

**University of Central Florida
INVITATION TO NEGOTIATE**

A response to:
Invitation to Negotiate #1325JCSA
**ERP Consulting Services for Implementation and Upgrades for
PeopleSoft Applications, PeopleTools and Oracle Software and Hardware**

Submitted By:
Active Consulting, Inc.

Closing Date:
June 3rd, 2014 at 2:00 PM

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

**SUBMIT OFFER TO: PURCHASING
DEPARTMENT UNIVERSITY OF
CENTRAL FLORIDA
12479 RESEARCH PARKWAY, BLDG. 600
ORLANDO, FL 32826
Phone:(407) 823-2661 – Fax (407) 823-5551
www.purchasing.ucf.edu**

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

Page 1 of 32 Pages OFFERS WILL BE OPENED **June 3, 2014** ITN NO: **1325JCSA**
and may not be withdrawn within _____ days after such date and time.

UNIVERSITY MAILING DATE: **May 1, 2014** ITN TITLE: **ERP Consulting Services for Implementation and Upgrades for PeopleSoft Applications, PeopleTools and Oracle Software and Hardware**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER
90-0659675

VENDOR NAME: **Active Consulting, Inc.** REASON FOR NO OFFER

VENDOR MAILING ADDRESS
107 Loch Vale Lane

CITY - STATE - ZIP CODE
Carv – NC - 27518 **POSTING OF PROPOSAL TABULATIONS**

AREA CODE TELEPHONE NO.
954 993-5912

TOLL FREE NO.

FAX NO.

Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at <http://regulations.ucf.edu/chapter7/index.html> shall constitute a waiver of proceedings under that regulation.

Government Classifications
Check all applicable

- African American
- American Women
- Asian-Hawaiian
- Government Agency
- Hispanic
- MBE Federal
- Native American
- Non-Minority
- Non-Profit Organization
- Pride
- Small Business Federal
- Small Business State

GENERAL CONDITIONS

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

2. EXECUTION OF OFFERS: Offers must contain a manual signature of authorized representative in the space provided above. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor 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 OFFER SUBMITTED: If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor

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

must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.



AUTHORIZED SIGNATURE (MANUAL)

Johan Basson, President Active Consulting, Inc.

AUTHORIZED SIGNATURE (TYPED), TITLE

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

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

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

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

Vendors shall submit properly certified original invoices to:

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

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

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

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

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

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

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



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 1325JCSA

FOR

**ERP Consulting Services for Implementation and Upgrades for PeopleSoft Applications,
PeopleTools and Oracle Software and Hardware**

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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 a contract with one or more qualified consulting companies to assist UCF's implementation, enhancement, support and upgrades of PeopleSoft Campus Solutions, Human Capital Management, Financials, CRM, Interaction Hub, PeopleTools 8.52 and higher, Academic Advisement, Mobile Web Development with integration to PeopleSoft applications and analytical tools including, but not limited to OBIEE and Hyperion. Assistance with systems administration functions relating to patches, upgrades, performance tuning, server configurations and security. Assistance with database administration functions relating to upgrades, performance tuning, configurations and security. The University is in production use of PeopleSoft Campus Solutions 9.0, Human Capital Management 9.0, PeopleSoft Interaction Hub 9.1, Financials 9.1 and CRM 9.1.

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

1.2 Contract Award

- A. UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer represents the best value after evaluation in accordance with the criteria in this solicitation.
- B. UCF may reject any or all offers if such action is in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to evaluate an offer and award a contract without negotiations. Therefore, the offerer's initial offer should contain the offerer's best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the highest ranked offerer(s).
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. A written notice of award will be sent to the successful respondent(s).

1.3 UCF Environment

The University of Central Florida is a comprehensive coeducational institution offering undergraduate, graduate, medical, and international programs, and is part of the State University System of Florida.

The University of Central Florida and its 12 colleges provide opportunities to over 60,000 students from all 50 states and 140 countries. UCF employs approximately 10,000 faculty and staff. Offering 212 degree programs, it has become an academic and research leader in numerous fields, such as optics, modeling and simulation, engineering and computer science, business administration, education, science, hospitality management and digital media.

UCF's 1,415-acre main campus provides modern facilities, most of which have wireless connectivity, with 600 acres set aside for lakes, woods and an arboretum. UCF has 12 colleges, including the newly

established College of Medicine. More than 60,000 students attend classes on UCF's main campus and its 9 regional campuses located throughout Central Florida. UCF has granted more than 250,000 degrees in its 45 years of offering classes.

About 5,800 students live on campus in college facilities and 8,000 – 10,000 within walking distance to campus in private facilities. The balance of the student body either commutes or is enrolled in branch campuses in Cocoa, Daytona Beach, South Orlando or the Rosen College of Hospitality Management.

UCF currently uses a mixed hardware environment including Sun Solaris, Windows Server 2012, F5 load balancing, VMWare and others. UCF has a robust architecture that includes high availability options, data redundancy and disaster recovery.

Additional information available at: <http://www.ucf.edu/about-ucf/>

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

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

Cali Jones
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
cali.jones@ucf.edu
PH: 407-823-5889
Fax: 407-823-5551

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at which a vendor answers questions is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer is not in UCF's best interest.

2.2 Approximate Calendar of Events

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

Date/Time	Action
May 1, 2014	Invitation To Negotiate advertised
May 1, 2014	Invitation To Negotiate released
May 15, 2014; 2:00 p.m.	Last Day to submit communications and/or inquiries in writing only to the person listed in section 2.1; preferably by email. .
May 20, 2014	Responses to inquiries and Addenda, if any, mailed to Respondents
June 3, 2014; 2:00 p.m.	Deadline for Offer submission at 2:00 p.m. (ITN opening)

2.3 Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent 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 ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.
- B. Any Respondent disagreeing with any terms and conditions set forth in this ITN shall indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and shall provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all PRIOR TO the deadline stated in Section 2.2 "Calendar of Events." UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- C. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. "Calendar of Events," shall be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the

Respondent shall be automatically rejected.

- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way must be submitted in writing to the individual identified in Section 2.1 not later than **May 15, 2014 at 2:00 p.m.** Eastern Time as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Respondent who is submitting the inquiry.

2.4 Respondents' Conference and Site Visit

None

2.5 Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be mailed to all Respondents. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Respondent, dated and returned with the offer.

2.6 Offer/Proposal Opening Date

Respondent's response to this ITN shall be prepared in accordance with Section 3.0, "Required Offer Format". Offers are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than **2:00 p.m.** on **June 3, 2014** according to the time clock in UCF's Purchasing Department. Offers or amendments to offer that arrive after 2:00 p.m. on June 3, 2014 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. At **2:00 p.m.** on **June 3, 2014**, all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers. Purchasing will not extend the proposal opening to accommodate vendors that did not discover the ITN early enough to submit a proposal.

If Respondent elects to mail in his/her offer package, the Respondent must allow sufficient time to ensure UCF's proper receipt of the offer package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Respondent to ensure that the offer package arrives at UCF's Purchasing Department no later than **2:00 p.m.** on **June 3, 2014**.

Offers will be accepted up to, and no offers may be withdrawn after, the deadline for offer submission time and date shown above. Offers must be delivered in sealed envelopes clearly marked: **ITN1325JCSA ERP Consulting Services for Implementation and Upgrades for PeopleSoft Applications, PeopleTools and Oracle Software and Hardware**. The offer must be submitted with seven (7) copies; one hard copy and six (6) electronic versions on either disc or thumb drive. The hard one copy needs to contain original signatures of the Respondent's authorized representatives on the document titled "INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM (Form ITN/CS)." All copies of proposals whether they are electronic or hard copy must be complete sets in every way, with all information the proposer desires to be evaluated. UCF will not be responsible for any proposal's low score during the evaluation process that results from any of the proposals (hard or

electronic copy) having incomplete information and or omitted documents. UCF will not be responsible for making copies of any omitted or missing documents to complete any submitted proposal.

2.7 Section Not Used

2.8 Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the highest ranked offerer(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 offers. The committee will review all responsive offers and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;
 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 3. Ensure consistency among the solicitation requirements, notices to respondents, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Consider the recommendations of the evaluation committee in determining which offerer(s) to enter into negotiations; 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 offerer(s) falling within the desired competitive range to enter into negotiations.
- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Chief Technology Officer or his/her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the Chief Technology Officer or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Evaluation Criteria	Max Points
A. Experience and Qualifications in any of the following PeopleSoft applications: Campus Solutions, Human Capital Management, Financials, CRM, Interaction Hub, Mobile, Academic Advising, Oracle Database Administration, PeopleSoft Systems Administration	100
B. Services Offered	35
C. Consulting Scope and Cost to University	10
D. Prior experience with a large complex multi campus Higher Education institution	35
E. Demonstrated ability to meet the requested project time lines	10
F. Conformance to ITN’ s preferred conditions and requirements (Failure to conform to ITN’s mandatory conditions and requirements may result in rejection of proposal Section 2.0)	10
Evaluation of Responses Point Total	200

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

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

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

2.9 Posting of Recommended Selection

Intent to award will be posted within a reasonable time when the Purchasing Department receives the decision maker’s notice of recommended award decision.. The recommendation to award a contract, if

any, to a Respondent(s) to this ITN will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.
- C. 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 offered contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10 Offer Validity Period

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

2.11 Disposition of Offers; Florida Public Records Law Compliance

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

2.12 Economy of Presentation

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is **mandatory** 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 announces its intent to negotiate, the Respondent shall not discuss the offer 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 Respondent's offer.

2.14 Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, i.e., not later than 5:00PM on May 20, 2014, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting an offer in response to this ITN, 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 offer. The successful Respondent, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITN, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such an offer, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Respondent 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 Respondent shall contact the Florida Secretary of State's Office at (904) 488-9000.

2.16 Parking

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

2.17 Definitions

UCF'S Contract Administrator - The University has designated liaison with the Respondent. In this matter, UCF's Contract Administrator will be Cali Jones.

Respondent/Offerer/Vendor/Contractor - Anyone who submits a timely offer in response to this ITN.

Successful Respondent/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Payee", "Offerer", and "Vendor").

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

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 Elizabeth Hale.

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

2.19 Force Majeure

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

Respondent is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF or the Respondent.

2.20 Limitation of Remedies, Indemnification, and Insurance

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by Respondent to limit the Respondent's liabilities to the State or to limit the State's remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.
- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its' employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. Respondent(s)/Vendor(s)/Payee(s)/Offerer(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Respondent(s)/Vendor(s)/Payee(s)/Offerer(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Offerer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offerer also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

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

E-mail: ehs@ucf.edu
Fax: 407-823-0146
Mail: University of Central Florida
PO Box 163500
Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements,

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

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

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

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

2.21 Term of Contract

The contract resulting from this ITN, if any, shall commence on or about **July 15, 2014** and shall end on **June 30, 2017**. The resultant contract will have five (5) one (1) year options to renew that shall automatically renew at the expiration of any term unless either party notifies the other within 60 days of expiration that they do not intend to renew the contract.

