



SOLE SOURCE CERTIFICATE AND POSTING NOTICE

A sole source procurement is when you make a request to purchase product(s) and/or service(s) without competition when competition is otherwise required. This means that product/service is unique and that the supplier is the only supplier that can provide the product or service. In accordance with the authority granted under applicable Florida law and UCF Regulation 7.130, the following documentation is submitted in support of this request.

The purchase requisition can be entered into UCF Financials at any point during the process set forth herein; however, doing so does not ensure approval of the sole source.

The completed sole source must be approved in the following order. **Please be sure to obtain all required signatures before submitting the form to Procurement Services.**

- PI/Researcher/Director/Chair
- President/Vice President/Dean
- Procurement Specialist
- Procurement Services Associate Director
- Assistant Vice President for Tax, Payables & Procurement, who will review and provide a recommendation to approve or disapprove the sole source to:
- Chief Financial Officer, who will either directly approve or disapprove the sole source, or forward it to the Provost and Executive Vice President for goods/services related to academia for input prior to making the final decision.

Contingent upon the approval of all the officers/individuals listed, the sole source shall be posted on the UCF Procurement Services website for seventy-two (72) business hours. Upon expiration of said posting period, Procurement Services will process a purchase order upon receipt of the requisition.

Once the completed sole source is received, Procurement Services reviews the documentation provided and determines whether the sole source is valid or if there are additional suppliers that may be able to provide the requested product or service. The sole source review and approval process varies based on the nature of the product/service being requested and the information provided in the requestor's justification, among other factors, so please keep this in mind when submitting the form.

The usual bidding process shall be conducted if sole source approval is not granted.

PART I: DEPARTMENT AND SUPPLIER INFORMATION

Department Name: _____

Contact & Phone: _____

Purchase Request No.: _____

Product/Service Cost: _____

Company Name: _____

Email: _____

Contact Person: _____

Title: _____

Product and/or Service: _____

Telephone: _____ Facsimile: _____

Address: _____ City: _____

State and Zip: _____

PART II: SOLE SOURCE JUSTIFICATION (see pages 4-5)

Only justifications submitted on this form and in the below format will be reviewed for approval. All of the below listed points MUST be fully answered on the following pages and any additional attached pages as needed. Failure to submit justification as outlined in the format below will result in the form being returned without review.

1. Describe the product(s) and/or service(s) and anticipated use thereof in layman's language.
2. State in detail why only this and no other product(s)/service(s) will satisfy the department's requirements.
3. State why the product(s) and/or service(s) are available from only one source and how that determination was made. Explain the research conducted to support this claim.
4. Provide an explanation to support the belief that the price is fair and reasonable.

PART III: SOLE SOURCE CERTIFICATIONS

- A. In my professional opinion, this is the only product or service that can reasonably meet my requirement(s)/specification(s), and this is the only supplier who can provide the product or service. I further certify that the information contained herein is true and correct to the best of my knowledge and belief and would withstand any audit or supplier protest.
- B. I, the undersigned, certify that I and/or the user do not have a financial interest in the above named supplier or contractor, and that I am unaware of any conflict of interest related to this purchase.

Signature

Printed Name and Title (PI/Researcher/Director/Chair)

Date

I, the undersigned, hereby concur with the above justification and authorize the acquisition of the above product(s) and/or service(s) on a sole source basis.

Signature

Printed Name and Title (President/Vice President/Dean)

Date

(Delegations not allowed; emails from absent approvers are acceptable)

I, the undersigned, hereby concur with the above justification and support a sole source approval for the above product(s) and/or service(s).

Signature

Printed Name and Title (Procurement Specialist)

Date

I, the undersigned, hereby concur with the above justification and support the acquisition of the above product(s) and/or service(s) on a sole source basis.

Signature

**Printed Name and Title
(Procurement Services Associate Director)**

Date

I, the undersigned, hereby concur with the above justification and authorize the acquisition of the above product(s) and/or service(s) on a sole source basis.

Signature

**Printed Name and Title
(Asst. Vice President for Tax, Payables & Procurement)**

Date

I, the undersigned, hereby concur with the above justification and authorize the acquisition of the above product(s) and/or service(s) on a sole source basis.

Signature

Printed Name and Title (Chief Financial Officer)

Date

POSTING NOTICE			
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3/29/22 ; 1:32PM

Date/Time Posted

4/1/22; 1:32PM

Posting End Date

2220

UCF Control No.

B.SARGENT

Procurement Specialist

SOLE SOURCE JUSTIFICATION

Please answer the questions below and attach additional documentation if needed.

1. Describe the product(s) and/or service(s) and anticipated use thereof in layman's language.

2. State in detail why only this and no other product(s)/service(s) will satisfy the department's requirements.

SOLE SOURCE JUSTIFICATION

3. State why the product(s) and/or service(s) are available from only one source and how that determination was made. Explain the research conducted to support this claim.

