

UNIVERSITY OF CENTRAL FLORIDA ITN
PURCHASING DEPARTMENT

Submitted by:
FRANKLIN DODD COMMUNICATIONS

950 SE 8th STREET Hialeah, FL 33010

786-255-2451

May 14, 2015

Sales Representative:

Kenny Justilien

ITN# 1430BCSA

ITN TITLE: UCF PRINT & DIGITAL COMMUNICATIONS

FRANKLIN DODD
COMMUNICATIONS
A Nationwide Argosy Solutions Company

<p align="center">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</p>		<p align="center">University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form</p>	
Page 1 of 38 Pages	OFFERS WILL BE OPENED May 14, 2015 @ 2:00 PM		ITN NO: 1430BCSA
		and may not be withdrawn within 120 days after such date and time.	
UNIVERSITY MAILING DATE: April 14, 2015		ITN TITLE: UCF PRINT & DIGITAL COMMUNICATIONS	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER 45-3201794			
VENDOR NAME Franklin Dodd Communications		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS 950 SE 8 th Street			
CITY - STATE - ZIP CODE Hialeah, FL 33010		POSTING OF PROPOSAL TABULATIONS	
AREA CODE 786	TELEPHONE NO. 255-2451 or 305-885-8707 ext.219	Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.	
800	TOLL FREE NO. 443-9599		
305	FAX NO. 888-9903		

Government Classifications
Check all applicable

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

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

GENERAL CONDITIONS

- 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 should 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.
- EXECUTION OF OFFERS:** Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor are to be initialed.
- NO OFFER SUBMITTED:** If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.



AUTHORIZED SIGNATURE (MANUAL)

Peter J. Donne
Co-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.

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 is to 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 is encouraged to use sections and tabs that are clearly identified and also number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent's response to this ITN must be sent to UCF's Authorized Representative at the address listed in Section 2.1 above.

Respondents to the ITN shall include in each copy of the submission packet up to three (3) examples (hard copies) maximum that would represent and encompass the respondent's capabilities and quality of work. **FAILURE TO PROVIDE SIX (6) COMPLETE PACKAGES MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AT UCF'S SOLE DISCRETION.**

Experience and Qualifications of Respondent

A. Ability of respondent to meet UCF's needs.

i. The following chart outlines UCF's required and preferred conditions.

REQUIRED	PREFERRED
a. True 4-color (4 Tower) Press or greater with in-line coating capabilities. Yes, we can meet this requirement	True 5-color (or more) Press w/inline coating capabilities. Yes, we can meet this preference, 4 out of our 5 presses have 6 color + coating
b. Computer To Plate System using metal plate material, Laser Imaging. Yes, we can meet this requirement	
c. Estimating/Quotes within 24-hours. Yes, we can meet this requirement	
d. Fully automated booklet making capabilities. Yes, we can meet this requirement	In-house perfect binding. We do not have this capability
e. Must be compatible with the latest versions of both Mac & PC Adobe Creative Suite or comparable software. Respondent must be able to receive and work with files from Adobe Creative Suite. Yes, we can meet this requirement	
f. Turn times on projects to be 5-7 business days or sooner from final proof signoff; unless mutually agreed upon on a project-by-project basis. Yes, we can meet this requirement	
g. Output TruColor proofs. Yes, we can meet this requirement	

h. Proofing turnaround time of 24 – 48 hours from time file is submitted. i. Yes, we can meet this requirement	
j. Upon request a copy of the final ripped file to be returned to UCF Print & Digital Communications at no cost. Yes we can meet this requirement	
k. Press size needs to be larger than 13” x 19”. Yes, we can meet this requirement.	
l. Invoicing must be detailed with identifying information pertaining to the corresponding job. Yes, we can meet this requirement	
m.	Mailing capabilities. Yes, we can meet this preference. We are a full service mail house facility.
n.	Digital printing presses with in-house variable data and variable imaging. Yes, we can meet this requirement. We have 2 IGEN 4 Digital presses. We also use XMPie Server variable software
o.	In-house wide format flat-bed printing capabilities. We do not have this in-house