2.22 Termination of Contract

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

2.23 Assignment and Amendment of Contract

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

2.24 Independent Parties

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

2.25 Performance Investigations

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

2.26 Records

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

2.27 Public Records

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

2.28 Public Record, Contract For Services

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

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

2.29 Severability

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

2.30 Notices

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, 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 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 **Elizabeth Hale, Director Enterprise Application Development, Computer Services and Telecommunications.**

2.33 Subcontracts

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent 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 Respondent's response to this ITN. No subcontract shall be implemented or effective until approved in writing by UCF. No subcontract(s), which the Respondent enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

2.34 Employment of UCF Personnel

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

2.35 Conflict of Interest

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

2.36 Equal Opportunity Statement

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

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

2.37 Waiver of Rights and Breaches

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

2.38 Headings Not Controlling

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

2.39 Employee Involvement/Covenant Against Contingent Fees

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

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

2.40 Employment of Aliens

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

2.41 Site Rules and Regulations

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

2.42 Travel Expense

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

2.43 Annual Appropriations

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

2.44 Taxes

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

2.45 Contractual Precedence

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

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

2.46 Use of Contract by Other Governmental Agencies

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

2.47 Public Entity Crimes

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

2.48 Work For Hire

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

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

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or

any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

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

2.49 Export Control:

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

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

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

2.50 Nonnegotiable Conditions and Requirements

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with ****non-negotiable****. Respondents that disagree with any of those "non-negotiable" terms

and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix II with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF's sole discretion.

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 attach the entire ITN and incorporate the ITN by reference.

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

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

3.2 Respondent/Offer Submittal Sections

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

A. Experience And Qualifications in any of the following PeopleSoft applications: Campus Solutions, Human Capital Management, Financials, CRM, Interaction Hub, Mobile, Database Administration, Systems Administration.

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

B. Services Offered

1. List the total number of employees, include job titles and experience of individual(s) who would be available to the UCF account; please include resume(s).
2. Clearly identify the skill sets your staff is capable of providing, and clearly indicate if subcontractors or sub-consultants will be used.

C. Consulting Scope and Cost to University

1. Demonstrate an understanding of the services the university requires under this contract.
2. Explain the methodology the proposer will employ to fulfill the requirements discussed in section 1.1 while maintaining project scope and cost.
3. The proposal shall specify billing rates for the various personnel who will be involved in the activities.
4. Describe in detail the costs to UCF under the terms of an agreement, if any, resulting from this ITN. A separate Statement of Work (SOW) agreement will be issued for selected services and quantity of hours after vendor selections are made. Include information about variable costs including travel.

D. Prior Experience with a Large, Complex, Multi-Campus Higher Education Institution

1. Proposers addressing the systems administrator functions or the database administrator functions as described in section 1.1 must provide a list of current or very recent clients and projects explaining the system architecture and the project scope.
2. Proposers addressing the systems administrator functions, the database administrator functions and application functions as described in section 1.1 must provide a list of current or recent clients and projects explaining integrations with third party application and the project scope.
3. Proposers addressing the PeopleSoft application and tools functions as described in section 1.1 above must provide a list of current or very recent clients and projects explaining integrations with third party application and the project scope.

E. Demonstrated Ability to Meet Requested Project Time Lines

1. Proposer must provide a list of current or recent similar-type projects as described in section 1.1 demonstrating their ability to estimate adequate resources and accurate timelines with successful deliverables.

4.0 OTHER REQUIREMENTS

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

**APPENDIX I EVALUATION
SCORING SHEET**

NAME OF RESPONDENT COMPANY Active Consulting, Inc.

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

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

Evaluation Criteria	Max Points	Points Awarded
A. Experience and Qualifications in any of the following PeopleSoft applications: Campus Solutions, Human Capital Management, Financials, CRM, Interaction Hub, Mobile, Academic Advising, Oracle Database Administration, PeopleSoft Systems Administration	100	
B. Services Offered	35	
C. Consulting Scope and Cost to University	10	
D. Prior experience with a large complex multi campus Higher Education Institution	35	
E. Demonstrated ability to meet the requested project time lines	10	
F. Conformance to ITN's preferred conditions and requirements (Failure to conform to ITN's mandatory conditions and requirements may result in rejection of proposal) section 2.0	10	
Total Points:	200	
COMMENTS:		

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

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

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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.1 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.2 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.3 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.5	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.6 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.7 Section Not Used			
2.8 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.9	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.10	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.11 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.13 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.14 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>
2.15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CB</u>

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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.39**Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
2.40	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
2.41	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
2.42**Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
2.43	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
2.44	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
2.45	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
2.46	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
2.47	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
2.48	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
2.49 **Non-negotiable**	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
2.50	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
3.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>
4.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>AB</u>

RESPONDENT COMPANY NAME Active Consulting, Inc.

AUTHORIZED SIGNATURE AB

TITLE President Active Consulting, Inc.

DATE 05/30/2014

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

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

APPENDIX III

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

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

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

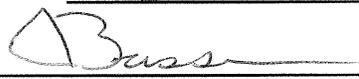
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to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

purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

RESPONDENT COMPANY NAME Active Consulting, Inc.

AUTHORIZED SIGNATURE 

TITLE President, Active Consulting, Inc.

DATE 05/30/2014

APPENDIX IV

COMPLIANCE AND CERTIFICATION OF
GOOD STANDINGS

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

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

CERTIFICATION

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

Company: Active Consulting, Inc.

Authorized Representative's Name: Johan Basson

Authorized Representative's Signature: 

Date: 05/30/2014

ACTIVE CONSULTING, INC

PROPOSAL: UNIVERSITY OF CENTRAL FLORIDA

ITN#: 1325JCSA

This document contains a proposal tendered by Active Consulting, Inc. (AC) to provide consulting services to the University of Central Florida (UCF) for Implementation and Upgrades of Oracle Applications.

