**SUBMIT OFFER TO:**
**Via Bonfire Web Portal**
**UNIVERSITY OF CENTRAL FLORIDA**
www.procurement.ucf.edu
https://ucfprocurement.bonfirehub.com/opportunities/242259

Your submission must be uploaded, submitted, and finalized prior to the closing time on **July 24, 2026, at 3:00PM.** We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the closing time to begin the uploading process and to finalize your submission. See **Appendix 3** for submittal instructions.

# University of Central Florida

## INVITATION TO NEGOTIATE

### Contractual Services

### Acknowledgement Form

| | | |
|---|---|---|
|  | OFFERS WILL BE OPENED: July 24, 2026 at 3:00PM<br>and may not be withdrawn within 120 days after such date and time. | ITN NO. 2025-16MCSA |
| UNIVERSITY ADVERTISING DATE:<br>June 26, 2026 | ITN TITLE: WAREHOUSE OPERATIONS BUSINESS PARTNER | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER | | |

| | |
|---|---|
| SUPPLIER NAME | REASON FOR NO OFFER: |
| SUPPLIER MAILING ADDRESS | |
| CITY - STATE - ZIP CODE | **POSTING OF PROPOSAL TABULATIONS** |
| AREA CODE / TELEPHONE NUMBER<br>FAX:<br>EMAIL: | Proposal tabulations with intended award(s) will be posted for review by interested parties on the Procurement Services solicitation webpage and will remain posted for a period of 72 hours. Failure to file a protest in accordance with BOG regulation 18.002 or failure to post the bond or other security in accordance with BOG regulation 18.003 shall constitute a waiver of protest proceedings. |

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

## GENERAL CONDITIONS

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

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

3. **NO OFFER SUBMITTED:** If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explaining the reason in the space provided above. Failure to respond without justification may be caused for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, the Supplier must submit a "NO OFFER" and it must be received no later than the stated offer opening date and hour.

**AUTHORIZED SIGNATURE (MANUAL)**

**AUTHORIZED NAME (TYPED)**

**TITLE**

**CONTACT NUMBER**

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

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

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

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

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

Suppliers shall submit properly certified original invoices to:

kNEXT
3544 Perseus Loop #160975
Orlando, Florida 32816

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies.

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

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

**Vendor Ombudsman**: A vendor ombudsman position has been established within the UCF Division of Finance. It is the duty of this individual to act as an advocate for Suppliers who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The vendor ombudsman can be contacted at (407) 882-1082 or by mail at the address in paragraph 4(d) above.

The ombudsman shall review the circumstances surrounding non-payment to determine if an interest payment is due, the amount of the payment; and shall ensure timely processing and submission of the payment request in accordance with University policy.

5. The Board of Trustees may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.

UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 2025-16MCSA

FOR

WAREHOUSE OPERATIONS BUSINESS PARTNER

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## 1.0 INTRODUCTION

### 1.1 Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with a Supplier to provide Material Purchasing, Inventory Management and Logistics. The Supplier shall source materials based on best value, availability, quality, service, and operational requirements and shall not be limited to any single manufacturer, distributor, or supplier network.

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

### 1.2 Contract Award

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

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

### 1.3 UCF Environment

UCF maintains an On-Site centralized Facilities Management Maintenance Repair Operations Stock Room, hereinafter referred to as the warehouse, which serves as the primary source of MRO supplies for Campus Facility Operations. The warehouse occupies a space of approximately 35,000 square feet and will be available for warehouse operations. The Respondent will be provided approximately 8,200 square feet of dedicated warehouse operating space, together with access to designated shared receiving, dock, and office areas

The University's objective for operation of the warehouse by the CONTRACTOR is: 1) to have sufficient quantities of those MRO supplies and materials on-site for University purchase by the employees of Facility Operations at the specific times the items are needed; 2) to keep abreast of new merchandise of interest to UCF-FBO; 3) To maintain stock levels of MRO supplies and materials; and 4) to provide efficient and prompt customer response at all times.

## 2.0 GENERAL CONDITIONS

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

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

Brian Sargent
Procurement Services Department
3544 Perseus Loop #160975
Orlando, FL 32816-0975
brian.sargent@ucf.edu

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

### 2.2 Approximate Calendar of Events

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

| Date/Time | Action |
|---|---|
| 6/26/26 | Invitation To Negotiate advertised |
| 7/6/26 | Last day to submit communications and/or inquiries in writing only; preferably by email to: brian.sargent@ucf.edu by 5:00PM. |

| | |
|---|---|
| 7/10/26 | Responses to inquiries and Addenda (approximate) |
| 7/24/26 | Deadline for Offer submission at 3:00PM. (ITN opening) |

## 2.3 Respondent Communications and/or Inquiries

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

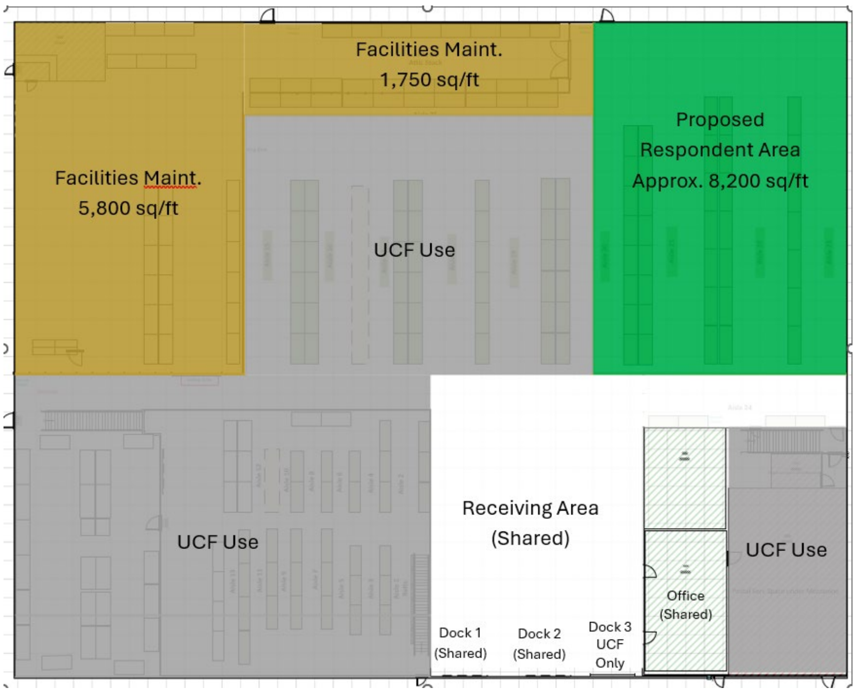
B. Any Respondent disagreeing with any negotiable terms and conditions set forth in this ITN is to indicate in Appendix I, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement in his/her offer. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated they disagreed with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions may be automatically rejected.

