### **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 F	Pages	OFFERS WILL	L BE OPENED June 3, 2014		ITN NO: 1325JCSA	
		and may not be	e withdrawn within da	ays after such date and time.		
UNIVERSITY M.	AILING DATE:		ITN TITLE: ERP Cons	ulting Services for Implementation	on and Upgrades for	
May 1, 2014			PeopleSoft Applica	PeopleSoft Applications, PeopleTools and Oracle Software and Hardware		
FEDERAL EMP	LOYER IDENTI	FICATION NUM	BER OR S.S. NUMBER	0000		
			EIN : 45452	0883		
VENDOR NAME Buzit Solution				REASON FOR NO OFFER		
VENDOR MAILI						
43640 Evergold Terrace, #401						
CITY - STATE - ZIP CODE Ashburn, VA - 20147				POSTING OF PROPOSAL	. TABULATIONS	
AREA CODE TELEPHONE NO.				Proposal tabulations with intended	d award(s) will be posted	
571	308-3458		for review by interested parties at the Purchasing			
		Department, our solicitation web page and the State of				
TOLL FREE NO.				Florida's Vendor Bid System and will remain posted for a		
				period of 72 hours. Failure to file a protest within the time		
FAX NO.				prescribed in UCF Regulation 7.130(5) at		
·				http://regulations.ucf.edu/chapter7/index.html shall		
				constitute a waiver of proceedings	s under that regulation.	

# Government Classifications Check all applicable

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

### **GENERAL CONDITIONS**

- 1. SEALED OFFERS: All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions
- 2. **EXECUTION OF OFFERS:** Offers must contain a manual signature of authorized representative in the space provided above. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed. The company name and F.E.I.D. or social security number must appear on each pricing page of the proposal as required
- **3. NO OFFER SUBMITTED:** If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor

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

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

AUTHORIZED SIGNATURE (MANUAL)

Brahma Mulaka , 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		
	Last Day to submit communications and/or inquiries in writing only	
May 15, 2014; 2:00 p.m.	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 <u>must</u> be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than <u>2:00 p.m.</u> on <u>June 3, 2014</u> according to the time clock in UCF's Purchasing Department. <u>Offers or amendments to offer that arrive after 2:00 p.m.</u> on <u>June 3, 2014</u> will not be accepted/considered for any reason whatsoever. <u>Telephone</u>, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. At <u>2:00 p.m.</u> on <u>June 3, 2014</u>, 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
<b>Evaluation of Responses Point Total</b>	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. <u>UCF shall not extend or waive this time requirement for any reason whatsoever.</u>
  - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. <u>UCF shall not extend or waive this time requirement for any reason</u> 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 bv 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 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: <u>ehs@ucf.edu</u> 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 <a href="http://www.purchasing.ucf.edu">http://www.purchasing.ucf.edu</a>. 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	BUZIT Solutions Inc.
----------------------------	----------------------

### INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

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

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

EVALUATOR'S NAME
EVALUATOR'S SIGNATURE
DATE

### APPENDIX II SUPPLEMENTAL OFFER SHEET TERMS AND CONDITIONS

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

<b>SECTION</b>	<b>YES</b>	<u>NO</u>	RESPONDENT INITIALS
2.1 **Non-negotiable**	<u>Y</u>		
2.2 **Non-negotiable**	<u>y</u>		
2.3 **Non-negotiable**	у		
2.4	<u>y</u>		
2.5	<u>y</u>		
2.6 **Non-negotiable**	_у		
2.7 Section Not Used			
2.8 **Non-negotiable**	<u>y</u>		
2.9	<u>y</u>		
2.10	<u>y</u>		
2.11 **Non-negotiable**	<u>y</u>		
2.12	<u>y</u>		
2.13**Non-negotiable**	у		
2.14**Non-negotiable**	<u>y</u>		
2.15	<u>y</u>		

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

<b>SECTION</b>	<b>YES</b>	<u>NO</u>	RESPONDENT INITIALS		
2.39**Non-negotiable**	<u>y</u>				
2.40	<u>y</u>				
2.41	<u>y</u>				
2.42**Non-negotiable**	_у				
2.43	<u>y</u>				
2.44	<u>y</u>				
2.45	<u>y</u>				
2.46	<u>y</u>				
2.47	<u>_y</u>				
2.48	<u>y</u>				
2.49 **Non-negotiable**	<u>y</u>				
2.50	<u>y</u>				
3.0	<u>y</u>				
4.0	<u>_y</u>				
RESPONDENT COMPANY NAME BUZIT Solutions Inc.					
AUTHORIZED SIGNATURE					
TITLE President					

DATE 01 June, 2014

### **APPENDIX III**

### CERTIFICATE OF NON-SEGREGATED FACILITIES

We,	Buzit Solutions Inc.	certify	to	the
University of Co	entral Florida that we do not and will not maintain or provide for our emp	loyees any	segre	gated
services, under	of our establishments, and that we do not and will not permit our employer control, where segregated facilities are maintained. We understand a tion is a violation of the Equal Opportunity clause required by Execution.	nd agree tha	ıt a bı	reach

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.

RESPONDE	NT COMPANY NA	AME BUZIT Solutions Inc.
AUTHORIZ	ED SIGNATURE _	pl.S.
TITLE	President	
DATE 01 J	lune, 2014	

### APPENDIX IV

# COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

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

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

### **CERTIFICATION**

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

Company: _	BUZiT Solutions Inc.	
Authorized	Representative's Name: Brahmananda Mulaka	
Authorized	Representative's Signature:	
Date: 01 J	une, 2014	

### **BUZIT Solutions Inc.**

22580 Deridre SQ, #105 Ashburn, VA-20148 http://www.buzitsolutions.com mulakab@buzitsolutions.com 513-435-2610

Jun 1, 2014

Purchasing Department University of Central Florida 12479 Research Parkway, Bldg 600 Orlando, FL 32826

Subject: Response to ITN: 1325JCSA

Dear Sir/Madam,

BUZiT solutions Inc. and its associates are excited to submit the offer for your ITN# **1325JCSA** "ERP Consulting Services for Implementation and Upgrades for PeopleSoft Applications, People Tools and Oracle Software and Hardware".

We appreciate your consideration of this offer and look forward to work with your institution.

