

SUBMIT PROPOSAL TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu	University of Central Florida REQUEST FOR PROPOSAL Contractual Services Acknowledgement Form
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Page 1 of _____ Pages	PROPOSALS WILL BE OPENED December 10, 2009 and may not be withdrawn within 120 days after such date and time.	PROPOSAL NO: 1012MCSA
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UNIVERSITY MAILING DATE: November 06, 2009	PROPOSAL TITLE: Campus Card Transaction Processing System
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME	REASON FOR NO PROPOSAL
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VENDOR MAILING ADDRESS

CITY - STATE - ZIP CODE	POSTING OF PROPOSAL TABULATIONS Proposal tabulations with intended award(s) will be posted for review by interested parties at the location where the proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
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AREA CODE	TELEPHONE NO.
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	TOLL FREE NO.
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	FAX NO.
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Government Classifications
Check all applicable

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

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

GENERAL CONDITIONS

1. SEALED PROPOSALS: All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

2. EXECUTION OF PROPOSAL: Proposal must contain a manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number must appear on each pricing page of the proposal as required.

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

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

4. **PROPOSAL OPENING:** Shall be public, on the date, location and the time specified on the proposal form. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A proposal may not be altered after opening of the proposals unless allowed by the Director of Purchasing in accordance with the rules of negotiation.

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

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

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

(c) **MISTAKES:** Proposers are expected to examine the conditions, scope of work, proposal 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 vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

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

Invoices for payment shall be submitted in sufficient detail for a proper preaudit and postaudit. 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 Sections 112.061 and 287.058 F.S. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

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

Interest Penalties: In accordance with UCF Policy 3-208, available on-line at <http://www.ucf.edu/president/policies.php>. Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

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

The ombudsman shall review the circumstances surrounding non-payment and apply the rules outlined in the UCF Prompt Payment Compliance policy to:

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

(e) **Annual Appropriations:** The University's performance and obligations to pay under this contract are contingent upon an annual appropriation by the Legislature.

6. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the University of Central Florida, or any of its agencies. Further, all proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation, or develops a program for future implementation shall be eligible to contract with the University of Central Florida for any dealing with that specific subject matter in accordance with chapter 255, F.S. Proposers must disclose with their proposal any such conflict of interest.

7. **AWARDS:** As the best interest of the University of Central Florida may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

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

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

10. **ADVERTISING:** In submitting a proposal, the proposer agrees not to use the results therefrom as a part of any commercial advertising.

11. **ASSIGNMENT:** Any Contract or Purchase Order issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

12. **LIABILITY:** The supplier shall hold and save the University, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

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

14. **PUBLIC RECORDS:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

15. **EQUAL EMPLOYMENT OPPORTUNITY:** The nondiscrimination clause contained in Section 202, Executive Order 11246 as amended by Executive Order 11375 relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

16. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprourement costs may be charged against your firm. Any violations of these stipulations may also result in:

- (a) Contractor's name being removed from the Purchasing Department vendor mailing list
- (b) All State agencies being advised not to do business with the contractors without written approval of the Purchasing Department.

17. **CANCELLATION:** The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.



UNIVERSITY OF CENTRAL FLORIDA

REQUEST FOR PROPOSAL NUMBER [1012MCSA](#)

FOR

[Campus Card Transaction Processing System](#)

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1.0 INTRODUCTION

1.1. Statement of Objective

The objective of this Request For Proposal (RFP) is to enable the University of Central Florida (UCF) to enter into an agreement to obtain the services of a single qualified vendor to provide software and hardware to replace the existing “Smartcard” Student Identification System technology and/ or interface with existing hardware installed on the Main Campus and Centers (located in the Central Florida region) for a 5 year contract commitment.

UCF Card Services is an established “one card” program which currently provides students, staff and faculty with a wide array of campus-related services including access to library services, dining services, the Recreation and Wellness Center, “cashless” purchases, student enrollment verification and door access. To effectively serve the changing needs of the campus community in card related services, we are changing the hardware and software that operate and manage the back end processes.

This Request For Proposal includes software and equipment to be furnished, although not limited to: transaction processing software to maintain student information and balances on funds deposited for use exclusively with UCF-affiliated vendors and contracts including; laundry system hardware, vending machines, Pay for Print locations, Copiers, and the Meal Plan Program. Your proposal should also include: declining balance support and transaction tracking and reporting, an interface between internal and external financial reporting systems for payment, and installation, annual maintenance and project management.

The UCF Card houses 3 different debit programs – Dining Services’ dollars, 2 Purses on the smartchip, and the ATM/debit function which can be used by the cardholder after linking their UCF Card to a SunTrust Bank account. The declining debit program containing 2 purses is currently housed on a 4K smartchip on the front of the UCF Card. The high cost of this type of cardstock as well as lack of an on-line processing and verification system is a primary motivator to explore new forms of technology. The ultimate goals are:

- * Improved and expanded services at a lower cost
- * Improved individual safety and campus security
- * Expanded and enhanced use of technology and our image as a leader in technology
- * Enhanced education, student learning, and career-readiness through the use of state-of-the-art technology
- * Support campus-community relations through business partnerships

The Successful Proposer, if any, will enter into a contract with UCF that provides for the performance of all the mandatory conditions and requirements in this RFP and any proposed conditions and requirements that UCF prefers in this RFP or that UCF determines are in UCF’s best interest.