C. Failure to submit Appendix I and clearly indicate which terms and conditions the Respondent agrees and disagrees with (i.e., failure to initial the designated sections set forth in Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) and/or clear and detailed reasons for the disagreement, with the offer, may be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion, to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent may be automatically rejected.

D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated in Appendix I, will always stay as they are, and any requested changes to such clauses may automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.

E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **July 6, 2026 at 5:00PM**. Eastern Standard Time as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to or any responses received from any other department, person, agent, or representative of the university will not be considered valid or binding.

## 2.4 Warehouse Floor Plan




## 2.5 Written Addenda

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

## 2.6 Offer Due/Proposal Opening Date

Proposals will be received and opened on July 6, 2026 at 3:00PM via UCF's Bonfire Web Portal. For additional information, please refer to Appendix III: Submission Instructions for Suppliers. UCF shall in no way be responsible for or accept any proposals not uploaded prior to the closing date and time. The Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, facsimile, telegraphic, and electronic mail offers, negotiations, and/or amendments to original offers shall not be accepted.

## 2.7 Section Not Used

## 2.8 Evaluation Criteria and Selection Process

A. UCF reserves the right to conduct negotiations if the decision maker (UCF Board of Trustees, Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a Supplier is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with Suppliers after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.

B. UCF reserves the right to conduct negotiations with the proposer(s) whose offer(s) may represent the best interest of the university. The following is a short overview of some of the decision maker's responsibilities during the solicitation and award process:

1. Establish a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all responsive offers;
2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
3. Ensure consistency among the solicitation requirements, notices to proposers, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
5. Consider the recommendations of the evaluators or other boards (if any);
6. Select the proposer(s) whose offer(s) are the best value to the university;
7. Select a negotiation team (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those proposer(s) determined by the decision maker to have submitted a proposal that may be beneficial to the university.

C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by the group of evaluators. The group of evaluators shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluators. Evaluators, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. After offer opening, <u>each evaluator shall function independently of all other persons including, without limitations, the other evaluators</u>, and, throughout the entire evaluation process, <u>each evaluator is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever</u>. Each evaluator shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

**Table A – Evaluation of Responses**

| **Evaluation Criteria** | **Max Points** |
|---|---|
| 1. Experience and Qualifications of Proposer and Staff | 10 |
| 2. Scope of Work | 40 |
| 3. References | 10 |
| 4. Financials/Pricing | 40 |
| 5. Conformance to ITN's Preferred Conditions and requirements (Failure to conform to ITN's mandatory conditions and requirements may result in rejection of proposal. | Pass/Fail |
| **Evaluation of Responses Point Total** | 100 |

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

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and evaluators' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the respondent(s) whose offer(s) may be beneficial to the university, or cancel the ITN.

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

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

### 2.9 Posting of Recommended Selection

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

A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:

    1. A written notice of intent to protest within seventy-two (72) hours of the posting of the recommended award. <u>UCF shall not extend or waive this time requirement for any reason whatsoever</u>.

    2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. <u>UCF shall not extend or waive this time requirement for any reason whatsoever</u>.

B. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

    1. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; $10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check, or money order made payable to UCF.

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

### 2.10 Offer Validity Period

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

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

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

### 2.12 Economy of Presentation

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

### 2.13 Restricted Discussions/Submissions

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

### 2.14 Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1 of this ITN that have been approved in writing by UCF’s President or the President’s designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed and received on a timely basis, i.e., not later than 5:00PM on July 6, 2026, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

### 2.15 State Licensing Requirements

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

### 2.16 Parking

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

## 2.17 Definitions

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

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

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

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

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

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

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

**Project Manager** – After contract award, a liaison from the user department will oversee the Contractor's performance and report as needed to the contract administrator. The Project Manager is **Eric Franz, Director of Process Improvement**.

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

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

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

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

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

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

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

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

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

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

**UCF's Contract Administrator** – The University's designated liaison with the Respondent. In this matter, UCF's Contract Administrator will be **Eric Franz, Director of Process Improvement**.

## 2.18 Procurement Rules

A. UCF has established for purposes of this ITN that the words "shall," "must," or "will" are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.

B. The words “should” or “may” are equivalent in this ITN and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of an offer but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF’s sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF’s sole discretion.

C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed in Appendix I. Failure to submit Appendix I with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF’s sole discretion.

D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent’s errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF’s sole discretion.

**2.19 Force Majeure**

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

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

A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by the Respondent to limit the Respondent’s liabilities to the State or to limit the State’s remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent’s offer.

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

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

All insurance shall be procured from companies authorized to do business in the State of Florida with a minimum A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates evidencing the existence thereof or binders and shall be delivered within fifteen (15) days of the tentative award date of the Contract. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy.

1. **General Liability:** Supplier shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of $1,000,000 (ONE MILLION DOLLARS) per Occurrence and $2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of the contract, Supplier will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.

2. **Auto Liability:** If Supplier operates a vehicle on campus for commercial use in the performance of this Contact (i.e. deliveries, transport of employees, etc.), Supplier shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum $1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to University in the event of cancelation.

3. **Workers' Compensation:** Supplier shall provide a Certificate of Insurance evidencing Workers' Compensation coverage consistent with Florida Statute and Employer's liability no less than $500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Workers Compensation and Employer's Liability insurance in force and provide University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.

4. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Supplier shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

   Email: RiskManagement@ucf.edu

5. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Supplier in writing.

### 2.21 Term of Contract

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

### 2.22 Cancellation/Termination of Contract

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

### 2.23 Assignment and Amendment of Contract

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

### 2.24 Independent Parties

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

### 2.25 Performance Investigations

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

### 2.26 Records

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

### 2.27 Public Records

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

### 2.28 Public Records, Service Contracts, Compliance With Section 119.0701, F.S.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.**

PUBLIC RECORDS, CONTRACT FOR SERVICES
To the extent that the Contractor meets the definition of “Contractor” under Section 119.0701,

Florida Statutes, in addition to other contract requirements provided by law, the Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

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

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

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

### 2.29 Severability

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

### 2.30 Notices

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, hand delivered, or sent by email (receipt acknowledged), registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this ITN.