4. Provide an explanation to support the belief that the price is fair and reasonable.

Quotation



Customer Reference		
Quotation Number 2462859-1	Quotation Date 11-Mar-2022	Expiration Date 31-Mar-2022
Agreement Number / Expires EDUCATION-G8X00-01-JAN-30		Final Destination Country United States
Payment Terms NET 30 DAYS		Incoterms DDP United States

Attention: Shuo Pang
Customer Address:
 University of Central Florida
 ECE Dept HEC 426
 4328 Scorpius St
 ORLANDO FL 32816-8035
 United States

Account Manager:
 Yamilet Ardavin
 Telephone: (954) 412-9568
 Email: yamilet.ardavin@keysight.com

Telephone: +14078236869
 Email: pang@creol.ucf.edu

Please Direct Inquiries/Send Purchase Orders To:	Keysight Sales Office:
Customer Contact Center	Keysight Technologies Inc. / US
Telephone: 1-800-829-4444	1900 Garden of the Gods Road
Fax: 1-800-829-4433	Colorado Springs CO 80907-3423
Email: usa_orders@keysight.com	United States

Item	Product Number/Description	Unit Price	Unit Adjustment	Unit Net Price	Quantity	Extended Price USD
1	M8194A Arbitrary Waveform Generator 120 GSa/s KeysightCare Assured First Year Support Return to Keysight Warranty - 1 year Purchase Agreement 15% Remarketed/Used Discount 23.5%	7,474.00	-2,877.49	4,596.51	1	4,596.51
	Notes : ***Special discount applied. See terms and conditions below.***					
	M8194A-004 Arbitrary Waveform Generator, 4 Channels, 120 GSa/s Purchase Agreement 15% Remarketed/Used Discount 23.5%	335,640.00	-129,221.40	206,418.60	1	206,418.60
	M8194A-RMKT Refurbished Product	0.00	0.00	0.00	1	0.00
	Notes :					

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Item	Product Number/Description	Unit Price	Unit Adjustment	Unit Net Price	Quantity	Extended Price USD
The above main product and all of its options are quoted as Refurbished - Request # QIN139955 which expires on 31-Mar-2022.						
Estimated Weeks Delivery:10					Item Net Total:	211,015.11
2	M9502A AXIe Chassis: 2-slot with Integrated System Module KeysightCare Assured First Year Support Software and Product Information on CD Return to Keysight Warranty - 1 year Power cord, United States and Canada - 120V BEPU Program 100%	10,763.00	-10,763.00	0.00	1	0.00
Notes : ***Special discount applied. See terms and conditions below.***						
	M9502A-U20 ESM with USB 2.0 BEPU Program 100%	687.00	-687.00	0.00	1	0.00
Estimated Weeks Delivery:12					Item Net Total:	0.00

Unit Price Total	354,564.00
Adjustment Total	-143,548.89
Total	USD 211,015.11

Comments:

The Customer named herein certifies that:

It is either a government educational entity or a full-time non-profit, tax exempt school, college or university, whose primary purpose is to provide instruction to an enrolled body of students through a full-time faculty; and it is licensed by the appropriate authority to confer degrees or diplomas.

Purchases must be for instructional or administrative use or academic research by the students and faculty within Customer's own business enterprise and not for remarketing purposes. Health care providers are not considered eligible institutions for the purpose of this certification.

For purchases in the United States, Customer must be exempt for federal taxes under Section 501 (c) (3) of the Internal Revenue Code.

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This quotation and any resulting purchase order are subject to terms and conditions of the above referenced Purchase Agreement. Products on this quote with zero (0) percent discount may be a Distribution Preferred Product available through Keysight's Authorized Distributors. A list of Distributors can be found at <http://www.keysight.com/main/contactInformation.jsp?tmprop=TM&pageMode=PF&cc=US&lc=eng>

Stated delivery times are based on current supplier response and are subject to change.

At this time we are unable to provide delivery information for any item(s) with delivery of To Be Advised (TBA). Keysight Technologies reserves the right to re-quote delivery at time of order placement for any item whose delivery is To Be Advised (TBA).

The discount rate(s) stated on this quotation is predicated upon customer ordering all the products and quantities as specified on this quotation. Changes to product mix and/or quantities may affect the discount percentage.

Unless otherwise specified in this quote, the named place of the Incoterms corresponds to the ship-to location.

End user's address must appear on the purchase order for sales support reasons.

This is an offer for the items, prices, and quantities specified in this quotation. Any deviation from the information herein may impact order acceptance, pricing and/or delivery. Any negotiated terms or prices are a one-time offer unless otherwise specified. This offer includes delivery to one location.

Delivery dates are estimated and subject to availability at the time of order placement. On your purchase order, please reference this quotation number, Purchase Agreement (if applicable), requested delivery date, and if you will accept early delivery.

Invoicing on partial shipments will be considered acceptable unless otherwise noted on your purchase order.

Tax amounts are estimated. If the items are exempt from sales tax, please ensure that a valid Tax Exemption Certificate, referencing Keysight Technologies as the vendor, is submitted with your Purchase Order. Tax is subject to change based on the Ship To address of the purchase order.

In the event that Keysight is requested to apply for the Individual Validated License (IVL), Keysight is required to be the Exporter of Record and INCOTERMS must be CIP, DAP or DDP. This quotation may need to be requoted to reflect the correct Incoterms, and delivery dates may be revised. Please contact the US Department of Commerce at 202-482-4811 for additional information on obtaining an IVL.

