

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 ____ Pages	OFFERS WILL BE OPENED NOVEMBER 7, 2013 @ 2:00pm		ITN NO: 1302ZCSA
		and may not be withdrawn within 120 days after such date and time.	
UNIVERSITY MAILING DATE: 8/30/2013	ITN TITLE: Staff Augmentation Services: Network Engineering		
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE		POSTING OF PROPOSAL TABULATIONS	
AREA CODE	TELEPHONE NO.	Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at http://regulations.ucf.edu/chapter7/index.html shall constitute a waiver of proceedings under that regulation.	
	TOLL FREE NO.		
	FAX NO.		

Government Classifications
Check all applicable

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

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

GENERAL CONDITIONS

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

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

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

AUTHORIZED SIGNATURE (MANUAL)

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 1302ZCSA

FOR

Staff Augmentation Services: Network Engineering

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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 an agreement with firms (service providers) to provide UCF with expert data and / or voice network engineering services including, but not limited to; Network Engineer - Senior, Network Architect, Voice Engineer – Senior, Network Engineer - Security, and Network Technician.

Even though this ITN does not seek hourly pricing from Proposers for each engineering level, each Proposer must respond with their capabilities in meeting the objectives of this ITN which includes reaching agreements on terms and conditions. Once Master Agreements are in place for each Proposer and a service need arises, UCF will select the engineering expert level(s) needed for a project and issue informal price quote requests to all service providers. The informal price quote requests will ask for service providers' hourly rate for each of the selected engineering levels needed. From the results of the price quotes, UCF will select the service provider for that particular service and situation. The reason for having multiple service providers on contract for engineering services is because UCF suspects a single firm cannot provide the engineers at a moment's notice due to a firm's prior commitments. The typical time given for Service Providers to respond to Price Quotes is five business days.

The acquired Engineers will perform under the direction of Telecommunications Network Operations personnel. Acquired Engineers will be given access to the network as needed to fulfill the assigned missions.

The first term of the resultant Master contract(s), if any, should begin on/about February, 2014 and end June 30, 2015. This is a 17- month term and aligns itself with UCF's fiscal years after the first term which ends June 30, 2015. There are five (5) additional one-year term extensions each renewable upon mutual consent of both parties. See Section 2.21 Term of Contract for additional details.

Proposers are invited to submit proposals in accordance with the requirements, terms, and conditions of this Invitation to Negotiate (ITN). This ITN sets forth the requirements for all services and solicits responses from vendors to include service descriptions in the specified format.

Successful Proposer(s), if any, should demonstrate proven success in providing network engineering services, service abilities, and capabilities. In addition, successful Proposer(s), 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 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 (UCF), a member of the State University System of Florida, located in Orlando, Florida, is an urban, public, multi-campus institution granting bachelors, masters and doctoral degrees. There are nearly 60,000 students currently enrolled at UCF. The University employs approximately 10,000 faculty and staff members at the main campus, Regional Campuses and Regional Locations. The UCF remote locations are the following:

Regional Campuses:

- UCF Cocoa (in Partnership with Brevard Community College)
- UCF Daytona Beach (in Partnership with Daytona State College)
- UCF Leesburg (in Partnership with Lake-Sumter Community College)
- UCF Ocala (in Partnership with College of Central Florida)
- UCF Palm Bay (in Partnership with Brevard Community College)
- UCF Sanford/Lake Mary (in Partnership with Seminole State College)
- UCF South Lake (in Partnership with Lake-Sumter Community College)
- UCF Valencia Osceola (in Partnership with Valencia College)
- UCF Valencia West (in Partnership with Valencia College)

Regional Locations:

- UCF Health Sciences Campus at Lake Nona (College of Medicine and Burnett School of Biomedical Sciences)
- Rosen College of Hospitality Management
- Center for Emerging Media

- Executive Development Center
- Florida Solar Energy Center

UCF is heavily involved in Research and Development programs, including the UCF Business Incubation Program. The UCF Business Incubation Program has remote locations in Apopka, Central Florida Research Park, Daytona Beach International Airport, Kissimmee, Orlando, Sanford, St. Cloud and Winter Springs.

1.4 UCF's Current Communications Environment

The University relies heavily on the reliability and performance of its network. UCF is constantly evaluating the value of its network and its ability to support more services riding on the network. The university is growing rapidly and the workload along with the growth. UCF needs to be in the position to acquire additional help and assistance at a moment's notice to complete network projects.

The UCF network is divided into four (4) geographically-based nodes. In addition to the four distribution-layer switching nodes on campus, UCF also has a node serving the Central Florida Research Park. Each node serves the buildings within the geographical areas. These five nodes are meshed with directly connected fiber. Interconnected with the five nodes is the Network Core. UCF's Network Core provides routed access to the Florida LambdaRail (FLR), Internet, and Internet2 circuits, Regional/Remote campus circuits, and the Data Center core network. UCF also has a secondary connection to FLR, Internet, and Internet in the Research Park node.

UCF's network largely consists of Cisco hardware/software especially for the nodes and core routers. UCF has recently implemented Extreme Networks hardware, but only for the building-level access layer networks.

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.