Sincerely

Brahma Mulaka President Buzit Solutions Inc.

# **BUZIT Solutions Inc.**

## Offer for University of Central Florida ITN# 1325JCSA

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### 1. Experience and Qualifications:

### 1.1 Overview of the Company:

BUZiT Solutions Inc. is a small business owned by Mr. Brahma Mulaka and works exclusively on Oracle-PeopleSoft product implementation/Upgrade/enhancement and PeopleSoft Functional and peopletools training services. Due to the nature of ERP consulting business we also work extensively with few highly reputed sub-contractors and sub-consultants. Together our team of consultants is involved in implantation/upgrade and enhancements of Campus Solutions, Financials and Supply Chain management as well as OBIEE functional designs and mobile platform evaluation and integrations.

Due to the nature of software consulting and clients' preferred vendor network requirements, often times the assignment we completed and referenced here forth might be sub-contractual in nature.

For the purposes of this offer, BUZiT solutions work with the associate sub-contractors as shown in Figure 2. All our sub-contractors and sub-consultants have written agreements with BUZiT solutions to be represented in the offer and any such documents if necessary can be provided to the university upon request.

### 1.2 Recent Similar type Assignments:

Client Name	Florida State University	Embry Riddle Aeronautical University	California State University
Project Type	CS 9.0 Implementation	CS 9.0 Implementation & Academic Advisement Enhancement for GoArmy Ed	CS 8.9- 9.0 Upgrade/FSCM reimplementation / Tools upgrades
Length of assignment	18 months	15 Months	21 Months
Address	600 W College Ave, Tallahassee, FL	600 S Clyde Morris Blvd, Daytona Beach, FL	6000 J Street Sacramento, CA
Reference 1			
Name	Chuck Stubbs	Cindy Bixler	Helen Norris
Title	Director Tech. Development	CIO	Associate CIO
Phone	850-545-5975	386-226-7959	916-278-7706
Email	CStubbs@admin.fsu.edu	bixlerc@erau.edu	helen.norris@csus.edu
Reference 2			
Name	Darryl Marshal	Jim Milsom	Elena Larson
Title	Assistant Vice President	Project Manager	Assist Director
Phone	850-644-5716	386-226-7419	916-278-6845
Email	dmarshall@admin.fsu.edu	milsomj@erau.edu	miscel@csus.edu

Figure1: Recent Client references

### 1.3 Client Accounts Lost:

BuziT solutions or its associates have not lost any clients either due to early termination or non-renewal.

# Buzit Solutions Brahma Mulaka -President Dynamic Consulting Inc. Mike GoodWin - Financial Aid Functional specialist Independent Danny Kile - System Administrator Independent Consultants Consultants Consultants

**Figure 2: Corporate Structure** 

### 1.5 Number of years' experience in providing ERP services:

	Associate		
Service Area	Brahma Mulaka	Mike Goodwin	<b>Danny Kile</b>
Total experience	16	23	10
Upgrades	4	2	1
Implementations	5	12	4
Enhancement/support	3	2	2
Campus Solutions	5	16	5
HCM	0	0	0
Financials & Supply Chain	4.5	0	0
CRM	0	0	0
Interaction Hub	0	0	
Mobile	0.5	0	
Database administration	1	0	0
System Administration	1	0	5

System Integration	2	0	2
PeopleTools 8.50 - 8.53	3	0	3
Analytical Tools integration(OBIEE)	1	0	0
Academic Advisement	2	0	0

Figure 3: Experience by service area of each associate

#### 2 Services Offered:

#### 2.1 Resources and Services

We at BUZIT solutions Offer the following services through the following associates that are available to UCF account.

**Brahma Mulaka** (President) brings over 16 years of professional expertise in implementing large enterprise solutions with expertise across multiple oracle PeopleSoft products. During his diverse career Mr. Mulaka was involved in various product implementations and upgrades at various capacities, as a Senior Technical Consultant, Functional Lead, Team lead and senior Techno-Functional consultant. His PeopleSoft product implementation experience includes PeopleSoft Campus Solutions, Supply Chain Management and Financials. His depth of knowledge across the technical and functional areas of the PeopleSoft Products complemented with strong interpersonal skills results in a unique ability to provide outstanding solutions to complex situations.

**Mike Goodwin** (Sub-Contractor) has over 23 years of Financial Aid functional experience with 16years of experience in Campus Solutions implementation as a Financial Aid functional lead along with several assignments managing entire project fit-gap evaluations and leading the projects. His functional background also includes extensive data analyst and financial aid counselor experience which brings invaluable insight into analysis /enhancement of the system.

**Danny Kile** (Sub-Consultant) brings in 10+ years of IT experience as a PS admin and programmer. His experience as PS admin includes PeopleTools and Application upgrades and multiple major institution implementations and tuning the system architecture. He also provided valuable system hardware and software evaluation at UCF back in October 2013.

The following is the key areas of services we offer from BUZiT Solutions Inc.

#### PEOPLESOFT PRODUCT AREAS

#### CAMPUS SOLUTIONS

- Financial Aid
- Student Financials
- Student Records
- Academic Advisement
- Admissions
- Student-Self Service

#### PEOPLESOFT TECHNICAL AREA

- System administration
- PS Batch & PS query tuning
- Native Mobile Development(iOS)
- OBIEE Design

#### **FINANCIALS**

- Accounts Payable
- General Ledger
- Billing
- Accounts Receivable
- Asset Management Product Training
- System tuning
- Technical Upgrades
- PeopleTools Training
- PeopleSoft Installation
- Database tuning

Purchasing

Inventory

System Integrations

SUPPLY CHAIN MANAGEMENT

Strategic Sourcing

Travel and Expenses

Contract Management

**Project Management** 

XMLP training

Each of the resources' resume is attached with this offer

### 2.2 Resource Availability

All the resources mentioned here are available for UCF along with the sub-contractors. All the resources mentioned in the corporate structure will be available to UCF through the period valid through this ITN.

### 3 Consulting Scope and Cost to University:

#### 3.1 Services required by the university:

The ITN covers a wide spectrum of services for an extensive set of Oracle PeopleSoft applications. Being an early ERP adaptor, UCF would need a continuing effort to modernize the business process and technologies while need to utilize the newer functionality delivered by Oracle in the recent past which could be utilizing object oriented and set based programming practices to implementing user productivity enhancement functionality like XML Publisher integration into the 3C functionality to Related content and workbench designs.

