

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and may not be withdrawn within _____ days after such date and time.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

46-1082011

VENDOR NAME

AscentTek Solutions Inc.

REASON FOR NO OFFER

VENDOR MAILING ADDRESS

2615 Overland Rd

CITY - STATE - ZIP CODE

Laramie, WY 82070

AREA CODE

307

TELEPHONE NO.

760-0160

TOLL FREE NO.

FAX NO.

POSTING OF PROPOSAL TABULATIONS

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

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

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

GENERAL CONDITIONS

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

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


AUTHORIZED SIGNATURE (MANUAL)

Steve Perkins, President
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/emailed 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_____

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 inquiries, 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**	<u>✓</u>	<u> </u>	<u>sp</u>
2.2 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>sp</u>
2.3 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>sp</u>
2.4	<u>✓</u>	<u> </u>	<u>sp</u>
2.5	<u>✓</u>	<u> </u>	<u>sp</u>
2.6 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>sp</u>
2.7 Section Not Used			
2.8 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>sp</u>
2.9	<u>✓</u>	<u> </u>	<u>sp</u>
2.10	<u>✓</u>	<u> </u>	<u>sp</u>
2.11 **Non-negotiable**	<u>✓</u>	<u> </u>	<u>sp</u>
2.12	<u>✓</u>	<u> </u>	<u>sp</u>
2.13**Non-negotiable**	<u>✓</u>	<u> </u>	<u>sp</u>
2.14**Non-negotiable**	<u>✓</u>	<u> </u>	<u>sp</u>
2.15	<u>✓</u>	<u> </u>	<u>sp</u>

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.16	✓	_____	sp
2.17	✓	_____	sp
2.18 **Non-negotiable**	✓	_____	sp
2.19	✓	_____	sp
2.20 **Non-negotiable**	✓	_____	sp
2.21	✓	_____	sp
2.22	✓	_____	sp
2.23	✓	_____	sp
2.24	✓	_____	sp
2.25	✓	_____	sp
2.26	✓	_____	sp
2.27**Non-negotiable**	✓	_____	sp
2.28	✓	_____	sp
2.29	✓	_____	sp
2.30**Non-negotiable**	✓	_____	sp
2.31**Non-negotiable**	✓	_____	sp
2.32	✓	_____	sp
2.33	✓	_____	sp
2.34	✓	_____	sp
2.35**Non-negotiable**	✓	_____	sp
2.36	✓	_____	sp
2.37	✓	_____	sp
2.38	✓	_____	sp

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

RESPONDENT COMPANY NAME AscentTek Solution Inc

AUTHORIZED SIGNATURE Steve Behr

TITLE PRESIDENT

DATE 5/29/2014

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, AscentTek Solutions 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 Ascent Tek Solutions Inc.

AUTHORIZED SIGNATURE Steve Palmer

TITLE PRESIDENT

DATE 5/30/14

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

Company: AscentTek Solutions Inc

Authorized Representative's Name: STEVE PERKINS

Authorized Representative's Signature: Steve Perkins

Date: 5/30/14

State of Florida

Department of State

I certify from the records of this office that ASCENTTEK SOLUTIONS INC. is a Wyoming corporation authorized to transact business in the State of Florida, qualified on January 8, 2013.

The document number of this corporation is F13000000117.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 10, 2014, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of May,
2014*



Ken DeFries
Secretary of State

Authentication ID: CU0347083681

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

STATE OF WYOMING
Office of the Secretary of State

I, MAX MAXFIELD, SECRETARY OF STATE of the STATE OF WYOMING, do hereby certify that according to the records of this office,

ASCENTTEK SOLUTIONS INC.

is a
Profit Corporation

formed or qualified under the laws of Wyoming did on **November 23, 2012**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **2012-000633273**.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 29th day of May, 2014 at 3:47 PM. This certificate is assigned 015695828.




Secretary of State

AscentTek Solutions Inc.

2615 Overland Rd

Laramie, WY 82070

307-721-9627

sperkins@ascenttekinc.com

May 29th, 2014

Dear Sir or Madam,

AscentTek Solutions Inc. is pleased submit the following information in response to ITN NO: 1325JCSA, ERP Consulting Service for Implementation and Upgrades for PeopleSoft Applications, PeopleTools and Oracle Software and Hardware.

