

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

<https://ucfprocurement.bonfirehub.com/opportunities/87180>

Your submission must be uploaded, submitted, and finalized prior to the closing time on **March 20, 2023 @ 2:00 p.m. 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.

**University of Central
 Florida**
INVITATION TO NEGOTIATE
Contractual Services
Acknowledgement Form

Page 1 of 37 Pages		OFFERS WILL BE OPENED March 20, 2023 @ 2:00 p.m. EST and may not be withdrawn within 120 days after such date and time.	ITN NO. 2022-11NCSA
UNIVERSITY ADVERTISING DATE: February 21, 2023		ITN TITLE: Brand Research And Analysis	
FEDERAL EMPLOYER IDENTIFICATION NUMBER			
SUPPLIER NAME		REASON FOR NO OFFER:	
SUPPLIER MAILING ADDRESS			
CITY - STATE - ZIP CODE		POSTING OF PROPOSAL TABULATIONS	
AREA CODE	TELEPHONE NUMBER	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 file a protest in accordance with BOG regulation 18.002 or failure to post the bond or other security in accordance with BOG regulation 18.003 shall constitute a waiver of protest proceedings.	
	FAX:		
	EMAIL:		

Government Classifications
Check all that apply

- | | |
|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Woman |
| <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 Supplier and that the Supplier 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 Supplier offers and agrees that if the offer is accepted, the Supplier 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 Supplier.

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 the Supplier 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 explaining 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, the Supplier 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 Suppliers must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Suppliers shall submit properly certified original invoices to:

Division of Finance
12424 Research Parkway, Suite 300
Orlando, Florida 32826-3249

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 at <https://fa.ucf.edu/travel-payables-forms/>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

Interest Penalties: Supplier interest penalty payment requests will be reviewed by the UCF vendor ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the UCF Division of Finance. It is the duty of this individual to act as an advocate for Suppliers who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The vendor ombudsman can be contacted at (407) 882-1082 or by mail at the address in paragraph 4(d) above.

The ombudsman shall review the circumstances surrounding non-payment to determine if an interest payment is due, the amount of the payment; and, shall ensure timely processing and submission of the payment request in accordance with University policy.



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 2022-11NCSA

FOR

BRAND RESEARCH AND ANALYSIS

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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 Supplier to provide brand research and analysis.

UCF is looking for a partner to conduct qualitative and quantitative research and analysis. The selected partner(s) would:

- Measure brand perception, brand awareness and brand equity among specific audience segments and/or stakeholder groups.
- Measure the performance and effectiveness of communication and marketing efforts in relation to strategic priorities.
- Develop benchmarks and share market and competitor insights.
- Assist in the development of target audience personas.
- Provide analysis and recommendations including executive summaries, white papers, and presentations as required.

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 in 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 <https://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, the Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when the 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

Additional information available at http://www.ucf.edu/about_ucf

UCF Communications and Marketing (C&M) tells the story of UCF. We tell stories that inform, inspire, delight and connect people to UCF. We encourage the best students to apply, keep our alumni and donors committed, engage meaningfully with the community, strengthen and protect our brand and reputation, enhance revenue generation and support the mission and goals of UCF. We believe in the transformative power of education to make a better future for our students and society. Our division is dedicated to improving student success and outcomes, extending UCF's reach and impact in the world, and voicing the distinctive elements that make UCF a unique brand in the marketplace.

C&M fosters partnerships and builds a strategic framework for integrated and measurable communications that drives recruitment and retention, increases UCF's brand impact, visibility and reputation; engages stakeholders; promotes student and faculty success; and maximizes support for the institution.

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

The Respondent's response to this ITN and any communications and/or inquiries by the 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.

Nellie Nido
Procurement Services Department
12424 Research Parkway, Suite 300
Orlando, FL 32816-0975
nellie.nido@ucf.edu

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 the UCF Procurement Services website. Additionally, any portion of a meeting at which a negotiation with a Supplier is conducted pursuant to a competitive solicitation at which a Supplier makes an oral presentation or at which a Supplier 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
February 21, 2023	Invitation To Negotiate advertised
March 6, 2023 @ 5:00pm EST	Last day to submit communications and/or inquiries in writing only; preferably by email to nellie.nido@ucf.edu
March 8, 2023	Responses to inquiries and Addenda
March 20, 2023	Deadline for Offer submission at 2:00 p.m. (ITN opening)