The university also needs to effectively upgrade to newer product versions like HR 9.2 and upcoming Campus Solutions 9.2 and FSCM 9.2. While moving toward this product upgrade path, the university also needs to complete pre-requisites like CS-HR database split and designing single point datamart system to manage the people model and also upgrade the PeopleTools versions to prepare for the product upgrades.

The product upgrade and user feature enhancements also calls for system tuning in terms of server and network architecture as well as database tuning and system wide security re-evaluation and redesign.

The university also is looking to phase out any legacy student ancillary systems when and if the functionality is delivered by PeopleSoft like the Academic Advisement implementation and mobile development alternatives along with implementing Oracle delivered **ADF** mobile framework.

### 3.2 Methodology:

BUZiT Solutions and its associates have extensive experience in following the project planning and establishing quantifiable task tracking mechanisms to evaluate the business requirements as well as evaluate the personnel needs which helped us achieve continuous success in delivering the required services on time and on or under budget.

While we are a small company, our extensive network of PeopleSoft consultants across the product line ensures the capability to assemble the right team for any type of small to medium projects which includes, partial product implementations, Financials, HR and CS upgrades, Third Party integration redesign, native mobile application development / implementation.

### 3.3 Billing Rates and Cost to University

Following is the individual resource billing rates, based on the individual services agreement the actual cost of the project along with the variable cost will be included in each SOW agreement and each type of cost is calculated based on the table given below. The difference of off-site and on-site rate could be used to estimate the variable cost to the university. The item number 4 in the table below indicates the rate for mid-level developers in case of a contract requiring additional developers that work under BUZIT Solutions associates' direction and would be hired through Buzit Solutions network of ERP resource providers.

Our resource typically follow the university work schedule with the exception that all resources will be working Monday through Thursday while fulfilling 40 hours of work when the assignment is for onsite service.

Column1	Resource	On-Site Rate	Off-Site Rate	
1	Brahma Mulaka	\$170/Hr	\$140/Hr	
2	Mike Goodwin	\$170/Hr	\$140/Hr	
3	Danny Kile	\$150/Hr	\$125/Hr	
4	Mid - level Developers	\$125/Hr	\$100/Hr	

Figure 4: Resource billing rates

# **4** Prior Experience with Large Multi-Campus Institutions:

### 4.1 System Administration

Mr. Danny Kile, our expert system administrator recently completed multiple PeopleSoft systems' turning at **Florida State University** while implementing Campus Solutions and architecting the infrastructure for the best enrollment performance the school has ever seen. We moved the initial implementation infrastructure of Campus Solutions to a new set of servers and new network

infrastructure accomplished by a combination of VM cloning, config file adjustment, dual PIA stacks and accompanying PS config to allow parallel access until final cutover. During the stress testing and lead up time for the first Major enrollment in Fall we tuned the system by performance monitoring and metric gathering scripts for WebLogic domains (Java heap usage, thread pools, connections, sessions, request queuing) Tuxedo app domains (clients, JSH usage, queue statuses, memory, recycling, cpu).

At FSU we also led the migration of HR, Financials, Portal (IH), CRM, & EPM to a new network infrastructure accomplished by a combination of server NIC adjustments, DNS changes, and firewall changes.

We also assisted in the HR 9.1 upgrade as well as CRM9.2 upgrade while working on the CS implementation

At **University of Nebraska** implemented Oracle Secure Enterprise Search (SES) and PeopleSoft Test framework instances while also involved in regular administrative tasks like bundle/patch management and tools upgrades.

### **4.2** PeopleSoft Application and Integrations:

We have extensive experience with integrations of various sorts from legacy formats to more recent web services based mobile and system-system integrations with various PeopleSoft products from Campus solutions to Financials as well supply chain management.

Our integration experience in Campus solutions include establishing **REST** based data transformation for mobile platforms' data consumption **at Florida State University** before PeopleTools fully supported (prior to bundle 30) **REST** based services. This was a feasibility study to utilize the Oracle delivered mobile web-services functionality while replacing their **ADF** based mobile apps with native application development.

**At California State University**, a 23 campus institution, Mr. Mulaka worked with integrating the Library and Housing systems into PeopleSoft Financials using Integration Broker.

**At Ascension health**, a 160 Hospital nationwide implementation, Mr. Mulaka played a key role in integrating PeopleSoft Inventory to @Par Handheld inventory management devices while playing a key role in establishing the integration broker configurations for **SciQuest** to **Purchasing** enabling **eMarketPlace** functionality.

While the above list specifies the contemporary integration technologies, Campus Solutions in particular depend extensively on legacy integration methods when it comes to third party integrations. Mr. Mulaka has extensive experience in various third party integrations. At FSU he worked on integration development with several federal data exchanges to exchange financial aid application data along with **ECSI** and **NSLDS** data exchanges. At ERAU (Embry Riddle Aeronautical University), he successfully implemented a UNIX based file transfer utility to facilitate file exchanges using any type of security

authentication (SSH, key exchange etc.) while also developing integrations with NSC for student records data exchange.

### **5** Ability to meet requirements:

We have strong reputation for being able to deliver on time and under budget while not compromising on the quality of results.

The recent campus solutions implementation at **Florida State University**, completed in 2013 Fall, that involved Brahma Mulaka and Mike Goodwin as Financial Aid implementation specialists, achieved the implementation goals on time and able to disburse the Financial Aid on the first go with an accuracy of 99.5% compared to the previous year Fall disbursements of the school.

Another recent implementation of campus solutions at **Embry Riddle Aeronautical university**, went live in Dec 2011 was under budget and on time while also delivering additional Functionality for Academic Advisement which was not even in the scope of original project plan.

The project at UCF involving Brahma Mulaka for Academic Advisement is currently underway and on time.