Greg Robinson
12479 Research Parkway

Orlando, FL 32826-3248
Greg.robinson@ucf.edu
PH: 407-823-2661
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
08/30/13	Invitation To Negotiate advertised
08/30/13	Invitation To Negotiate released
9/18/13 @ 9:30 AM	Proposer conference and site visit
10/11/13 @ 5:00PM	Last Day to submit communications and/or inquiries in writing only; preferably by email to Greg Robinson (greg.robinson@ucf.edu)
10/18/13	Responses to inquiries and Addenda, if any, mailed to Respondents
11/7/13	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 **October 11, 2013 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

Proposers are invited to attend a conference at UCF to allow Proposers to ask questions.

This conference is scheduled for 9:30AM on 09/18/2013 at 12443 Research Parkway, Suite 202, Orlando, FL 32826.

2.5. Written Addenda

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

2.6. Offer/Proposal Opening Date

Respondent's response to this ITN shall be prepared in accordance with Section 3.0, "Required Offer Format". Offers are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than **2:00 PM on Nov 7, 2013** according to the time clock in UCF's Purchasing Department. **Offers or amendments to offer that arrive after 2:00 PM on Nov 7, 2013 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time.** At **2:00 PM on Nov 7, 2013**, all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers.

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 PM on Nov 7, 2013.**

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: **ITN #1302ZCSA- Staff Augmentation Services: Network Engineering.** The offer must be submitted in **SIX (8) copies; 2 hard copies and SIX (6) electronic versions on either disc or thumb drive.** Only one copy hard copy needs to contain original signatures of the Respondent's authorized representatives on the document titled "INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM (Form ITN/CS)." The copy containing the original signature must be marked "ORIGINAL."

2.7. Proposal Opening Date

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

2.8. Evaluation Criteria and Selection Process

A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. 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 Vice President/Dean or his/her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the Vice President/Dean 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
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER <ol style="list-style-type: none"> a. Ability of Proposer’s organization to meet UCF’s needs – See Executive Summary, Corporate Profile, Background, and Financial (Sections 3.1.2 through 3.2.4) 20 points 	30

b. Experience in similar size universities (Section 3.2.5) 10 points	
2. a. RESPONSES TO QUESTIONS AS IT PERTAINS TO THE SERVICE BEING EVALUATED (SECTION 3.2.7) b. RESPONSES TO NETWORK ENGINEERING ROLES (SECTION 3.2.6)	50
3. CONFORMANCE TO ITN's PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN's MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL). (SECTIONS 2.0, AND 3.0)	20
Evaluation of Responses Point Total	100

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 Director of Purchasing, who will forward copies to the Vice Provost for Academic Affairs, or his/her designee. At the time of such delivery to the Director of Purchasing, the evaluation committee members shall cease to participate further in this ITN process unless expressly requested otherwise by Vice Provost for Academic Affairs.

The Vice Provost for Academic Affairs 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 Vice Provost for Academic Affairs may give deference to the scoring forms. Based on what the Vice Provost for Academic Affairs determines is in the best interest of UCF, the Vice Provost for Academic Affairs 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 Vice Provost for Academic Affairs may, at any time during this ITN process, assign one (1) or more UCF staff member(s) to assist the Vice Provost for Academic Affairs 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

A recommendation to award will be posted at such time as the Purchasing Department provides notice of intended decision or until 30 days after a public opening of the offers, whichever is earlier. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
 - 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the offered contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10. Offer Validity Period

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

2.11. Disposition of Offers; Florida Public Records Law Compliance

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

2.12. Economy of Presentation

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

2.13. Restricted Discussions/Submissions

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

2.14. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, i.e., not later than 5:00PM 10/11/13 (Inquiries) or 2:00 PM on 11/7/2013 (Proposal submittals), will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15. State Licensing Requirements

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

2.16. Parking

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

2.17. Definitions

UCF'S Contract Administrator - The University' designated liaison with the Respondent. In this matter UCF's Contract Administrator will be Greg Robinson.

Respondent/Offerer/Vendor/Contractor/Service Provider/Proposer - 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.

Acquired Engineer: Any engineer selected by UCF to work for UCF as the result of this ITN and Agreement

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 Andy Hulsey.

2.18. Procurement Rules

- A. UCF has established for purposes of this ITN that the words "shall", "must", or "will" are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.

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

2.19. Force Majeure

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

2.20. Limitation of Remedies, Indemnification, and Insurance

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by Respondent to limit the Respondent’s liabilities to the State or to limit the State’s remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent’s offer.
- B. As an agency of the State of Florida, UCF’s liability is regulated by Florida law. Except for its’ employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF’s liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

- C. Respondent(s)/Vendor(s)/Payee(s)/Offerer(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Respondent(s)/Vendor(s)/Payee(s)/Offerer(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Offerer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offerer also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

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

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

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

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

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

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

2.21. Term of Contract

The overall length of contract resulting from this ITN, if any, shall commence on or about February 2014, and shall end on June 30, 2015. The initial contract period will be 17 months (i.e. February 2014 to June 30, 2015) to align with the University fiscal budgeting cycle. The remaining contract will have five (5) renewal periods consisting of 12 months each running from July 1 through June 30. The University may renew/extend a resultant contract, as mutually agreed to by both parties. No renewal period will exceed the initial term.