1.2. Contract Award

- A. UCF intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
- B. UCF may reject any or all proposals if such action is in UCF’s best interest.
- C. UCF may waive informalities and minor irregularities in proposals received.
- D. UCF reserves the right to evaluate proposals and award a contract without negotiations with offerors.

Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

- E. UCF reserves the right to conduct negotiations with the highest ranked offeror(s).
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- 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. A written notice of award will be sent to the successful offeror(s).

1.3. UCF Environment

The UCF Student enrollment for the 2009-2010 academic year is currently at 53,537 compared to 42,745 for the 2004-2005 academic year. In addition UCF employs over 10,000 faculty and staff. On the main campus there are currently 6,537,203 square feet of building space on 1,415 acres. Additionally, UCF has several satellite campuses (including downtown Orlando, Florida Solar Energy Center, Rosen College of Hospitality Management) that generate campus community and visitor traffic, as well as numerous regional campuses (affiliations with local community colleges; Brevard Community College, Daytona Beach College, Seminole CC, Lake-Sumter CC, Central Florida CC, Valencia CC).

2.0 GENERAL CONDITIONS

2.1. Authorized UCF Representative/Public Notices/UCF Discretion

Proposer's response to this RFP and any communications and/or inquiries by Proposer during this RFP process must 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 and mailed and/or transmitted by facsimile to all Proposers. UCF shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this RFP.

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

Advance notice of public meetings regarding this RFP, if UCF determines in its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway. UCF reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. UCF also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal 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 will issue an Addendum to this RFP. All listed times are local time in Orlando, Florida.

Date/Time	Action
November 6, 2009	Request for Proposal advertised
November 6, 2009	Request for Proposal released
November 13, 2009	Pre-proposal conference
November 20, 2009 by 12:00pm	Last Day to submit communications and/or inquiries in writing only; preferably by email to Brian Sargent(buyer)
November 30, 2009	Responses to inquiries and Addenda, if any, mailed to Proposers
December 10, 2009	Deadline for Proposal submission at 2:00p.m. (RFP opening)

2.3 Proposer Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this RFP, the Proposer believes there are any conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer also must 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 RFP 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.

The Proposer's failure to communicate, inquire, or request changes by the date described above shall be considered to constitute the Proposer's acceptance of all of UCF's conditions and requirements. Proposers shall not be silent on concerned conditions and requirements before the deadline identified in this section and section 2.2 with the hope of negotiating a change to those conditions and requirements after tentative award of a contract resulting from this RFP.

Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to the deadline identified in this section. In the event said differences are not resolved prior to submitting a proposal, proposer must so indicate on Appendix II, Conditions and Requirements Supplemental Proposal Sheet the specific RFP section in dispute, and provide a clear and detailed reason for the dispute and a solution to the dispute, in their proposal. Clearly annotate on Appendix II next to the disputed section number where that particular dispute discussion is located in the proposal, and submit said Appendix II with the proposal.

Failure to submit Appendix II showing disputed sections, if any, and/or clear and detailed reason for the dispute, if any, with your proposal shall be grounds for rejection of that proposal. UCF will attempt to negotiate resolution of any unresolved disputes with the tentative awardee of any contract resulting from this RFP. If the university, after attempting to negotiate a resolution to the terms and conditions or any other dispute determines there are no reasonable agreeable resolution, shall in the universities sole discretion exercise its rights to reject the tentative awardee's proposal and proceed to

negotiate with the next highest ranked proposer.

UCF shall in its sole discretion determine what requested changes to this RFP and the resulting agreement are acceptable. UCF shall issue an Addendum reflecting the acceptable changes to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

- B. Any communications, questions and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to the individual identified in Section 2.1 not later than **November 20** at 12 p.m. Eastern Time as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

2.4. Proposers' Conference and Site Visit

A pre-proposal meeting and site visit will occur on November 13, 2009 at 9:00 AM in the Purchasing Conference Room. It is in the best interest of perspective proposers to attend.

2.5. Written Addenda

Written Addenda to this RFP along with an Addenda Acknowledgment Form will be mailed to all Proposers. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Proposer, dated and returned with the proposal.

2.6. Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, "Required Proposal Format". Proposals are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than **2:00pm** on **December 10, 2009** according to the time clock in UCF's Purchasing Department. Proposals or amendments to proposals that arrive after **2:00pm** on **December 10, 2009** will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. At **2:00pm** on **December 10, 2009**, all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If it elects to mail in its proposal package, the Proposer must allow sufficient time to ensure UCF's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at UCF's Purchasing Department no later than **2:00pm** on **December 10, 2009**.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: **RFP 1012MCSA Campus Card Transaction Processing System**. The proposal must be **two hard copies and one electronic**. Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled "REQUEST FOR PROPOSAL ACKNOWLEDGMENT FORM (Form RFP/CS)." The copy containing the original signature must be marked "ORIGINAL."