Home (/) Brahma Mulaka (/brahma-mulaka.html) References (/references.html) News (/news.html) Contact Us (/contact-us.html)

## Our Clients' perspective....

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### **Cindy Bixler**

CIO, Embry-Riddle Aeronautical University

I highly recommend Brahma, his technical knowledge of Oracle PeopleSoft Campus Solutions is superior. He was our "go to" guy on the complex tasks during our implementation. He never let us down. Whether it was working on conversions, coding modifications or creating complex queries, Brahma always delivered quality results. He was great to work with as well. Brahma shared his knowledge with members of our IT team so we can maintain the system after he leaves the project. He was well liked by the Embry-Riddle technical and functional teams. He possesses strong communication skills as well.

Home (/) Brahma Mulaka (/brahma-mulaka.html) References (/references.html) News (/news.html) Contact Us (/contact-us.html)

### Our Clients' perspective....



### Somnath Chatterjee

Associate Director at Florida State University

Brahma brings an innate technology knowledge to address all types of issues. He is able to add value at all levels of a project and is extremely focused as well as has a keen eye for details. Always willing to go an extra mile to solve problems with a smile on his face and a calm level headed approach at moments of crisis, I would like to have Brahma on my team any day as his confidence as well as attitude would go a long way to deliver successful projects.

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### Our Clients' perspective....



### Jim Milsom

Student Systems Solutions Architect at Embry-Riddle Aeronautical University

I've worked closely with Brahma on our Peoplesoft implementation. He has proven himself invaluable within a wide range of technology initiatives, from data conversions and product enhancements to interpretation of business needs and functional implementation. I would highly recommend Brahma.

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Home (/) Brahma Mulaka (/brahma-mulaka.html) References (/references.html) News (/news.html) Contact Us (/contact-us.html)

### Our Clients' perspective....



#### **Elena Larson**

Assistant Director, Student Financial Services at California State University, Sa...

Brahma was wonderful to work with - not only skilled and knowledgeable, but courteous, reliable, and quick to respond. When queried, he thought of possibilities, instead of telling you why it wouldn't work. And he had the patience to explain to those of us less savvy. I was sorry to see him go, but certainly wish him the best. There may be someone sitting at his old desk, but they cannot fill his shoes.

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F

### Brahma R. Mulaka

REFERENCES

Email: <u>mulaka@gmail.com</u> Mobile: 513-435-2610

Mr. Mulaka brings over 16 years of professional expertise in implementing large enterprise solutions with expertise across multiple oracle PeopleSoft products. During his diverse career Mr. Mulaka was involved in various product implementations and upgrades at various capacities, as a Senior Technical Consultant, Functional Lead, Team lead and senior Techno-Functional consultant. His PeopleSoft product implementation experience includes PeopleSoft Campus Solutions, Supply Chain Management and Financials. His depth of knowledge across the technical and functional areas of the PeopleSoft Products complemented with strong interpersonal skills results in a unique ability to provide outstanding solutions to complex situations.

#### **Key Strengths:**

- Full Lifecycle implementation and upgrade experience with multiple PeopleSoft products at various capacities as Technical Lead, Development/Functional user Trainer and Functional Lead, Developer
- Thorough understanding of PeopleSoft architecture along with wide range of functional knowledge culminating into a unique strength to provide solutions to complex issues.
- Resourceful and experienced in turning the system and processes at various stages of product implementation and use.
- Master data management expertise in Finance, Supply Chain and Campus environments.
- Extensive experience in customizing Student Self-service for an outstanding end-user experience.
- Experience developing Inventory hand-held device implementation and integration with PeopleSoft
- Highly knowledgeable with PeopleSoft Security
- Experienced in native mobile app development and PeopleSoft integration.
- Exposing Self-service functionality via web services for internal system
- Effective communicating with relevant jargon pertaining to various parties of a complex implementation from technical developers to C-level executives.
- Experienced with managing offshore development teams and dealing with the complexities involved with the personnel and the process management.
- Effectively leading resources of various technical backgrounds and providing resourceful and effective solutions for day-to-day development issues.
- Setting up Demo PeopleSoft database with ease on Windows and UNIX platforms and preliminary web/app/data base server administration.

#### Professional Skill Summary

#### PEOPLESOFT PRODUCT EXPERIENCE

#### **CAMPUS SOLUTIONS**

- Financial Aid
- Student Financials
- Student Records
- Academic Advisement
- Admissions
- Student-Self Service

#### PEOPLESOFT TECHNICAL EXPERIENCE

- PeopleTools
- Component Interface
- Integration Broker
- (BI) XML Publisher
- Data Mover

#### FINANCIALS

- Accounts Payable
- General Ledger
- Billing
- Accounts Receivable
- Asset Management

#### SUPPLY CHAIN MANAGEMENT

- Purchasing
- Inventory
- Strategic Sourcing
- **Contract Management**
- Travel and Expenses
- PeopleCode
  - COBOL (PeopleSoft)
  - Excel to CI
  - **PSQuerv**
  - nVision

#### Application Engine

- SQR
- Web Services
- Crystal Reports
- Row Level Security and Object Security

#### **Career Overview**

CLIENT NAME	PROJECT TYPE	SOFTWARE VERSION	Modules	Role
University of Central Florida	Product enhancement	Campus Solutions 9.0	Academic Advisement and Transfer Credit conversion	Lead Consultant
Florida State University	Implementation	PeopleSoft Campus Solutions 9.0	Financial Aid, Student Records & Conversions	Lead technical consultant
Embry Riddle Aeronautical University	Implementation	PeopleSoft Campus Solutions 9.0	Student Financials, Student Records, Advisement, 3C Communications Design and report developer training on XMLP/COMMGEN	Senior Consultant
Ascension Health, St. Louis	Implementation	PeopleSoft FSCM - 9.1	Inventory, Purchasing, Contract Management, Strategic Sourcing, OBIEE	Master Data Management Architect
California State University, Sacramento	Upgrade and Production Support	PeopleSoft Campus Solutions 9.0	Student Financials, Financials Aid	Techno-Functional Consultant
Kaiser Permanente	Implementation	PeopleSoft FSCM - 8.9	Accounts Payable, Purchasing, Inventory	Senior Consultant
Honda Finance Corporation, Los Angeles	Upgrade	PeopleSoft FSMC 8.4 to 8.9	Accounts Payable, General Ledger, Purchasing	Senior Consultant
Japan Travel Bureau International	Implementation, Customization, and Production Support	PeopleSoft FSCM 8.4	Accounts Payable, Accounts Receivable, General Ledger, Procurement	Senior Consultant
ITC Limited, India	Implementation	OptiVision	Financials, Manufacturing	Application Lead, SME
ITC Limited	Product Design and Development	Oracle Forms, Visual Basic	Legacy Manufacturing ERP	Application Developer
ITC Limited	Expansion & BPR of Paper Manufacturing Facility	NON- IT	New Product Design, Competition analysis, support for printing &packaging customers, Production Planning	Jr. Manager, Product Development