A. EXPERIENCE AND QUALIFICATION IN PEOPLESOFT APPLICATIONS

1. COMPANY OVERVIEW AND HISTORY

Active Consulting, Inc. (AC) provides consulting services to assist Higher Education customers with planning, design, implementation and maintenance of all ERP software. AC is a North Carolina based company founded by Johan Basson in February of 2011. Mr. Basson has more than 18 years of Oracle Higher Education software implementation experience and played a prominent role in 12 successful implementations of Campus Solutions in the USA and UK. (All project experienced will be outlined in the resume attached in Appendix A). Mr. Basson also served as the PeopleSoft Project Manager and Student Financials functional lead during the successful implementation of the Campus Solutions software at UCF between 2000 and 2002.

AC partners with various independent consultants to implement projects and perform services based on our customer's needs. Independent consultants must be industry experts and have a well proven track record before they are considered to partner with AC on any engagement.

AC have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. All subcontractors that AC will be doing business with will be registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. AC will provide all subcontractor corporate charger numbers in response to any SOW prepared for UCF.

2. CURRENT OR RECENT SIMILAR-TYPE CLIENT ACCOUNTS

AC currently partners with VB Consulting to provide upgrade services to UCF. The following is a list of AC's recent similar-type customer accounts:

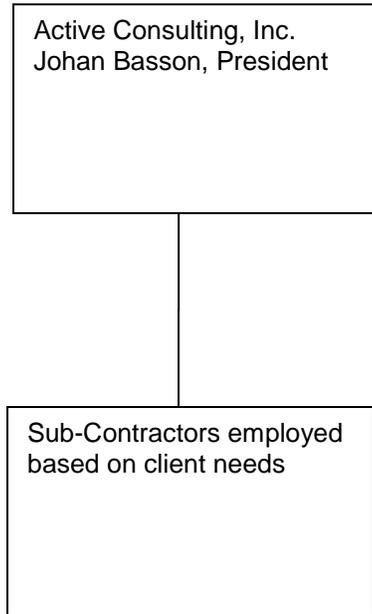
CLIENT NAME:	Florida State University
CONTACT NAME:	Angela McCausland
CONTACT TITLE:	Senior Director - ERP
CONTACT PHONE:	(850) 645-5680 (Office)
CONTACT EMAIL:	amccausland@admin.fsu.edu
CONTACT ADDRESS:	282 Champions Way PO Box 3062480 Tallahassee FL 32306-2480
PROJECT DESCRIPTION:	ERP Implementation
CONSULTANT ROLE:	Student Financials Functional Lead/ Design / Development / Conversion / Campus Solutions 9.0 Implementation
LENGTH OF SERVICE:	2.5 Years

CLIENT NAME:	University of North Carolina at Chapel Hill
CONTACT NAME:	DeAhn Baucom
CONTACT TITLE:	Director of Student Accounts and University Receivables
CONTACT PHONE:	(919) 962-1368 (Office)
CONTACT EMAIL:	DeAhn@unc.edu
CONTACT ADDRESS:	2215 SASB North Campus Box 1400 27599-1400 USA
PROJECT DESCRIPTION:	Implementation
CONSULTANT ROLE:	Student Financials Functional Lead/ Design / Development / Conversion / Campus Solutions 9.0 Implementation
LENGTH OF SERVICE:	2.5 Years

3. CLIENT ACCOUNTS LOST THROUGH EARLY TERMINATION OR NON-RENEWAL

Active Consulting, Inc. and its affiliates have never lost accounts through early termination / non-renewal.

4. CORPORATE STRUCTURE



5. EXPERIENCE PROVIDING REQUIRED SERVICES

Johan Basson is the owner and president of AC and has 18 years of Campus Solutions consulting experience. Mr. Basson completed 11 Campus Solutions projects from start to finish, has extensive experience managing projects and specializes in the Student Financials module. Within the last 5 years, Mr. Basson has successfully completed two Campus Solutions implementations. UNC Chapel Hill in North Carolina and FSU based in Tallahassee Florida. Mr. Basson has worked with the Campus Solutions software since the product's inception and has been part of a core group of consultants involved in implementations across the United States and UK. Mr. Basson was also one of the first employees of Campus Solutions and also served with PeopleSoft Inc. for 7 years.

B. SERVICES OFFERED

1. TOTAL NUMBER OF EMPLOYEES

AC is owned and operated by Mr. Johan Basson. Mr. Basson's official title is President, Active Consulting, Inc. AC does not employ consultants but sub-contracts to specialists in all areas relevant to meet all customer needs.

Please see Appendix A for Resume.

2. SKILL SET AND SERVICES OFFERED

Active Consulting, Inc. offers the following services:

Installation and Configuration

Skilled at rapid configuration and all other aspects of the implementation phase of Oracle's PeopleSoft Applications.

Software Development

Extensive experience with the design, development, testing and implementation of any Oracle online, batch, conversion, interface and reporting requirements.

Software Upgrades

Played a primary role both in management, analysis and implementation of several successful Campus Solutions software upgrade projects. AC can provide an experienced team to implement Campus Solutions upgrades for any Higher Education customer.

Mr. Basson typically manages customer assignments and employs experienced sub-contractors to assist him with the workload to ensure quality deliverables delivered within the specified timeframe and budget as defined by the customer.

C. CONSULTING SCOPE AND COST TO UNIVERSITY

1. SERVICES THE UNIVERSITY REQUIRES

The University Of Central Florida (UCF) released the invitation to negotiate to consulting firms with an interest to assist UCF with implementation, enhancement, support and upgrades of the full suite of PeopleSoft Campus Solutions, Human Capital Management, Interaction Hub, Financials and Customer Relationship Management.

Systems Administration assistance is also required and include patches, upgrades, performance tuning, server configurations and security. Database Administration functions include upgrades, performance tuning, security and configuration.

UCF is also interested in assistance with database administration functions related to upgrades, performance tuning, configurations and security.