2.3 Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent 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 in 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 they disagreed with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions may be automatically rejected.
- C. Failure to submit Appendix I and clearly indicate which terms and conditions the Respondent agrees and disagrees with (i.e., failure to initial the designated sections set forth in 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 may 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 in Appendix I, will always stay as they are, and any requested changes to such clauses may 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 **March 6, 2023 at 5:00** p.m. Eastern Standard 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 Respondent 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 Due/Proposal Opening Date

Proposals will be received and opened on **March 20, 2023** and **2:00 p.m. EST** via UCF's Bonfire Web Portal. For additional information, please refer to Appendix IV: 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. The Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, facsimile, telegraphic, and electronic mail offers, negotiations, and/or amendments to original 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 Supplier 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 Suppliers 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 maker's 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) are 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

Evaluation Criteria	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	15
2. PROJECT STAFF QUALIFICATIONS/EXPERIENCE	15
3. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	30
4. OVERALL PRICING	30
5. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS)	10

MAY RESULT IN REJECTION OF PROPOSAL)	
Evaluation of Responses Point Total	100

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 Professional 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 Professional**, 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 to award a contract exceeding the President's Delegation of Authority, per Policy BOT-4.

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.

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 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 Supplier 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 citations and specific reference to your bid detailing what provisions, if any, the 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 Supplier of those same records as "confidential," "proprietary," or "trade secret." The ultimate determination of whether a Supplier'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, colorful 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 and received on a timely basis, i.e., not later than 5:00 pm EST on March 6, 2023, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

To the extent applicable, the 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. The Respondent is to provide proof of such to UCF as a condition of award of a contract. If the 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

The Respondent/Supplier(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/Supplier. The Respondent's/Supplier's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of the Respondent/Supplier or Respondent's/Supplier's employees. For additional parking information or information regarding parking fees/rates, contact the UCF Parking Services Department at (407) 823-5812 or online at <https://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 Supplier which incorporates the requirements and conditions listed in this ITN and the Supplier’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 Supplier experience, project plan, design features of the product(s) offered, etc. An 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 “must,” “shall,” 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 **Patrick Burt**.

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) that UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (PCard), or any other means authorized by Procurement Services and that 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/Supplier/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 proposal 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/Supplier/Contractor – The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Proposer” and “Supplier”). 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 or University – University of Central Florida

UCF’s Contract Administrator – The University’s designated liaison with the Respondent. In this matter, UCF’s Contract Administrator will be **Patrick Burt**.

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 an 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 in 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, pandemics, wars, embargoes, fires, earthquakes, acts of God, or default of common carriers. 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 the 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. The Respondent(s)/Supplier(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 the Respondent(s)/Supplier(s)/ /Proposer(s), its employees, its agents or of others under the Respondent's/Supplier'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, the Respondent/Supplier/ Proposer also shall indemnify and hold harmless the University of Central Florida 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.

All insurance shall be procured from companies authorized to do business in the State of Florida with a minimum A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates evidencing the existence thereof or binders and shall be delivered within fifteen (15) days of the tentative award date of the Contract. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy.

1. **General Liability:** Supplier shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence

and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of the contract, Supplier will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.

2. **Auto Liability:** If Supplier operates a vehicle on campus for commercial use in the performance of this Contact (i.e. deliveries, transport of employees, etc.), Supplier shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to University in the event of cancelation.
3. **Workers' Compensation:** Supplier shall provide a Certificate of Insurance evidencing Workers' Compensation coverage consistent with Florida Statute and Employer's liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Workers Compensation and Employer's Liability insurance in force and provide University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.
4. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Supplier shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

Email: RiskManagement@ucf.edu
5. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Supplier in writing.

2.21 Term of Contract

The contract resulting from this ITN, if any, shall commence on or about May 1, 2023, and shall end on April 30, 2025. 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 Cancellation/Termination of Contract

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

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/Supplier/ 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. The 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 Contractor.

2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Supplier/ 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/Supplier/ 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 the Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the 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), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. 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 physical or mental 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 **Patrick Burt**.