ii. Subcontractors-

Miami Quality Graphics – Embossing/Debossing, UV, Foil stamping, die cutting
Paramount Bindery – Perfect Binding.
Arriba Bindery -Perfect Binding
Walter Haas Graphics- Large Format Printing

iii. Customer References (3) –

Miami Marlins

- a. P. J Loyello – Senior VP Comm. and Broadcasting
- b. 501 Marlins Way Miami, FL 33125
- c. 305-480-1300



Miami Heat

- a. Lorrie-Ann Diaz Senior Director Business Comm.
- b. 601 Biscayne Blvd. Miami, Fl 33132
- c. 786-777-1000

Miami Dolphins

- a. Scott Stone- Senior Director Digital & Print Media
- b. 347 Don Shula Dr. Miami Gardens, Fl 33056
- c. 305-943-8000

iv. Website-

www.Franklindoddcommunications.com

v. List of the firm's technological capabilities-

Technological Capabilities and List of Equipment

- Design and Press
 - (3) Rampage Dual Processor Rips (2) Shooter, (2) Digital Light Tables, and (2) Ram Proof Directs.
 - G5 Power macs, (5) 27" Macs and G5 Macs
 - Dell Windows Servers with over 8tb of Online RAID Storage
 - GigaBlt Ethernet Network
 - Full Complement of Storage Peripherals
 - FTP Capability w/ Dual T1 Access
 - Fuji Final Proof Dot Based with Metallic's
 - Epson9900 with In Line Spectrophotometer
 - HP 4000 SpinJet Digital Bluelines
 - (2) HP 1000 Spinjet Digital Bluelines
 - Screen PlateRite 8600 Thermal Platesetter
 - All Proof Systems Calibrated to our Presses
 - Adobe Creative Suite

vi. Pre-flight procedures and processes-

Franklin Dodd Communications would prefer that UCF prepare files using software packages that have pre-fighting technologies embedded. (Ex. Adobe InDesign, would have those capabilities).

vii. Equipment list- IN-HOUSE

- Bindery
 - Muller Martini Bravo Plus Saddle Stitcher with AMRYS and Stacker (8 Pockets Plus Cover Feeder and Card Feeder)
 - Muller Martini 355 Saddle Stitcher (8 Pockets Plus Cover Feeder) 3 Hole Drill and Loop Switch
 - Stahl Folder 30"
 - MBO Folders Perfection with Navigation Control & Palamides Wrapping
 - Stackers/Banders
 - Sabre 45" Programmable Cutters
 - Polor 45" Programmable Cutter
 - (3) Side Wire Stitchers
 - (2) 5-Spindle Drills
 - Automatic High Speed Punch for Coil and Double Wire-O Binding System
 - Automatic Coil Binder
 - Automatic Double Wire-O Binder
 - Theisen & Bonitz Stitcher Trimmer
 - TEC XtraCure 40" UV Coater
 - Eastly Shrink Wrapper
 - Digital Counting Scales
- Press
 - Sheetfed
 - Mitsubishi Diamond 3000 (LS&R) 6-Color, 40" with Aqueous Coating, Automated closed Loop Color Control. Data Feed Direct From Prepress to Press
 - ManRoland 704, 4-Color Perfector, 4-" with Closed Loop Color Control
 - Heidelberg 40" 6-Color with Aqueous Coating
 - Heiglelber 29', 6-Color with Aqueous Coating
 - Web
 - Atlas Non-Heat Set Web,4 Unit Double Web, 1 and 2-Color, 35"
 - Digital Press
 - Xerox iGen4 Digital Production Press with Variable Data, 14.3" x 26"
- Mailing and Fulfillment
 - Complete Lettershop Capabilities Data Entry- Mailing List Service CASS, NCOA
 - (2) Cheshire Tabbers
 - (2) Secap Jet Inkjet Addressing with tabber
 - (3) MCS Inkjets
 - (2) Double Tabbers
 - Flowmaster Inserter, 6 stations
 - (2) Bell and Howard Inserters
 - (4) HP Laserjet High Speed printers
 - Damark Shrink Wrapper