2.22. Termination of Contract

UCF may terminate a contract resulting from this ITN without cause on thirty (30) days' advanced written notice to the Payee. 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. 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.

2.29. 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.

2.30. 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.

2.31. Liaison

UCF's liaison with the successful Respondent, if any, shall be Lou Garcia.

2.32. 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.

2.33. 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.

2.34. Conflicts 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.

2.35. 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.

2.36. 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.

2.37. 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.

2.38. 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.

2.39. 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.

2.40. 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.

2.41. 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.

2.42. 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.

2.43. 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.

2.44. 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.

2.45. 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.

2.46. 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.

2.47. 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.

2.48. 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.

2.49 *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.

2.50 *Additional Quantities*

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same commodities/services solicited under this ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities, if any, are unknown.

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.

3.1.1 General Scope of Work and Process Expected

UCF is seeking to establish Master Agreements/contracts with several firms for Network Engineering / Staff Augmentation Services. Even though this ITN does not seek pricing from Proposers, this ITN does seek information Proposers' service capabilities. Proposer provided information will be used by evaluators to quantify Proposers' capabilities. This ITN is also to establish mutually agreeable terms and conditions; however, some terms and conditions are not negotiable and are denoted in this ITN. No additional Terms & Conditions will be allowed once agreements are in place.

Once Master Agreements are in place for each selected Proposer and a service need arises, UCF will issue Price Quote Requests (via email) to all service providers. Each provider must acknowledge the receipt of the Price Quote Requests by replying to the email. The Price Quote Requests will denote what type(s) of Network Engineering skills/class are needed (See Section 3.1.2) and a brief scope or description of work. The description of work may be general or specific, depending on the need. The scope may range from needing an engineer to perform "Tier 1" level work such as installing a network to needing an engineer with the appropriate skills to analyze and design a data center. An engineer may be needed for an indefinite period of time performing one or several projects. Thus, a Price Quote Request may or may not provide the length of the assignment. UCF will give each service provider five business days to respond to the Price Quote Requests by submitting their hourly rate for each class of engineer specified in the Price Quote Request. From the results of the returned Price Quote Requests, UCF will select the service provider for that particular service and situation. UCF cannot guarantee any level of service commitments as the result of establishing Master Agreements with service providers.

Acquired Engineers are to be supervised by UCF managerial personnel and given assignment(s). Acquired Engineers are to be treated as if he / she are a member of the UCF Network Team working alongside UCF engineers. They are to be provided access rights to any and all network devices as needed. Engineers are to be provided with physical access via programmed key-cards to Telecommunications' Research Park office Suite. Access to other UCF buildings on and off campus will be controlled and managed by Telecommunications. Acquired Engineers will be provided office and desk space. UCF will extend the use of state vehicles to acquired engineers as long as the engineers have valid Florida driver licenses. Acquired Engineers are to provide weekly time sheets / reports on

hours expended on assigned tasks. UCF fully expects engineers to provide suggestions / recommendations on problem / issues resolution.

Some assignments may be considered “projects” requiring detailed planning, milestone creation, weekly updates, etc. In such cases, UCF may or may not provide such a plan and expects the Acquired Engineer to develop the plan. If UCF determines that a formal plan is needed due to the projects perceived complexity and scope, UCF will direct the Acquired Engineer to investigate the situation and formulate the work plan.

It will be obvious to UCF if an Acquired Engineer is not performing well. Immediate actions will be taken by UCF that may require UCF requesting the service provider to remove the engineer from the assignment. This decision to take action will be solely UCF’s decision and will be final - not negotiable by the service provider. UCF may or may not request a replacement engineer from the same service provider.

Other situations that will require the removal of Acquired Engineers is inappropriate behavior. Such behavior includes, but not limited to: suicidal behavior, self-injury, threats to harm others, disruptive behavior, and intoxication by alcohol or other drugs, and stealing.

Service Provider invoicing shall be submitted to UCF within 30 days of completing a specific assignment / project. If the assignment or assignments are continuous in nature spanning weeks and / or months, service providers shall be able to invoice UCF on a monthly basis. Invoices are to denote the following at a minimum:

- Project or assignment name
- Engineer name
- Engineering Class (See Section 3.1.2)
- Number of hours worked

All invoices are to be delivered to the following address:

CS&T Telecommunications
ATTN: Vicki Vitale
12443 Research Parkway, Suite 202
Orlando, Florida 32826
407-823-4200

3.1.2 Contract Document Structure

Master Agreement: The Master Agreement is where all the terms and conditions (T&Cs) that are applicable to all services are contained. No other documents will contain any additional general provisions (T&Cs) that over-rule the T&Cs contained in the Master Agreement. **The Master Agreement sets the precedence and is the umbrella document.** UCF wants to avoid delays in acquiring services. UCF’s network is continually growing. The current staff resources are not capable of keeping pace with the workload.

UCF should not issue a notice to proceed to any company prior to all applicable contracts/agreements being signed and approved. A company's acceptance of said notice to proceed and the furnishing of services prior to said contracts/agreements being signed and approved will be considered a gift to UCF and the affected company shall receive no payment for said provided services.