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. The 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 Contractor 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. Contractor 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 Contractor 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. The 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, the 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). The 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 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 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 the 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 the Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to the 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

The Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor 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

The 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 Expenses

The 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, the 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 Contractor's ITN response. In the event of any conflict or inconsistency between the aforementioned 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 Supplier/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 Supplier/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 Contractor or anyone working on behalf of the Contractor (the term Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Contractor's services hereunder, the Contractor 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 Contractor hereby represents and warrants that (a) all applicable laws, rules and regulations have been complied with, (b) the Contractor 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 Contractor agrees to indemnify and hold harmless the University of Central Florida Board of Trustees and those acting for or on its behalf, 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 Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor'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 that 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 Contractor 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 Contractor 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 Contractor wishes to disclose export controlled technology or technical data to the University, the Contractor 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 Contractor 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 Contractor understands and agrees that to the extent the Contractor'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 in 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

Licensors acknowledge 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 the Supplier 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), Supplier hereby guarantees that Supplier and/or anyone acting on the Supplier's behalf (including, but not limited to Supplier'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 Supplier's employees, agents, subcontractors and/or anyone else acting on the Supplier'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

The Supplier hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Supplier'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 Suppliers 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 Supplier. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Supplier. Additional agreements may be required depending on the data involved. Visit <http://www.infosec.ucf.edu/vrm> for additional information.

2.57 Employee Background Checks

The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent contractors. The Contractor shall provide background checks for all of the contractor's non-temporary employees, agents, or independent contractors working at UCF and shall ensure that all hires have been cleared before placement at the University. Temporary employees hired through a temporary staffing agency shall require the background checks listed herein, and Contractor may satisfy this requirement by conducting the background checks directly or having a contract with the temporary staffing agency that incorporates the same requirements.

Convictions discovered in the background check will be reviewed by Contractor's Loss Prevention and/or Human Resources department. Consideration may be given to the person's relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, students, and the University and any other circumstances deemed relevant to the final determination of whether to employ or retain the person. Conviction information will be maintained by Contractor as confidential.

Background checks shall include, at a minimum, the following items:

A State of Florida Level I Background Check (Level 1): Which consists of criminal history background check inclusive of a search of the following:

- National Sex Offenders Registry
- Statewide criminal history background check through the Florida Department of Law Enforcement (FDLE)
- Local criminal records check through local law enforcement agencies

Certification that such personnel, agents, and subcontractors have satisfactorily completed a background check equivalent to Level 1 Background Check standards must be furnished to the University.

Depending on the nature of the position or duties required, hiring officials may require the temporary employment agency and/or contractors to provide evidence of additional levels of background checks performed pursuant to State of Florida Level 2 background check standards prior to commencement of work.

2.58 E-Verify

All terms defined in §448.095, Fla. Stat., are adopted and incorporated into this provision. Pursuant to §448.095, Fla. Stat., Vendor certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all of Vendor's employees hired by the Vendor during the term of this Agreement and/or while performing work or providing services for UCF. Vendor shall require that all subcontractors performing work or providing services on behalf of Vendor for UCF also comply with the requirements of §448.095, Fla. Stat and utilize the E-Verify system to verify employment eligibility of all employees hired by subcontractor. The Vendor shall require for the subcontractor to provide to Vendor an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Agreement. UCF may terminate this Agreement immediately upon notice to Vendor for any violation of this provision. A Vendor whose contract is terminated pursuant to this paragraph is liable for additional costs incurred by UCF due to the termination of the Agreement.

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 the 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 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. The 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 brand research and analysis similar in scope to those requested in section 1.1. of this ITN.
2. Provide a list of current or very recent similar-type client accounts, if any, which are located in the United States. Client account information to include contact name, address, phone number, and length of service.
3. 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. 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 providing services as described in section 1.1.
6. Provide case studies for up to five similar projects the company has worked on providing details on the scope, timeframe, and cost to the client for each project listed.

B. PROJECT STAFF QUALIFICATIONS/EXPERIENCE

1. List the total number of employees, include 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 is capable of providing, and clearly indicate if subcontractors or sub-consultants will be used.

C. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/PROJECT

APPROACH

1. Demonstrate an understanding of the services the university requires under this contract.
2. Explain the methodology the proposer will employ to fulfill the requirements discussed in section 1.1. including:
 - a) Brand research methodologies and approach.
 - b) Measurement of brand perception, brand awareness and brand equity among specific audience segments and/or stakeholder groups.
 - c) Measurement the performance and effectiveness of communication and marketing efforts in relation to strategic priorities.
 - d) Development of benchmarks and tracking metrics against industry/competitors.
 - e) Development of target audience personas.
 - f) Mechanisms for ensuring accurate responses and data integrity
 - g) Ability to process and analyze open-ended responses.
 - h) Track record of effectively analyzing large data sets.