AscentTek Solutions Inc. is a Wyoming Statutory Close Corporation founded in November 2012. We are a small independent consulting company with extensive experience with PeopleSoft Campus Solutions. We bring 16 years of experience providing consulting services to institution of higher education, providing services for implementations, production support, upgrades and enhancements. We have provided services to large state wide systems encompassing multiple institutions to single private institutions. We primarily provide technical support but also have extensive knowledge and have and can provided functional consulting services for the Student Financials module.

We have been involved with projects in the State of Florida at the University of Central Florida and Florida State University. Through the work on these projects we have acquired knowledge of common Florida business rules such as Florida Prepaid, Employee Waivers and Tuition Calculation.

We look forward to the opportunity to provide further services with the University of Central Florida.

Sincerely,
Steve Perkins
President
AscentTek Solutions Inc.

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Section A. Experience and Qualifications – Campus Solutions

1. History and Qualifications

The company was formed in November 2012 by Steve Perkins to provide independent consulting services to institutions of higher education utilizing the PeopleSoft Campus Solutions ERP software. The formation of the company brings 16 years of experience providing consulting services to many higher education institutions around the country using PeopleSoft Campus Solutions. The company brings experience providing implementation, post production support and enhancement support to single institutions, multi-college institutions and multi-campus state wide systems. We have extensive technical experience utilizing PeopleTools such as PeopleCode, Application Engine, Application Packages, Component Interfaces as well as SQL, SQR, XML Publisher, Oracle and COBOL. We also have extensive knowledge and functional experience with Student Financials.

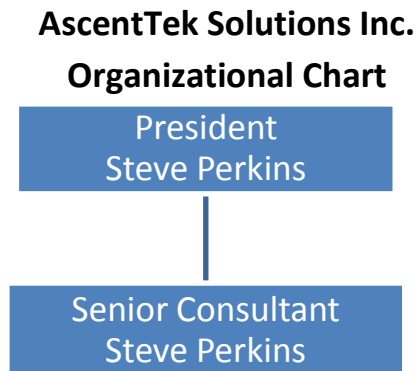
2. Recent Client Partnerships

1. Florida State University – Implementation of Campus Solutions
Angela McCausland
Project Director
Florida State University
Technology Service Building Room 1430, Mail Code 2751
1721 Paul Dirac Drive, Tallahassee, FL 32306-2751
Email: amccausland@admin.fsu.edu
Office: 850-645-5680
2. University of Central Florida – Enhancement Development and Support
Elizabeth Hale
Director, Enterprise Application Development
University of Central Florida
College of Sciences Building Room 321
Orlando, FL 32816-2500
Email: Elizabeth.Hale@ucf.edu
Office: 407-823-5343

3. Client Accounts Lost

There have been no client accounts lost through early termination or non-renewal, ever.

4. Corporate Structure



The corporation was founded by Steve Perkins in November 2012 as a Wyoming Statutory Close Corporation. At the time of founding, Steve Perkins had provided over 14 years of consulting services while employed by other consulting firms. The company was founded in order to have more control over clients served and services provided by contracting directly with client and partnering with other companies.

The company has partnered with and has a positive relationship with the following corporations:

- Active Consulting Inc.
- Libeau Enterprises Inc.
- Buzit Solutions Inc.
- Optimized Systems

There are no subsidiaries to the company.

5. Years of Experience

The company brings 16 years of consulting experience providing technical and functional services to institutions of higher education utilizing the PeopleSoft Campus Solutions ERP software. These services include implementations, upgrades, support and enhancements.

Section B – Services Offered

1. Employee Information

The company has 1 (one) employee

a. **Steve Perkins – President/Senior Consultant**

Steve Perkins has 16 years consulting experience with Campus Solutions. He is an experienced technical consultant providing support and development on many large Campus Solutions implementations including multi-campus institutions. He has provided technical support for all modules with extensive experience with Student Financials. He has also provided functional consulting services for the Student Financials module as well.