2.7. Proposal Opening Date

Proposals will be opened in UCF’s Purchasing Department on the date and at the time shown in Section 2.2, “Calendar of Events.”

2.8. Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s)) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Discussions with offerors after receipt of a proposal do not constitute a rejection or counteroffer by UCF.

- B. UCF reserves the right to conduct negotiations with the highest ranked offeror(s). In the event the decision maker determines it to be in UCF’s best interest to enter into negotiations, he/she after receiving the advice and consent of the Purchasing Director shall:
 - 1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of proposals. The committee will review all responsive proposals and develop a ranked order of offerors based on the points given each evaluation criteria contained herein;
 - 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of proposals;
 - 3. Ensure consistency among the solicitation requirements, notices to offerors, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 - 4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation;
 - 5. Consider the recommendations of the evaluation committee in determining which proposer(s) to enter into negotiations; and
 - 6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will invite the highest ranked offeror(s) falling within the desired competitive range to enter into negotiations.

- C. All proposals shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the RFP or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the RFP’s subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluation committee members. Each evaluation committee member shall function independently of all persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this RFP and any aspect thereof including, without limitation, the proposals and their content with any other individual whatsoever. After thoroughly reading and reviewing this RFP, each evaluation committee member shall conduct an independent evaluation of the proposals in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Criteria	Max Points
1. Equipment and software capabilities to handle the RFP’s preferred conditions, requirements, and specifications	25

2. Cost/Value of annual service and maintenance requirements	15
3. Overall pricing	25
4 Project management and implementation plan	25
5. Experience and qualifications of proposer	10
Evaluation Point Total	100

Each evaluation committee member must independently score, in writing, each proposal on the form depicted in **APPENDIX I**. Each evaluation committee member shall enter comments, if any, regarding the proposal and then sign the completed score forms and deliver them, in a sealed envelope, to **Brian Sargent**, who will forward copies to the **VICE PRESIDENT/ DEAN**, or his/her designee. At the time of such delivery to Brian Sargent the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by **VICE PRESIDENT/ DEAN**.

The **VICE PRESIDENT/ DEAN** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the RFP, the proposals, and committee members' scoring forms. While not bound to them, the **VICE PRESIDENT/ DEAN** may give deference to the scoring forms. Based on what the **VICE PRESIDENT/ DEAN** determines is in the best interest of UCF, the **VICE PRESIDENT/ DEAN** will then make the final decision whether or not to recommend the award of a contract to a Proposer to this RFP, negotiate with the highest ranked proposer(s) or cancel the RFP.

The **VICE PRESIDENT/ DEAN** may, at any time during this RFP process, assign one (1) or more UCF staff member(s) to assist the **VICE PRESIDENT/ DEAN** review prior to his/her decision-making in this process. UCF is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or highest commission proposed. UCF reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that UCF, in its sole discretion, determines is in UCF's best interest.

2.9. Posting of Recommended Selection

The recommendation to award a contract, if any, to a Proposer(s) to this RFP will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with UCF:
 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of all proceedings under Chapter 120, Florida Statutes.

- A. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.
- B. In addition to all other conditions and requirements of this RFP, UCF shall not be obligated to pay for information obtained from or through the Proposer.

2.10. Proposal Validity Period

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

2.11. Disposition of Proposals

All proposals 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 proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to UCF with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. UCF's selection or rejection of a proposal will not affect this exemption.

2.12. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is **mandatory** that Proposers follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Proposer in responding to this RFP including, without limitation, costs for oral presentations requested by UCF, if any.

2.13. Restricted Discussions/Submissions

From the date of issuance of the RFP until UCF announces its intent to negotiate, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of UCF except as expressly requested by UCF in writing. Violation of this restriction will result in REJECTION of the Proposer's proposal.

2.14. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Proposer 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 RFP 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 Proposer that are signed in writing and delivered on a timely basis, i.e., not later than [12:00pm](#) on [November 20, 2009](#), will be recognized by UCF as duly authorized expressions on behalf of the Proposer.

2.15. State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to UCF when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State's Office at (904) 488-9000.

2.16. Parking

The successful Proposer, if any is selected by UCF, shall ensure that all vehicles parked on campus for purposes relating to work resulting from this RFP shall have proper parking permits. All vehicles must be registered with UCF's Parking Services Department, and Proposer must purchase parking permits. Proposer's vehicles shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all UCF's parking rules and regulations could result in tickets and/or towing at the expense of Proposer or Proposer's employee. For additional parking information, contact UCF's Parking Services Department at (407) 823-5812.

2.17. Definitions

UCF'S Contract Administrator - The University' designated liaison with the Proposer. In this matter UCF's Contract Administrator will be **Brian Sargent**.

Proposer - Anyone who submits a timely proposal in response to this RFP.

Successful Proposer/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this RFP.

Contract/Agreement - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this RFP and the Vendor's proposal.

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 **Tammy Kidder**.