#### **DETAILED PROJECT EXPERIENCE**

#### University of Central Florida, Orlando – Academic Advisement Implementation Nov '13 – Current

- Leading the project to implement Academic advisement, replacing DARS system in a 10year old Campus Solutions production environment.
- Provide consulting expertise in technical, functional and management areas to evaluate student record impact and strategize the implementation path along with data cleanup efforts in the existing CS modules.
- Provide design and analysis for state reporting and integration with FLVC, FASTER/SPEEDY, excess hours etc.
- Provide resource requirement analysis, project planning assistance, risk analysis and solutions
  while converting the core student record data in a production system
- Transfer Credit, Student exception conversion strategy and design.
- Provide training on new technology utilization like Related Content, CommGen/3C, Workbench etc.
- Provide input to the single sign-on initiative and utilizing Related Content effectively while reducing redundancy of functionality and data storage by accessing multiple systems from the core business process areas (CRM-CS, CS to Imaging Systems, CS to SAS institutional reporting system etc.).

- Feasibility analysis assistance for utilizing Oracle Golden Gate or similar DATA HUB solution to benefit the post HR-CS and several ancillary student service systems.
- Course Catalogue, Transfer Credit conversion from DARS
- Data cleanup for repeat course data and impact analysis on student loans and Financial Aid during the effort.
- Complete redesign of Advisement report & generation and integrating with imaging system

#### Florida State University, Tallahassee – Campus Solutions Implementation

Mar '12 – Nov'13

- Financial Aid & Student records Lead consultant, facilitating configuration and data conversion as well as development of custom functionality.
- Facilitating client resource training on various Power user tools including PS Query, XML publisher and communication generation etc.
- Developed a strategy for clean configuration management during various stages of the project.
- Develop conversion strategy and effective training sessions to incorporate the key conversion goals
  of data validation and conversion performance tuning.
- Developed web-services for service indicator handling and partial search-match functionality to be consumed by several internal systems.
- Interface development with several federal data exchanges to exchange Financial aid application data along with ECSI and NSLDS data exchanges.
- Redesigned the Enrollment (self-Service, quick enroll etc.) process to enable freshmen groups' auto-enrollment in multiple related classes.
- Redesigned / developed custom ISIR checklist functionality towards automating checklist assignment, data-entry & verification to ease the Federal loan data processing.
- Designed and developed an indigenous encapsulation process to customize COBOL SQL processes without actually modifying the COBOL programs.
- Redesigned delivered student aid summary pages to focus on FSU business' key operational elements and consolidated Financial Aid data.
- In addition to the above activities involved with leading several key solution designs for Financial aid, student records and academic advisement modules. *Designed and developed*: Custom packaging functionality to accommodate State awards for non-ISIR students, Student autoenrollment system for freshmen interest groups, Financial Aid checklist processing to automate the document handling and validating process, A new process to package Florida state scholarships for non-ISIR students according to the Florida legislature, integration to Florida DOE's FASTER system. Trained Functional team on 3C and COMMGEN technology. Designed several key conversions and trained client technical team on conversion strategy and best practices for performance tuning and data quality validation.

#### Embry Riddle Aeronautical University, Daytona- Campus Solutions Implementation Mar'11-Jun'12

- Lead consultant, worked primarily as a technical lead, worked with client team in developing data conversion strategy and led the conversion team.
- Trained several client technical team members on people Tools as well as functional resources on XML publisher, 3C and Communication generation processes.
- Worked closely with the CIO and project director in planning the client team skillset development for post-go-live support and consultant roll-off strategy.
- Developed Configuration management tools by providing several automated scripts to identify configuration tables as well as managing configuration data using excel2Cl tool.
- Worked with Oracle offshore development team and worked on 10s of key conversions to retrofit the conversions for ERAU needs.
- Provided training for Functional team on key tools like PSQUERY and basics of database tables, BI publisher reporting etc.
- Provided key training on troubleshooting methodologies and analytical issue resolution to prepare the client technical and functional analysts to take over the production support.
- Worked closely with the CIO in de-scoping some key solutions for a post-go-live implementation to focus on the priorities and allocate respectively.
- Designed and developed custom Student records system for GOArmyEd compliance

- Developed a Unique solution for SOC (service member Opportunity Colleges) to automate advisement reporting per SOC contractual requirements.
- Implemented a custom file transfer utility to handle the PeopleSoft Interfaces.
- Developed several interfaces to automate data exchange with BlackBoard system.
- Designed custom process to facilitate the NSC reporting requirements.

#### Ascension Health, St. Louis – Supply Chain Management Implementation

- Functional Lead for Supply Chain modules with primary focus on conducting requirement gathering by executive interviews for the entire supply chain analytics (OBIEE) reporting and executive dashboards.
- Configuring several key AP/PO EDI mappings involving several trading partners as well as working
  with infrastructure team in setting up delivered XML/flat file integrations and messages.
- Provided tools and methodology for designing configuration and evaluation of distribution networks and inventory units.
- Worked on product selection and implementation of @Par Handheld inventory management solution.
- Developed Handled configuration migration strategy and developed numerous Excel-to-Cl templates for clean configuration to aid with the multi-year rolling go-live strategy.
- Developed end-to-end testing functionality testing for procure-to-pay and contract-to-procure processes.
- Extensively involved with the ETL team during data modal development for inventory, contract management and strategic sourcing modules.
- Trained close to 100 client and Accenture functional resources on various PeopleSoft analytical tools and product design and key data management areas

#### California State University, Sacramento – Campus Solutions Upgrade

Dec '08 - Aug '10

Aug '10 - Mar '11

Senior technical lead for Student Financials system. Designed and developed several auditing processes to aid with GAAP audit requirements. Redesigned and reconfigured the payment / charge priorities. Developed various processes to integrate ancillary campus systems into Student financials for charge and payment automation, including the millennium library system and health center and the student housing system. Designed and developed process to handle California FTB withholding reporting. Implemented Student Financials Collections module. Designed and developed a custom process self-service access to 1098-T (CS 8.9). Implemented several system changes to improve the batch process performance and data clean up strategy to minimize data quality related failures of key processes like group posting, refund processing etc. Worked with the Financial Aid team in citizenship data cleanup to aid the implementation of direct lending process. CashNet-SF integration to several ancillary systems like library, medical center, etc.