2. Skills Provided

The company provides a consultant with extensive technical and functional experience. The consultant can provide technical support for any module in Campus Solutions and functional support for the Student Financials module. He also has experience with the Financials module.

Technical Experience (Steve Perkins)

- PeopleTools
- PeopleCode
- Application Engine
- Application Packages
- Component Interfaces
- XML Publisher (BI Publisher)
- SQL
- SQR
- COBOL
- Equation Engine

Functional Experience (Steve Perkins)

- Student Financials

If needed, subcontractors can be used to provide additional resources. These subcontractors will only come from reputable companies for which AscentTek Solutions has experience with and trust in and only if approved by the University of Central Florida.

Section C – Consulting Scope and Cost to University

1. Understanding of Services

The University is looking for services to assist in implementations, upgrades, support and enhancements. Because the University has already implemented PeopleSoft Campus Solutions and has been successfully using it for many years, a complete implementation is unlikely but implementations of previously unused modules are possible. Implementing a single module has many of the challenges and tasks of a full implementation with the sometimes benefit and sometimes constraint of integrating with previously implemented modules where process and configuration have already been defined.

Implementations require an understanding of the following

- Fit-gap analysis
- Business process redesign
- Functional requirements for delivered functionality and custom processes
- Technical design
- Best practices for implanting both the functional and technical processes and functionality.
- Integration with the other modules
- Integration with third party applications

Upgrades are important to keep up to date with the software and support from the vendor. Upgrades can present many of the challenges of an implementation, especially if the upgrade is large and changes or adds a lot of functionality. Upgrades can also provide an opportunity to refine business processes and add new functionality to better serve the students and staff. One of the big challenges of an upgrade is retro fitting customizations, but in some cases new functionality provided in the upgrade can result in the elimination of customizations.

Upgrades require an understanding of the following

- Fit-gap analysis for new or altered functionality.
- Business process redesign to better utilize the new or altered functionality.
- Retrofit customizations to work or integrate with the new or altered functionality. This may require updating the customization or may result in eliminating the customization if new functionality can be utilized in place of the customization. It can also require a complete redesign of the customization.
- Creating new customizations if needed.
- Upgrades sometimes result in significant redesigns of business processes and customizations to where they equate to a mini implementation.
- Upgrades can also require training staff on the new functionality.

Enhancements are used to add functionality or take advantage of new functionality added since the initial implementation. Enhancements can be required or desired because of new functionality, new business requirements or to a less common occurrence, loss of functionality.

Enhancements not only apply to functional business processes but also apply to technical side as well. New tools can provide an opportunity to improve technical processing and functional process. Enhancements are particularly useful for institutions like the University of Central Florida which were early adopters of Campus Solutions. Over the years the software has matured significantly and now provides a lot of new functionality that can be useful to the University and help eliminate some customizations.

Functional enhancements require an understanding of the following

- Understanding of the business requirements and the available functionality needed to meet those requirements.
- If a customization is required, the knowledge of the tools and the correct approach to minimize the customization to meet the requirements. It is also important to develop a customization in a way as to limit its impact with future patches and upgrades and make it as easy as possible to maintain
- In the rare of occasion were functionality is removed from the delivered product, analysis will need to be done to see how best to fill the gap.

Technical enhancements, especially for early adopters of the software often include the following

- Conversion of SQR to Application Engine
- Integrating with third parties by utilizing the available integration tools.
- Enhanced reporting utilizing XML (BI) Publisher
- If appropriate and desired convert batch processing to real time or near real time. This can be accomplished by utilizing tools such as Application Packages and PeopleCode rather than relying on SQR or Application Engine processing.

Providing support can be wide ranging, anywhere from helping resolve an issue that just arose, to reporting, to helping provide enhancement support, to providing help to the technical team when additional resources are needed.. The support role is common after an implementation go-live but can also be needed after an upgrade as well or anytime when an issues arise or additional help is required.

2. Methodology

The company is pursuing this opportunity to be able to provide technical and functional implementation support, upgrade support, enhancements support and any general support needed for the University's Campus Solutions software.

To ensure a proper fit and cost effective services, the following methodology will be followed:

- Carefully review requirements of the proposal
 1. Request additional information for items that may require clarification.