AC is available and will be able to provide assistance and consulting support in the areas listed under section B – Services Offered and will assist UCF in finding suitable sub-contractors to provide additional skillsets upon request.

2. METHODOLOGY TO FULFILL REQUIREMENTS

Mr. Basson was trained in Andersen Consulting's Method 1 as well as PeopleSoft's Compass methodology. Mr. Basson is also a certified PeopleSoft Project Manager. He also worked extensively with project management tools provided by Deloitte during Active Consulting's 6 year engagements at UNC Chapel Hill and Florida State University. Utilizing this skillset and working closely with UCF management's scope and budget Mr. Basson will manage the scope, budget, risks and consulting hours to meet the project goals within time and budget as specified in the statement of work.

3. BILLING RATES / COST TO UCF

Active Consulting, Inc.'s services are provided on a time and material bases.

CONSULTANT	ON-SITE	REMOTE	ON-SITE RATE INCLUSIVE OF EXPENSES	CURRENT AVAILABILITY
Project Manager	\$ 195	\$ 175	Yes	Immediate
Johan Basson	\$ 185	\$ 165	Yes	Immediate
Senior Consultant	\$ 185	\$ 165	Yes	UCF determined Start Date
Consultant	\$ 165	\$ 145	Yes	UCF determined Start Date

Consulting agreements will be outlined in a separate Statement of Work (SOW) issued for the selected services. The number of hours allocated for each assignment will be outlined in the SOW. Variable costs are not considered unless specified by UCF.

Consultants typically work a 4 day 40 hour week. Consultants are on-site from Monday to Thursday unless prior arrangements are made and approved by UCF management. Annual leave and time away from the engagement will be discussed and approved by UCF management.

D. PRIOR EXPERIENCE WITH LARGE, COMPLEX, MULTI-CAMPUS INSTITUTIONS

Active Consulting's president Mr. Johan Basson has extensive experience with large, complex, multi-campus institutions including UCF. AC was engaged at the University of Minnesota (UMINN) during the Campus Solutions implementation from 1998 thru 1999. UMINN is a 4 campus institution with over 100,000 students.

He also played a key part as Project Manager and Student Financials Technical Lead at Indiana University (IU) between 2002 and 2004. Indiana University has over 100,000 students and is located in 10 campuses throughout Indiana.

More recently AC also played an important part in the successful implementations of the University of North Carolina, University of North Carolina at Chapel Hill as well as Florida State University.

E. ABILITY TO MEET PROJECT TIMELINES

Active Consulting, Inc. has never missed a project timeline or exceeded a predefined project budget. Active Consulting, Inc. is currently sub-contracting with UCF through VB Consulting and delivered the upgrades to the Student Financials module within time and budget as outlined in the relevant Statement of Work.

EXAMPLES OF RECENT PROJECTS DELIVERED ON TIME AND WITHIN BUDGET

<p>Florida State University - Tallahassee (March 2011 – October 2013) <i>9.0 Implementation – Deloitte Inc.</i></p>	<p>Functional & Technical Student Financials consultant.</p>
<p>Glasgow University – Glasgow Scotland (Part time) (August 2010 –February 2013) <i>9.0 Implementation and production support – Active Consulting</i></p>	<p>Functional & Technical Student Financials remote consultant.</p>
<p>University of North Carolina at Chapel Hill (February 2008 – February 2011) <i>9.0 Implementation – Deloitte Inc.</i></p>	<p>Functional & Technical Student Financials consultant.</p>
<p>Duke University (2008) <i>9.0 Upgrade – Active Consulting</i></p>	<p>Functional & Technical Student Financials consultant. Responsible for the upgrade of the Student Financials Module from 8.0 to 9.0. PeopleSoft version 9.0.</p>
<p>North Carolina State University (November 2005 to February 2008) <i>Project Implementation – Cansler Group</i></p>	<p>Consulting Project Manager, Functional & Technical Student Financials consultant. Responsible for developing and implementing the overall project methodology with NCSU project management.</p>

Johan Basson, B.Comm Computer Science

Mr. Basson is a skilled and resourceful business executive that implemented enterprise solutions for large private and state-government institutions during the past 20 years. During his seven-year career with PeopleSoft Global Services and subsequent 10 years of running his own business, Mr. Basson gained extensive experience with the successful implementation of several large Campus Solutions projects. Fulfilling roles as project manager and senior functional as well as technical consultant he was responsible for the design, development, and successful implementation of numerous complicated enhancements to the delivered Campus Solutions software.

Certifications

- **Project Management**, PeopleSoft Enterprise

Skills Summary

PeopleSoft

- General Student Administration
- Student Financials Specialist
- Student Records Technical

Technical Skills

- Equation Engine
- Query/SQL
- Cobol (Coding and Animator)
- PeopleTools
- XML Publisher
- Application Integration
- SQR
- PeopleSoft Application Engine
- PeopleCode

Additional Skills

- Certified Project Manager
- Implementation Methodology
- 8.x to 9.0 Upgrades

Project Experience

University of Central Florida - Orlando

(December 2013 - Current)

9.0 Upgrade – Active Consulting.

Functional & Technical Student Financials consultant. Redesign and reconfiguration of Student Financials processes to maximize use of delivered 9.0 technologies. Configure tuition calculation for true real-time processing. Design and develop custom budgeted and non-budgeted waiver as well as Florida Pre-Paid systems and integrate the systems with tuition calculation for real-time processing.

Florida State University - Tallahassee

(March 2011 – October 2013)

9.0 Implementation – Deloitte Inc.

Functional & Technical Student Financials consultant. Responsible for the functional configuration of the Student Financials Module as well as the design and development of major customizations to Florida Pre Paid, Funded and Non Funded Waivers, Tuition Calculation, Billing and Refund processes. PeopleSoft version 9.0. PeopleTools version 8.52.07.