Please submit your purchase order to the Sales Office identified on this quote above.

Unless otherwise agreed in writing by Keysight, to the extent permissible by law, Keysight's obligation to provide productivity and start-up assistance (that may include consulting and training services) will expire six (6) months from the invoice date.

The dates for any Keysight training classes are tentative. Keysight Technologies must receive customer's Purchase Order at least two weeks prior to class start date. Keysight requires a minimum of six people to attend the class. Should Keysight need to cancel the class due to low attendance, Customer will be notified ten days prior to the scheduled start date. Keysight recommends refundable tickets for all travel and lodging in the event that a class must be canceled due to low attendance.

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Payment Terms NET 30 DAYS		Incoterms DDP United States

Remarketed Sale: If this quote is related to a Remarketed(Refurbished) Sale, please note that the refurbished equipment included on this quotation is subject to availability at the time a purchase order is received. In order to increase your chances of obtaining refurbished equipment, you are advised to place your order as soon as possible. To expedite processing of your order, please reference this Quotation Number and Reservation Number on your Purchase Order.

Demo/Used Sale: If the items quoted is related to a Demo/Used Sale (not Refurbished) it relates to equipment that is either subject to prior sale or used by Keysight as demo equipment. Demonstration equipments will receive Keysight's standard limited product warranty applicable to new units of such equipment. Please note that such equipment is configured and accessorized only as demonstrated. Customer has acknowledged receipt of equipment at their site and accepts in current condition, subject to normal wear and tear for used equipment.

Unless otherwise specified in the Product Description or notes, this quotation does not address Buy American (BAA) or Trade Agreements (TAA) requirements. Please contact Keysight if BAA or TAA apply to your acquisition.

****If interested in a monthly payment, ask about KeysightAccess.

Your purchase of hardware products, services, license to software and spare parts ("Items") is governed by applicable terms and documents referenced herein and the terms and conditions found at: [HTTP://WWW.KEYSIGHT.COM/view/TERMS-US](http://WWW.KEYSIGHT.COM/view/TERMS-US) If you have a separate agreement with Keysight covering the purchase of Items referenced in this quotation, the terms of the separate agreement will apply to those Items. Keysight expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Keysight. Availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Keysight acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited. Warranty: Unless otherwise indicated herein, hardware products or software licenses referenced in this quotation will receive a ninety (90) day replacement warranty. Replaced parts will become the property of Keysight.

Sole Source Approvals

From: Gerald Hector <Gerald.Hector@ucf.edu>
Sent: Monday, March 28, 2022 8:49 PM
To: Joel Levenson <Joel.Levenson@ucf.edu>
Cc: Brian Sargent <Brian.Sargent@ucf.edu>; Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Subject: Re: Purchasing Keysight AWG - Sole Source Form Attached

Joel:

I reviewed the contents and quotes. I approve of this sole source award.

Regards,

Gerald.

From: Joel Levenson <Joel.Levenson@ucf.edu>
Sent: Monday, March 28, 2022 3:10 PM
To: Gerald Hector <Gerald.Hector@ucf.edu>
Cc: Brian Sargent <Brian.Sargent@ucf.edu>; Trinh Nguyen <Trinh.Nguyen@ucf.edu>
Subject: FW: Purchasing Keysight AWG - Sole Source Form Attached

Gerald,

I also support this sole source request. The sole source is justified based on the specifications of the equipment in order to progress with the research project. The department looked into other machines, however none met their needs.

Please reply all and let us know if you agree. If not, feel free to let us know how we can help.

From: Brian Sargent <Brian.Sargent@ucf.edu>
Sent: Monday, March 28, 2022 11:46 AM
To: Joel Levenson <Joel.Levenson@ucf.edu>

Cc: Trinh Nguyen <Trinh.Nguyen@ucf.edu>

Subject: FW: Purchasing Keysight AWG - Sole Source Form Attached

Hi Joel,

I support the attached sole source to Keysight Technologies.

Vendor: Keysight Technologies

Product: Arbitrary Waveform Generator

Total Amount: \$211,015.11

Dept: CREOL

Requirement: The department wants to procure a Arbitrary Waveform Generator for use in multi-channel optical computing and communication experiments.

Equipment Requirements:

The intended item must meet the following required specifications below:

- Triggered synchronized wave form generation of 4 channels.
- Reach > 120Giga Samples per Second speed.

Research Conducted: The PI noted that although there are other waveform generators in the market, but there is no other product available in the market that can provide 4 time-coherent channels of arbitrary waveform generation **at 120 Gsa/sec** (other than another Keysight product which is more expensive). Also Keysight provides a software tool called iqtools that integrates the AWG with Keysight Infiniium scopes, that tool only works with Keysight oscilloscopes of which UCF owns a couple.

Price is fair and reasonable: In addition to the 15% educational discount and 23.5% discount for refurbished M8194A module, Keysight is donating the M9502A chassis (\$10.7k value) at no cost as part of their additional outreach for Universities above the standard discount.

Regards,

Brian