3.2 Respondent/Offer Submittal Sections

Proposers are to describe their experience, qualifications, and ability to meet UCF's needs in this Section 3.0.

3.2.1 Executive Summary

Describe the key elements of your proposal. Describe why your company believes it can provide and is qualified to provide the engineering services as described in this ITN. (See Section 3.1.2) Thus, you must clearly identify the engineering services that you are capable of providing. Highlight any major features, functions, value-adds, and areas of support that differentiate your service offering from your competitors' offerings.

Proposer Response:

3.2.2 Corporate Profile

Provide an overview and history of your company. Describe the organization of your company that includes organizational structure.

Proposer Response:

3.2.3 Company Background

Provide information on company size, industrial track record, financial stability, years in business, etc. What is your company's capacity in providing the resources in both management and technical to deliver the services to UCF?

Proposer Response:

3.2.4 Financial Information

Provide financial information on your company (e.g., annual report, 10-K).

Proposer Response:

3.2.5 Reference Accounts

List three accounts with networks similar to UCF needs. University and/or College accounts would be a plus. Proposers must include:

- Company/University name and address
- Network services rendered and length of service

Proposer Response:

3.2.6 Network Engineering Roles

UCF has outlined some network engineering roles that are to be used by Proposers in responding to this ITN. However, UCF realizes that these roles are not an exhaustive list of skill sets that may be required to meet business needs. Updates and exceptions will be allowed as UCF gains experience in managing a Network Engineering Service Contract. All selected firms will be continuously updated as new engineering classes are defined.

Network Engineer Class	Responsibilities, Skill Sets, and Certifications	Describe your ability to provide.
Network Architect – the planner and standard initiator	A Network Architect focuses on high-level design, planning, and standard development and solutions using current and emerging technologies. Develops and publishes network standards, Data Center standards, DMZ designs, and strategic plan(s) to be followed by the Network Engineers. Translates business requirements into network or process designs. Plans and recommends network hardware, systems management software and architecture. Approves and modifies network design and architecture to ensure compliance. Evaluates and recommends new products, maintains knowledge of emerging technologies for application to the enterprise. Monitors network performance, ensures capacity planning is	

Network Engineer Class	Responsibilities, Skill Sets, and Certifications	Describe your ability to provide.
	<p>performed, and is proactive in assessing and making recommendations for improvement. Performs troubleshooting procedures and designs resolution scripts. Have appropriate levels of nationally recognized network and IT certifications. Some examples of Certs may include: Cisco Certified Network Professional (CCNP), Cisco Certified Internetworking Expert (CCIE), Extreme Networks Specialist – Data Center (ENS-DC), Cisco Certified Design expert & Cisco Certified Design Architect (CCAr)</p>	
Network Engineer	<p>A Network Engineer designs and implements computer networks resulting in reliable and high-performing networks integrating LAN, WAN, Internet, Wireless, Voice, and intranet components. Configures and maintains routers, switches, and hubs for the network systems (including wireless and VoIP). Follows standard practices and procedures in the design of networks and analyzing situations involving readily identifiable problems. Assists in the planning of large scale systems projects through vendor comparison and cost studies. Have appropriate levels of nationally recognized network and IT certifications. Some examples of Certs may include: Extreme Networks Specialist (ENS), CCNA & Extreme Networks Associate (ENA), CCENT & CompTIA Network</p>	
Network Engineer-Senior	<p>A Network Engineer Senior designs and implements computer networks resulting in reliable and high-performing networks integrating LAN, WAN, Internet, Wireless, Voice, Data Centers, and intranet components. Configures and maintains routers, switches, and hubs for the network systems (including wireless and</p>	

Network Engineer Class	Responsibilities, Skill Sets, and Certifications	Describe your ability to provide.
	<p>VoIP). Responsible for evaluating current systems. Works on complex problems where analysis of situation requires in-depth evaluation of various factors. Plans large scale systems projects through vendor comparison and cost studies. Requires expert knowledge of LAN/WAN systems, networks, and applications. Have appropriate levels of nationally recognized network and IT certifications. Examples Certs as follows: Cisco Certified Network Professional (CCNP) & CCIE, Extreme Networks Specialist (ENS), CCNA & Extreme Networks Associate (ENA)</p>	
Network Technician - Senior	<p>Responsible for the operational support and maintenance of existing network systems (including wireless and VoIP). Performs network upgrades using previously established designs. Performs network performance analyses. Proactively monitors networks to provide stable, dependable network services across multiple platforms. Configures and troubleshoots computer networks. Maintains LAN/WAN/wireless/VoIP operations by working with network facility and hardware/software vendors to ensure timely problem resolution. Maintains and utilizes network management applications to identify network faults, to ensure the provision of data or other telecommunications access to customers, and the movement of information from one location to the other. Have appropriate levels of nationally recognized network and IT certifications. Examples Certs as follows: Extreme Networks Specialist (ENS), CCNA & Extreme Networks Associate (ENA), CCENT & CompTIA Network</p>	
Network Engineer	A Network Engineer – Senior with	