#### Kaiser Permanente, Pleasanton, CA – Financials and SCM Implementation

Dec '07 – Dec '08

Technical team lead primarily managing offshore development of conversion and reporting solutions. Managed a team of 25 resource majority of which are based in India development center. Trained developers on XML publisher reporting technology. Worked with functional teams in establishing specifications and reporting strategy. Primary resource for the entire client responsible for majority conversion and reporting solutions. Worked on implementing the STAT migration tool and test Director for testing tracking.

#### Honda Finance Corporation, Torrance, CA - Financials Upgrade

Jul '06 – Nov '07

Senior technical consultant for the Financials upgrade from PeopleSoft 8.4 to 8.9. Provided fit/gap analysis, customization, development, unit testing, user acceptance testing, system testing and support. Developed several retrofits across Accounts payable, General Ledger and Procurement modules. Modified the Voucher Build process to fit the client business needs. Redesigned the delivered vendor search / match (duplicate check) process to handle to large volumes of client vendor data. Redesigned several customizations to handle the newer VAT setup for the Canadian business units. Applied several patches and bundles during the upgrade process to continue support to the existing production version. Worked on designing MICR embedded check printing and testing the secure printers for producing the checks.

#### Japan Travel Bureau, Torrance, CA – Financials production support

Feb'05 – Jul'06

Sole resource for entire PeopleSoft maintenance that includes the Data base administration and server management along with on going custom module development and implementation. Worked extensively

on building a module to integrate the client's in-house tour handling system PeopleSoft Accounts Payables, Receivables and General Ledger. Supported multiple Year - end, quarter and month end cycles for both US, Canadian and Japanese fiscal cycles. Worked on n-vision ledger report development for designing fundamental financial reporting like balance sheets, PL reporting etc. Supported vendor payments between multi-currency and multi-country transactions. Designed check with secure MICR formatting to facilitate automatic printing of the checks.

#### ITC Limited, India – Legacy ERPs

Aug'96 - Aug'03

Worked as junior manager across multiple departments that includes several in-house ERP developments as well as worked as Product Development manager in the paper Manufacturing

#### **EDUCATION**

- Miami University Masters, Chemical Engineering & PSE
- University of Hyderabad Post Graduate Diploma, Environmental Management
- Nagarjuna University Bachelors, Mathematics

#### PUBLICATIONS AND SPEAKING ENGAGEMENTS

 Paper Wrinkling Arising from the Application and Drying of Water-based Inks. In: APPITA Conference and Exhibition (61th: 2007: Gold Coast, Qld.)

#### **TECHNICAL SKILLS**

#### **OPERATING SYSTEMS**

Microsoft DOS
 Microsoft Windows
 UNIX

#### **DATABASES**

Oracle (7.x – 11g)
 DB2
 Microsoft SQL Server

#### OTHER SOFTWARE, TOOLS, AND UTILITIES

Objective C - iOS
 VBA (excel automation)
 SQL Navigator

Microsoft .NET

Oracle Reports
 IBM ClearQuest
 OBIEE Answers
 IBM RequisitePro
 STAT for PeopleSoft

### Michael Goodwin d/b/a Dynamic Consulting, Inc 115 Jamison Woods Ln Apex, NC 27539 (919) 977-0329 (h), (407) 766-2931 (cell)

Education: University of Pittsburgh, MS Information

Science, May 1991-1993

University of Southern Maine, BS Business

Administration, May 1982-1986

#### Employment.

Jan 2014 Deloitte - Consultant, Financial Aid

Present On-site consultant with Concordia University. Duties included configuration workshops, training, testing, configuration, guery and

equation writing, specifications for conversions, interfaces and

modifications, planning and project management.

Apr 2012 Deloitte - Consultant, Financial Aid

On-site consultant with Florida State University. Duties included Oct 2013

fit/gap analysis, training, testing, configuration, guery and equation

writing, specifications for conversions, interfaces and modifications, planning and resource management.

Dynamic Consulting, Inc – Consultant, Financial Aid/Records March 2011 Apr 2012

On-site consultant with Wake Forest University School of

Medicine. Duties include fit/gap analysis, training for 9.0 upgrade, specifications for new development for the Financial Aid and

Student Records modules.

October 2009 Dynamic Consulting, Inc. - Consultant, Financial Aid

May 2011 Part-time (to full-time as of June 2010) on-site consultant with North Carolina State University. Duties included fit/gap analysis,

testing, and specifications for conversions, interfaces and

modifications.

Sept 2007 Deloitte - Consultant, Financial Aid

June 2010 On-site consultant with University of North Carolina at Chapel Hill.

> Duties included fit/gap analysis, training, testing, configuration, query and equation writing, specifications for conversions,

interfaces and modifications.

October 2006 August 2007 Dynamic Consulting, Inc. – Consultant, Financial Aid On-site consultant with University of Massachusetts. Duties included debugging, troubleshooting, code fixes and production support.

November 2005 October 2006 Dynamic Consulting, Inc. – Consultant, Financial Aid On-site consultant with NC State University. Duties included conducting fit/gap analysis, prototyping, setup, functional and technical documentation.

November 2004 October 2005 Dynamic Consulting, Inc. – Consultant, Financial Aid On-site consultant with University of Massachusetts Boston, Dartmouth, Lowell implementation. Duties included technical liaison to developers, testing, query writing, SQR and app engine programming.

November 2004 October 2005 Dynamic Consulting, Inc. – Consultant, Financial Aid On-site consultant with University of Massachusetts Boston, Dartmouth, Lowell implementation. Duties included technical liaison to developers, testing, and query writing. First of three campuses went live with all functionality in September 2005.

October 2003 October 2004

Dynamic Consulting, Inc. – Consultant, Financial Aid On-site consultant with University of Florida, Gainesville. Duties included fit/gap analysis, and functional consulting. Project ended prematurely due to issues with Financials/HR implementations.