## 2.31 Governing Law and Venue

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

## 2.32 Liaison

UCF's liaison with the successful Respondent, if any, shall be **Eric Franz, Director of Process Improvement.**

## 2.33 Subcontracts

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

## 2.34 Employment of UCF Personnel

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

## 2.35 Conflicts of Interest

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

## 2.36 Equal Opportunity Statement

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

A. The University and Contractor must comply with all applicable provisions of: (i) the Vietnam Era Veterans' Readjustment Act of 1974, (ii) the Rehabilitation Act of 1973, and (iii) the rules, regulations, and relevant orders of the U.S. Secretary of Labor. **This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 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 require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

C. If the Respondent anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).

D. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). The Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

### 2.37 Waiver of Rights and Breaches

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

### 2.38 Headings Not Controlling

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

### 2.39 Employee Involvement/Covenant Against Contingent Fees

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

### 2.40 Employment of Aliens

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

### 2.41 Site Rules and Regulations

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

### 2.42 Travel Expenses

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

### 2.43 Annual Appropriations

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

### 2.44 Taxes

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

### 2.45 Contractual Precedence

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

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

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

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

**2.47 Public Entity Crimes**

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

**2.48 Work for Hire**

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

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

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

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

### 2.49 Export Control

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

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

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

### 2.50 Nonnegotiable Conditions and Requirements

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

### 2.51 Revised Quantities

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

### 2.52 Family Educational Rights and Privacy Act

Licensor acknowledges that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA") and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

A. Confidential information about Licensee's students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;

B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;

C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;

D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);

E. Even in circumstances that might justify and exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and

F. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.

**2.53 Smoke-Free Policy**

The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit http://www.ucf.edu/smokefree for additional information.

**2.54 UCF Policies**

To the extent applicable, Supplier shall comply with UCF policies (http://policies.ucf.edu).

**2.55 Contact with Minor Children**

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

**2.56 Reporting of Child Abuse**

The Supplier hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.

**2.57 Secure Handling of UCF Data**

The University requires Suppliers and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement (“SLA”) that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Supplier. This Agreement is intended to ensure that UCF’s security and compliance requirements are outlined and followed by the Supplier. Additional agreements may be required depending on the data involved. Visit http://www.infosec.ucf.edu/vrm for additional information.

## 2.58 Employee Background Checks

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

Convictions discovered in the background check will be reviewed by Contractor's Loss Prevention and/or Human Resources department. Consideration may be given to the person's relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, students, and the University and any other circumstances deemed relevant to the final determination of whether to employ or retain the person. Conviction information will be maintained by Contractor as confidential.

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

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

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

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

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

## 2.59 E-Verify

To the extent that Contractor meets the definition of “Contractor” or “Subcontractor” under Section 448.095, Florida Statutes, Contractor agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes.

## 3.0 REQUIRED OFFER FORMAT

### 3.1 Introduction

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

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

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

### 3.2 Respondent/Offer Submittal Sections

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

A. Experience and Qualifications of Proposer/Staff

- Provide a company overview demonstrating your firms experience to provide the proposed services. A description of relevant qualifications and experience of the firm and key personnel should also be provided. The same information should be provided for subcontractors and affiliates (parent companies, subsidiaries, partners, principals, or joint venture), if any. Include experience with public and/or private sector clients with similar or greater size and complexity to the University, noteworthy differentiators, and value-added services provided by your company.

- Provide an organizational chart, job duties, and responsibilities for the key staff positions that will be responsible for the management of the proposed work and identify the responsibilities to be assigned to each person the CONTRACTOR proposes to staff the work. This shall include all key subcontractors and affiliates included in your proposal.

- Identify the manager and other key management personnel, location of office or of proposed office.

B. Scope of Work

- Explain the methodology the proposer will employ to fulfill the requirements discussed in **section 4** of this ITN.

- Describe your approach to sourcing materials and managing supplier relationships, including the use of local suppliers, national supplier agreements, and other sourcing strategies that support material availability, service, and value.

- Describe the reporting and analytics capabilities available under the proposed solution, including visibility into material spend, supplier performance, inventory utilization, and work order-related purchasing activity.

- Describe your methodology for identifying, calculating, validating, and reporting cost savings and cost avoidance opportunities generated through the proposed solution.

- Describe your approach to evaluating inventory usage, stocking levels, and inventory performance and how your organization identifies and manages critical spare inventory, excess inventory, obsolete inventory, and slow-moving inventory.

- Provide an implementation timeline and plan to hire staff, transition into warehouse space, set up partnerships with local suppliers and set up consigned inventory.

- Describe your approach to performance management, business reviews, and ongoing communication with the University, including how inventory performance, service levels, supplier performance, and cost reduction opportunities are monitored and communicated.

C. References

- Provide three (3) references for which your company has provided services of similar size and scope to that proposed herein. The University may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Contractor's performance has been satisfactory. Such information may be considered in the evaluation of the proposal. Please include name, phone number and email.

D. Financials/Pricing

- Price shall constitute the total cost to the University for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, administrative and other similar fees. See Attachment A, page 47.

- Demonstrate cost savings with your service model, including cost savings guarantees.

## 4.0 OTHER REQUIREMENTS – SCOPE OF WORK

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

### 4.1 General Description of Work

UCF is undertaking an updating of the work processes that support the operations and maintenance (O&M) activities serving the campus.

The workflow redesign is intended to streamline O&M activities. This is being done through the implementation of lean management principles with the support of enabling mobile technology. Key points of the relevant workflow:

- Clearly structured prioritization of maintenance work requests;
- Robust work order planning and scheduling (limit reactive work disrupting technicians mid-shift).
- A streamlined MRO materials management function allowing maintenance technicians to request parts and materials from the job site with delivery of the requested materials to a predetermined pick-up site near the work location.

*Work Order Priorities and Performance Parameters:*

Timely response in fulfilling MRO requests of warehouse items will be a key performance metric. The work order priorities and performance standards are as follows:

- Emergency: Immediate response and mitigated before the end of the day
- Urgent: Daily response and completed within 48 hours
- Expedited: Five days, 120 hours.
- Routine: Completed within 14 days
- Planned: Time and date certain. Completed before requested time
- Preventive Maintenance: Completed on schedule

Maintenance technicians will be working on a daily schedule for most work. Emergencies have a specific definition and may break into the schedule.

The business MRO materials requests for stock items are expected to be pulled from the shelf, accounted for on the work order and prepared for transportation to the designated pick-up location within one (1) hour from receiving the requests. Any stock outages or incomplete materials requests are expected to be communicated immediately and rectified as soon as possible.

### 4.2 Technology Integration

UCF uses the AIM integrated work management system to manage maintenance work requests and work orders. Because work orders will accumulate technicians' time and materials in the system, it is expected the Contractor will manage the warehouse MRO inventory within the AIM system. Additionally, parts and materials used in O&M activities are expected to be expensed to work orders in the AIM system.