Network Engineer Class	Responsibilities, Skill Sets, and Certifications	Describe your ability to provide.
– Senior - Wireless	experience, training, and skills with Wireless LANs. Designs and implements computer networks resulting in reliable and high-performing wireless networks. Troubleshoot and evaluate existing wireless configurations and systems and present solutions. Works on complex problems where analysis of situation requires in-depth evaluation of various factors. Plans large scale systems projects through vendor comparison and cost studies. Requires expert knowledge of LAN/WAN and wireless systems, networks, and applications. Have appropriate levels of nationally recognized network and IT certifications. Example Certs as follows: CCNP & CCIE Wireless, Extreme Networks Specialist Wireless (ENS-W), CCNA-wireless	
Network Engineer – Senior - Voice	A Network Engineer – Senior with experience, training, and skills with IP Telephony. Designs and implements computer networks resulting in reliable and high-performing IP Telephony service with or without unified communications applications. Troubleshoot and evaluate existing IP Telephony configurations and systems and present solutions. Works on complex problems where analysis of situation requires in-depth evaluation of various factors. Plans large scale systems projects through vendor comparison and cost studies. Requires expert knowledge of LAN/WAN and IP Telephony systems, networks, and applications. Have appropriate levels of nationally recognized network and IT certifications. Example Certs as follows: Cisco Certified Voice Professional (CCVP) & CCIE – Voice, CCNP-Voice	
Network Engineer – Senior - Security	Assists in the development and implementation of security policies, procedures and measures in a networking	

Network Engineer Class	Responsibilities, Skill Sets, and Certifications	Describe your ability to provide.
	<p>environment. Responsible for firewall configuration, maintenance, monitoring and other various network security measures. Performs security assessments and reviews networking initiatives for security compliance. Evaluates and recommends security products for various platforms in the networking environment. Have appropriate levels of nationally recognized network and IT certifications. Example Certs as follows: CCNP & CCIE Security & GCFW: GIAC Certified Firewall Analyst, GCIA: GIAC Certified Intrusion Analyst, GCIH: GIAC Certified Incident Handler, GCUX: GIAC Certified UNIX Security Administrator, GCWN: GIAC Certified Windows Security Administrator, GCED: GIAC Certified Enterprise Defender, GPEN: GIAC Certified Penetration Tester, GWAPT: GIAC Web Application Penetration Tester, GSLC: GIAC Security Leadership Certification, GCPM: GIAC Certified Project Manager Certification, GSSP-NET: GIAC Secure Software Programmer - .NET, GSSP-JAVA: GIAC Secure Software Programmer – Java, GSNA: GIAC Systems and Network Auditor, GCFA: GIAC Certified Forensic Analyst, GLEG: GIAC Legal Issues & GAWN: GIAC, various Cisco Security Certs. Assessing Wireless Networks, GXPN: GIAC Exploit Researcher and Advanced Penetration Tester, GREM: GIAC Reverse Engineering Malware, GSE: GIAC Security Expert</p>	
<p>Video Network or Video Conferencing Engineer/Specialist</p>	<p>A Network Engineer (see requirements for a Network Engineer) with additional hands-on experience and training with video conferencing. This person designs, deploys, and supports analog audio-visual and Video and IP systems. Troubleshoots video issues involving interconnections, video bridges, etc. UCF primarily employ Cisco/Tandberg and PolyCom systems. We</p>	

Network Engineer Class	Responsibilities, Skill Sets, and Certifications	Describe your ability to provide.
	do have one (1) LifeSize unit. This engineer may have, but not required to have video centric Certs as follows: Implementing Cisco Video Devices, Part 1 and / or Part 2 (VIVND1, VIVND2), Rich Media Communications Specialist, Cisco Telepresence Solutions Specialist, Cisco Video Network Specialist, or other industry recognized training and Certs.	

3.2.7 Questions

Table 1

Question	Proposer's response
Provide an outline of your technical expertise and experience in network engineering	
Are your personnel employed directly by your firm? Or, do you contract with individuals or other firms for personnel?	
Once an engineer(s) are on-board (at UCF working), UCF fully expects engineers to be on task until the work or project is finished. UCF does not expect or accept service providers arbitrarily pulling engineers away for reassignment to other customers.	
UCF expects the service provider to provide UCF with a single-point of contact for the administration of the resultant agreement. UCF will want to be provided an escalation process to rectify situations, to improve timely acquisitions of engineers, etc.	
Explain your knowledge transfer strategy – even though UCF engineers will/may be working alongside contracted engineers on the same project, what is your plan or method of ensuring that adequate knowledge transfer has occurred?	
Provide a brief biography of a few potential engineers to be provided as a result of being selected as a service provider.	
Provide a listing of all certifications (Cisco,	

Extreme Networks, and others) specific to the engineering classes identified in Section 3.1.2	
UCF will typically have the need to acquire engineers in a very short time frame (less than two weeks). See section 3.1.1. second paragraph. Explain your capability in meeting that need?	
In an emergency, UCF may have the need to acquire an engineer in less than what was explained in Section 3.1.1. second paragraph. In other words, UCF may need to shorten the stated one-week response time for a Request for Price Quote to 1-3 days. Explain your capability in meeting that need?	
Is your company currently involved in any unsettled litigation?	Yes ____ No ____ If yes, explain
Has your company ever been issued a warning or violation by a regulatory agency for noncompliance with Federal or state regulation?	Yes ____ No ____ If Yes, explain
Is your Firm capable of the following employee pre-screening requirements: Drug screening? Driver's Licenses Verification? Criminal History Review?	
Provide any additional information you feel will assist UCF in determining your firms qualifications	

