

**SUBMIT OFFER TO:**  
Via Bonfire Web Portal  
UNIVERSITY OF CENTRAL FLORIDA  
Phone:(407) 823-2661  
www.procurement.ucf.edu

**University of Central Florida**  
**INVITATION TO NEGOTIATE**

**Contractual Services Acknowledgement Form**

https://ucfprocurement.bonfirehub.com/opportunities/22676  
Your submission must be uploaded, submitted, and finalized prior to the closing time on February 20, 2020 3PM EST. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the Closing Time to begin the uploading process and to finalize your submission. See Appendix 4 for submittal instructions.

Page 1 of 59 Pages	OFFERS WILL BE OPENED February 20, 2020 @ 3PM EST and may not be withdrawn within 120 days after such date and time.	ITN NO: 1914GCSA
UNIVERSITY MAILING DATE: <b>January 10, 2020</b>	ITN TITLE: Comprehensive Catalog and Curriculum Management System	
FEDERAL EMPLOYER IDENTIFICATION NUMBER		
VENDOR NAME		REASON FOR NO OFFER
VENDOR MAILING ADDRESS		
CITY - STATE - ZIP CODE		<b>POSTING OF PROPOSAL TABULATIONS</b> Proposal tabulations with intended award(s) will be posted for review by interested parties on the Procurement Services solicitation webpage and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
AREA CODE	TELEPHONE NO.	
	FAX NO.	
	EMAIL:	

**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 procurement agency tenders final payment to the vendor.*

**GENERAL CONDITIONS**

**1. SEALED OFFERS:** All offer sheets and this form must be executed and submitted as specified in Section 2.6. 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 the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor are to be initialed.

**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:** Proposers 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 Proposer'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 1914GCSA**

**FOR**

**Comprehensive Catalog and Curriculum Management System**

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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 a vendor to provide the licensing and acquisition of an integrated system for managing curriculum process and producing an online catalog for UCF. UCF is soliciting proposals from vendors to provide a comprehensive software solution that shares information with the Student Information System (SIS) and streamlines the curriculum and catalog production process. The solution must integrate with PeopleSoft, UCF's current SIS. The solution should provide a singular, paperless system for workflow, historical tracking of curricular changes, housing for official current curriculum, the ability to produce a web-compatible catalog, and the ability to feed UCF's curriculum audit process.

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

### **1.2 Contract Award**

UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer(s) represent the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent's proposal, and all the terms and conditions found in any resulting contract. A sample of UCF's standard terms and conditions can be viewed at <http://www.procurement.ucf.edu>. The Contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

- A. UCF may reject any or all offers if such action is in UCF's best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when Respondent's offer is not in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the proposer(s) whose offer may be deemed in the best interest of the university.
- 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. UCF is not obligated to make an award under or as a result of this solicitation.

### **1.3 UCF Environment**

The University of Central Florida is an emerging preeminent research university located in metropolitan Orlando with a current enrollment of over 69,000 students. Founded in 1963 to provide talent for Central Florida and the growing U.S. space program, UCF has been making an impact on the state, the nation — and outer space — ever since. With 13 colleges, including a fully accredited College of Medicine, UCF offers more than 220 degree programs from the main campus, downtown campus, hospitality campus, academic health sciences campus and through 11 UCF Connect centers located throughout the region. UCF's fully online programs include online bachelor's degrees, online master's degrees, online PhDs, online certificates and more.

According to U.S. News & World Report’s Best Colleges of 2019 guide, UCF ranks among the nation’s 10 most innovative universities. UCF is also ranked as a best-value university by Kiplinger, as well as one of the nation’s most affordable colleges by Forbes. The university confers more than 16,000 degrees each year and benefits from a diverse faculty and staff who create a welcoming environment and opportunities for all students to grow, learn and succeed.

Additional information available at [http://www.ucf.edu/about\\_ucf](http://www.ucf.edu/about_ucf)

## 2.0 GENERAL CONDITIONS

### 2.1 Authorized UCF Representative/Public Notices/UCF Discretion

Respondent’s response to this ITN and any communications and/or inquiries by Respondent during this ITN process shall 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 in the form of an addendum. 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.

**Gina Bazile**  
**Procurement Services Department**  
**12479 Research Parkway**  
**Orlando, FL 32826-3248**  
**gina.bazile@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 on UCF’s Procurement Services Website. 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 may issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

Date/Time	Action
01/10/2020	Invitation To Negotiate advertised and released
01/21/2020	Last day to submit communications and/or inquiries in writing only; preferably by email to Gina Bazile
01/28/2020	Responses to inquiries and Addenda, if any, mailed to Respondents

### 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 is to provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent also is to 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 I. 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 negotiable terms and conditions set forth in this ITN is to indicate on Appendix I, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer. 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 I 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 I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) and/or clear and detailed reasons for the disagreement, with the offer, may 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 I 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 known Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **January 21, 2020 at 5p.m.** Eastern Time as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to, or any responses received from any other department, person, agent, or representative of the university will not be considered valid or binding.



## **2.4 Respondents' Conference and Site Visit**

N/A

## **2.5 Written Addenda**

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Procurement Services Website. The Addenda Acknowledgment Form is to be signed by an authorized representative of the Respondent, dated and returned with the offer. All Respondents, including known interested Respondents, are solely responsible for checking the Procurement Services Website periodically to verify whether any such Addenda and forms were issued.

## **2.6 Offer/Proposal Opening Date**

Proposals will be received and opened on February 20, 2020 at 3PM EST via UCF's Bonfire Web Portal. For additional information, please refer to Appendix VI: Submission Instructions for Suppliers. UCF shall in no way be responsible for or accept any proposals not uploaded prior to the closing date and time. Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted.

## **2.7 Section Not Used**

## **2.8 Evaluation Criteria and Selection Process**

- A. UCF reserves the right to conduct negotiations if the decision maker (UCF Board of Trustees, Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services 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 proposer(s) whose offer(s) may represent the best interest of the university. The following is a short overview of some of the decision makers' responsibilities during the solicitation and award process:
  - 1. Establish a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all responsive offers;
  - 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 proposers, 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 evaluators or other boards (if any);
  - 6. Select the proposer(s) whose offer(s) is the best value to the university;
  - 7. Select a negotiation team, (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those proposer(s), determined by the decision maker to have submitted a proposal that may be beneficial to the university.

- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by the group of evaluators. The group of evaluators 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 evaluators. Evaluators, 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. After offer opening, each evaluator shall function independently of all other persons including, without limitations, the other evaluators, and, throughout the entire evaluation process, each evaluator 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 evaluator 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**

<b>Evaluation Criteria</b>	<b>Max Points</b>
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	15
2. PROJECT STAFF QUALIFICATIONS/EXPERIENCE	15
3. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	40
4. OVERALL PRICING	20
5. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS ( <b>FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL</b> ) Section 2.0	10
<b>Evaluation of Responses Point Total</b>	<b>100</b>

Each evaluator must independently score, each offer in UCF's Bonfire Web Portal, in accordance with the criteria herein. Each evaluator is to enter comments, if any, regarding the offer and submit his/her evaluation via Bonfire. The assigned **Procurement Services Specialist identified in section 2.1**, will forward a summary to the **Decision Maker**, or his/her designee. At the time of such delivery to the **Procurement Services Specialist**, the evaluator shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

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

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist and advise the **Decision Maker** during his/her decision-making 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.

- D. **Decision Maker** shall obtain approval from the University Board of Trustees for recommendation of award of a contract exceeding the university's Board of Trustee's materiality rule.

## **2.9 Posting of Recommended Selection**

An intent to award will be posted within a reasonable time after the Procurement Services Department receives the decision maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties on the Procurement Services solicitations webpage 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 timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
1. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check or money order made payable to UCF.
  2. 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. Respondents must identify specifically any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. A generic notation that information is "confidential" is not sufficient. Failure to provide a detailed explanation and justification including statutory cites and specific reference

to your bid detailing what provisions, if any, Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. 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 desired and beneficial to evaluators 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 takes final agency action, the Respondent shall not discuss the offer or communicate with any UCF employees, agents, representatives, evaluators or representatives of UCF except as expressly requested by UCF in writing. Violation of this restriction may 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 5pm on January 21, 2020, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

## **2.15 State Licensing Requirements**

To the extent applicable, Respondent shall have all appropriate licenses to conduct business in the State of Florida and Orange County at or prior to award of a contract resulting from this competitive solicitation. Respondent is to provide proof of such to UCF as a condition of award of a contract. If Respondent contemplates the use of subcontractors, the Respondent is responsible for ensuring that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. For additional information, the Respondent should contact the Florida Secretary of State’s Office.

## **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

**Addendum** – Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

**And/Or** – The word “and” shall also mean “or”, and the word “or” shall also mean “and” whenever the contents or purpose so require.

**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.

**Invitation to Negotiate** - A written solicitation, for goods or services, where factors other than price are to be considered in the award determination. These factors may include such items as vendor experience, project plan, design features of the product(s) offered, etc. ITN is used when the specifications cannot be identified; the end result is explained but we want qualified companies to offer their solutions for consideration.

**May, Should** – Indicates something that is not mandatory, but permissible, recommended, or desirable.

**Minor Irregularities** – Irregularities that have no adverse effect on UCF's interest will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

**Must, Shall, Will** – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions.

**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 **Timothy Letzring**.

**Proposal** – An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

**Purchase Order/Contract** – The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the ITN.

**Renewal**- Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the university.

**Respondent/Proposer/Vendor/Contractor** - Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

**Response** – The entirety of the Respondent’s submitted bid response to the ITN, including any and all supplemental information submitted.

**Responsible Respondent** – Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

**Responsive Respondent** – Respondent who has submitted an offer that conforms in all material respects to the solicitation.

**Sole Point of Contact** - The Procurement Services Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

**Successful Respondent/Proposer/Vendor/Contractor** - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Payee”, “Proposer”, and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

**UCF’S Contract Administrator** - The University’ designated liaison with the Respondent. In this matter UCF’s Contract Administrator will be **Gina Bazile**.

**UCF or University** – University of Central Florida

## **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 could 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 I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I. Failure to submit Appendix I 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)/Proposer(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)/Proposer(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Proposer'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/Proposer 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 under this ITN of \$10,000 or below, Payee will have and maintain, at its sole expense, for the duration of this Agreement, the types and amounts of insurance that at a minimum cover the Payee's (or subcontractor's) exposure in performing any 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, Payee will have and maintain general liability insurance in an amount of no less than one (1) million dollars per occurrence and Payee shall send a copy of Payee's Certificate of Insurance (prior to commencement of Payee's performance or delivery hereunder) to the following address by email, fax or mail:

e-mail: [Olivia.Escalona@ucf.edu](mailto:Olivia.Escalona@ucf.edu)  
Mail: University of Central Florida

Risk Management  
12601 Aquarius Agora Dr.  
Orlando FL 32816-3500

The Payee/Vendor shall name UCF and its Board of Trustees as additional insured to Payee/Vendor's general liability insurance for the duration of this Agreement. 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 Payee in writing in those particular circumstances. Unless UCF notifies a Payee in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Payee.

**In addition to the general liability insurance required above, Payee shall also provide, at its sole expense, for the duration of this Agreement, worker's compensation insurance and employer's liability insurance in accordance with Chapter 440, Florida Statutes and all other applicable laws and regulations, that a minimum cover the Payee's (or subcontractor's) exposure in performing this Agreement. The insurance policies required by this Section 12 shall cover all employees engaged in any work as part of this Agreement.** If Payee operates any vehicles as part of performing this Agreement, Payee shall also have and maintain, at its sole expense, for the duration of this Agreement, adequate automobile liability insurance that covers the Payee's (or subcontractor's) exposure in performing this Agreement.

## **2.21 Term of Contract**

The contract resulting from this ITN, if any, shall commence on August 1, 2020 and shall end on July 31, 2023. The University may renew/extend a resultant contract, as mutually agreed to by both parties. Renewals may not exceed 5 years or twice the term of the original contract, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.

## **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. The thirty (30) days' advanced written notice shall start on the date sent out by UCF, e.g. date of email sent, date stamp on letter mailed, etc.

## **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/Proposer/Contractor 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/Proposer/Contractor 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/Proposer/Contractor in conjunction with a resultant contract.

## **2.28 Public Records, Service Contracts, Compliance With Section 119.0701, F.S.**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407) 823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.**

### **PUBLIC RECORDS, CONTRACT FOR SERVICES**

To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon

completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

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

## **2.29 Severability**

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

## **2.30 Notices**

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, hand delivered, or sent by email (receipt acknowledged), registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this ITN.

## **2.31 Governing Law and Venue**

This ITN and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Respondent hereby agree that this ITN and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

## **2.32 Liaison**

UCF's liaison with the successful Respondent, if any, shall be the **Timothy Letzring**.

## **2.33 Subcontracts**

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent's response to this ITN. No subcontract(s), which the Respondent enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

### **2.34 Employment of UCF Personnel**

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

### **2.35 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.

### **2.36 Equal Opportunity Statement**

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

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX II**.
- D. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.