- Argosy Website Order and Fulfillment
- Secure Data Servers
- (2) ARPAC Hanagata fully automated shrink wrappers with stream feeder
- (2) Bessler Semi automated shrink wrappers
- (2) Shanklin Poly Baggers
- Warehousing 50,000 sqft
- CAPS Accounting Capability
- "Optional Procedure" Certifications
- "Full Service" IMB Certification
- Miami Quality- **SUBCONTRACTOR**
 - Die cutting
 - Embossing Debossing Machines
 - UV Machines
 - Foiling Stamping presses
- Paramount Bindery - **SUBCONTRACTOR**
 - Perfect Binding Machine -
- Arriba Bindery - **SUBCONTRACTOR**
 - Perfect Binding Machine
- Walter Haas Graphics - **SUBCONTRACTOR**
 - Large Format Presses

B. Staffing Levels and years of experience as a commercial printer.

- i. **Peter Dunne**- Co-President –Oversight of Strategic Sales (30+ Years of experience)
Richard Sierra – Co President – Oversight of Production Processes (40+ Years of experience)
Kenny Justilien- Strategic Sales Executive- (Facilitate Project from File to Delivery with Production Team 30+ Years of experience)
Vince Pilla- Production Manager – Oversight of day to day production (20+ years of experience)
Carlos Lopez – CSR – Day to Day Production Liaison (20+ years of experience)

Franklin Dodd Communications has 140 employees.

- ii. Franklin Dodd Communications has been in commercially printing for over 94 years.

C. Quality of submitted samples and information.

- i. Three (3) examples-
****SAMPLES ENCLOSED IN EACH PACKAGE****

Conformance to ITN's preferred conditions and requirements

2. Conformance to ITN's preferred conditions and requirements (Failure to conform to ITN's mandatory conditions and requirements will result in rejection of proposal). Franklin Dodd Communications can perform each of the required conditions, and in most areas can perform the "Preferred" portions of UCF's ITN.

REQUIRED	PREFERRED
a. True 4-color (4 Tower) Press or greater with in-line coating capabilities. FDC will conform to this requirement	True 5-color (or more) Press w/inline coating capabilities. Yes, we can conform to this preference, 4 out of our 5 presses have 6 color + coating
b. Computer To Plate System using metal plate material, Laser Imaging. FDC will conform to this requirement	
c. Estimating/Quotes within 24-hours. FDC will conform to this requirement	
d. Fully automated booklet making capabilities. FDC will conform to this requirement	In-house perfect binding. We do not have this capability
e. Must be compatible with the latest versions of both Mac & PC Adobe Creative Suite or comparable software. Respondent must be able to receive and work with files from Adobe Creative Suite. FDC will conform to this requirement	
f. Turn times on projects to be 5-7 business days or sooner from final proof signoff; unless mutually agreed upon on a project-by-project basis. FDC will conform to this requirement	
g. Output TruColor proofs. FDC will conform to this requirement	

h. Proofing turnaround time of 24 – 48 hours from time file is submitted. FDC will conform to this requirement	
i. Upon request a copy of the final ripped file to be returned to UCF Print & Digital Communications at no cost. FDC will conform to this requirement	
j. Press size needs to be larger than 13" x 19". FDC will conform to this requirement	
k. Invoicing must be detailed with identifying information pertaining to the corresponding job. FDC will conform to this requirement	
l.	Mailing capabilities. Yes, we can conform to this preference. We are a full service mail house facility
m.	Digital printing presses with in-house variable data and variable imaging. Yes, we can conform this requirement. We have 2 IGEN 4 Digital presses. We also use XMPie Server variable software
n.	In-house wide format flat-bed printing capabilities. We do not have this in-house