D. OVERALL PRICING

1. The proposal submitted in response to this ITN should enumerate a **fixed fee**. If the university is not satisfied with the outcome, the contract will be terminated and payment will be made for the services that have been rendered.
Phase I Introductory/Learning with smaller studies (first 60-90 days)
Phase II Larger Branch Research and Analysis
2. The proposal shall specify billing rates for the various personnel who will be involved in the activities.
3. The proposal must list any other categories of ancillary expenses that may be billed.
Note: The University will not reimburse travel, meals or lodging expenses.

4.0 OTHER REQUIREMENTS

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

**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 are 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 may be automatically rejected. Failure of the University and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer, and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

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

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

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

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, as 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 ON 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), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. 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 physical or mental 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 Supplier. 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 Supplier 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.

Suppliers 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, upon request of UCF.** 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

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/87180>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Mar 20, 2023 2:00 PM EDT**. 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: 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 for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE ADDENDUM

ITN NUMBER: 2022-11NCSA OPENING DATE & TIME: March 20, 2023 @ 2:00 PM

ITN TITLE: BRAND RESEARCH AND ANALYSIS

ADDENDUM NUMBER: 1

ADDENDUM DATE: MARCH 9, 2023

The purpose of this addendum is to:

- Answer questions asked during the open q/a period.

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



PROPOSERS SIGNATURE

Datanautix

COMPANY NAME

Sanjay Patel

PRINT OR TYPE PROPOSER'S NAME

sanjay@datanautix.com

EMAIL ADDRESS

1. Why are you starting the RFP process? What does your company or organization hope to improve?

The previous ITN has lapsed.

We use brand research to gain a better understanding of our audience groups, needs, preferences, sentiment, competitive landscape, etc. By investing in brand research, we can identify opportunities to strengthen our brand position and messaging, as well as measure the success of our efforts. Per the Statement of Objective, we are using brand research to:

- Measure brand perception, brand awareness and brand equity among specific audience segments and/or stakeholder groups.
- Measure the performance and effectiveness of communication and marketing efforts in relation to strategic priorities.
- Develop benchmarks and share market and competitor insights.
- Assist in the development of target audience personas.
- Provide analysis and recommendations including executive summaries, white papers, and presentations as required.

2. What are the goals for the project? Are there any specific timelines and deliverables I should be aware of?

See response to Question 1.

Timelines will be developed in partnership with the awarded respondent.

- Phase I Introductory/Learning with smaller studies (first 60-90 days)
- Phase II Larger Brand Research and Analysis-Ongoing with different studies having set cadences and ad-hoc studies throughout the engagement.

Deliverables noted in Statement of Objective 1.1. These could include presentations, research summaries, etc.

3. How will you monitor progress and performance on the project?

Monthly check-ins at a minimum.

4. Does anyone currently hold a contract for these services? If so, may I have a copy of the bid?

Yes, copy included herein.

5. Are there previous contracts or bids for related services prior to the current contract? May I have copies?

Yes, copy included herein.

- I'd also like to request copies of invoices or purchase orders for any contracts related to Brand Research and Analysis for UCF in the past 5 years?

Copies included herein.

Datanautix Brand Research and Analysis: \$75,000 per year – billed quarterly

Datanautix National Unaided Study: \$2,000 (2018)

Datanautix National Unaided Study: \$4,500 (2021)

Datanautix National Study: \$1,428 (2022)

Harris Poll Brand Platform: \$54,000 per year – billed annually (2022)

- Geographic Scope:

Is the geographic scope of the project Central Florida only (if so, what counties), state-wide Florida, Southeast (if so, what states), National, or International (if so what countries)?

Geographic scope includes region, state, and nation. This could include certain regions such as Southeast, West, etc. No international research is planned at this time.

Audience Segments:

Can you please list the planned audience segments and stakeholders?

Audience segments and stakeholder groups could include alumni, prospective students, current students, graduate students, parents, faculty, staff, peers, business/community leaders, etc.

Specific audience segment - who (alumni, current students and parents, high school students and parents, Orlando population, general population)?

Can include all of the above.

Stakeholder groups - who (alumni, current students and parents, faculty and staff, state and local officials, who else)?

Can include all of the above.

- Previous Research:

Has any previous work in this area been completed? If so, can we have access to it?

Yes, this information will be shared with the awarded respondent. Some work/data may be restricted based on contractual obligations.

- Competitors:

Can you provide a list of competitors? We assume it includes other Florida universities, regional and national universities, online colleges, trade schools, etc.