- a. Analyze the scope of work being requested in the proposal and verify we have the personnel available with the proper skills and experience to provide the service requested.
 - i. This is critical to ensure we provide people with the proper skills that can provide the proper services and maximize value for the client.
 - ii. If we cannot provide the proper personnel we would have to pass on the opportunity as we will not place the wrong people on the project as this is not beneficial for the client, consultant or the company.
- Review the timeline and the scope of work to determine if it is reasonable and can be completed in the specified timeline.
 1. Request clarification on items that may not be clear to better estimate the time required.
 2. If it is deemed the timeline is not doable or reasonable, propose changes to the timeline with an explanation of why the change is needed.
- Control “scope creep”
 1. Scope creep is inevitable on most projects. Sometimes the additional requirements will not impact the timeline and cost, other times it could have a significant impact. When additional requirements are requested the impact and costs to do so will be communicated and an agreed to solution will be negotiated.
- Communication.
 1. Communication is important to keep all parties involved as to the status of the project. Communication is important especially when requirements change or were not fully communicated or understood as to the impact it may have on the timeline and costs. All effort will be made to accurately estimate timelines, resources and costs to meet the timeline and expense expectations. In the event either become in jeopardy it will be communicated so the proper solution can be agreed to.

3. Costs

The costs associated with an agreement will be contingent upon the work being requested and required travel. The company prefers an all inclusive billable rate but will consider a rate plus travel expenses. The billable rates will vary by the functional/technical requirement. As a general rule the following rates will apply:

- Functional Consultant
 1. \$170.00 an hour all inclusive - onsite.
 2. \$150.00 an hour + travel expenses - onsite.
 3. \$150.00 an hour off-site.

- Technical Consultant
 1. \$160.00 an hour all inclusive - onsite.
 2. \$140.00 an hour + travel expenses - onsite.
 3. \$140.00 an hour off-site.

4. Cost Explanation

The billing rates outlined in item 3 above are the general rates expected for services provided but can be negotiated depending on the services being requested. The rates listed are those to cover standard travel (i.e. airfare, hotel, rental car, parking, tolls and meals) and the consultant services. If a project were to incur significant additional expenses outside the normal travel expenses the rate may need to be adjusted accordingly to cover the additional expenses. An all inclusive rate is desired as it is the simplest way to budget for the project and to invoice. The all inclusive rate covers both the consultant fee and the standard travel expenses. The rate plus travel is the rate that will be charged and the university will be responsible for reimbursement of the travel expenses and in addition to that. The off-site rate is the rate to be charged when working off-site and no travel is required. If the consultant is local to the area and requires no travel they will be billed at the off-site rate when working on-site since no travel expenses are incurred.

Invoicing to the University will be done at least monthly but can be done weekly or biweekly at the University's request. Rates will be assessed on a weekly basis meaning that the same rate will be charged for everyday worked in the week. A split week where part of the time is worked off-site and part on-site will have the entire week billed at the on-site rate since the travel expenses incurred for the partial week are in most cases the same as for a full week because the airfare is the significant percentage of the travel expenses.

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

3. Experience with PeopleSoft Campus Solutions

Having worked on many implementations and projects, the company brings extensive experience with large complex multi-campus institutions. These include multi-institution State wide systems, multi-campus college systems, State Universities and private institutions.

- University of Central Florida - Enhancement Support
 - Restructuring tuition calculation to assess by session and to utilize tuition waivers instead of third party contracts.
 - Developed a new “Non Funded Waiver (employee waivers)” system to utilize tuition waivers.
 - Enhanced the custom “Funded Waivers” system to utilize tuition waivers.
 - Implementing new Florida Prepaid system to manage the Florida Prepaid student accounts and integrate with the State Florida Prepaid system.
 - Developed processes to utilize XML Publisher to generate cashiering receipts and fee invoices.
- Florida State University – Implementation
 - Developed Florida Prepaid system for Campus Solutions to manage Florida Prepaid student accounts and integrate with the State Florida Prepaid system. This required receiving the “master” file from Florida Prepaid, billing Florida Prepaid and receiving the payments from Florida Prepaid.
 - Worked on self service modification and integration with Cybersource for accepting web payments in real time. It included sending information to Cybersource and receiving responses in real time if the credit card payment was authorized or not. If authorized the payment was then be posted to the student account.
 - Developed custom third party billing processes.
 - Developed numerous other modifications and custom process as determined by the functional fit gap analysis.
- University of Arizona – Production Support
 - Helped develop reports and identify setup issues to allow the Financials office reconcile the General Ledger with Campus Solutions.
- New York University (NYU) - Implementation
 - Developed many customizations identified as needed for a successful implementation including processes to integrate with Touchnet for web payments in real time and processing of credit card refunds in batch.
- University of Missouri – Implementation
 - Full implementation support for their Campus Solutions implementation