Innovative Solutions and Technologies

FRANKLIND^UDD
COMMUNICATIONS
A Nationwide Argosy Solutions Company

3. Innovative solutions and technologies.

Argosy Solutions- Argosy is Franklin Dodd Communications' leading online Marketing Resource Management Platform, which helps corporations better manage, manufacture and distribute its marketing assets. Go to myargosy.com to see how Argosy works.

Interactive Print- Franklin Dodd Communications now offers the ability to take a printed piece and fully integrate it with Augmented Reality. (Ex. Websites, promos, online storefronts, etc.)

Other Requirements

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

Appendix

**APPENDIX I
EVALUATION SCORING SHEET**

NAME OF RESPONDENT COMPANY: ___Franklin Dodd Communications_____

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
1. Experience and Qualifications Of Respondent.		
A. Ability of respondent to meet UCF's needs.	30	
B. Staffing levels and years of experience as a commercial printer.	20	
C. Quality of submitted samples and information.	15	
2. Conformance to ITN's preferred conditions and requirements (Failure to conform to ITN's mandatory conditions and requirements will result in rejection of proposal).	10	
3. Innovative solutions and technologies.	25	
Evaluation of Responses Point Total	100	
Comments, if any...		

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

DATE: _____

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

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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.1 **Non-negotiable**	<u>X</u>	_____	<u>[Signature]</u>
2.2 **Non-negotiable**	<u>X</u>	_____	<u>[Signature]</u>
2.3 **Non-negotiable**	<u>X</u>	_____	<u>[Signature]</u>
2.4	<u>X</u>	_____	<u>[Signature]</u>
2.5	<u>X</u>	_____	<u>[Signature]</u>
2.6 **Non-negotiable**	<u>X</u>	_____	<u>[Signature]</u>
2.7 Section Not Used			
2.8 **Non-negotiable**	<u>X</u>	_____	<u>[Signature]</u>
2.9	<u>X</u>	_____	<u>[Signature]</u>
2.10	<u>X</u>	_____	<u>[Signature]</u>
2.11 **Non-negotiable**	<u>X</u>	_____	<u>[Signature]</u>
2.12	<u>X</u>	_____	<u>[Signature]</u>
2.13 **Non-negotiable**	<u>X</u>	_____	<u>[Signature]</u>
2.14 **Non-negotiable**	<u>X</u>	_____	<u>[Signature]</u>
2.15	<u>X</u>	_____	<u>[Signature]</u>

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

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

RESPONDENT COMPANY NAME: Franklin Dodd Communications

AUTHORIZED SIGNATURE: 

TITLE: Co-President

DATE: May 11, 2015

APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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).

The Contractor and subcontractors shall abide by the requirements of 41 CFR, Section 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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

APPENDIX III

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

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

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

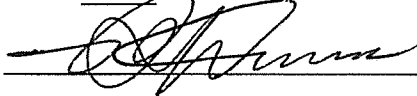
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to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

with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

RESPONDENT COMPANY NAME: Franklin Dodd Communications

AUTHORIZED SIGNATURE: 

TITLE: Co-President

DATE: May 11, 2015

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: _____ Franklin Dodd Communications _____

Authorized Representative's Name: Peter J. Dunne

Authorized Representative's Signature: 

Date: May 11, 2015

APPENDIX V

Secure Handling of UCF Data

Secure protection and handling of data by vendors and third parties

1. Network Security. Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Vendor agrees to maintain network security that conforms to one of the following:
 - a. Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
 - b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:

<http://web.nvd.nist.gov/view/ncp/repository>
 - c. Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Vendor then applies to its own network.
2. Data Security. Vendor agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.
3. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.
4. Data Storage. Vendor agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.
5. Data Encryption. Vendor agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.
6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor.