2.18. Procurement Rules

- A. UCF has established for purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by UCF. A deviation is material if, in UCF's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.
- B. The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable

condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in the proposal being considered as not in the best interest of UCF.

- C. The Proposer must comply with instructions cited in section 2.3. Also, the Proposer must initial the designated item, using APPENDIX II, indicating that this section has been understood and agreed or disagree upon.
- D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for UCF's REJECTION of the proposal.

2.19. Force Majeure

No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF's reasonable control, any date or times by which either party 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.

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 proposal by Proposer to limit the Proposer's liabilities to the State or to limit the State's remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer's proposal.
- 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 RFP 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.

Under this RFP and the resulting contract, if any, the Proposer must hold UCF and those in privities with UCF, and their officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings and judgments from claims arising or resulting from the acts and omissions of the Proposer and those under the Proposer's supervision and control; provided, however, such indemnification shall not include any amounts for consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.

- C. The Proposer shall obtain, maintain, and pay for insurance in the categories listed in the following insurance schedule. It is not the intent of this schedule to limit the types of insurance otherwise required by this RFP or that which the Proposer may desire to obtain. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer's operations under the contract resulting from this RFP, if any, and

shall be effective throughout the effective period of such contract. UCF, its Board of Trustees, the Florida Department of Education, and the State of Florida, shall be included as additional named insureds on each of Proposer's policies. **The Proposer shall furnish UCF proof of Proposer's insurance coverage by original ACORD certificates of insurance no later than five (5) days after the contract resulting from this RFP, if any, is executed. Before commencement of work under the contract resulting from this RFP, if any, the Proposer shall submit evidence that it and all of its subcontractors, if any, have obtained full insurance coverage set forth in the following schedule.** See also Section 2.30 below entitled "Subcontracts." UCF shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any of Proposer's or Proposer's subcontractors' insurance policies. The payment of such deductible shall be the sole responsibility of the Proposer and/or Proposer's subcontractor that obtained the insurance. The Proposer shall always promptly notify UCF of any change in insurance coverage or carrier by it or any of its subcontractors. See also Section 2.30 entitled "Subcontracts."

SCHEDULE:

<u>Policy</u>	<u>Coverage</u>
(a) Worker's Compensation	Statutory
(b) *Comprehensive General Liability Insurance:	
(1) Bodily Injury Liability	\$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(c) Comprehensive Automobile Liability Insurance:	
(1) Bodily Injury Liability	\$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(d) Excess Umbrella Liability	
(1) Combined Single Limit Bodily Injury	\$3,000,000 each occurrence
(2) Injury and/or Property Damage	\$3,000,000 aggregate
(e) *Comprehensive Liability to include but not be limited to:	
(1) Consumption or Use of Products	
(2) Existence of Vehicles, Equipment or Machines on Location	
(3) Contractual Obligations to Customers	

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

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.21. Term of Contract

The contract resulting from this RFP, if any, will be for a **five (5)** year period beginning approximately **January 1, 2010**, with UCF and the selected service provider having the option to renew for an additional **three (3) two (2) year** periods pending mutual consent.

2.22. Cancellation /Termination of Contract

Any contract established as a result of this RFP may be unilaterally canceled by UCF for refusal by Proposer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with this RFP or the resulting contract. UCF also may terminate such contract resulting from this RFP, if any, without cause on thirty (30) days advanced written notice to the Proposer. The parties to such contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate such contract immediately and also 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.

2.23. Assignment and Amendment of Contract

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

2.24. Independent Parties

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

2.25. Performance Investigations

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

2.26. Severability

If any provision of the contract resulting from this RFP, 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.

2.27. Notices

All notices and all other matters pertaining to the contract resulting from this RFP, if any, to a party shall be in writing, shall be hand delivered, or sent by 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 RFP.

2.28. Governing Law and Venue

This RFP and resulting contract, if any, and any disputes there under 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 Proposer hereby agree that this RFP 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.

2.29. Liaison

UCF's liaison with the successful Proposer, if any, shall be **Tammy Kidder**.

2.30. Subcontracts

The Proposer is fully responsible for all work performed under the contract resulting from this RFP, if any. The Proposer may, with the prior written consent of UCF, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer's response to this RFP. No subcontract shall be implemented or effective until approved in writing by UCF. No subcontract(s), which the Proposer enters into under the contract resulting from this RFP, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer 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 Proposer.

2.31. Employment of UCF Personnel

The Proposer 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 RFP 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.

2.32. 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. Proposer commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.
- B. The Proposer, if any, awarded a contract under this RFP shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Proposer anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached as **APPENDIX III**.

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

2.33. Waiver of Rights and Breaches

No right conferred on UCF by this RFP or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by UCF's signatory. UCF's waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

2.34. Headings Not Controlling

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

2.35. Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer 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 RFP or goods or services thereunder. Violation of this section by Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP 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 Proposer'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 Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, UCF shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this RFP 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.

2.36. Site Rules and Regulations

Proposer 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.