4.0. OTHER REQUIREMENTS

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

APPENDIX I - EVALUATION SCORING SHEET

NAME OF RESPONDENT COMPANY _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

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

Evaluation Criteria	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER <ul style="list-style-type: none"> a. Ability of Proposer’s organization to meet UCF’s needs – See Executive Summary, Corporate Profile, Background, and Financial (Sections 3.1.2 through 3.2.4) - 20 points b. Experience in similar size universities (Section 3.2.5) – 10 points 	30
2. RESPONSES TO QUESTIONS AS IT PERTAINS TO THE SERVICE BEING EVALUATED (SECTION 3.2.6)	50
3. CONFORMANCE TO ITN’s PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN’s MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL). (SECTIONS 2.0, AND 3.0)	20
Evaluation of Responses Point Total	100

EVALUATOR’S NAME _____

EVALUATOR’S SIGNATURE _____

DATE _____

APPENDIX II -SUPPLEMENTAL OFFER SHEET

TERMS AND CONDITIONS

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

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

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

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

RESPONDENT COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX III - CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

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

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

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

APPENDIX III

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

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

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

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

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

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

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

RESPONDENT COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

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: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____



IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE REVISION

ITN NUMBER: 1302ZCSA

OPENING DATE & TIME: **NOVEMBER 7, 2013 @ 2:00pm**

ITN TITLE: **STAFF AUGMENTATION SERVICES: NETWORK ENGINEERING**

ADDENDUM NUMBER: 1

ADDENDUM DATE: 09/05/2013

Purpose of this addendum is to provide the conference bridge information that prospective proposers can use to connect to the pre-proposal conference via teleconference in lieu of attending in person. The pre-proposal conference is scheduled 9/18/2013 @ 9:30am at 12443 Research Parkway, Suite 202, Orlando, FL 32826.

Phone: (877) 920-8182

Code: 6274611

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING AND RETURNING IT, AND ALL OTHER REQUIREMENTS WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR PROPOSAL.

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS



Purchasing Department

ADDENDUM 3

IMPORTANT DOCUMENT - INVITATION TO NEGOTIATE REVISION

ITN NUMBER: 1302ZCSA

OPENING DATE & TIME REMAIN: **NOVEMBER 7, 2013 @ 2:00pm**

ITN TITLE: STAFF AUGMENTATION SERVICES: NETWORK ENGINEERING

ADDENDUM NUMBER: 3

ADDENDUM DATE: 10/31/2013

Purpose of this addendum is to clarify one question previously answered in addendum #2.

- Question 59 from addendum 2: "Can we employ network engineers with employment visa or is there a US citizen requirement?"
UCF Answer: No
- Repeat question 59: Can we employ people with employment visa (H1B)?
UCF Answer: No

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT, AND ALL OTHER REQUIREMENTS WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR PROPOSAL.

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

12479 Research Parkway • Orlando, FL 32826-3248 • (407) 823-2661 • FAX (407) 823-5551
Orlando Tech Center

An Equal Opportunity and Affirmative Action Institution



Purchasing Department

ADDENDUM 2

IMPORTANT DOCUMENT - INVITATION TO NEGOTIATE REVISION

RFP NUMBER: 1302ZCSA

OPENING DATE & TIME: **NOVEMBER 7, 2013 @ 2:00pm**

RFP TITLE: STAFF AUGMENTATION SERVICES: NETWORK ENGINEERING

ADDENDUM NUMBER: 2

ADDENDUM DATE: 10/15/2013

Purpose of this addendum is to answer questions submitted by perspective proposers. Please see the attached addendum #2 continuation sheet for Q&A's.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT, AND ALL OTHER REQUIREMENTS WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR PROPOSAL.

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

Addendum #2 Continuation: O & A ITN 1302ZCSA: STAFF AUGMENTATION SERVICES: NETWORK ENGINEERING

Answers to questions presented:

- 1) Has UCF considered using the existing State of Florida Information Technology (IT) Consulting Services 973-561-10-1 contract vs. doing this ITN which requires work and cost to all of the vendors as well as to UCF?

UCF Answer: We discussed this State thing route previously amongst ourselves. We decided that our ITN would be more focused on our needs.

- 2) Is there any incumbent?

UCF Answer: No

- 3) How many vendors do you expect to award?

UCF Answer: We hope to have several as we know that not every firm has the resources and knowledge base.

- 4) What is the estimated IT budget for 02/2014-06/2015?

UCF Answer: Unknown and not applicable for this acquisition.

- 5) How many network engineers do you expect to acquire, on average, per year?

UCF Answer: We cannot provide a precise number. However, at the current time, we have five consulting engineers and that number is not enough and is growing

- 6) Is this ITN independent or under any MSA of the State of FL?

UCF Answer: It is independent.

- 7) Is it open to out-of-state vendors?

UCF Answer: Yes, if the vendors are registered to do business in Florida.

- 8) Are there preferences to local vendors?

UCF Answer: No

- 9) Is it a mandatory requirement to register with FL Department of State before submitting the proposal?