- Provided functional and technical service for the Student Financials implementation.
- University of Wisconsin – Implementation and Support
 - Provided functional and technical support for implementation at 5 of the State's thirteen four year universities and all of their thirteen two year colleges.
 - This support was targeted toward the Student Financials module and included work on integrating Campus Solutions with vendors for web payments as well as the State's Financial system for accounts payable for refund processing and the general ledger.

E. Demonstrated Ability to Meet Requested Project Time Lines

1. Current or Recent Similar Type Projects

Through the work on the many projects over the years, the consultant has been successful in meeting the project timelines for on-time go-lives. This is due to experience with the software and an understanding of business processes, what is being requested and what it takes to make it happen. Below is a list of recent and current projects and some of the major tasks that were completed on-time or early.

- University of Central Florida
 - Redesign of the tuition calculation to assess by session and utilize delivered waiver functionality. This was a major redesign of tuition calc which was completed in approximately three and half months. Normally this amount of setup would require 6 months or more. We knew we could meet this deadline not only because of our knowledge and understanding of the software and business processes but also because UCF brought to the table an in depth understanding of the software and what was needed. We successfully met the mid April deadline for the Summer tuition calculation.
 - Part of the redesign of tuition calc to utilize delivered waivers was the redesign of their Funded, Non Funded and Employee Waiver systems. The redesign required significant development effort but we were successful in implementing them on-time and prevented any disruption to the student.
- Florida State University
 - FSU was a new implementation and the go-live timelines were set early in the project plan with timelines for each of the defined development task to correspond with the timeline of the functional timelines. We were successful in meeting the timelines set forth to ensure the development was ready for testing at the appropriate times and the project went live successfully and on time. Below are several of the significant items worked on.
 - Florida Prepaid – We had to develop a bolt on application to allow the University to manage their Florida Prepaid students and interface with

the State Florida Prepaid system. This project was large but it was completed it prior to the specified deadline.

- Third Party Billing – Due to business processes at FSU two custom billing processes were required to generate third party bills utilizing XML Publisher.
- Student Billing – A custom student billing process was created to generate the bills utilizing XML Publisher.
- Funded, Non Funded and Employee Waivers – Just like UCF, FSU needed processes to manage the funded, non funded and employee waivers.
- Self Service modifications – For the go-live there were significant self service modifications that needed to be completed. These included the ability to allow the student to choose how to receive their excess payment refunds, enter direct deposit information, select charges to pay and to be able to pay online.

➤ University of Wisconsin

- This was a long term project where the consultant was involved with the implementations, upgrades and production support of many of the State institutions implementing PeopleSoft Campus Solution. Following are the campuses we helped implement, all of which went live on-time.
 - University of Wisconsin – Whitewater
 - University of Wisconsin – Parkside
 - University of Wisconsin – Green Bay
 - University of Wisconsin – Milwaukee
 - University of Wisconsin – River Falls
 - University of Wisconsin – Colleges (this was the 13 two year college system)
 - The largest single project completed and completed on-time was a custom general ledger interface. The state universities all interfaced to the central state controlled general ledger. A custom general ledger interface was required because of the accounting method used and the requirements set forth by the state. This interface was used by multiple campuses and was maintained centrally.