2.37. Travel Expense

Proposer shall not under this RFP 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, Proposer may be authorized to incur travel expenses payable by UCF to the extent and means provided by Sections 287.058(1) and 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

2.38. Annual Appropriations

UCF's performance and obligation to pay under any contract resulting from this RFP will be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). UCF shall give notice to Proposer of the non-availability of such funds when UCF has knowledge thereof. Upon receipt of such notice by Proposer, Proposer shall be entitled to payment only for those services performed prior to the date notice is received.

2.39. Taxes

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

2.40. Contractual Precedence

The agreement that results from this RFP 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 Request for Proposal ("RFP") including all the University's RFP specifications, and the Payee's RFP response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- A. University's RFP and RFP specifications;
- B. the Agreement;
- C. Proposer's RFP response; and
- D. any other attached documents signed by the University's official signatory at the time the Agreement is executed.

2.41. Use of Contract by Other Governmental Agencies:

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

3.0 REQUIRED PROPOSAL FORMAT

3.1. Introduction

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

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If Proposer's proposal deviates from these instructions, such proposal may, in UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE PROPOSER CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters that the Proposer wishes UCF to take into consideration in reviewing the proposal. Proposer's response to this RFP must be sent to UCF's Authorized Representative at the address listed in Section 2.1 above.

3.2. Proposal Sections

The Proposer shall organize its proposal into the following major sections.

1. Equipment and Software Capabilities to meet the RFP's preferred conditions, requirements and specifications outlined to include a detailed explanation of the system and the proposed solution to support: (Complete specifications for each area detailed in APPENDIX IV):
 - a. Online-Student Account Manager
 - b. On-line Merchant Manager
 - c. Unattended value loader/with card dispenser
 - d. Automated Conversion Software to remove funds from chip on SmartCity Cards and apply to new System
 - e. Core Transaction Processing Software
 - f. E-Commerce Payment Gateway
 - g. Copier Terminals
 - h. Pay-for-Print Terminals
 - i. Microfiche Terminals
 - j. Wireless Vending Terminals
 - k. Laundry Gang Readers
 - l. Meal Plan Management Software
 - m. POS Interface and transaction Terminals
 - n. Card Readers
 - o. Cost of transitioning from a smart card to a magnetic stripe system in terms of hardware, software and any additional equipment needed.
2. Cost Value of Annual Service and Maintenance Contracts
 - a. Detail annual cost and any associated annual projected increases.
3. Overall Pricing
 - a. Complete APPENDIX IV to include specific costs for each area and grand total.
4. Project Management and Implementation Plan
 - a. Detailed plan on approach to implement and transition to new system
 - b. Operator training by the technician on site on hardware setup, operation, configuration and operator maintenance. Software training to include production design, database linking, and card production, as well as productivity and quality tips.
 - c. Plan for delivery, installation, removal of packing and shipping containers and trash from the premises. Product installation includes unboxing, setup hardware; configure system, load software, interface help, peripheral interface and testing.

- d. Vendor must identify the method of support provided to assure the system performs reliably. The location of service personnel, relative to the University's locations will also be a consideration in the evaluation process.

5. Experience and Qualifications of Proposer

- a. Ability of Proposer's organization to meet UCF's needs. List primary officers and staff of the organization. Indicate experience of individual(s) who will be assigned to this project; include resume(s).
- b. Number of years experience in providing ID Card Support Services.
- c. Present three (3) educational references of which there is a full utilization of card service support at a single location. Include name, position, telephone number, fax number and e-mail or internal address of a contact reference person.
- d. The vendor must identify the method of support provided to assure the system performs reliably. The location of service personnel, relative to the University's locations will also be a consideration in the evaluation process.

4.0. OTHER REQUIREMENTS

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

Proposer may provide additional statements and information which support their proposal. UCF is particularly interested in innovative solutions.

**APPENDIX I
EVALUATION SCORING SHEET**

NAME OF PROPOSING COMPANY _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each proposal on a separate form.
2. Work independently and do not discuss the Proposals or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to Brian Sargent.

Evaluation Factors	Max Points	Points Awarded
1. Equipment and software capabilities to handle the RFP's preferred conditions, requirements, and specifications	25	
2. Cost /Value of annual service and maintenance requirements	15	
3. Overall pricing	25	
4 Project management and implementation plan	25	
5. Experience and qualifications of proposer	10	
Total points:	100	
Comments, if any:		

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

APPENDIX II

SUPPLEMENTAL PROPOSAL SHEET

SECTION 1 AND 2 CONDITIONS AND REQUIREMENTS

The below items of this RFP must each be initialed, as YES for "understood and agreed upon" and NO for "not agreed to." Failure to complete and return this document with your proposal could result in rejection of your proposal. Proposers shall not check items as "understood and agreed upon" for submittal of proposal with the hope of negotiating a change of those conditions and requirements after tentative award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to deadline for inquires. A failure of the university and the tentative awardee to come to a reasonable agreement of terms within a time UCF determines to be reasonable is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.1	_____	_____	_____
2.2	_____	_____	_____
2.3	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6	_____	_____	_____
2.7	_____	_____	_____
2.8	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11	_____	_____	_____
2.12	_____	_____	_____
2.13	_____	_____	_____
2.14	_____	_____	_____
2.15	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.16	_____	_____	_____
2.17	_____	_____	_____
2.18	_____	_____	_____
2.19	_____	_____	_____
2.20	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27	_____	_____	_____
2.28	_____	_____	_____
2.29	_____	_____	_____
2.30	_____	_____	_____
2.31	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35	_____	_____	_____
2.36	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.37	_____	_____	_____
2.38	_____	_____	_____
2.39	_____	_____	_____
2.40	_____	_____	_____
2.41	_____	_____	_____
3.1	_____	_____	_____
3.2	_____	_____	_____