### 4.3 Performance Standard:

A consistent and reliable performance standard is expected from the warehouse management business partner. It is expected that warehoused MRO requests would be labeled for delivery to maintenance technicians within one (1) hour from receipt of the request from the Materials, Acquisition and Logistics group. This will support UCF work scheduling and accomplishment of performance goals. The CONTRACTOR will provide a description of the internal Operational Processes the organization uses in its MRO operations.

Performance Standards are an important part of any organization's measures to assure appropriate inventory levels, and receipt and fulfillment of parts requests. Several performance indicators are noted below. The CONTRACTOR will provide information to assist in understanding internal key performance indicators used to manage inventory and assure availability; the experience and standards for internal picking and order fulfillment to assure accuracy; and the current response time set as the measured goal for order fulfillment from the receipt of an order until the order is "ready to ship" or "ready to load for delivery." Examples of this measure should be provided.

### 4.4 Services, Charges and Discounts

The CONTRACTOR shall: 1) manage and operate the warehouse and provide the services described herein under the direction and control of the University as hereinafter set forth; 2) stock and offer for sale all MRO supplies and materials in sufficient quantities as requested to adequately meet the requirements of UCF; 3) provide sufficient staff and point of sale devices so as to minimize the time required by UCF employees in purchasing supplies and materials; 4) provide charge sales to UCF on its own accounts; 5) cooperate to a reasonable extent in order to assist and be supportive to UCF with respect to store services and merchandise; 6) NOT to conduct sales to University employees through the warehouse for that employee's personal use. Sales from the warehouse are FOR OFFICIAL UNIVERSITY BUSINESS ONLY.

The University shall retain the right to provide other non-MRO retail sales operations on campus, as determined by the University and as operated directly through other contract arrangements.
The University reserves the right to purchase MRO supplies from any other source when the requirement cannot be supplied by the CONTRACTOR with the UCF time requirements:

- filling orders from stockroom, 10 minutes;
- out-of-stock items available from local source, 4 hours;
- back-ordered items within 24 hours, unless long lead item is needed, which will then require updates every 48 hours.

### 4.5 Pricing Policies, Discounts and Financial Arrangements

The CONTRACTOR shall clearly define in its proposal the pricing methodology to be utilized for materials, services, management fees, freight, and any other charges associated with the proposed solution. The proposal shall identify all applicable markups, discounts, administrative fees, rebates, incentives, or other pricing mechanisms that may impact the total cost to the University.

The University reserves the right to request documentation supporting material pricing, supplier invoices, freight charges, rebates, discounts, or other cost elements used in the pricing structure proposed by the CONTRACTOR. The CONTRACTOR shall provide the requested information within five (5) business days of the University's request. Failure to provide requested pricing information may be grounds for contract termination.

The CONTRACTOR shall describe its approach to cost transparency and identify any pricing elements that may be subject to adjustment during the contract term. Any changes to pricing methodologies, management fees, markups, or other charges shall require prior written approval from the University.

Freight charges associated with expedited, emergency, or special delivery requests may be passed through to the University when specifically authorized by the University. All standard freight, delivery, handling, and transportation costs associated with routine operations shall be included in the pricing proposed by the CONTRACTOR unless otherwise identified in the proposal.

### 4.6 Hours of Service

The CONTRACTOR shall be required to have the warehouse open and able to make sales during the normal working hours of UCF, specifically 6:30 am through 6:30 pm Monday through Friday. The warehouse shall follow the regular University schedule and will be closed on normal University holidays, including New Year's Day, Martin Luther King's Birthday, Independence Day, Labor Day, Thanksgiving Day and the immediate Friday, and the Winter Holiday break, Christmas Eve thru New Year's Day.

The proposal must include a plan acceptable to the University for FBO personnel to acquire merchandise from the CONTRACTOR during periods when the warehouse would be normally closed within a two-hour period (nights, weekends, game days, and holidays).

UCF is requesting an add/alternate pricing on the cost per hour of increasing the warehouse hours for a complete second shift operation (extending hours to 10 PM or longer, as well as possibly including a full shift on a weekend day.

The Warehouse is not expected to be open when the campus is closed for emergency closure such as hurricanes.

Any changes to the established hours of the warehouse must be approved in advance, at a minimum of 30 days notice by UCF.

### 4.7 Stock Selection and Ordering Process

The CONTRACTOR shall be expected to stock all items which are agreed upon for commonly used in an MRO operation and provide a list of their suggested items and stock levels.

UCF will work with the CONTRACTOR to review the operations and maintenance historical usage to determine the types and quantity of items for stock selection to be warehoused. Within two (2) weeks after CONTRACTOR selection, UCF and the CONTRACTOR will undertake the joint review of the usage history to determine the appropriate stock inventory.

When possible, UCF will cooperate with the CONTRACTOR in developing standard use items to reduce stocking requirements. The CONTRACTOR will work with UCF to store critical parts/attic stock as determined from the joint review.

UCF shall make every reasonable effort to ensure that the CONTRACTOR is given timely notice (min 2 hours) of special-order requirements for special order supplies and materials. The CONTRACTOR shall work with the UCF staff to ensure prompt (same day if possible) and complete delivery of supplies and materials that were special order. All orders will have a delivery status within 24 hours of order request and any order exceeding 72 hours will be tracked every 12 hours until receipt.

The CONTRACTOR shall specifically address in the proposal response exactly how emergency orders will be processed and handled, expediting to ensure same or next day deliveries.

If the CONTRACTOR can offer additional services with respect to MRO supplies and materials, they should indicate such additional services in their proposal.

UCF requests a twice-yearly review of all stock items and quantities used. At the completion of the review, decisions may be determined as to whether new items are being consumed in sufficient quantities to be added to the stocking inventory or currently stocked items are obsolete and should be removed from inventory. The review periods will be scheduled with the mutual agreement of both the CONTRACTOR and UCF.

### 4.8 University Liaison

Liaison between the University and the CONTRACTOR shall be the responsibility of the Vice President for Facilities and Business Operations or their designee and the CONTRACTOR's store director.

The CONTRACTOR's warehouse director/manager shall attend UCF appropriate staff meetings as directed, and upon request of either party, to effect adjustments in operations and cooperate at all times to provide and maintain maximum efficiency and good public relations with the University.

The CONTRACTOR, specifically including the warehouse director/manager, shall work cooperatively with the University liaison in the development and improvement of the warehouses services, operations, programs, prices and policies. The CONTRACTOR shall make every reasonable effort to comply with requests from the University liaison for the improvement of the warehouse operations, programs and policies.