UCF Answer: Yes.

- 10) Can we submit business license after getting award?

UCF Answer: See section 2.15 of the ITN.

- 11) 3.2.4 – Financial information: Can we submit financial statements prepared by CPA and Duns/Bradstreet reports?

UCF Answer: Yes.

12) 3.2.6 – Network Engineering Roles: Column “Describe your ability to provide”, please clarify.

UCF Answer: We are asking if you can provide personnel meeting described expertise for each engineering class. If not, please insert “not applicable.” We understand that a firm may not be able to provide all the engineering classes.

13) 3.2.6 – Network Engineering Roles: Do you expect us to provide additional list of skill sets that we have for each network engineer class (and we believe they may be required to meet business needs)?

UCF Answer: Not at this time. Once your firm is selected and the agreement fully executed, we can then sit down to discuss your firm’s full capabilities when necessary.

14) 3.2.6 – Network Engineering Roles: Do you expect us to provide our resource (# of consultants...) for each network engineer class?

UCF Answer: Yes, as it would help us in the evaluation process if you would give us an idea of your capabilities.

15) How many sample resumes of potential engineers do you expect us to submit with the proposal?

UCF Answer: None. We will reply on your description of capability in section 3.2.6

16) Row 8 of Table 1: “Provide a list of all certifications specific to the engineering classes identified in section 3.1.2” We do not see engineering classes in 3.1.2. Did you mean section 3.2.6?

UCF Answer: Yes an error. It should have referred to Section 3.2.6

17) Row 8 of Table 1: Do you expect us to submit the list of certifications only?

UCF Answer: No need to submit for the ITN. Just describe your firm’s ability in personnel skills and training to meet this requirement or insert “Not Applicable.”

18) Row 8 of Table 1: Do we need to submit sample copies of certifications?

UCF Answer: No need to submit for the ITN. Just describe your firm’s ability in personnel skills and training to meet this requirement or insert “Not Applicable.”

19) Is this a new contract?

UCF Answer: Yes

20) If incumbent(s), are they eligible to re-apply?

UCF Answer: Not applicable

21) If incumbent(s), where could I find their names and pricing charts?

UCF Answer: Not applicable

22) If not a new contract, how many Network Engineering positions did the University fill in the past year?

UCF Answer: [Calendar year 2012 one or two but not continuously](#)

23) How much was spent on similar services in the past 3 years, per year?

UCF Answer: [We started using consultants intensely in the past 10 months due to workload.. We expect to the spend to be several hundred thousand. The vehicle used for acquiring services is cumbersome requiring contract executions for every project.](#)

24) Is there an estimate of how many positions will open in the 6 months following the award date?

UCF Answer: [Hard to say. Maybe five or more](#)

25) Is there any immediate need for engineering services as described in the ITN?

UCF Answer: [Yes in wireless, voice, LAN engineering senior, and Architect classes](#)

26) Has the budget for these services been approved?

UCF Answer: [Telecom has set aside budget. The amount can and will be adjusted as needed.](#)

27) Are any sample resumes required with the proposal?

UCF Answer: [Not at this time. We will review when we seek help](#)

28) Who conducts the background check.

UCF Answer: [the company prior to assigning the staff member to UCF.](#)

29) We are assuming Appendix II is due completed on the final deadline date of 2:00pm on Nov. 7, 2013, and not by 10/11/2013. Is this correct?

UCF Answer: [Yes. It must be submit with the proposal.](#)

30) Please clarify 2.6 Offer/Proposal Opening Date section- the # of copies that we will need to include is unclear. The ITN states "*The offer must be submitted in SIX (8) copies; 2 hard copies and SIX (6) electronic versions on either disc or thumb drive*". It would be our guess that you would like eight (8) totals, with 2 hardcopies and 6 electronic.

UCF Answer: [The offer must be submitted in **Eight \(8\) copies; 2 hard copies and SIX \(6\) electronic versions on either disc or thumb drive.**](#)

31) In regards to the electronic versions that we submit, do you need the six electronic copies on six different thumb drives/discs?

UCF Answer: [Yes](#)

32) Can you please clarify how many copies you want in hard copy?

UCF Answer: [2 hard copies. One marked "Original" and delivered in sealed envelopes clearly](#)

marked: [ITN #1302ZCSA- Staff Augmentation Services: Network Engineering.](#)

33) What are you desiring for us to detail in our “ability to provide” description for 3.2.6?

UCF Answer: Please describe your ability to provide. For example: do you have staff having that particular skill and training? Provide the number of staff, etc. Any information that would help the evaluation committee to understand your firm’s ability should be included

34) In the RFP itself, the university states:

“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.”

Our legal staff posed this question. We require a disclaimer of consequential damages or other language to limit Hudson’s liability before we can execute the form agreement, so may we propose such language in the agreement?

UCF Answer: If the provision you are referencing is one of the clauses identified in Appendix II as non-negotiable, UCF will not entertain a change to that clause. Proposals not accepting the language as written for non-negotiable clauses shall be rejected without consideration. If the provision concerns a negotiable clause identified in Appendix II, UCF will consider negotiating a mutually agreeable term prior to award.

35) Is there a billing rate or rate range that may be shared?