PROPOSER COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

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

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

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

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

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

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

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

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

agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

PROPOSER COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

INVITATION TO BID ADDENDUM

BID NUMBER 1012MCSA

OPENING DATE & TIME December 10, 2009 @ 2:00pm

BID TITLE University Campus Card Transaction Processing System

ADDENDUM NUMBER 1

ADDENDUM DATE November 30, 2009

PLEASE MAKE THE FOLLOWING CHANGES AND/OR REVISIONS TO THE BID DOCUMENTS.

Questions for RFP 1012MCSA Campus Card Transaction Processing System

1. Line 12 on Appendix IV has POS Terminals, Support for the Verifone vx-570 for a qty of 21. Does this mean that UCF has 21 of these and wishes to use them in the system or does the successful bidder supply the terminals? **UCF will supply terminals, the selected vendor needs to support them.**
2. There is listed on lines 2, 4, 6, 13, 14 of the UCF Card Office and Computer Services line 3 and Computer services lines 2, 3 and Rosen lines 2, 3 and UCF Dining Services lines 3, 5 all list Licence Fee or licence fee increase or in the case of Dining Services hardware and software support. Please clarify the terms of reference for us, does License Fee mean to include Software support, is there a difference between License Fee and License Fee increase per year, is there a requirement for Hardware support as a separate line or should it be included in the column headed 'Annual Service & Maintenance Contract Required - Yes /No – Cost' **In reference to license fees, we are referring to ongoing annual fees for software and/or hardware support and if there is a projected increase or decrease in fees over the life of the contract. The annual Service & Maintenance Contract column is if the vendor requires an annual contract to support hardware purchased and supported by the vendor.**
3. Are you interested in a 5 year Software and/or Hardware Support plan and the costs associated with that? **Yes**
4. Only the area under the 'UCF Card Services' is requesting installation and training, do you wish to have Installation quoted for all of the areas listed in Appendix IV? **If your system requires additional installation and training, include.**
5. For the Specifications under the 'Vending terminal – copiers' and 'Vending Terminals – Bookstore' the specification is the same as for 'Vending Terminal – beverage and Snack', please clarify the specification for the terminals used in the copier and bookstore applications. **The bookstore needs MDB readers to connect to snack machines that vend office supplies. The copier readers must be able to**

- interface with the copier or the attached Jamex unit.
6. Is the intent on the wireless network to quote on putting a complete Network in to support the communication of transactions between the Vending Terminals and the back end database? **Yes** And is that to be a separate Network from the university's Network? **Our intent is to use the existing campus wireless network.**
 7. Is 208 the total number of laundry machines being controlled by the Laundry Gang controllers? What are the room configurations for the laundry? **See attached**
 8. Under Dining Services how many Micros POS are there? **20**
 9. Are the 20 x VX-570 VeriFone POS readers, located at food services available to be used by the successful bidder to conduct transactions to the back end? **Yes**
 10. Is it okay to add a column in the Appendix IV to describe how we can accomplish the individual items listed under the heading of 'Minimum Requirements/Specifications'? **Yes**
 11. By indicating in the print area to quote a terminal or alternate print solution does the university have a preference of which they would prefer? **The Library currently uses Pharos as a print solution but is open to changing to a new system if it proves to be a better, more economical system. The print labs run by Computer Services currently use ITeam as their vendor but are looking to replace that system. Their options *may* be to partner with the Library on the Pharos site license or choose a new vendor. Please include the cost of the terminal used by your system to integrate with the current systems in place and an alternate print solution if one is available.**
 12. Who is your current credit card provider? **Bank of America thru TSYS**
 13. Are the Verifone VX570 card readers Dial-up or TCP/IP? **Supports both platforms but we require a TCP/IP connection with the new system.**
 14. Are there any laundry rooms with more than 32 laundry machines? What is the total number of washers and dryers that will be controlled by the card? **See Attached**
 15. Is UCF open to a hosted system or does UCF prefer to manage their own IT resources/system infrastructure? Or open to both options? **Manage own only.**