Authorized representatives of the University shall have full right of access to all store areas during normal operating hours of service and at other times for scheduled maintenance and repairs, fire, health and safety inspections and at any time during emergencies.

The University reserves the right to monitor, thru Monthly Performance Reports, and adjust all aspects of said overall warehouse operations such as, but not limited to, hours of operation, inventory updates including reports on stock outages and their resolution, sufficiency of quantities and types of merchandise in stock, quality of merchandise, categories of merchandise offered, courtesy of staff, cleanliness of warehouse areas, adherence to pricing and other policies, and generally with respect to safety, sanitation and maintenance; each of which shall be conducted by the CONTRACTOR in a manner satisfactory to the University. Annual Performance Reviews shall be conducted by the University.

The UCF Materials Acquisition and Logistics Department reserves the right of final approval over all new merchandise items, merchandise categories and services which the CONTRACTOR desires to offer in the warehouse.

The CONTRACTOR shall understand and agree that any major review and decisions with respect to changes in pricing and discount policies shall not be done more frequently than once per year. As an exception and in exceptional cases involving changes in conditions that are outside of the CONTRACTOR's control, the CONTRACTOR may request a mutual review and decision with respect to policies at any time during the year. The University shall determine the effective date of any such changes in policies.

The CONTRACTOR shall be required to document in writing and fully justify the satisfaction and written approval of the University Liaison any requests for changes in pricing and policies. Materials Management shall review and approve all change requests in writing.

### 4.9 Training / Personnel

All staff required for the operation of the warehouse shall be employees of the CONTRACTOR and the CONTRACTOR shall be solely responsible for the payment of contractor employee's wages and benefits. The CONTRACTOR is an independent contractor and not an agent of the University.

The CONTRACTOR shall provide sufficient staffing to provide full coverage for Warehouse functions. The staffing recommendation of the CONTRACTOR should be based on projected labor needs to sufficiently operate a centralized warehouse capable of fulfilling the requirements of the addendum and replacing and improving upon all functions of the current warehousing operation.

The CONTRACTOR shall, at all operational times, maintain on duty in the warehouse a neatly attired staff of competent and efficient employees sufficient to ensure efficient operation and level of service as determined by the University Liaison. All staff assigned to the warehouse by the CONTRACTOR shall maintain proper standards of courtesy, service and professionalism in dealing with University personnel. The CONTRACTOR shall ensure that employees always arrive to the University in uniform identifying their employee and the company name and preferably wearing a picture identification card.

The CONTRACTOR shall add staff during rush periods if necessary.

The University views the CONTRACTOR's Warehouse Director/Manager Position as a cooperative team player of the UCF administrative team. As such, the University expects that the employee assigned by the CONTRACTOR as director/manager of the warehouse, should be experienced and knowledgeable in the operation of an MRO type operation. The University reserves the right of prior approval of the contracted employee chosen as the director of the warehouse. The warehouse director/manager shall not be changed more than once per year. A thirty (30) day advanced notice and replacement selection made must be acceptable to and mutually agreed by the University. No position in the warehouse should remain unfilled for a period exceeding thirty (30) days. The University reserves the right to require the CONTRACTOR change the warehouse director and other staff at the sole discretion of the University.

The selected CONTRACTOR shall be allowed to bring the proposed store director on board in the warehouse after the contract is signed, but prior to the commencement of the contract, subject to the University's prior approval and at the sole expense and discretion of the CONTRACTOR.

During the University's evaluation of the proposals, the University reserves the right to require those under final consideration to present the candidates for the position of warehouse manager/supervisor. The University views strongly that the qualifications, abilities and previous experience of potential candidates is a very important consideration in the evaluation of the CONTRACTOR's ability to perform under the terms and conditions of the specifications and the resulting contract.

Additionally, as a part of the evaluation of proposals, the University expects that there will be a training program to assure standard practices and behaviors are shared with all employees. The CONTRACTOR will provide an example of the types of training employees receive to assure they are prepared to support the warehouse activities.

The CONTRACTOR must agree to assign on duty on University premises only employees acceptable to the University. The CONTRACTOR must agree to reassign any employee for cause, when due notice is given to the CONTRACTOR, within thirty (30) days of notice. The CONTRACTOR's employees shall be subject to and comply with all applicable University rules, regulations and policies. This compliance includes those regulations relating to campus parking and any associated fees applicable to parking areas.

In connection with the performance of work under the contract, the CONTRACTOR agrees to comply with all applicable federal, state and local laws or regulations relating to employment or provisions of service. The CONTRACTOR shall not discriminate against any person on the grounds of age, disability, ethnicity, religion, race or gender. The CONTRACTOR shall be aware of and comply with UCF zero- tolerance policy concerning Sexual Harassment. Any of the CONTRACTOR's employees failing to exhibit a professional behavior will be asked to leave. Such activity could result in the termination of the CONTRACTOR.

Contractor shall provide certificate of insurance prior to beginning work. Final approval of said employees is given by the University, as per University policy.

### 4.10 Facilities and Equipment

The University shall provide for the CONTRACTOR the space currently used by our in-house operation. This warehouse space is approximately 8,200 square feet of unconditioned space and office space. The successful CONTRACTOR will be responsible for providing those necessary office items to allow for the full performance of this contract. All existing racking and shelving will remain.

The CONTRACTOR shall replace broken or damaged-beyond repair items in the warehouse area at CONTRACTOR's cost. The University shall be responsible for the disposal of any University-owned property that the CONTRACTOR deems no longer useful. The CONTRACTOR shall take reasonable and proper care of all items provided by the University. In the event the CONTRACTOR damages any of the University-owned equipment and/or material the CONTRACTOR shall reimburse the University for the cost of repair or replacement of the equipment and/or material.

Upon expiration of the contract, the CONTRACTOR shall return all University-owned and provided equipment, furniture, office equipment, movable fixtures and facilities in as good a condition as at the commencement of the contract, excepting ordinary wear and tear.

The CONTRACTOR shall be responsible for providing such additional equipment and fixtures as may be necessary for their successful operation of the warehouse. Any replacement of existing fixtures located in the warehouse at the CONTRACTOR's expense shall be regarded as a Capital Investment by the CONTRACTOR and shall be subject to the provisions of the paragraph regarding Capital Expenditures.

Any computer hardware, software and point-of-sale devices as may be necessary for the CONTRACTOR's successful operation of the warehouse, provided by the CONTRACTOR, shall not be considered as a capital investment and shall not be subject to the provisions of the paragraph regarding capital expenditures.