UCF Answer: Not applicable

36) Can vendors bid for selected profiles among the Staff Augmentation profiles?

UCF Answer: We do not expect a single firm to have the wherewithal to provide every skill level. Firms should only describe their abilities to provide certain skill levels where applicable. Where they cannot provide, they must insert “not applicable.” We will not hold this against a firm if they cannot provide every-level. We want to use several firms as we know how difficult firms have in managing personnel availability.

37) When actual work commences, what is the total hours expected to be serviced by a deployed personnel?

UCF Answer: The hours will vary and will extend to the point to finish the assigned project. It is highly possible that once a project is completed the engineer will be assigned another.

38) Will it be on a daily basis?

UCF Answer: yes

39) Can any of the tasks expected be performed remotely (offsite or offshore)?

UCF Answer: the nature of the assignment may or may not lend itself to remote configurations/programming. It is possible

40) Is the evaluation criteria and points meant to indicate that Vendors who provided network engineering services previously where they served as Prime would be given more weightage?

UCF Answer: we understand that a consultant will have to get up to speed in learning the UCF network. This concurs quite often as new engineers are assigned. We do not always get the same engineers. We do not see an advantage for the present firm being used as it is not so much the firm but the engineers they supply.

41) Has the 1st project been identified yet and the scope, along with start date?

UCF Answer: The project turn-over changes week by week. Old ones get completed and are replaced by new ones. We are not delaying projects while waiting for this ITN to be completed. Once we have fully executed agreements in place with firms, the fun begins.

42) How many projects could there be working/in process at one time? Shortest length/longest length projected?

UCF Answer: Hard to answer. Currently we have five consultants on board each working on different projects. The project timelines do vary depending on scope. We are still short on consultants.

43) Does UCF want to interview each candidate before proceeding with work project?

UCF Answer: Yes

44) What information will be required of the candidate to UCF?

UCF Answer: Proof of certs, training, experience

45) Does UCF have a revenue cap or budget for each project and start/end time frame for each project?

UCF Answer: No budget cap. The Telecom Project Manager and the selected consultant will determine the timeline.

46) When will the pricing need to be submitted?

UCF Answer: Request for quotes will be issued to awarded companies each time a need for staff augmentation arises. Companies will in turn submit quotes with their costs. Pricing should not be submitted with your responses to this ITN.

47) What information will be required of a sub-contractor after approval and what is required for approval?

UCF Answer: See ITN section 2.32

48) SEC 3.1.1 = A STATE ISSUED VEHICLE TO THE ENGINEERS ARE USED FOR DRIVING ON CAMPUS DURING BUSINESS HOURS OR FOR WHAT OTHER PURPOSE?

UCF Answer: Some projects may require having the consultants to physically be at a building on the campus or a remote campus. Since the consultant will have a key card access to the Telecom office suite where vehicle keys are secured, they will be able to use the vehicle after-hours as well. However, the use of vehicles is for university business only.

49) How many points can be on the employees' license and/or what is not allowed?

UCF Answer: As long as a consultant can produce a valid driver's license, that consultant can use a vehicle.

50) SEC 3.1.1 = The assignments/Projects- If UCF requires the engineer to develop the plan for the actions that need to be taken and investigate the situation, who will be signing off on the engineers plan for approval?

UCF Answer: The Telecom Project Manager assigned to the consultant

51) After monthly invoices are submitted to CS&T TELECOMMUNICATIONS, how long until we receive payment for invoices?

UCF Answer: 30 days or less

52) On 3.2.7, are there any requirements in regards to Jessica Lunsford act fingerprint badging, if so what is the charge for UCF contracted employees?

UCF Answer: No

53) Will an MVR be required of employees and how many points, how far back 3 years, 7 years or longer?

UCF Answer: [A consultant must have a valid driver's license to drive a state vehicle](#)

54) For drug screening, is an MRO (LAB) result required and how many panels, which panels are required, what are the drug testing requirements of UCF?

UCF Answer: [The company is responsible for this](#)

55) Is this the 1st time this ITN has been submitted for Negotiation?

UCF Answer: [Yes](#)

56) How has the expert data and / or voice network engineering services been handled now and in the past?

UCF Answer: [Via a Cisco value added reseller](#)

- Vendors or contract?

UCF Answer: [Each project requires a scope of work and an agreement](#)

- With whom?

UCF Answer: [Presidio](#)

57) Was the pre-bid meeting required?

UCF Answer: [No](#)

58) Is it OK for us to submit proposals if we didn't attend the meeting?

UCF Answer: [Yes](#)

59) Can we employ network engineers with employment visa or is there a US citizen requirement?

UCF Answer: [No](#)

60) What is the min. duration of a typical project?

UCF Answer: [Unknown](#)

61) Will there be cases where you will need a staff for a few weeks/days only?

UCF Answer: [yes](#)

62) Should we also include hourly rates because on page 7, 7.2.D there is a reference to initial offer?

UCF Answer: [Once we have fully executed agreements with each firm in place, Telecom will send out emails to each firm requesting an engineering class. The emails may or may not describe or provide a project scope as we may be seeking a person to work on several projects. At this time, each firm with the capability to provide this engineering class will provide their hourly rate.](#)