16. Will UCF be responsible to provide TCP/IP and/or wireless drops for on-line communications with the devices back to the host? **Yes**
17. Where PCI/DSS Compliance is required, can you confirm that this relates to credit card/debit card acceptance and functionality only? **Compliance is required on Credit and Debit and preferred on all other transactions.**
18. Is it an absolute requirement for Credit card and Debit card support for all machines (e.g. vending, photocopier etc)? **No, preferred on vending.**
19. Is a single Pay4print solution acceptable or does UCF intend to continue with multiple Pay4Print vendors? **UCF will continue with multiple, unless a solution is proposed that all areas are in agreement with.**
20. How does the new program fit in with the iCLASS implementation in Computer Services? **UCF Card Services is limiting the transaction system to the magstripe. A contactless smartchip system may be added to cardstock but will not be managed by UCF Card Services.**
21. Will UCF entertain a risk / reward model, based on transaction based fees? **We are not familiar with this model. Please elaborate?**
22. Requirement of ability on all vending to upgrade firmware remotely via TCP/IP: Does this pertain to device firmware (operational systems) or operational parameters and configurations? **Both preferred.**
23. Terminal time updated daily by server; please define? **We require that the Date/Time automatically synchronizes with server.**
24. Vending Terminals - Copiers
 - a. Supports MDB? **Yes, the current Debitek readers are MDB.**
 - b. How is Jamex tower currently connect to copier and what available ports are remaining? **There is currently a single 7 pin wire (Toshiba part# 301277) that runs from the Jamex tower to a circuit board inside the copier. The copier would have to be disassembled to look for more ports.**
 - c. Can track all vends including cash vends? **We would prefer, but not required.**
 - d. Fits on standard opening of vending machine? **The current Debitek reader is mounted into a standard (approx. 3¼ x 4¼ inches) vending machine opening in the Jamex tower.**
25. Vending Terminal-Bookstore –
 - a. What is vending terminal purpose in bookstore? **These are vending machines that dispense office supplies.**

- b. Supports MDB? **Yes**
- c. Can track all vends including cash vends? **We would prefer, but not required.**

26. Wireless Network Interface: Equipment Connection to Interface: Quantity 1 Please explain quantity and function and to what device(s) does it relate to as most require wireless functions? **We are seeking the ability to connect all vending terminals to a wireless bridge.**

27. Please clarify on Appendix IV under UCF Dining requirements:

- a. Concerning Dining and Food Vendors: During the tour, UCF mentioned that many of the UCF vendors are independent and not under the Aramark umbrella. Are all the food vendors using their own POS systems and currently have a VeriFone terminal for card transactions or are all the vendors using a Micros POS system? If vendors are independent can you list them currently and systems they are using. **All independent merchants are running their own POS systems with an un-interfaced Verifone terminal for card transactions. Dining Services is currently using a Micros POS system in their locations with an un-interfaced Verifone terminal for card transactions.**
- b. For Market Days outside it was indicated a desire to outfit vendors with POS/card terminals. What networking and power requirements are available? Does UCF envision using VeriFones or another type of device? **We envision a portable device that can connect wirelessly to the campus network.**

28. Meal Plan Management Software

- a. Define how a student would use multiple meal plans and accounts simultaneously? Or does a student sign up for a plan each semester and it automatically expires? **The dollars are placed in various accounts and funds are pulled from the accounts based on location and meal type. The funds expire based on the type of plan and duration.**
- b. Are meal plans used at all locations or just specific ones? Please Elaborate. **Specific locations (2 – Marketplace and Knightro’s) and Dining Dollars at all locations**

29. Micros POS System

- a. Is this system used by all UCF food service vendors or just Aramark locations? If so, how many locations? **Just Aramark and their 10 locations**
- b. How is the UCF Card currently interfaced with the Micros system? **Dining Services is using C-Bord for the meal plan that interfaces with Micros.**

30. Define requirements as to how/why vending, copy, print, laundry, POS, value loader are interfaced with the Meal Plan Management Software? **They are not integrated – funds are pulled from a central account based on the original allocation and permissions set for each user.**

31. POS System - Requirement to view meal plan status and meals remaining: Is this for the student or vendor? Where is it viewed? **We want both groups to be able to see transactions via a web based system.**
32. Pay for Print: It was mentioned that it is preferred that devices connect via USB? **Yes**
33. Is this the payment terminal to the release station computers? **Yes**
34. Power Outages were also mentioned that caused fluctuations with the Pay for Print devices and made them hard to manage. Can UCF elaborate on what the cause of the outages, what issues do the outages cause with the devices such as transaction loss, failed prints, other? **Current older technology can be very sensitive to power surges and spikes creating the need for a conditioned system. We need readers that aren't sensitive to power fluctuations.**
35. New and Expanded requirements on PowerPoint presentation mentioned Locking System. Please define and elaborate. **Card Services is not currently looking to support this option. It may be supported in the future by another department by means of adding a technology to the card stock such as RFID.**
36. During presentation it was mentioned that Log on to Computers was a possible desired future app. What operating systems would UCF like supported? **Card Services is not currently looking to support this option. It may be supported in the future by another department by means of adding a technology to the card stock such as RFID.**
37. In addition to the above questions, we would like to request a copy of the PowerPoint Presentation given at the Pre-Bid Meeting on November 13, 2009. **Attached**
38. Statement of Objective: The UCF Card houses 3 different debit programs – Dining Services' dollars, 2 Purses on the smartchip, and the ATM/debit function which can be used by the cardholder after linking their UCF Card to a SunTrust Bank account. Is it mandatory to support the ATM/debit card with the Sun Trust Bank? **No**
39. Area 3 UCF Card Services: Online merchant manager- "Allow merchants to retrieve secure reports over the Internet".
Question A: Please clarify; does this mean UCF wants to give off-merchants the capability to retrieve reports from the system via the internet? **Yes**
Question B: What is the school's objective regarding merchant revenue? **We charge a transaction processing fee.**