<p>Glasgow University – Glasgow Scotland (Part time) (August 2010 –February 2013) <i>9.0 Implementation and production support – Active Consulting</i></p>	<p>Functional & Technical Student Financials remote consultant. Responsible for the design and development of major customizations to Tuition Calculation, Cashiering, Billing, Refunding and general AR reporting. PeopleSoft version 9.0. PeopleTools version 8.52.07.</p>
<p>University of North Carolina at Chapel Hill (February 2008 – February 2011) <i>9.0 Implementation – Deloitte Inc.</i></p>	<p>Functional & Technical Student Financials consultant. Responsible for the functional configuration of the Student Financials Module as well as the design and development of major customizations to Tuition Calculation, Billing, Refunds and General Ledger Interface processes. Designed UNC integration with Touchnet. PeopleSoft version 9.0. PeopleTools version 8.49.15.</p>
<p>Duke University (2008) <i>9.0 Upgrade – Active Consulting</i></p>	<p>Functional & Technical Student Financials consultant. Responsible for the upgrade of the Student Financials Module from 8.0 to 9.0. PeopleSoft version 9.0.</p>
<p>North Carolina State University (November 2005 to February 2008) <i>Project Implementation – Cansler Group</i></p>	<p>Consulting Project Manager, Functional & Technical Student Financials consultant. Responsible for developing and implementing the overall project methodology with NCSU project management. Responsible for the successful implementation of the Student Financials module. Peoplesoft version 8.9.</p>
<p>Duke University (January 2005 to September 2005) <i>Post Production Support – Active Consulting</i></p>	<p>Assist Duke University with production support issues as well as the development of user requirements for all modules. Peoplesoft version 8.0.</p>
<p>Indiana University (June 2003 to December 2004) <i>Project Implementation – Active Consulting</i></p>	<p>Technical developer and functional resource for the Student Information System Team on this implementation. His tasks include the design and development of customer requirements and modifications to the delivered PeopleSoft system. Responsibilities included the design and development of the real-time component interface for the Self Service credit card payment interface to Infinet.</p>
<p>Indiana University (August 2002 – May 2003) <i>Project Implementation – PeopleSoft Inc.</i></p>	<p>PeopleSoft Project Manager of the prototyping phase of the PeopleSoft Student Administration 8.0 Project. The project is complex utilizing PeopleSoft’s multi-institution functionality to integrate the customer’s distributed campuses into a single, multi-institution PeopleSoft platform. Utilizing PeopleSoft’s Compass Methodology Mr. Basson managed all project deliverables and completed the detail design for the build and roll out phases of the project. Peoplesoft version 8.0.</p>
<p>University of Central Florida (July 2000 – July 2002) <i>Project Implementation – PeopleSoft Inc.</i></p>	<p>PeopleSoft Project Manager and Senior Technical Consultant during a successful two-year implementation of the PeopleSoft Student Administration 7.6 system. His responsibilities included the design and development of several Florida specific financial modules and interfaces to FLAIR as well as several Cobol modifications to include UCF specific Repeat Course Fee processing in the delivered Tuition Calculation Cobol process.</p>

Emory University
(Jan 2000 – June 2000)
Project Implementation –
PeopleSoft Inc.

Mr. Basson was responsible for leading the successful six-month implementation of the Student Financials module of the PeopleSoft Student Administration 7.6 System at Emory University. Mr. Basson played a key role in the design and implementation of required sub-systems and interfaces. He also designed and implemented the conversion of all legacy Student Financials data to PeopleSoft. Peoplesoft version 7.6.

University of Minnesota
(Jan 1998 – December 1999)
Project Implementation –
PeopleSoft Inc.

PeopleSoft Project Lead for all PeopleSoft Consultants assigned to the Student 2000 project. Fulfilled the role of Senior Technical Consultant for the Student Financials team and was responsible for designing and implementing several complicated interfaces, modifications and the entire multi-institution Student Financials conversion to PeopleSoft during the two-year implementation of the PeopleSoft Student Administration 7.6 system. Peoplesoft version 7.6.

University of Western Ontario
(September 1997 – December 1997)
*Student Administration
Canadianization Project –
PeopleSoft Inc.*

Mr. Basson was the Student Financials representative of the PeopleSoft Student Administration Canadianization team that analyzed Canadian Higher Education requirements at the University of Western Ontario, Waterloo University, Alberta Institute of Technology and the University of Alberta.

PeopleSoft Inc.
(April 1995 – August 1997)
*Student Administration
Development Project –
PeopleSoft Inc.*

Member of the PeopleSoft Student Administration development team and was responsible for designing and implementing the Student Financials Third Party and Payment Plan modules as well as Security reporting for the PeopleSoft Student Administration System.

University of Utah
(April 1997 – August 1997)
*Project Implementation –
PeopleSoft Inc.*

At the University of Utah Mr. Basson was part of the team performing the analysis and design of the conversion and implementation assessment approach for the Utah 2000 Student implementation of the PeopleSoft Student Administration System.

Career History

- **Deloitte Consulting** – Independent Contractor implementing Campus Solutions - UNC at Chapel Hill & FSU.
- **Cansler Group** – Independent Contractor implementing Campus Solutions at NCSU.
- **Active Consulting** – Independent contractor implementing Student Administration at Indiana University.
- **PeopleSoft Inc.** – Project Manager involved in several successful implementations of Student Administration.
- **Andersen Consulting** – Managed the database administration team during a successful two-year implementation of the Child Support Enforcement System in Phoenix, AZ.
- **Morgan Stanley**, New York, NY- Financial analyst and programmer.
- **Andersen Consulting** – Team member responsible for the successful implementation of a two year project to replace all HRMS and Pension systems for over 50,000 employees at SASOL, the largest Petrochemical company in South Africa.