F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

### **2.37 Waiver of Rights and Breaches**

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

### **2.38 Headings Not Controlling**

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

### **2.39 Employee Involvement/Covenant Against Contingent Fees**

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

### **2.40 Employment of Aliens**

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

### **2.41 Site Rules and Regulations**

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

### **2.42 Travel Expense**

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

#### **2.43 Annual Appropriations**

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

#### **2.44 Taxes**

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

#### **2.45 Contractual Precedence**

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

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

#### **2.46 Use of Contract by Other Governmental Agencies**

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

#### **2.47 Public Entity Crimes**

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

#### **2.48 Work for Hire**

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

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

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

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

## **2.49 Export Control**

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

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

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

## **2.50 Nonnegotiable Conditions and Requirements**

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

## **2.51 Revised Quantities**

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

## **2.52 Family Educational Rights and Privacy Act**

Licensor acknowledges that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA"), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

- A. Confidential information about Licensee's students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);

- E. Even in circumstances that might justify an exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.

### **2.53 Smoke Free Policy**

The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.

### **2.54 Contact with Minor Children**

To the extent that Vendor qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law/Statutes, who has direct contact with children receiving services or with adults who are developmentally disabled receiving services or who qualifies as a direct service provider to the elderly (as defined by Florida law/Statutes), Vendor hereby guarantees that Vendor and/or anyone acting on Vendor's behalf (including, but not limited to Vendor's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida, as provided under Chapter 435 and hereby certifies that none of Vendor's employees, agents, subcontractors and/or anyone else acting on Vendor's behalf, has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

### **2.55 Reporting of Child Abuse**

Vendor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on Vendor's behalf, to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.

### **2.56 Secure Handling of UCF Data**

The University requires Vendors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Vendor. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Vendor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.

## **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 incorporate the entire ITN and proposal by reference.

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



UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and also number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent's response to this ITN must be submitted via UCF's Bonfire Web Portal, as listed in Section 2.6.

### **3.2 Respondent/Offer Submittal Sections**

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

#### **A. EXPERIENCE AND QUALIFICATIONS OF PROPOSER**

1. Provide an overview and history of your company, and experience in providing an integrated system for managing curriculum processes and producing an online public and administrative Catalog, and Curriculum Management System similar in scope to those requested in section 1.1. of this ITN.
2. The proposer shall provide a list of current or very recent similar-type client accounts, if any, which are located in the United States. Client account information shall include contact name, address, email address, phone number, length of service, and student information system used by client.
3. Please provide a list of client accounts lost through early termination or non-renewal over the past five (5) years. Include contact name and phone number, length of service at each account, and reason for loss.
4. The Proposer will provide a chart of the company's organization and a description of its corporate structure. Also provide the company's chain of ownership up its ultimate parent corporation, and all subsidiaries.
5. Provide the number of years' experience in providing services as described in section 1.1 above.

#### **B. PROJECT STAFF QUALIFICATIONS/EXPERIENCE**

1. List the total number of employees, including job titles and experience of individual(s) who will be assigned to the UCF account; include resume(s).
2. Clearly identify the skill sets your staff can provide, and clearly indicate if subcontractors or sub-consultants will be used.
3. Identify 3rd party vendors involved in your implementation strategy, explaining the role of the third party and how the vendor ensures the quality and timeliness of the third party's work. Provide 3rd party name, address, and contact information.

#### **C. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/PROJECT APPROACH**

A web-based online public Catalog and an Administrative Catalog and Curriculum Management component.

Demonstrate and understanding of the services UCF requires under this ITN. Explain the methodology proposer will employ to fulfill the requirements herein.

Please describe how your product(s) meets or exceeds the requirements listed below (I-III) by identifying whether it is available out of the box, requires configuration, customization or not available. For configuration or customization please note an estimated cost and include this in your pricing structure in Section D below.

##### **I. CATALOG AND CURRICULUM SYSTEM**

1. Integrate with the State Common Numbering System.
2. Employ responsive web design (RWD), i.e. be accessible on the variety of devices, including mobile devices.
3. Be ADA Compliant (WCAG 2.1 preferred).
4. Have robust search functionality.
5. Ensure seamless process of data integrity feed and consistency with current working catalog and SIS (PeopleSoft). Utilize the relational data model that ties courses to curricula, departments and multiple program requirements.
6. Provide the ability to create, display and maintain multiple independent Catalog publications, with the archived catalogs available and searchable for an unlimited number of years. Platform also allows for the archival of program and course proposals.
7. Display multiple catalog types, and multiple catalog years, including archiving past catalog versions, through a single e-catalog portal that does not require intervention by the institution's webmaster, IT, or vendor in order to update or display the e-catalog content.
8. Ensure that modifications made to the working copy of the Catalog in preparation for future publication do not impact the current publicly accessible Catalog version until approved through the workflow. Also apply to any published e-catalog: correcting a typographical error in a course in a published e-catalog should require only that the correction be made to the course in a single location, and the correction being reflected in every location in which the course is referenced.
9. The platform allows for courses to be created/revised in a draft format, facilitating collaboration between course designers, until approved through the workflow.
10. Ability to publish catalogs on demand directly within the system without the involvement of IT or the vendor.
11. Provide tools to apply institutional branding to the public Catalog, using institution selected fonts, images and color schemes, as well as the ability to embed the digital media and share the specific content via social media platforms. If possible, integrate and work with our Web Content Management System, Cascade by Hannon Hill. Also provide the back-end forms to improve external and internal user experience without the involvement of IT or the vendor (or with the minimum IT or vendor support).
12. Provide the ability to link dynamically to other systems using dynamic URL-based variable replacement. For example, if the College provides a URL associated with a transfer equivalency or course registration system that uses course prefix, number and term to link directly to the course, the proposed system be capable of incorporating the URL with course information, dynamically populating the necessary variables, and linking to the external equivalency or scheduling system.
13. Allow presentation of degree and certificate requirements, including suggested course schedule (pathway); degree and certificate pages be able to either present inline or dynamically link to courses, pathways, gainful employment data, and career outlook pages while meeting WCAG criteria.
14. Support the ability to reference detailed course information inline without moving the user to another page, to a different location on the page, or reloading the page, while meeting WCAG criteria.
15. Provide the ability to print any page from the online catalog, such that unnecessary navigational page elements are removed, resulting in a printed page that includes only the elements for that page.
16. Provide the ability to export the catalog into Microsoft® Word and PDF format; and to export course and/or program content into comma-separated-value (CSV) format and PDF format.
17. Able to dynamically generate a degree plan, export course and program information on demand in a printable format such as Microsoft® Word format.
18. Ability to link digital media (video, audio, documents, etc.) to schools/colleges, departments, programs, and courses using simple text links or custom icons.