January 2003 -September 2003 Peoplesoft, Process Specialist – Aid and Student Financials On-site consultant with Seminole Community College. Duties included functional consulting for the Financial Aid and Student Financials modules. This project was one of the very first successful rapid implementations for the Student Administration product. System was ready for production in less than nine months.

January 2001 -Dec 2002 Peoplesoft, Process Specialist, Financial Aid On-site consultant with the University of Central Florida. Functional, providing functional support. Wrote approximately 30 SQRs to meet technical gaps in the system. UCF is live and running smoothly with no consulting help.

January 2000 -December 00 Peoplesoft, Process Specialist, Financial Aid On-site consultant with the University of Utah. Duties included gap/fit analysis, training, prototyping, written program specifications and project planning. Project was deemed the most successful overall Peoplesoft Student Administration implementation to date. May 1997 -November 1999 Peoplesoft, Senior Consultant, Financial Aid

On-site consultant with the University of Minnesota. Duties included gap/fit analysis, training, prototyping, written program specifications and project planning for the Financial Aid Student 2000 team. Successfully disbursed over \$200,000,000 in Financial

Aid funds to over 65,000 students on four campuses.

November 1996 - May, 1997

Campus Solutions, Senior Implementation Consultant
PeopleSoft Financial Aid system specialist. Duties included
Implementation planning, project management, business process
analysis, fit analysis and system modifications. Participated in
Financial Aid system development, system function review and
extensive system testing. Responsibilities included development
of detailed test scenarios and scripts for use in large scale system
testing.

June 1994-November 1996 National Computer Systems, Requirements Analyst.

Duties included system requirements, prototyping, testing support, conference support, and software training. Lead member of the requirements and design team for the Application Processing module of EDExpress for Windows product of the Department of Education.

October 1993-May 1994

Campus America, Programmer. Member of the programming team for the financial aid module of the Poise family of products for higher education. Duties included programming in Basic and DMS Plus, interfacing with the Department of Education's software.

May 1993-September 1993 University of Maine at Farmington, Data Administrator Duties included programming, report generation, implementation of a new automated financial aid system.

June 1987-August 1991 University of Southern Maine, Financial Aid Counselor and Data Administrator. Duties included need analysis, counseling, programming.

Technical Skills:

PeopleTools 7.6, 8.0, 8.9, 9.0 App Engine, SQR coding, SQR/COBOL debugging and rewrites, SQA Robot, Microsoft Access, Word, Excel, Equation Engine, Population Selection/Update, XML Publisher.

Other Skills:

Excellent written and oral communication skills, large group presentations.

### DANNY R. KILE

2548 SW Soukup Cir. Lincoln, NE 68522 Phone: (402) 617-9269 Email: danny@psdk.net

#### **CAREER SUMMARY:**

My 10+ years in IT and 5+ years as a PS Admin have covered a staggering array of requirements and situations. Promoted from programming to co-lead the PS Systems Administration of University of Nebraska's first PeopleSoft implementation, I was immediately immersed in extremely complex constraints and short timelines requiring equally steep learning curves and flexibility. Taking Nebraska through go-live and beyond, I had the pleasure of presenting at a national PeopleSoft conference; and I also discovered, mitigated, reverse engineered, and led post-recovery of a national-headlining PeopleSoft break-in.

I've worked on, participated in, and led projects across all of the currently relevant PeopleTools and Application levels including implementations, upgrades, patches, hardware migrations, load testing, performance monitoring & tuning, automation, and much more. I am the type of PS Admin that doesn't shy away from the unfamiliar needing to see someone else do it first. I have that rare and sought-after initiative to master the unknown and teach it to others as thoroughly as possible. My goal is to execute PS Admin contract work in a manner which leaves every client in a better position to self-manage, and have greater insight into, their systems so that each customer adamantly feels the time purchased was a long-term value to their organization.

#### **QUALIFICATIONS:**

- 5+ years of PS Admin experience installing, integrating, upgrading, performance tuning, monitoring, automation, patching and maintaining PeopleSoft 9.0-9.2 applications and PeopleTools 8.49/8.50/8.51/8.52/8.53
- Specializing in Integration Broker architecture design for App Messaging and Web Services
- Excellent load testing and performance tuning methodology
- O Development background makes me a go-to PS Admin for any developer needing help with design or to understand the impacts of their modifications
- O Strong knowledge of AIX/Linux (Unix) and Windows operating systems including administration
- Advanced troubleshooting, logical thinking, problem resolution, organization, resource planning, accountability, verbal and written communication skills

#### **EMPLOYMENT (Consulting):**

PS Delta Knowledge, Inc.

July 2012 - Present

Lincoln, Nebraska

Position: PeopleSoft Systems Administrator | Owner

**Clients**:

Florida State University – Tallahassee, Florida

July 2012 - Present

- → Successful Campus Solutions implementation and go-live and multiple successful peak registration and drop/add periods
- → Assisted and participated in HR 9.1 PT8.52 upgrade and CRM 9.2 PT8.53 upgrade
- → Implementation of Oracle Secure Enterprise Search (SES) for CRM 9.2 on PT 8.53
- → Mentored and trained 4 junior to mid-level PS Admins on Integration Broker, PeopleSoft Upgrades and Maintenance, PeopleTools Upgrades and Patching, networking, and much more