Education

- **University of South Africa**, Bachelor of Commerce, major in Computer Science and Economics (1990)
- **Computer User Council**, Advanced Cobol Programming Exam (1989)
- **Van Zyl and Pritchard**, Advance Cobol Programming Diploma (1989)

Active Consulting



107 Loch Vale Lane Cary, NC 27518
Tel: 954-993-5912 jb@activeconsulting.net

Profile

Johan Basson, B.Comm Computer Science

Mr. Basson is a skilled and resourceful business executive that implemented enterprise solutions for large private and state-government institutions during the past 20 years. During his seven-year career with PeopleSoft Global Services and subsequent 10 years of running his own business, Mr. Basson gained extensive experience with the successful implementation of several large Campus Solutions projects. Fulfilling roles as project manager and senior functional as well as technical consultant he was responsible for the design, development, and successful implementation of numerous complicated enhancements to the delivered Campus Solutions software.

Certifications

- **Project Management**, PeopleSoft Enterprise

Skills Summary

PeopleSoft

- General Student Administration
- Student Financials Specialist
- Student Records Technical

Technical Skills

- Equation Engine
- Query/SQL
- Cobol (Coding and Animator)
- PeopleTools
- XML Publisher
- Application Integration
- SQR
- PeopleSoft Application Engine
- PeopleCode

Additional Skills

- Certified Project Manager
- Implementation Methodology
- 8.x to 9.0 Upgrades

Project Experience

University of Central Florida - Orlando
(December 2013 - Current)
9.0 Upgrade – Active Consulting.

Functional & Technical Student Financials consultant. Redesign and reconfiguration of Student Financials processes to maximize use of delivered 9.0 technologies. Configure tuition calculation for true real-time processing. Design and develop custom budgeted and non-budgeted waiver as well as Florida Pre-Paid systems and integrate the systems with tuition calculation for real-time processing.

Florida State University - Tallahassee
(March 2011 – October 2013)
9.0 Implementation – Deloitte Inc.

Functional & Technical Student Financials consultant. Responsible for the functional configuration of the Student Financials Module as well as the design and development of major customizations to Florida Pre Paid, Funded and Non Funded Waivers, Tuition Calculation, Billing and Refund processes. PeopleSoft version 9.0. PeopleTools version 8.52.07.

Active Consulting

Glasgow University – Glasgow Scotland (Part time)
(August 2010 –February 2013)
9.0 Implementation and production support – Active Consulting

Functional & Technical Student Financials remote consultant. Responsible for the design and development of major customizations to Tuition Calculation, Cashiering, Billing, Refunding and general AR reporting. PeopleSoft version 9.0. PeopleTools version 8.52.07.

University of North Carolina at Chapel Hill
(February 2008 – February 2011)
9.0 Implementation – Deloitte Inc.

Functional & Technical Student Financials consultant. Responsible for the functional configuration of the Student Financials Module as well as the design and development of major customizations to Tuition Calculation, Billing, Refunds and General Ledger Interface processes. Designed UNC integration with Touchnet. PeopleSoft version 9.0. PeopleTools version 8.49.15.

Duke University
(2008)
9.0 Upgrade – Active Consulting

Functional & Technical Student Financials consultant. Responsible for the upgrade of the Student Financials Module from 8.0 to 9.0. PeopleSoft version 9.0.

North Carolina State University
(November 2005 to February 2008)
Project Implementation – Cansler Group

Consulting Project Manager, Functional & Technical Student Financials consultant. Responsible for developing and implementing the overall project methodology with NCSU project management. Responsible for the successful implementation of the Student Financials module. Peoplesoft version 8.9.

Duke University
(January 2005 to September 2005)
Post Production Support – Active Consulting

Assist Duke University with production support issues as well as the development of user requirements for all modules. Peoplesoft version 8.0.

Indiana University
(June 2003 to December 2004)
Project Implementation – Active Consulting

Technical developer and functional resource for the Student Information System Team on this implementation. His tasks include the design and development of customer requirements and modifications to the delivered PeopleSoft system. Responsibilities included the design and development of the real-time component interface for the Self Service credit card payment interface to Infinet.

Indiana University
(August 2002 – May 2003)
Project Implementation – PeopleSoft Inc.

PeopleSoft Project Manager of the prototyping phase of the PeopleSoft Student Administration 8.0 Project. The project is complex utilizing PeopleSoft's multi-institution functionality to integrate the customer's distributed campuses into a single, multi-institution PeopleSoft platform. Utilizing PeopleSoft's Compass Methodology Mr. Basson managed all project deliverables and completed the detail design for the build and roll out phases of the project. Peoplesoft version 8.0.

University of Central Florida
(July 2000 – July 2002)
Project Implementation – PeopleSoft Inc.

PeopleSoft Project Manager and Senior Technical Consultant during a successful two-year implementation of the PeopleSoft Student Administration 7.6 system. His responsibilities included the design and development of several Florida specific financial modules and interfaces to FLAIR as well as several Cobol modifications to include UCF specific Repeat Course Fee processing in the delivered Tuition Calculation Cobol process.

Active Consulting

Emory University
(Jan 2000 – June 2000)
Project Implementation –
PeopleSoft Inc.

Mr. Basson was responsible for leading the successful six-month implementation of the Student Financials module of the PeopleSoft Student Administration 7.6 System at Emory University. Mr. Basson played a key role in the design and implementation of required sub-systems and interfaces. He also designed and implemented the conversion of all legacy Student Financials data to PeopleSoft. Peoplesoft version 7.6.

University of Minnesota
(Jan 1998 – December 1999)
Project Implementation –
PeopleSoft Inc.