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Profile

Steve Perkins, B. Science, Computer Science

Mr. Perkins has a solid background as a consultant and application programmer and analyst. His technical experience includes the development of interfaces, system modifications, analysis and design, installation and conversion, troubleshooting, PeopleTools, Application Packages, Component Interfaces, SQR development, COBOL and SQL. He has extensive experience working in a higher education environment with PeopleSoft's Student Administration, Student Financials, Student Records, Admissions, Accounts Payable, General Ledger, and Purchasing modules.

Mr. Perkins has worked on multiple Campus Solutions implementations serving as both a technical consultant providing cross module support and a functional consultant for the Student Financials module. His projects have covered a wide variety of implementations including both single campus and multi-campus implementations as well as public and private institutions.

Certifications

- PeopleSoft Certified Technical Consultant
- PeopleSoft 8 Student Administration Oracle Implementation Champion
- PeopleSoft 8 Certified Developer Oracle Implementation Champion
- PeopleSoft 8 People Tools Oracle Implementation Champion
- PeopleSoft 8 Technology Oracle Implementation Champion

Skills Summary

PeopleSoft

- General Student Administration
- Student Financials Specialist
- Student Financials Technical
- Student Record Technical
- Student Admissions Technical
- Financial Aid Technical

Technical Skills

- PeopleTools
- Application Package
- XML Publisher
- COBOL
- PeopleCode
- Component Interface
- SQR
- SQL
- Application Engine
- Application Integration
- Equation Engine

Additional Skills

- PeopleSoft Certified Technical Consultant
- Implementations
- Upgrades

Project Experience

University of Central Florida - Orlando

Technical consultant for the Student Financials office. Provide technical and development support for project to enhance Student Financials business

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(January 2014 - Current)
*9.0 Campus Solutions
Enhancements.*

processes by utilizing delivered functionality and eliminating customizations where possible. This includes tuition calculation and equations, student and employee waivers, Florida Prepaid, cashiering, refunding and billing. PeopleSoft version 9.0. PeopleTools version 8.52.07.

Florida State University - Tallahassee
(November 2011 – December 2013)
*9.0 Campus Solutions
Implementation.*

Technical consultant for all modules with an emphasis with Student Financials. Mentor developers, review technical specification and final development of modifications by others. Provided the development of customizations for Florida Prepaid, Sponsor Billing, Refunding, Cashiering, Self Service, Tuition Calculation, General Ledger Interfacing and Conversions. PeopleSoft version 9.0. PeopleTools version 8.52.07.

University of Arizona – Tucson
(January 2011 – October 2011)
*9.0 Student Financials and
Financials production support*

Technical Student Financials/Financials consultant. Worked with the Financials office in identifying and correcting reconciling issues resulting from the implementation of the PeopleSoft Student Financials system. This effort consisted of identifying and correcting setup issues in the Student Financials module. Advising of setup changes that would help alleviate problems and analyzing data to identify variances. Worked with the Business Intelligence (EPM) team to help correct reports and create additional reports. Provided complex SQLs used in direct request reports. Generated downloads of accounting information as requested by the Financial Services Office staff. PeopleSoft version 9.0 Student Financials. PeopleSoft Version 9.0 Financials.

New York University (NYU) – New York City
(August 2009 – January 2011)
*9.0 Campus Solutions
Implementation .*

Technical Student Financials consultant. Working with the Student Financials team to support the implementation and to design and develop custom processes and interfaces. Provided mentoring to the client's student developer responsible for supporting Student Financials. Developed customizations and processes to dynamically apply service indicators, transfer excess financial aid to prior terms. Created a custom student billing application, late fees application and a process to refund excess credit card payments in batch back to TouchNet. Provided guidance on developing Student Financials tuition calculation equations. PeopleSoft version 9.0.

University of Wisconsin - Madison
(May 2009 – June 2009)
Consulting Support

Technical Student Financials consultant. Analyzed their custom 1098T process and provided conversion strategies to convert to the delivered interface. Provided input on a GL Interface project the state system was looking into. PeopleSoft version 9.0.

University of Missouri – Saint Louis
(November 2008 - March 2009)
*8.9 Campus Solutions
Implementation*

Functional & Technical Student Financials consultant. Provided assistance with the setup of the Student Financial Module in order to help them get the most from the system. Developed custom processes to write-off bad accounts, term cancel students for non payment of fees. Developed a Self Service modification to allow student to generate a paid fees letter. PeopleSoft version 8.9.