Typically, MRO warehouse operations are supported by various forms of technology that enable timely information on the inventory, assist in replenishment and order execution. The CONTRACTOR shall provide information regarding this use of technology and capabilities that assist in providing accurate information and response to requests from UCF.

Commonly warehouse management and shipping software is employed to help with the inventory management, please provide the name of the software your team is proposing to use in managing the MRO inventory. It is expected that inventory information be shared real time with UCF detailing the SKU #, Manufacturer's Name, Inventory Unit Description / size, unit of measure, cost per unit, and the amount of inventory. Describe how and what has been to provide as a standard to other customers. What type of data interchange do you use to provide this information if it is provided electronically.

Providing accurate inventory information depends on internal inventory auditing techniques to assure a high level of inventory accuracy. Please provide information that explains your organization's approach to assuring inventory integrity.

As a capital investment on the CONTRACTOR's part, subject to the provisions of the paragraph regarding capital investment, the CONTRACTOR may propose renovation, remodeling, redecorating, and modification of the store facilities. If the CONTRACTOR plans to do so, a preliminary description of such plans should be included in the proposal subject to the University's approval.

## 4.11 Utilities

The University shall furnish heat, water, electricity and air conditioning (Office area) services to the warehouse operated by the CONTRACTOR without cost to the CONTRACTOR.

The CONTRACTOR shall be responsible for monthly cost of University provided telephones, telephone lines, data lines and extension equipment provided for use in the warehouse operation. The CONTRACTOR shall also be responsible for repairs and for the cost of additional services. The CONTRACTOR shall be responsible for the cost of local and long-distance telephone calls, message unit charges, all watts line costs, installation of new telephone lines and equipment, monthly equipment charges for all new telephones, data or similar service and all other telephone equipment and related service charges.

The CONTRACTOR may specify reasonable additional utility requirements, which the University may consider appropriate to provide at additional cost to the CONTRACTOR. The University shall not be required to provide or pay for the installation of additional electric lines, telephone or data lines, plumbing, drains, fans, duct work, etc., the provision of which shall be the sole responsibility of the CONTRACTOR.

The University shall not be liable to the CONTRACTOR for any losses that may result from the loss of these services, however the University will make its best effort to maintain these services, but the University shall be held harmless for any disruption of services.

The CONTRACTOR must agree to exercise care to keep the usage of these utilities at a minimum, shall comply with both University, State and Federal energy conservation practices, regulations and policies and shall mutually cooperate in conserving the use of energy and the control of the resulting costs.

### 4.12 Maintenance and Sanitation

The CONTRACTOR shall provide daily housekeeping, cleaning, maintenance and sanitation service, to the satisfaction of the University, for all warehouse areas and office and the equipment and supplies necessary to accomplish same. This shall include, but not be limited to, sales area, warehouse area, receiving area, dock area, storage, trash and garbage area, rest rooms and utility sink, service area, walls, ceilings, windows, vents, floors, display equipment, movable fixtures, furniture and equipment in all areas. The CONTRACTOR may request to purchase this service from the University which the University may provide at additional cost to the CONTRACTOR.

The CONTRACTOR shall be responsible for movement of all trash, garbage, and recycling at least daily to a trash or recycling removal receptacle provided by the University without cost to the CONTRACTOR. The CONTRACTOR shall not accumulate any trash on or around the trash receptacle. The CONTRACTOR shall be responsible for adhering to the University Recycling Policy and practices, including requiring vendor packing materials to be those currently recycled by the University or to be removed from the premises by the vendor. The CONTRACTOR should wherever feasible implement sustainable business practices.

The University shall assume the cost for the removal of trash, recycling and cardboard from the trash or recycling removal receptacle, related to work performed under the contract. The CONTRACTOR shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the execution of the terms of the contract. The CONTRACTOR's actions with respect to the above shall be in accordance with the State of Florida Health Department regulations and standards.

The CONTRACTOR shall be responsible for the cost of and for providing for the proper maintenance and repair of the University owned movable equipment, office furniture, office equipment, and any other equipment provided by the University. These costs will include repair parts and supplies.

The CONTRACTOR shall be responsible for the cost of and for providing for the proper maintenance and repair of CONTRACTOR owned movable furniture, fixtures and equipment including related repair parts and supplies.

The CONTRACTOR shall be responsible for normal, wear and tear type maintenance and repairs such as, but not limited to, painting, light bulb or lamp replacement, ceiling tile replacements, wall treatments, window treatments, etc.

The University shall only be responsible for major structural repairs to the warehouse space used by the CONTRACTOR, provided that such repairs are not required as a result of the actions of the CONTRACTOR, its agents or employees. If such repairs are required as a result of the actions of the CONTRACTOR, its agents or employees, the cost of repairs shall be borne by the CONTRACTOR. Such repairs will be made, as the University deems necessary, either by the University or by an independent contractor. The University, through its representatives, reserves the right to enter the warehouse area for purposes of inspecting the same or of making repairs, alterations, and additions thereto or to other parts of the building in which the warehouse is located.

**4.13 Safety and Health**

The CONTRACTOR shall comply with the Occupational Safety and Health Act (OSHA) of 1970 or the applicable standards promulgated under said Act. The CONTRACTOR shall take reasonable and proper care and shall use and maintain facilities and equipment under its care, custody and control in a manner which shall not cause a violation of said Act or its applicable standards; including reporting and record keeping requirements of said Act.

If the CONTRACTOR provides a capital investment program for the performance of the contract; such capital investment program shall be free of conditions that violate OSHA or its applicable standards. Should repairs, alterations, modifications or replacements be required to comply with the cited Act, such action shall be the responsibility of the CONTRACTOR. Should a determination be required as to whether a specific condition violates said Act, a competent safety engineer or safety consultant shall make such determination.

If the CONTRACTOR furnished equipment for the performance of the contract; such equipment shall be free of conditions that violate OSHA or its applicable standards. Should repairs, alterations, modifications or replacements be required to comply with the cited Act, such action shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall comply with and conform to all applicable fire and public safety laws, regulations, ordinances and code requirements, as well as the University's own regulations.

### 4.14 Security and Corrective Actions

The CONTRACTOR shall be responsible for the cost of all personnel, that is deemed prudent and necessary, to be on duty in the warehouse.

The CONTRACTOR shall exercise control over the distribution of keys to the warehouse space, except that at least one copy of the keys to the warehouse space shall be provided to a designated official of the University and to the University Department of Police and Public Safety for emergency response usage.

If the CONTRACTOR observes or suspects that a University or a contract employee is committing acts of property damage, theft of merchandise or fraudulent acts with respect to the warehouse operation, contractor the CONTRACTOR shall refer such matters to the University's Department of Police and Public Safety. The CONTRACTOR shall not have anyone connected to the University arrested by public authorities or prosecuted without prior consultation with the University's Department of Police and Public Safety.