Vendor further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.

7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.

8. Data Breach. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend UCF and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Related Documents:

- Third-Party Outsourcing (Cloud Computing) of University Data
- UCF Third Party Assurance Questionnaire
- 4-008 Data Classification and Protection

9. FERPA

If Vendor is provided access to any student personally identifiable information (as defined under FERPA), Vendor acknowledges that it will comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act ("FERPA"), for the handling of such information, to the extent such regulations apply to Vendor. Vendor will not disclose or use any student information except to the extent necessary to carry out its obligations under its agreement with UCF and as permitted by FERPA.

ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE ADDENDUM

ITN NUMBER: 1430BCSA OPENING DATE & TIME: May 14, 2015 @ 2:00p.m.

ITN TITLE: PRINT & DIGITAL COMMUNICATIONS

ADDENDUM NUMBER: 1 ADDENDUM DATE: May 4, 2015

Purpose of the addendum is to:

- 1. Provide answers to questions asked during the open question period**

Answers to Questions (ITN – 1430BCSA Print & Digital Communications)

- 1. Do you have any specific types of "samples" that you and your team would like to receive with this bid package?**
UCF Answer: We handle all types of projects for the campus community including brochures, publications, mailers, presentation folders, etc. Samples provided should show your company's capabilities, quality and creativity.
- 2. Can all 5 thumb drive be placed in one box/envelope to be shipped?**
UCF Answer: Yes, the 5 thumb drives and the 1 original signed hard copy can be shipped together in the same package.
- 3. The question we have is in regards to the number of copies that need to be supplied under section 2.6 Offer/Proposal Opening Date.**

It states the following:

"The offer should be submitted in six (6) copies; one (1) hard copy and five (5) electronic versions on either disc or thumb drive).

When the files are put on the thumb drive, do you want them to be labeled 1-5? They are all going to be the same paperwork. Was it supposed to be 5 hard copies and 1 electronic copy?

UCF Answer: Five (5) separate thumb drives or CDs will need to be submitted with the exact same information/paperwork as the 1 original hard copy with original signatures.



4. I do not see anywhere that you are requesting anything further than just basic company information and capabilities, is that correct?

UCF Answer: Please refer particularly to sections 1.1, 1.3, 3.1, 3.2 and Appendix I.

5. We are limited to large format printing at our location here, but we do have a local company that we have used to save shipping from NJ. Would it be OK to forward this packet to them, so they can quote separately on the items that they have capabilities for?

UCF Answer: They may submit a package. The ITN is posted on the UCF Purchasing website at www.purchasing.ucf.edu.

6. If I am understanding it correctly UCF is only seeking commodity printing as described in section 3.2? (4-color process)

UCF Answer: Please refer to section 1.1, 3.2.

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

A handwritten signature in black ink, appearing to read 'Richard E. Sierra'.

PROPOSERS SIGNATURE

Richard E. Sierra

PRINT OR TYPE PROPOSER'S NAME

Franklin Dodd Comm

COMPANY NAME

rsierra@franklindodd.com

EMAIL ADDRESS

Ken Justilien

From: Rich Sierra
Sent: Thursday, May 14, 2015 4:30 PM
To: Ken Justilien
Subject: FW: UCF 1430BCSA Print & Digital Communications
Attachments: 1430BCSA Print & Digital Communicatons Addendum 1.pdf

From: Serena Bell [mailto:Serena.Bell@ucf.edu]
Sent: Thursday, May 14, 2015 3:54 PM
To: Serena Bell
Subject: UCF 1430BCSA Print & Digital Communications

Hello,

The addendum is missing from your bid package. Please sign attached addendum and return by 4:00 pm, 5/15/2015. Thanks.

Serena Bell
University of Central Florida
Purchasing Department
407-823-3886
Serena.bell@ucf.edu