PeopleSoft Project Lead for all PeopleSoft Consultants assigned to the Student 2000 project. Fulfilled the role of Senior Technical Consultant for the Student Financials team and was responsible for designing and implementing several complicated interfaces, modifications and the entire multi-institution Student Financials conversion to PeopleSoft during the two-year implementation of the PeopleSoft Student Administration 7.6 system. Peoplesoft version 7.6.

University of Western Ontario
(September 1997 – December 1997)
*Student Administration
Canadianization Project –
PeopleSoft Inc.*

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PeopleSoft Inc.
(April 1995 – August 1997)
*Student Administration
Development Project –
PeopleSoft Inc.*

Member of the PeopleSoft Student Administration development team and was responsible for designing and implementing the Student Financials Third Party and Payment Plan modules as well as Security reporting for the PeopleSoft Student Administration System.

University of Utah
(April 1997 – August 1997)
*Project Implementation –
PeopleSoft Inc.*

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Career History

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Education

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- **Computer User Council**, Advanced Cobol Programming Exam (1989)
- **Van Zyl and Pritchard**, Advance Cobol Programming Diploma (1989)



North Carolina Department of The Secretary of State

Invoice Number: 12067131

Billing Information

Active Consulting Inc
107 Loch Vale Lane
Cary, NC 27518

Contact: Active Consulting Inc

Invoice Number: 12067131

Customer Id Number: 200247950

Invoice Date: 5/22/2014

Account Type: Payment upon Delivery

Ship Via: Online

Invoiced Items

Description	Certificate Number	Customer Reference	Qty	Pages	Item Cost	Sub Total	Amount Due
Existence Active Consulting Inc							
1210 0511 435100072	95639878	C201105200452	1		\$10.00	\$10.00	Paid
Electronic Transaction Fee							
2120 0502 437993	95639882		1		\$2.00	\$2.00	Paid
Credit E-Payment, Amex Acct XXXXXXXXXXXXXXXX1017, Auth: 33999288							
			1		\$12.00	\$12.00	Payment
							\$0.00

Payment Details

Make check payable to:

NC Secretary of State

Online Payment:

<http://www.sosnc.com/payinvoice>

To discuss payment call:

Cash Management (919)807-2017



Scan to pay online.

Include Invoice Number on all remittance and send to:

Secretary of State
Budget Office
PO Box 29622
Raleigh, NC 27626

To discuss items ordered call:

Orders Section (919)807-2040

Notice: To avoid an additional assessment of a one-time 10% late penalty and interest of 5% per annum, as mandated by G.S. 147-86.23, the invoice must be paid in full.

There will be a \$25.00 processing fee for all returned checks and ACH returns.



NORTH CAROLINA

Department of the Secretary of State

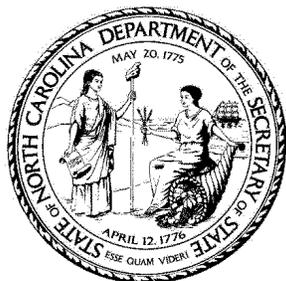
CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

ACTIVE CONSULTING INC

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 28th day of February, 2011, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 22nd day of May, 2014.

Elaine F. Marshall

Secretary of State



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Attached are the forms and instructions to register a foreign profit corporation to transact business in Florida. The requirements are as follows:

- Pursuant to section 607.1503(1), Florida Statutes, the attached application must be completed in its entirety.
- The corporation must submit an original certificate of existence, no more than 90 days old, duly authenticated by the Secretary of State or the proper official having custody of corporate records in the state or country under the law of which it is incorporated. A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.
- There is a \$70.00 registration fee and a letter of acknowledgment will be issued free of charge upon registration.
- Certification fees are optional. Please submit an additional \$8.75 if a certificate of status is needed. The fee for a certified copy of the application is \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50). Please check the appropriate box on the COVER letter and send one check for the total amount made payable to the Florida Department of State.
- The COVER letter included in this packet should be completed and submitted along with the certificate, application and check. Both the mailing address and courier address are noted in the COVER letter.
- **Important Information About the Requirement to File an Annual Report**
All Profit Corporations must file an Annual Report yearly to maintain “active” status. The first report is due in the year following formation. The report must be filed electronically online between January 1st and May 1st. The fee for the annual report is \$150. After May 1st a \$400 late fee is added to the annual report filing fee. “Annual Report Reminder Notices” are sent to the e-mail address you provide us when you submit this document for filing. To file any time after January 1st, go to our website at www.sunbiz.org. There is no provision to waive the late fee. Be sure to file before May 1st.

Any further inquiries concerning this matter should be directed to the New Filing Section by calling (850) 245-6052 or writing the New Filing Section, Division of Corporations, P.O. Box 6327, Tallahassee, FL 32314.

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: _____
Name of corporation - must include suffix

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence," or "Certificate of Good Standing" and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Name of Person

Firm/Company

Address

City/State and Zip code

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

_____ at (_____) _____
Name of Person Area Code & Daytime Telephone Number

STREET/COURIER ADDRESS:

New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> \$70.00 Filing Fee | <input type="checkbox"/> \$78.75 Filing Fee & Certificate of Status | <input type="checkbox"/> \$78.75 Filing Fee & Certified Copy | <input type="checkbox"/> \$87.50 Filing Fee, Certificate of Status & Certified Copy |
|---|---|--|---|

**APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. _____
(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. _____ 3. _____
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. _____ 5. _____
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. _____
(Date first transacted business in Florida, if prior to registration)
(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. _____
(Principal office address)

(Current mailing address)

8. _____
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: _____

Office Address: _____

_____, Florida _____
(City) (Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: _____

Address: _____

Vice President: _____

Address: _____

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. _____

Signature of Director or Officer

The officer or director signing this document (and who is listed in number 12 above) affirms that the facts stated herein are true and that he or she is aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

14. _____

(Typed or printed name and capacity of person signing application)