The CONTRACTOR shall prosecute individuals for acts of property damage, theft or fraudulent acts as the University should reasonably request and, if the University should so request, shall cooperate with the University in the University's prosecution of such individuals.

### 4.15 Purchase of the Inventory

Prior to the commencement of the contract, a physical inventory shall be taken of all the merchandise in the warehouse. This inventory may be conducted by an independent firm employed for this task by the University or by representatives of the CONTRACTOR and the University as a joint project. The inventory team will use a system, which must be agreed upon by both parties, to allow for the description, location, quantity and cost of each item in the warehouse to be recorded. Each party will receive a copy of this inventory record that will be signed and dated by both parties.

The warehouse will be closed for the physical inventory and will remain closed until the inventory and purchase agreement has been concluded. No merchandise will be received in the warehouse or taken from the warehouse during this period.

The inventory shall be conducted as close as possible to the contract implementation date.
All merchandise in clean, saleable condition shall be available for purchase by the CONTRACTOR at the University's cost. All merchandise not meeting the above criteria will be set aside and be available for purchase by the CONTRACTOR at a price mutually agreeable to the CONTRACTOR and the University.

The CONTRACTOR shall honor all purchase orders issued by the warehouse that have not been received at the time of the inventory described above.

The CONTRACTOR shall clearly indicate in the proposal if the CONTRACTOR will agree to the inventory specifications cited above. As an alternative the CONTRACTOR may indicate in the proposal an alternate inventory purchase proposal.

If the CONTRACTOR elects to purchase the warehouse inventory, full payment shall be made to the University for the Entire Merchandise Inventory Valuation (with the exception of any items of merchandise whose value is in dispute) within thirty (30) days after the completion of the physical inventory valuation process. The University shall not buy back from the CONTRACTOR any unused or obsolete inventory.

The CONTRACTOR shall make full payment to the University for the Merchandise, whose value is in dispute, within thirty (30) days after the resolution of such dispute. Both parties acknowledge that they are entering into a contract that requires understanding and cooperation on the part of both parties. The University's expectation is that any disputes will be resolved by compromise no later than thirty (30) days after the contract is implemented.

The CONTRACTOR may propose an alternate payment schedule(s). The University shall evaluate any such alternate payment schedules submitted with respect to the effect that such alternate schedule may have on other factors in the Proposer's proposal.
During the term of the contract, the CONTRACTOR shall provide the University with a certified copy of the CONTRACTOR's annual inventory valuation.

Upon the termination of the contract and any extensions and subsequent contracts immediately following the original contract, the University will have the option, but not the obligation, to repurchase the CONTRACTOR's inventory at a price which shall be determined on the same basis as stated above. This same option, but not the obligation, shall also be extended to another Contractor whom the University may enter into a contract with following the termination of the contract and any extensions thereof with the incumbent Contractor.

**4.16 Access to Inventory Reports**

The CONTRACTOR shall maintain complete and accurate inventory records in accordance with industry standards. All such records shall be maintained in the warehouse and may be reviewed by the University liaison, other UCF personnel, the University Auditor(s), and State Auditors at any time during regular business hours.

All information received from the CONTRACTOR about store operations shall be the property of the CONTRACTOR and shall be confidential. The University agrees to keep, to the extent permitted by law, such information confidential and shall so instruct its employees.

**4.17 Capital Investment**

In order to enhance the warehouse operation and services, the CONTRACTOR, at their discretion may also offer to make a capital investment in the warehouse.

If the CONTRACTOR does propose such capital investment, the CONTRACTOR shall include a description of any such plan(s), the dollar amount of the investment and the basis of the cost estimates of same.

The CONTRACTOR agrees that at the end of the contract period, the capital investment will have been fully amortized and shall become the property of the University. Should the University, before the normal termination of the contract cancel the contract for any reason, the University agrees to repay the CONTRACTOR for the amount of the capital investment that was not amortized. The amount of the unamortized payment will be calculated at the same percentage rate as the percentage of the contract period that was cancelled.

The CONTRACTOR agrees that the extent and nature of any capital investment and scheduling of same shall be mutually agreed upon with the University.

After the completion of the capital investment project, the CONTRACTOR shall provide the University with the actual cost of the project and sufficient supporting documentation to justify the actual cost.

**4.18 Invoices**

The CONTRACTOR shall describe its proposed billing and invoicing methodology, including how material purchases, management fees, freight charges, service fees, and any other costs associated with the proposed solution will be invoiced to the University.

Invoices shall be provided in sufficient detail to allow the University to validate charges and reconcile purchases. At a minimum, invoices shall identify applicable work order numbers, purchase order numbers, item descriptions, quantities, unit costs, extended costs, freight charges, and any other charges applicable to the transaction.

The CONTRACTOR shall describe any consolidated billing, summary billing, electronic invoicing, supplier invoice reconciliation, three-way matching, and invoice reporting capabilities available under the proposed solution.

The CONTRACTOR shall also describe the documentation available to support invoice reconciliation, including material purchase history, supplier documentation, receiving records, inventory transactions, and other supporting information used to validate charges.

As part of the proposal response, the CONTRACTOR shall provide:

1. A sample invoice representing a typical material purchase transaction.
2. A sample consolidated or summary invoice, if applicable to the proposed solution.
3. A description of the invoice reconciliation and dispute resolution process.

   The University reserves the right to request supporting documentation necessary to validate invoiced charges and verify compliance with the pricing methodology proposed by the CONTRACTOR.

**4.19 Acceptance of Work**

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the University shall have the obligation to notify Supplier, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the University shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the University may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in Florida.

**4.20 Warranties**

CONTRACTOR warrants to the University that all items furnished will be new (unless otherwise specifically requested in this addendum), of good material and workmanship, and the CONTRACTOR agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of University's negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include transportation costs free of any charge to the University. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Contractor shall assign to the University all third-party warranties applicable to such deliverables. Contractor warrants that the University has all rights necessary to utilize all deliverables for their intended purpose free from all third-party claims. Supplier will manage all manufacturers' warranties.