University of Missouri – Columbia
(October 2005 – October 2008)
*8.9 Campus Solutions
Implementation*

Functional & Technical Student Financials consultant. Provided technical and functional support for the complete Student Financials implementation. Provided assistance with configuration and knowledge transfer of all functionality within the Student Financials module to ensure the system met the requirements of the institution. Developed custom processes for refunding, tuition calculation, group post, write offs, cashiering, third party contracts and reporting. All customizations were developed for multi-campus use and were used by all four University of Missouri campuses.

University of Wisconsin
(July 1999 - September 2005)
*7.5 – 8.9 Campus Solution
Implementations*

Technical and Functional consultant with emphasis on the Student Financials module. Provided technical and functional Student Financials support to all University of Wisconsin PeopleSoft campuses. Provided functional consulting to many of the campuses for their Student Financials implementations. Served

as functional and technical Student Financials consultant for 4 implementations and the implementation of all 13 two year colleges. Led an initiative to identify, test and report Student Financials problems. Traced out and debugged PeopleSoft Financial Aid and Student Financials COBOL programs to identify and fix errors. Modified Student Financials batch refunding process to improve performance. Modified Student Financials tuition calculation programs to meet policy requirements and fix errors. Identified and fixed problems with Student Financials posting programs that created data and functionality problems. Identified and fixed problems with Student Financials third party contract processing. Identified and fixed problems with Student Financials payment plan processing. Added extra functionality to the Student Financials table validation SQR to clean up bad data not previously addressed by the delivered process. Helped the client learn and test many of the Student Financials functional processes, including, payment swapping, refunding, billing, tuition calculation, group posting, third party contracts, payment plans and cashiering. Developed a General Ledger interface to interface Student Financials with PeopleSoft Financials using cash based accounting, used by most PeopleSoft campuses. PeopleSoft versions 7.5 - 8.9

University of Akron - Akron
(September 1998 – June 1999)
*7.5 Campus Solutions
Implementation.*

Technical consultant. Developed programs to convert demographic, address and test score information from the DB2 legacy system to PeopleSoft database. Developed program to bridge data from PeopleSoft back to the legacy system. Developed SQR and tables to consolidate and load PeopleSoft admission prospect data for use in Query. Developed SQA Robot scripts to load security and speed transfer of key information for admissions processing. Supported PeopleSoft Financial Aid module. Fixed problems with Financial Aid ISIR consolidation and compare COBOL program.

**American Family Insurance -
Madison**
(July 1998 – August 1998)
Financials Technical Support

Technical consultant. Researched and tested business processes in the Budgets module to determine the best processes to fulfill needs. Developed SQRs in Budgets module to update workflow e-mail addresses based on a department tree, edit check the PeopleSoft Mass Import files generated by the import process and allow specific file attachments to be mailed with specific budget workbooks. Developed Visual Basic program that automatically decompresses file attachments for budget workbooks.

**University of Wyoming -
Laramie**
(January 1997 – June 1998)
*Project Implementation
7.0 Financials*

Applications Support Developer. Developed interfaces and modifications for the PeopleSoft Financials implementation with emphasis in the Accounts Payable and General Ledger modules. Developed a “crosswalk” module to help interface legacy systems to the PeopleSoft system modules. Developed modifications required to make the PeopleSoft system fit the University’s requirements. Designed, developed, and implemented an interface from the legacy payroll system into Accounts Payable and as a “feed file” management module. Applied numerous PeopleSoft fixes for the “go live” of Accounts Payable and Purchasing modules. Developed interfaces and modifications for the PeopleSoft Financial project with emphasis on General Ledger and Asset Management modules.

Career History

- **University of Wyoming** - Programmer Analyst Senior
- **SoftLink Solutions** – PeopleSoft Consultant – AMFAM, U of Akron, U of Wisconsin, U of Missouri
- **Infocrossing** – PeopleSoft Consultant – New York University, U of Arizona
- **AscentTek Solutions** – Independent Consultant – Florida State University, University of Central Florida

Education

- **University of Wyoming**, Bachelor of Science, major in Computer Science (1992)