19. Tablet and mobile device user friendly.
20. Linked in real-time to a web-based e-catalog portal, with the ability to instantly and automatically generate a dynamic electronic catalog.
21. Include consistent, user-friendly navigation, and a search function, capable of returning results specifically for courses, programs, and/or other catalog content exclusive of other catalog content.
22. Provide labor market data on potential program/careers including local labor market data, projected wages, and skills needed for each career path.

## II. CURRICULUM MANAGEMENT FUNCTIONS

1. The platform should have the ability: to edit, deactivate, or propose a course, to edit any of a course's content, check status of a course proposal, to view previous proposals for a course, provide history of a course over time, to generate course outcome map, capture course updates and new instructional treatments including the date and who made a curricular change.
2. The platform should be able to display the impact of a new course proposal on other courses and programs. Platform provides reports identifying all departments, programs and courses impacted by a change to a single course, as well as reports of stalled proposals, broken links and workflow status.
3. The platform should have the ability: to edit or propose a new program, to edit all of a program's content including description, learning outcomes, or curriculum, store a document related to program review, as well as the date for the next review, record history of a program over time, and generate file with program information to be ingested to an integrated catalog.
4. The platform should have the ability: to propose a new major, minor, track, certificate, or other curriculum idea (not a course or program), to edit this curricular idea's description, learning outcomes, or curriculum, utilizing a standard template.
5. The platform shall provide workflows that are easy to create and maintain and are pre-generated based on rule sets provided by the institution but also be customizable should the need arise for changes including ability to custom route items for specific approval.
6. The platform should allow the creation of customizable meeting agendas based on the courses and/or programs at specific stages of the approval process, e.g. creating a meeting agenda for approval of items ready for submission to UCF's Undergraduate Course Review Committee.

## III. ADDITIONAL SYSTEM NEEDS

1. Allow for modifications to be made to the internal program, course and/or narrative content structures, such as the addition or removal of existing fields and/or data elements, reordering the navigation, or adjusting the Home Page contents without the involvement of IT or the vendor.
2. Provides ability to create multiple roles and associated role-based permissions to permit system users to participate in curriculum workflows within the institution allowing for multiple logins and multiple levels of permissions/access based on institutional hierarchy.
3. Include a collaborative approval process system permitting an iterative edit-approval environment in which comments can be associated with edits, and in which other system users may be invited to comment and approve or reject edits – all through workflows built into the proposed system.
4. Provide concurrent access to an unlimited number of administrative staff to manage content.
5. Support and track the relationship of content items, such as courses or programs, to their responsible entity, such as an academic department.
6. Provide a current and historic audit trail showing creation date/time, last modified date/time, approvals, comments, versions, editors, maintained for the life of the catalog and curriculum. Each new catalog have a unique and distinct editorial audit trail.

#### IV. PROJECT TIMELINE AND IMPLEMENTATION PLAN

1. Provide an overview of your standard implementation process.
2. Provide a sample project plan and timeline for implementation; assume a September 1st start date. Provide an overview of how you will approach addressing current third-party systems and PeopleSoft integration.
3. Provide distribution of responsibilities from the vendor implementation team and what will be required by the UCF project team. Document assumptions made to develop timelines and complete scope of implementation work/requirements.
4. Define your Change Management plan and approach to system implementation.

#### V. Training, Support, and Documentation

1. Provide a sample copy of your standard master contracts or service level agreements.
2. Describe your support structure and escalation process. Include the days/hours of operation for your support team.
3. Describe your enhancement request process.
4. Describe the training provided as part of the project. Include type of training (video, onsite, conference, etc.), the number of UCF staff/faculty expected to train, and how training is layered.
5. Proposer is required to administer this system until that responsibility is officially handed over (Go Live) to UCF.
6. Provide all system administration and user manuals (hard copy of web based) including any customizations and configurations done on the system as part of the implementation.

#### VI. Student Information System

1. Provide an overview and technical details of the approach and methodology for integrating with the university's student information system.
2. Is product integration a developed feature or is it an existing application program interface (API) or plug in a standard feature.
3. Clearly identify associated costs for integration to the student information system as listed in Section D below.
4. Provide a product roadmap for integration if this is not a current API or plug in feature to the system.

#### D. OVERALL PRICING

Provide a costing structure that clearly identifies cost **per Appendix A**. Appendix A is to be used as a guide in submitting your cost structure to clearly delineate costs. You may elaborate or provide narrative as needed.

**APPENDIX A**

	YEAR 1	YEAR 2	YEAR 3
Project Management and Implementation Services			
Annual license			
Ongoing (license fee, maintenance, etc.)			
Hardware, if any			
SIS Integration			
Training & Support			
Any other initial fee(s)			
<b>SUB TOTAL</b>			
Additional options			
Additional software and/or tools			
Additional services			
<b>SUB TOTAL</b>			
<b>GRAND TOTAL</b>			

\*All services shall be a flat fee and inclusive of all travel and ancillary expenses.

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

The sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any negotiable term or condition of this ITN is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer. 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 <b>**Non-negotiable**</b>	_____	_____	_____
2.2 <b>**Non-negotiable**</b>	_____	_____	_____
2.3 <b>**Non-negotiable**</b>	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6 <b>**Non-negotiable**</b>	_____	_____	_____
2.7 Section Not Used			
2.8 <b>**Non-negotiable**</b>	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11 <b>**Non-negotiable**</b>	_____	_____	_____
2.12	_____	_____	_____
2.13 <b>**Non-negotiable**</b>	_____	_____	_____
2.14 <b>**Non-negotiable**</b>	_____	_____	_____
2.15	_____	_____	_____
2.16	_____	_____	_____

2.17			
<b><u>SECTION</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>RESPONDENT INITIALS</u></b>
2.18 <b>**Non-negotiable**</b>			
2.19			
2.20 <b>**Non-negotiable**</b>			
2.21			
2.22			
2.23			
2.24			
2.25			
2.26			
2.27 <b>**Non-negotiable**</b>			
2.28 <b>**Non-negotiable**</b>			
2.29			
2.30 <b>**Non-negotiable**</b>			
2.31 <b>**Non-negotiable**</b>			
2.32			
2.33			
2.34			
2.35 <b>**Non-negotiable**</b>			
2.36			
2.37			
2.38			
2.39 <b>**Non-negotiable**</b>			
2.40			

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.41	_____	_____	_____
2.42**Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
2.51	_____	_____	_____
2.52 **Non-negotiable**	_____	_____	_____
2.53 **Non-negotiable**	_____	_____	_____
2.54	_____	_____	_____
2.55	_____	_____	_____
2.56**Non-negotiable**	_____	_____	_____
3.0	_____	_____	_____
4.0	_____	_____	_____
Appendix I	_____	_____	_____
Appendix II	_____	_____	_____
Appendix III	_____	_____	_____
Appendix IV	_____	_____	_____
Appendix V	_____	_____	_____
Appendix VI	_____	_____	_____



Company: \_\_\_\_\_ Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX II

### 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, amended.

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

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

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

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

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

## APPENDIX II

### 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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.

Company: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX III**

**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 Procurement Services Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

**CERTIFICATION**

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

Company: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX IV

### MINIMUM SECURITY REQUIREMENTS CLOUD COMPUTING SERVICE PROVIDERS

The services being requested in this ITN include storing, transmitting, processing, or collecting university data on our behalf. As such, it is necessary to minimize the risk to university data and ensure that a minimum set of security requirements, contractual language requirements, and technical arrangements for data exchanges are met by the service provider.

The sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any term or condition herein are to act to resolve the difference prior to the deadline for inquires, as noted in this ITN. A Respondent's disagreement with any 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.

1.  **Yes**  **No** Terms and conditions must specify the complete set of university data involved in the proposed business arrangement with the service provider.
2.  **Yes**  **No** Terms and conditions must specify university data provided, collected or transmitted to the service provider is permanently owned by the University of Central Florida.
3.  **Yes**  **No** Terms and conditions must specify the amount of time university data is retained by the service provider after in the event agreement or contract is terminated.
4.  **Yes**  **No** Terms and conditions must specify university data destruction method that is aligned with industry data security standards.
5.  **Yes**  **No** Terms and conditions must specify University of Central Florida's data is separated from other tenants in service provider's infrastructure.
6.  **Yes**  **No** Service Provider must abide by all University of Central Florida, state and federal laws. These requirements can vary based on datasets, e.g., HIPAA, FERPA, GLBA, SOX, PCI-DSS, etc.
7.  **Yes**  **No** Service Provider must agree to comply with federal and state breach notification laws, such as Florida's data breach notification law (FL State Statutes 501.171, Senate Bill 1524, FIPA).
8.  **Yes**  **No** Service Provider must prohibit anonymous access to University of Central Florida's data. Password length and complexity shall conform to University of Central Florida's password standards - <https://infosec.ucf.edu/wp-content/uploads/sites/2/2017/04/501-Password-Standards.pdf>
9.  **Yes**  **No** Service Provider must maintain adequate audit trails, at a minimum logs should contain successful and unsuccessful account logon attempts.
10.  **Yes**  **No** Service Provider must encryption data in transit using TLS protocol. Clear text communication of Restricted or Highly Restricted data is prohibited per UCF policy 4-008.

11.  **Yes**      **No** Service Provider must clearly state that penetration testing and vulnerability assessments are performed regularly.
12.  **Yes**      **No** Service Provider must present a business continuity plan with detailed recovery procedures and manual workarounds in the event of disaster.
13.  **Yes**      **No** Service Provider must have a secure environment free of any breach within the last year. Any recent information security concerns will require further evaluation.
14.  **Yes**      **No** Service Provider must incorporate the “Secure Handling of UCF Data” security rider in the contract, or Service Level Agreement (SLA.).
15.  **Yes**      **No** Service Provider must provide attestation of liability and/or cybersecurity insurance.
16.  **Yes**      **No** Service Provider must produce certifications and or attestations of a recent security audit that meets industry standards (e.g., SSAE 16, ISO 27001, PCI-DSS, etc.).
17.  **Yes**      **No** Where applicable and appropriate for the program or project, service provider must be able to provide federation services that is SAML v2 or Shibboleth compliant. Such a service will allow seamless integration with UCF computer usernames for the purpose of authentication and authorization to the service provider’s applications.

Company: \_\_\_\_\_

Authorized Representative’s Name: \_\_\_\_\_

Authorized Representative’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Third Party/Vendor Data Security Assurance Questionnaire (SAQ)

*Classified as UCF Restricted Data When Filled In*

<b>Name of Service/Software/System:</b>		
	Short Description:	
<b>Service Provider:</b>		
	Company Name:	
	Administrative Representative:	
	Technical Contact:	

**Purpose:**

This questionnaire will assist University IT in systematically identifying and considering information security risks and issues when contracting a vendor to collect, transmit, process, and store University data. The questionnaire addresses the vendor’s understanding of individual college and/or departmental applications, operating procedures, policies, standards, and systems as well as University policies and standards.

**Instructions for the Third Party Vendor/Organization:**

1. Please respond to each question with a Yes, No, or N/A in the response box. If responding with a No or N/A, or if the question otherwise requests additional information, please provide a response in the comments field.
2. When the document is complete, provide a signature on the final page and return it to the UCF representative that provided it.





#	Item	Response (Y/N/NA)	Comments
<b>Part 1: Third Party Internal Security Program</b>			
The first set of questions pertain to the third parties' internal security program.			
<b>Section A: Policies, Procedures, and Auditing</b>			
A1	Is a senior official or officer within the organization directly responsible for the oversight and implementation of the security policies? If yes, please provide Title and contact information.		
A2	Does the organization employ procedures to ensure compliance with privacy laws and regulation requirements related to maintaining security, confidentiality, and protection of third party personal information? (e.g., Information pertaining to customers' employees, customers and/or producers)		
A3	Can the organization submit documents proving it maintains liability insurance and preferably cyber risk insurance?		
A4	Does the organization publish and enforce security policy document(s)? Are these signed by your employees?		
A5	Does the organization communicate these procedures to subcontractors who may have access to customer data? Are subcontractors contractually held to the same policies and procedures?		
A6	Does the organization monitor these procedures? If yes, please explain in the comments field.		
A7	Does the organization update standards, policies, and procedures frequently?		
<b>Does the organization have staff assigned to the following:</b>			
A8	Security Awareness? If yes, please provide Title and contact information.		



A9	Policy Enforcement? If yes, please provide Title and contact information.		
A10	Risk Evaluation? If yes, please provide Title and contact information.		
A11	Risk Mitigation? If yes, please provide Title and contact information.		
A12	Regulatory Compliance? If yes, please provide Title and contact information.		
A13	Is all security management functionality performed within the organization? <i>If No, meaning the organization outsources some or all of its security functionality, please explain in the comments field.</i>		
<b>Does the organization have standards, policies, and procedures covering the following:</b>			
A14	HR practices?		
A15	Authorized/acceptable use of networked services?		
A16	Use of corporate email, intranet, and internet?		
A17	Password management?		
A18	Software/hardware acquisition?		
A19	Change management?		
A20	Encryption policy and standards?		
A21	Security related incidence response handling?		
A22	Data Handling Policy (to include data use, storage, and destruction of sensitive data)?		
A23	Third party access & remote access?		
A24	Does the organization clearly document the consequences of policy non-compliance?		
A25	Does the organization perform background checks on employees?		
A26	Does the organization have policies in place preventing employees from copying client data to mobile devices, external media, or forwarding it to third party email?		