#### Florida State University – Tallahassee, Florida ...Continued

July 2012 - Present

- → Led transition of Campus Solutions to a new set of servers and new network infrastructure accomplished by a combination of VM cloning, config file adjustment, dual PIA stacks and accompanying PS config to allow parallel access until final cutover
- → Led migration of HR, Financials, Portal (IH), CRM, & EPM to a new network infrastructure accomplished by a combination of server NIC adjustments, DNS changes, and firewall changes
- → Load testing and benchmarking using Oracle Application Testing Suite under various configurations with analysis to provide hardware purchase suggestion
- → Performance monitoring and metric gathering scripts for:
  WebLogic domains (Java heap usage, thread pools, connections, sessions, request queueing)
  Tuxedo app domains (clients, JSH usage, queue statuses, memory, recycling, cpu)
- → Design, proposal, and implementation of standalone Integration Broker Gateway and dedicated App Messaging domain infrastructure for isolation of asynchronous message processing from online transaction processing (and subsequent upgrade from PT 8.52 to PT 8.53)
- → Application of Campus Solutions maintenance: CS 9.0 Bundle 26 & 27; HR 9.0 Bundle 20; PTU 12C 12E, including assistance with subsequent CS 9.0 Bundles 28 through 32
- → Participated in implementation and training of the Phire change control product for PeopleSoft
- → Research for app domain cache preload and proliferation, Tools and Application and Config location split on NFS file systems so PS\_HOME can be shared across servers
- → SSL certificate update and configuration of SSL offload to F5 BigIP load balancer
- → Web and App domain performance tuning and sizing recommendations and adjustments
- → Instituted 'Boomerang' fix for reciprocal Person Data messaging between HR & CS
- → Configuration tips to ease future maintenance and upgrades
- → Updates to existing unix shell scripts used for PeopleSoft startup and shutdown automation
- → Day to day PS Admin tasks, e.g. instance refreshes, DMS execution, COBOL compilation, SQR migration, cache clears, etc.

#### University of Nebraska Central Administration – Lincoln, Nebraska

May 2013 - June 2013

- → Oracle Secure Enterprise Search (SES) research and recommendation
- → PIA domain creations for PT 8.52 upgrade
- → File Attachment issue resolution: static route for passive FTP traffic from a server with multiple outbound NICs
- → Application of Campus Solutions maintenance: CS 9.0 Bundle 29
- → Unified Navigation looping issue detection and mitigation automation
- → Researched and identified production DNS name server problem
- → Oracle Admissions Application troubleshooting and error correction
- → Installation of a PeopleSoft Test Framework instance
- → Training of a new PS Admin Team Lead

#### University of Central Florida – Orlando, Florida

October 2013

- → Review of the current PeopleSoft software and hardware architecture to ensure certification at all versions and tiers
- → Review of the current Integration Broker architecture and proposed changes to increase traffic isolation and performance
- → Review of the current app and web server cache management procedures with proposed improvements including preload cache instructions and elimination of unnecessary domains

#### **EMPLOYMENT (Full-time):**

### **University of Nebraska Central Administration**

Lincoln, Nebraska

**Position:** PeopleSoft Systems Administrator

**Responsibilities:** Install, maintain, apply patches (bundles, maintenance packs), perform PeopleTools upgrades and patches, troubleshoot, integrate (Portal, CS, EPM). Provide 24x7 on-call support.

#### **Achievements & Expertise:**

- → Installed and went through a 2 year full-cycle implementation of 3 PeopleSoft products (Campus Solutions, Applications Portal, & EPM) for 4 University of Nebraska institutions and 3 Nebraska State Colleges
- → During implementation, presided over 56 separate instances of PeopleSoft
- → Executed all PeopleSoft project migrations until development coordinators were selected and trained and currently execute all migrations to production
- → Performed 2 major PeopleTools Upgrades on 3 products: 8.49 to 8.50 on CS, Portal, & EPM; 8.50 to 8.51 on CS & Portal
- → Utilize multiple system monitoring channels including Oracle EM, WhatsUp, WebLogic Console, customized shell scripts executing tmadmin and WebLogic Scripting Tool commands, PeopleSoft Performance Monitor, PS Ping
- → Experience with Integration Broker handling PeopleSoft to PeopleSoft messaging and external interfaces
- → Wrote shell scripts to automate tasks such as cache clears and XMLP cleanup
- → Researched application code to write DMS scripts for exporting instance-specific settings and security to be retained during refreshes
- → Designed strategies for load balancing and failover of web, app, and process scheduler servers
- → Installed, helped implement policy decisions, and maintain the Phire change management software
- → Maintain and troubleshoot a purchased admissions application running on WebLogic and Oracle **SOASuite**

# **University of Nebraska Central Administration**

May 2007 - January 2009

January 2009 - July 2012

Lincoln, Nebraska

**Position:** Programmer / Analyst

**Responsibilities:** Fully develop robust applications from project proposal and requirements gathering through production level implementation, user training, and maintenance. Responsible for a minimal amount of on-call support. I work on a variety of web applications ranging from university-wide immunization to course equivalency. I converted our web apps to perform LDAP authentication against Sun's Identity Manager. I developed a load program for our portfolio management solution (ProSight) connecting our time entry system with payroll and benefits data from SAP stored in our data warehouse to provide project time and cost analysis. I have also assisted in algorithm development pertaining to strategic project alignment.

- → Obtain requirement specifications for new projects
- → Develop program and database design
- → Maintain and update legacy software
- → Demonstrations to customers/users
- → 24/7 Production environment

### University of Nebraska Central Administration

Lincoln, Nebraska

**Position:** Programming Assistant

**Responsibilities:** Assist in designing, coding, testing, and implementing desktop and web applications. Bring legacy production web applications into a .NET environment. Test for and fix bugs in current web forms. I participated on projects including university-wide web applications utilized by students and staff to apply for cross-campus services and a help website for the ERP solution (SAP). I was the primary developer of a hybrid data warehouse and reporting environment used by staff to perform student reporting.

- → Maintain and update legacy software
- → Involved in all phases of the software lifecycle
- → Demonstrations to customers/users
- → Code for a variety of applications of varying size and complexity

# University of Nebraska Central Administration Lincoln, Nebraska

**Position:** Helpdesk Support Technician

**October 2003 - April 2006** 

April 2006 - May 2007

**Responsibilities:** Answer questions from University of Nebraska faculty and staff about a broad range of IT topics. Support provided for systems including SAP, University of Nebraska Data Warehouse, Student Information System, Cisco Systems VPN Client, Lotus Notes, MS Office, Windows XP/Vista, Wireless and LAN networking, Palm and other mobile devices, PolyCom video solutions, Qmaster print queue manager, as well as in-house solutions developed at the University of Nebraska.

- → Maintain procedural documentation
- → Black box software testing

→ Field technical IT questions

- → Video conferencing setup and support
- → Hardware and software installation and setup
- → Network troubleshooting

#### **EDUCATION:**

May 2007 University of Nebraska - Lincoln

Lincoln, Nebraska

**Degree: Bachelor of Science**Major: Computer Science
Minor: Mathematics

References are available upon request.