40. Area 5 UCF Card Services: Unattended loader w/card dispenser- “Allows minimum purchase amount control”
Question: Are you referring to a minimum amount required to make a deposit to a card? **Yes**
41. Area 9- E-Commerce payment gateway- “Support for TSYS”
Question: Can UCF please provide more information about TSYS and how it is used on and/or off-campus? **No off campus and used for credit card processing.**
42. Area 7 UCF Card Services: Automated Conversion system – “Removes value from existing chips on SmartCity cards and adds to new declining debit account. Stores SmartCity transaction in card reader until downloaded by GMX2000 for Smartcity reconciliation. Reports all amounts added to accounts”.
Question A: Can UCF please expand and describe your ideal way of accomplishing this? **We would prefer it be debited off the card and credited to the new account with minimal staff intervention such as a piece of hardware.**
Question B: Is there is a centralized software package that tracks the amounts that should be held in the chip purse? **Yes, but the actual balance resides on the chip.**
43. Area 8 UCF Card Services: Core Software- “Integrates with VisionDatabase System's IDMS”
Question: Is it mandatory to integrate to VisionDatabases system or is UCF open to replacing the existing ID card system? **We are open to alternatives.**
44. Area 12 UCF Card Services: POS Terminals – “Support for Veriphone VX570 readers”
Question: How many off-campus merchants have IP connectivity? How many readers in use IP connectivity? **None, we don't have off campus merchants.**
45. Area 2: UCF Dining Services: POS System – “Purchase meal plan over the Internet using a credit card”
Question: Please provide additional details; Is this meant for students, parents, or quest to add value to an existing meal plan? **Yes, it is for parents, students, and guests to add value and purchase meal plans on line.**

The following questions relate to Section 3.2 "Proposal Sections" Letter D Automated Conversion Software.

46. Can you verify the number of accounts that cardholders will have a balance on that will need to be moved to the new system? **3 separate purses per card, a minimum of approximately 30,000 card holders.**
47. Will you want these account balances to be transferred to one new "online account" or multiple new "online accounts"? **One account.**
48. Can you identify the exact information stored on the chip? **Yes, only if the chip is read.** Is the unique identifier the ISO? **Yes** Will the ISO be the unique identifier moving forward with the new system? **The ISO will be used to access the student account. However, the account will be tied to the student's university ID.**
49. Can you please clarify what exact card readers this section is referring to (Letter N Card Readers)? **The card readers that will be proposed by the vendor in response to this RFP.**
50. Can you provide the make and model of the microfiche machines? **Canon M31019**
51. Can you provide the exact specifications on the existing Micros POS system? What software platform and version and what types of hardware are currently deployed? **There are 4 different POS terminals: Eclipse (retail), Workstation (Arena), Workstation 4 (retail), HHT Handheld (Arena). They are currently running the following software: POS 3700 4.3 HF1 (retail locations), POS 9700 (Arena), Odyssey 4.2.12 (meal plan)**
52. I believe this was discussed during the walk thru but I do not see it in the document. Is the desire to allow the card to be used as a method of payment in the campus bookstores? **Yes** If so what is the current Bookstore point of sale system? **They currently use an un-interfaced VeriFone.**
53. As well during the walk thru it was identified that UCF is requesting the vendors to be able to integrate to the campuses current VeriFone devices. Can you explain that requirement in more detail and identify what model of VeriFone. Also can you describe where these devices will be used? **We would like independent to be able to only use the VeriFone Vx570 POS terminal. It will need to communicate with the card system via a network connection.**
54. What is the total number of Point of Sale terminals (Micros 3700) being used? **20**
55. What is the total number of Card Reader (VX570) being used? **100**

56. Can you please provide the number of accounts by cardholder type (Faculty, Staff, Student, Visitor, etc) that currently have a balance (other than \$0.00)? **No –a card holder is not identified by type.**

57. Of these cardholder accounts with balances on them - how many accounts have had usage within the last 12 months? Can you please break out by cardholder type/status and each account. Can you provide an overall number without duplication? **Our current query system is not set up to pull information in this format without further programming.** For instance if a student has \$3.10 on purse 1 and \$40.00 on purse 2 he would have a balance on both purses but this would only be 1 card. **Yes, this is one card.**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT WITH YOUR BID.
FAILURE TO SIGN AND RETURN WITH YOUR BID COULD RESULT IN REJECTION OF YOUR BID.**

BIDDERS SIGNATURE

PRINT OR TYPE BIDDER'S NAME

ADDRESS

TELEPHONE NUMBER