A27	Does the organization maintain a password policy equal to or better than the UCF password standards? <a href="https://infosec.ucf.edu/passwords">https://infosec.ucf.edu/passwords</a>		
A28	Does the organization properly secure offices and/or work areas where sensitive data or systems reside during non-business hours?		
<p><b>Audits</b> <i>(Please provide reports relating to the Organization itself, NOT the data center providing hosting services. Reports for the hosting provider will be addressed in Section F below)</i></p>			
A29	Can the organization provide a recent Service Organization Control (SOC 3) report, ISO 27001, ISO 27018 report or any other industry recognized audit report? <b>If Yes, Please provide a copy.</b>		
A30	If the report is something other than a (SOC 3) or ISO 27001 report, what is the scope and frequency of the audit?		
<b>Section B: Third Parties</b>			
B1	Will a third party ever have access to the service provider's hardware or systems that store UCF's Restricted Data?		
B2	What is the service provider's process for disclosing to UCF any data requests, such as subpoenas or warrants, from a third party? Please explain in the comments field.		
B3	Who will have access to UCF data? <b>Please respond in the comments field.</b>		
<b>Section C: Incident Response</b>			
C1	Are security incidents monitored and tracked until resolved?		



C2	Does the organization have a breach response plan that includes notifying customers if sensitive data is unknowingly or accidentally released?		
C3	Is incident information and common vulnerabilities or threats shared with data hosting customers?		
C4	Are the service provider's database and web server access and error logs regularly reviewed for anomalies that could indicate a compromise?		
C5	What process does the service provider have in place to identify security breaches on vendor managed systems (e.g., file integrity checks)? <b>Please explain in the comments field.</b>		
C6	In the case of a security breach or unexpected exposure of UCF Restricted Data, what are the hosting service provider's incident response procedures? <b>Please explain in the comments field.</b>		
C7	Has the organization ever experienced a breach of customer data? <b>If yes, please explain the extent of the breach and the controls implemented to prevent future breaches in the comments field.</b>		
C8	Does the organization employ procedures to comply with Florida's data breach notification law? <b>(If no, please explain in the comments field)</b>		
C9	Will the organization reimburse UCF for any expenses related to a data breach where the "at fault" party was not UCF (UCF did not cause the data breach)?		
<b>Section D: Data Security</b>			
D1	Will the organization guarantee UCF data to remain permanently owned by UCF?		
D2	Upon contract termination, when and how would UCF data return and or destruction will occur?		



D3	Which personnel within the organization will have access to UCF data? <i>Please respond in the comments field.</i>		
D4	Is UCF data (account information or user files ) ever on desktop/laptop or removable media?		
D5	Does the organization employ full disk encryption for all of its' endpoints and removable devices?		
D6	How does the organization prevent other clients from accessing UCF data? <i>Please respond in comments field .</i>		
D7	Can the organization meet UCF's requirement to encrypt access credentials when passing them through a public network? <i>Please describe in the comments field .</i>		
D8	Will the organization encrypt UCF Data at Rest?		
D9	Does the organization employ mechanisms that facilitate secure data exchange within the organization, such as SSL, TLS, SFTP, VPN, etc.? <i>Please explain in the comments field.</i>		
D10	Does the organization employ a "Default Deny" for all data except where UCF explicitly grants access?		
D11	Will the organization guarantee to UCF that it will not to store UCF data of any kind in a restricted foreign country?		
D12	Does the organization have data loss protection tools in place to prevent employees from copying client data to mobile devices, external media, or forwarding it to third party email?		
<b>Section E: Disaster Recovery and Business Continuity</b>			
E1	Does the organization have a Disaster Recovery and/or Business Continuity Plan?		
E2	Does the organization test its recovery plans? <i>If yes, please respond how often in the comments field.</i>		



E3	When was the last time the organization conducted a test? <b>Please respond in comments field.</b>		
E4	What type of testing does the organization conduct? (e.g., Paper walkthrough, simulation drills) <b>Please respond in comments field.</b>		
E5	Does the organization test the recovery procedures for efficacy?		
E6	Does the organization document and practice manual backup/restore procedures in case of automatic backup failures?		
E7	If applicable, Is the organization willing to permit UCF to participate in the recovery process to ensure we can establish connectivity and access systems at the recovery site?		
E8	How long does the organization estimate it will take to restore product or services should a serious business interruption occur? (e.g., Interruption that lasts more than one business day) <b>Please respond in comments field.</b>		
E9	How does the organization define "uptime" and "downtime"? (e.g., Is the system down if more than 5% of users are affected? Is the system "down" if it is so slow users cannot function regardless if they can login?) <b>Please respond in the comments section.</b>		
E10	Can the organization meet recovery time objective(s) (RTO) and recovery point objective(s) (RPO) for all products and services contracted with UCF?		
E11	Did the organization base the above estimate on previous test results of the recovery plans? <b>If no, please explain in the comments field.</b>		
E12	Does the organization have pre-arranged recovery locations? <b>If yes, please list in the comments field.</b>		



E13	Are the organization's physical servers that will provide the services for UCF under a current support/warranty plan?		
E14	Does the organization include force majeure (outside the control of the organization) events in its SLAs? How does the organization define "Acts of God?" <b>Please respond in the comments field.</b>		
<b>Section F: Data Center(s), Hosting, and Physical Security</b>			
F1	Does the organization own their own data center? <b>If no, please explain who provides the data center in the comments field.</b>		
F2	Can the organization's data center provide a recent Service Organization Control (SOC 3) report, ISO 27001, ISO 27018 report or any other industry recognized audit report? <b>If Yes, Please provide a copy.</b>		
F3	If the data center report is something other than a (SOC 3) or ISO 27001 report, what is the scope and frequency of the audit?		
F4	Where are the data center(s) located?		
<b>Does the organization employ the following physical security /perimeter control(s) in the data center?</b>			
F5	Security Guards or Gate Keeper?		
F6	Operation Staff on premises 24/7?		
F7	Keys/Tokens/Cards?		
F8	Key Pad Controls?		
F9	Man Trap?		
F10	Biometric Controls?		
F11	Entry/Security alarm connected to the door that is capable of calling or notifying the proper personnel?		
F12	Motion triggered security cameras that record for at least fifteen days?		
F13	Employee identification cards or badges?		
F14	Locked storage areas to store user personal information?		