**4.21 Certification and Safety Labels**

PRODUCT SAFETY LISTING: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. The CE label is not acceptable. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry

**4.22 Licenses, Permits and Taxes**

The CONTRACTOR shall secure and pay for all Federal, State and local licenses and permits required for the warehouse operation provided for herein. The University will cooperate with the CONTRACTOR in obtaining all licenses and permits and will execute such documents as shall be reasonably necessary or appropriate for such purposes. The CONTRACTOR shall pay for any and all taxes and assessments attributable to the operation of the warehouse provided herein, but not limited to, sales taxes, excise taxes, payroll taxes and federal income taxes.

certifications and listings required to supply conforming products to the University as described in this ITN are the sole responsibility of the CONTRACTOR. The certification or safety label shall be affixed and be visible on the OUTSIDE of all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

**4.23 Transition Acceptance**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Supplier shall provide, at the option of the University, up to **three (3)** months after such end date all such reasonable transition assistance requested by the University, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the University or its designees. If the University exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The University shall pay Supplier for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the services or other resources utilized.

**4.24 Contract Administration**

A. Project Manager and Customer Service

The CONTRACTOR shall designate and make available to the University a project manager. The project manager shall be the University's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

Project Manager for Contractor/Supplier: ____________________________________

Email and Phone Number: ______________________________________________

Project Manager for UCF: _______________________________________

Email and Phone Number: ______________________________________________

B. Post Award Management and Review Meetings

The CONTRACTOR, at the request of the University, shall meet **quarterly** with the University for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss CONTRACTOR and University performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, discuss reporting contact relationships, inventory management, SKU additions and deletions, opportunities for improvement, and discuss any other pertinent topics.

C. Continuous Improvement

The University encourages the CONTRACTOR to identify opportunities to reduce the total cost to the University. The CONTRACTOR shall proactively identify and communicate opportunities to improve warehouse operations, inventory management, sourcing strategies, supplier performance, service delivery, and cost effectiveness. Recommendations shall be supported by relevant operational or financial data and may be presented during Business Review meetings.

D. Monthly Status Reports

The CONTRACTOR shall provide **Status Reports** to the designated Contract Lead on a **monthly** basis. These reports will be mutually developed during the implementation phase. These reports shall be well organized and easy to read. The CONTRACTOR shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The CONTRACTOR shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within **thirty (30)** business days of the award of the Contract the Supplier shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

E. Dispute Resolution

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the CONTRACTOR shall be submitted in writing to the University's Contract Lead for resolution. A claim by the University shall be submitted in writing to the CONTRACTOR's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

**ATTACHMENT A**
**FINANCIALS/PRICING**

| Pricing Element | Cost |
|---|---|
| Purchasing Staff (FTE) | |
| Customer Support Staff (FTE) | |
| Warehouse Staff (FTE) | |
| Startup/Implementation Costs<br>(ie Equipment, office, vehicles, racking) | |
| Miscellaneous and On-going costs<br>(software licensing, software integration, overhead and profit markups) | |
| List any other pricing considerations and/or incentives offered | |

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

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

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

| SECTION | YES | NO | RESPONDENT INITIALS |
|---|---|---|---|
| 2.16 | ______ | ______ | ________ |
| 2.17 | ______ | ______ | ________ |
| 2.18 **Non-negotiable** | ______ | ______ | ________ |
| 2.19 | ______ | ______ | ________ |
| 2.20 **Non-negotiable** | ______ | ______ | ________ |
| 2.21 | ______ | ______ | ________ |
| 2.22 | ______ | ______ | ________ |
| 2.23 | ______ | ______ | ________ |
| 2.24 | ______ | ______ | ________ |
| 2.25 | ______ | ______ | ________ |
| 2.26 | ______ | ______ | ________ |
| 2.27 **Non-negotiable** | ______ | ______ | ________ |
| 2.28 **Non-negotiable** | ______ | ______ | ________ |
| 2.29 | ______ | ______ | ________ |
| 2.30 **Non-negotiable** | ______ | ______ | ________ |
| 2.31 **Non-negotiable** | ______ | ______ | ________ |
| 2.32 | ______ | ______ | ________ |
| 2.33 | ______ | ______ | ________ |
| 2.34 | ______ | ______ | ________ |
| 2.35 **Non-negotiable** | ______ | ______ | ________ |
| 2.36 | ______ | ______ | ________ |
| 2.37 | ______ | ______ | ________ |
| 2.38 | ______ | ______ | ________ |

| SECTION | YES | NO | RESPONDENT INITIALS |
|---|---|---|---|
| 2.39 **Non-negotiable** | ______ | ______ | ________ |
| 2.40 | ______ | ______ | ________ |
| 2.41 | ______ | ______ | ________ |
| 2.42 **Non-negotiable** | ______ | ______ | ________ |
| 2.43 | ______ | ______ | ________ |
| 2.44 | ______ | ______ | ________ |
| 2.45 | ______ | ______ | ________ |
| 2.46 | ______ | ______ | ________ |
| 2.47 | ______ | ______ | ________ |
| 2.48 | ______ | ______ | ________ |
| 2.49 **Non-negotiable** | ______ | ______ | ________ |
| 2.50 | ______ | ______ | ________ |
| 2.51 | ______ | ______ | ________ |
| 2.52 **Non-negotiable** | ______ | ______ | ________ |
| 2.53 **Non-negotiable** | ______ | ______ | ________ |
| 2.54 **Non-Negotiable**______ | | ______ | ________ |
| 2.55 | ________ | _______ | _________ |
| 2.56 | ______ | ______ | ________ |
| 2.57 **Non-negotiable** | ______ | ______ | ________ |
| 2.58 **Non-negotiable** | ______ | ______ | ________ |
| 2.59 **Non-negotiable** | ______ | ______ | ________ |
| Appendix I | ______ | ______ | ________ |
| Appendix II | ______ | ______ | ________ |
| Appendix III | ______ | ______ | ________ |

Company: ______________________ Authorized Representative's Name: ______________________

Authorized Representative's Signature: ____________________________ Date: _________________

## APPENDIX II

## COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

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

Suppliers shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing, upon request of UCF.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

## CERTIFICATION

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

Company: ____________________________________________________________

Authorized Representative's Name: ________________________________________

Authorized Representative's Signature: _____________________________________

Date: ___________________________

**APPENDIX III**

**BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS**

Please follow these instructions to submit via our Public Portal.

**1. Prepare your submission materials:**

Requested Information

| Name | Type | # Files | Requirement |
|---|---|---|---|
| Proposal | File Type: Any | Multiple | Required |

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

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

**2. Upload your submission at:**

https://ucfprocurement.bonfirehub.com/opportunities/242259

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of Jul 24, 2026 3:00 PM EDT. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

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

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

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

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

University of Central Florida Procurement Services uses a Euna Procurement portal for accepting and evaluating proposals digitally. Please contact Euna Procurement at support.procurement@eunasolutions.com for technical questions related to your submission. You can also visit their help forum at https://procurement-help.eunasolutions.com/hc/en-us