F15	Visitor identification cards or badges?		
F16	Does the organization monitor/log all access to data center?		
F17	Does the organization maintain visitor logs for more than 30 days?		
F18	Does the organization monitor and escort visitors through sections of its facilities?		
F19	Does the organization have redundant public utilities connections?		
F20	Does the organization employ adequate surge protected Uninterrupted Power Supplies (UPS), battery banks, generators, etc.? <i>Please explain in the comments field.</i>		
F21	Does the organization employ fire/flood detection and suppression systems that strive to minimize damage to the information resources they protect?		
<b>Section G: Infrastructure and Systems Security</b>			
<b>Patch Management</b>			
G1	Does the organization review, test, and apply software patches on a regular basis?		
G2	Does the organization have an automated patch management solution deployed? <i>If no, please explain in the comments field.</i>		
G3	Does the organization review, test, and apply updates to server firmware (e.g., bios, raid card) and other appliance firmware on a regular basis?		
<b>Malware Controls</b>			
G4	Does the organization scan all emails for malware?		
G5	Is there explicit policy requiring anti-malware software on networked computers?		





G6	Does the organization have centralized administration of malware control, such as distribution of signature updates, reporting, policy enforcement, and vendor management?		
G7	Are additional measures in place to protect against malware? <i>If yes, please explain in the comments field.</i>		
G8	Does the malware checking software run in the background with established frequency of scanning, etc.?		
G9	Does the organization prevent end-users from disabling malware protection software?		
G10	Does the organization allow installation of personal and non-corporate software or hardware on network computers? <i>If yes, please explain in the comments field.</i>		
G11	Does the organization employ Application Whitelisting to ensure non-approved programs such as malware cannot execute on managed workstations?		
<b>System Security</b>			
G12	Does the organization limit administrator level access on network and systems infrastructure to system administrators only? <i>Please define system administrator in the comments field.</i>		
G13	Is access to security logs strictly controlled? (firewall logs, etc.)		
<b>Section H: Network Infrastructure and Security</b>			
H1	Does the organization maintain up-to-date network infrastructure and administration procedures?		
H2	Does the organization have perimeter scanning/monitoring agreements with managed network services providers?		
H3	Does the organization configure all routers with access control lists to allow only specific traffic to pass through?		



H4	Does the organization secure administrative access to its routers and console ports?		
H5	Does the organization have a procedure to track vulnerability patches for networking devices?		
H6	Are all networking devices at the latest patch level? <i>If no, please explain in the comments field.</i>		
H7	Does the organization change all default passwords on networking devices?		
H8	Does the organization control the change frequency and distribution of admin access to network infrastructure?		
H9	Does the organization use 802.1x compliant security for the wireless network? <i>If yes, what vendor and type (e.g., none, WEP, WPA, WPA2).</i>		
<b>Firewall</b>			
H10	Does the organization employ firewall services to protect the network?		
H11	Is the organization's firewall installed on a dedicated system and is it kept up-to-date? <i>If no, please explain in the comments field.</i>		
H12	Does the organization allow non-standard (>1024) IP ports to pass through the firewall? <i>If yes, please explain in the comments field.</i>		
H13	Does the organization regularly scan and verify all the allowable services provided by the firewall server?		
H14	Does the organization use firewall-reporting tools to analyze the firewall log?		
H15	Does the organization periodically document and verify security policies on the firewall?		
H16	Does the organization protect internal IP address range(s)? (e.g., use NAT/RFC 1918)		
<b>Intrusion Detection</b>			



H17	Host-based Intrusion Detection Systems? (HIDS)		
H18	Network Intrusion Detection/Prevention System? (NIDS)		
H19	Rogue device and network anomaly detection? <i>If yes, please explain in the comments field.</i>		
H20	Does the organization monitor security policy violations and application/ networked services availability?		
H21	Does the organization log account success and failures events?		
H22	<i>(If YES to H21)</i> Is there a process in place to review the log data and address anomalies?		
H23	Does the organization force performing supervisory or administrative functions over encrypted external links? <i>If no, please explain in the comments field.</i>		
H24	Does the organization collect and review remote access audit log data?		
<b>Are there any remote access/remote control methods available to access the organization's network, as follows:</b>			
H25	RADIUS?		
H26	User ID/Password?		
H27	Other? – <i>If yes, please explain in the comments field.</i>		
<b>Section I: Secure Development Life Cycle (SDLC)</b>			
I1	What software development life-cycle methodologies does the hosting service provider use in the development of their software (e.g., TSP-Secure, SAMM, Microsoft SDL, OWASP, NIST SP800-64 rev 2, )? <i>If yes, please explain in the comments field.</i>		
I2	Are security components identified during each phase of the software development life -cycle?		
I3	Does the service provider have change management policies in place?		
I4	Are customers notified of changes? <i>If yes, please explain how in the comments field.</i>		



I5	Will the hosting service provider provide UCF lead-time for upcoming changes? <i>If yes, please specify how much lead-time in the comments field.</i>		
I6	Does the hosting service provider regularly perform source code audits?		
I7	Are source code audits performed by someone other than the person or team that wrote the code?		
I8	Does the service provider perform periodic Application penetration testing?		
<b>Part 2: Solution Security and Integration</b>			
This section pertains to the proposed software or solution being provided by the third party			
<b>Section J: Solution Identity and Access Management (IAM)</b>			
<b>Authentication Methods</b>			
J1	Does the application support federation via SAML 2.0 or WS_FED? <i>(Note: UCF does not integrate with any applications supporting less than SAML 2.0)</i>		
J2	Are these federated accounts the only way to access the system? <i>If no, please explain which accounts these will be (e.g. Administrator accounts, ordinary users, non-UCF entities etc) and why they cannot be federated accounts.</i>		
J3	What other user authentication methods does the hosted service support (e.g other Single Sign On (SSO) methods besides SAML2.0/WS_FED)? <i>Please specify in the comments section.</i>		
<b>Federation</b>			
J4	What user attributes does the system require for federation to function (e.g., first name, last name, employee or student number, etc.)		
J5	For federated users, does the system ever allow access via a separate local password?		



Local Accounts (answers to the below are only needed if there will be any local, non-federated accounts on this system)			
J6	Will each user have a unique userID?		
J7	Will userIDs assigned by the service provider match UCF userIDs?		
J8	Can UCF dictate or configure password criteria as needed (e.g. length) to ensure strong passwords in compliance with UCF security standards?		
J9	Can the service provider's system be configured to expire user passwords periodically in accordance with UCF security standards?		
J10	Does the service provider offer users secure self-password reset capabilities?		
J11	Does the service provider offer administrators, help desk staff, a dashboard, and/or API to administratively reset user passwords?		
J12	Can the service provider lock accounts after a UCF defined number of unsuccessful login attempts?		
J13	Are passwords entered in a non-display (masked) field? Does the system mask the password as the user enters it into the login page?		
J14	Can the service provider meet UCF's requirement to encrypt all passwords during network transit?		
J15	How and where does the organization store user IDs and Passwords at rest? How does the organization secure the information and what type of encryption is used? (e.g., Active Directory) <b>Please respond in the comments field.</b>		
J16	Does the system support Multi-Factor authentication (also known as 2-factor authentication) <b>If so, what methods are supported?</b>		
J17	Does the system support Duo Multi-Factor Authentication (MFA)		



J18	Can UCF configure Multi-Factor authentication to be required?		
J19	Does the application support fine-grained password policies? e.g. longer password requirements for application administrators vs ordinary users.		
<b>Authorization</b>			
J20	How are users authorized to perform work in the application (in other words, what is the security model for provisioning user access, administrator access, etc.)? <b>Please explain in the comments section.</b>		
J21	Does the service provider's system offer the ability to restrict access within the application based on roles assigned to authorized users (Role Based Access Controls)?		
J22	Are the authorization controls detailed above maintained by the vendor or by UCF?		
J23	How will users be provisioned into the application? <b>List the options for user provisioning (e.g., flat file transferred through encrypted communication, configuration within the application, just in time "on the fly", etc.)?</b>		
J24	How will users be de-provisioned from the application? How will the system know when a user needs to be de-provisioned and how does it de-provision those users?		
J25	Can the system automatically disable user accounts or access privileges after a UCF defined period of non-use?		
J26	UCF's standard application inactivity timer is 15 minutes. Does the application have an inactivity timeout function and can it be set to 15 minutes?		
<b>Accounting</b>			



J27	Can the service provider's security controls detect and report unauthorized access attempts? <i>If yes, how does the reporting occur (e.g. email alert, system notification, etc)?</i>		
J28	Are all attempted and successful logins logged, include date/time, userid, source network address, and maintained for at least one year?		
J29	Will the service provider's system provide easy to read security reports that identify users and their access levels for periodic review?		
J30	Can the system make authentication information logs available to UCF's SIEM for analysis?		
<b>Section K: Data Exchange and Integrations</b>			
K1	Along with this questionnaire, Please provide a high level data flow diagram illustrating how data flows between UCF and the vendor.		
<b>Manual Data Transfer(s)</b>			
K2	Will there need to be an initial bulk import of UCF Data? <i>If yes, what methods of secure data transfer do you support?</i>		
K3	Will there need to be ongoing manual, non-automated uploads of UCF Data to the vendor? (e.g. CSV files, raw data, zip files etc). <i>If yes, what methods of secure data transfer do you support?</i>		
<b>Integrations: Ongoing Data Transfers</b>			
<b>Peoplesoft</b>			
K4	Will the solution require an integration with UCF's Peoplesoft Student Information Systems? <i>If so, please answer the questions below.</i>		
K5	In the proposed solution, would the data flow in batch form (e.g. nightly) or in real time? <i>Please respond in the comments field.</i>		



K6	Does the solution support UCF's preferred Peoplesoft integration methods -- either HTTPS API or Encrypted Flat File transfer via SFTP? <b>If yes, which one?</b> <b>If no, what methods are supported?</b>		
K7	What data/points attributes will be transmitted over the Peoplesoft integration? <b>Please provide any integration documents (field mappings, etc) that may assist with this answer.</b>		
K8	In what direction will data flow over the Peoplesoft integrations (UCF to vendor, vendor to UCF, or bidirectional)? <b>Please respond in the comments field.</b>		
K9	Has the vendor successfully performed Peoplesoft integrations of this type with other institutions? <b>If yes, provide a contact at such an institution.</b>		
K10	<b>If answered SFTP above:</b> Do you support retrieving a flat file from UCF's systems?		
K11	<b>If answered HTTPS above:</b> For HTTPS API, do you support/require authentication?		
K12	Do you <u>require</u> any direct database connections (such as port 1521/ODBC connections) to UCF Peoplesoft systems in addition to the API/Flat file integrations above?		
<b>Canvas</b>			
K13	Will the solution require an integration with UCF's Canvas Learning Management System (LMS)? <b>If so, please answer the questions below.</b>		
K14	Does the solution support UCF's preferred method of integration via the Learning Tools Interoperability (LTI) standard?		
K15	What LTI privacy levels does the solution support? Anonymous, E-mail only, Name only or Public? <b>Please respond in the comments field.</b>		





K16	What data does the solution collect separate from the LTI connection? Is this data tied to the student records? <b>Please respond in the comments field.</b>		
K17	In what direction will data flow over the LTI integration (UCF to vendor, vendor to UCF, or bidirectional)?		
K18	Is the data flow bidirectional? If no, in what direction does the data flow over the integration? <b>Please respond in the comments field.</b>		
K19	Has the vendor successfully performed Canvas integrations of this type with other institutions? <b>If yes, provide a contact at such an institution.</b>		
<b>Other Integrations</b>			
K20	Beyond Peoplesoft and Canvas, are any other integrations with UCF systems required for the solution? <b>If Yes, please list the integrations and their purpose. Then answer the questions below for each:</b>		
K21	What methods of secure data exchange are supported for this integration, such as HTTPS API, SFTP transfer to vendor SFTP site, VPN connection, etc.?		
K22	What attributes would be transmitted over this integration?		
K23	In what direction will data flow over the integration (UCF to vendor, vendor to UCF, or bidirectional)?		
K24	Is the data flow bidirectional? If not, in what direction does the data flow over the integration?		
K25	Has the vendor successfully performed integrations of this type with other institutions? <b>If yes, provide a contact at such an institution.</b>		
<b>Miscellaneous</b>			
K26	Can the system make application logs available to UCF's SIEM for analysis?		



**Authorization and Signature Page**

Print Name of Vendor Official (Executive/VP Level): \_\_\_\_\_

Signature of Vendor Official: \_\_\_\_\_

(Signature) \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX VI

### BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS

# Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

## 1. Prepare your submission materials:

### Requested Information

Name	Type	# Files	Requirement
Proposal	File Type: PDF (.pdf)	Multiple	Required

### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

## 2. Upload your submission at:

<https://ucfprocurement.bonfirehub.com/opportunities/22676>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Feb 20, 2020 3:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

### Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### Need Help?

University of Central Florida Procurement Services uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>