Please see a list of Benchmarking Peers: <https://ikm.ucf.edu/performance/benchmarking/>
Please note that different programs, initiatives, etc. may have a different comparative set and will be shared with the awarded respondent.

10. Key Performance Indicators:

Are there any KPIs that need to be included or considered during the project or as part of the deliverables?

Yes, these will be shared with the awarded respondent. Please refer to UCF's Strategic Plan for more detail on the university's priorities and key measures: <https://www.ucf.edu/unleashing-potential/document/2022-2027-strategic-plan/>

11. Is there an **existing brand tracker** that UCF wishes to continue using during the proposed contract period?

Yes. Harris Poll Brand Platform.

12. Is **Net Promoter Score (NPS)** a metric that is currently being tracked, or anticipated to be tracked during the contract period?

Yes, NPS has been tracked in the past. We anticipate NPS would continue to be tracked during the contract period.

13. For campaigns running during the contract period, what percentage do you anticipate being focused on **brand awareness**, and what percentage will be **performance** or lead generation-focused?

Variable based on strategic priorities, budget and needs.

14. **How many** campaigns do you anticipate running in the contract period?

Information not currently available. Variable based on strategic priorities, budget and needs.

15. Are UCF's campaigns typically **integrated** or unique to individual channels?

Both.

16. **How many** directly measurable channels (e.g., digital display, CTV, SEM, email, etc.) will the selected agency be required to report the performance of?

To be determined.

17. What is the preferred **cadence** for marketing performance reporting (e.g., annually, quarterly, monthly, weekly)?

Monthly. Depending on the campaign, we may require daily reporting.

18. Does UCF currently have access to a live reporting **dashboard**?

Multiple dashboards, primarily campaign specific.

19. Does UCF have preferences on the **data visualization tools** or brand-based dataviz rules?

No, we have used several tools in the past (e.g., Tableau, Databox, etc.).

20. How many **data sources** will the selected agency have access to for measurement, reporting, and optimization recommendations?

This would be dependent on the type of data and acceptance of secure data handling requirements (2.56 Secure Handling of UCF Data).

21. Based on previous years, what is the **anticipated ratio** of primary **quantitative** research projects to **qualitative** research projects to be undertaken by the selected agency within the contract period?

We prefer not to place a ratio on anticipated quantitative vs. qualitative research during the contract period as we would work with the awarded respondent to determine the most appropriate research methodology for the particular need. In many cases, these are complementary methods.

22. For the research projects you anticipate undertaking in the period of the contract, can you confirm that qualitative **respondents** and qualitative **participants** will primarily consist of: Prospective students; Admitted students; Parents; Alumni; Staff and Faculty? Please indicate any other audiences that you anticipate will be considered in the contract period.

Audience segments and stakeholder groups could include alumni, prospective students, current students, graduate students, parents, faculty, staff, peers, business/community leaders, etc.

23. What tool(s) does UCF use for **social media listening**?

Hootsuite.

24. Will the selected agency be required to use any **research tools or analysis software** for which the university already holds seat licenses (e.g., Qualtrics, the social listening tool identified above)?

We don't require specific use of any tools or software at this time. This will be determined with the awarded respondent on a case-by-case basis.

25. If so, will the selected agency be provided **seats** under umbrella UCF licenses, or will the agency be responsible for establishing their own (if not already using)?

See the response above.

26. Does the university anticipate that the selected agency will need to **import previously captured data** from research or campaign reporting to undertake additional analysis (e.g., for year-over-year comparisons, audience segmentations), or will it be sufficient to work from topline results?

No importing of previously captured data is required and working from topline results will be sufficient.

27. Is there an existing set of questions that **must** be included in the questionnaires generated during this contract period, to allow for comparisons to previous qualitative or quantitative studies? If so, can you provide details?

Information will be shared with the awarded respondent.

28. Based on previous years, what is the ratio of respondents/participants who are **Florida residents vs non-residents**?

Information is not readily available. Current students, faculty, staff and most alumni participants would fall under FL residents classification. The national studies would consist of non-residents.

29. Based on previous years, **how many survey respondents** does UCF anticipate engaging with, in total, during the contract period?

Information is not readily available. This can be shared with the awarded respondent at a later date.

30. Based on previous years, what is the **average length of interview (LOI)** for UCF surveys?

We don't track LOI currently, but surveys are generally set to be as short as possible with as few questions as possible.

31. Are there any **third-party sources of consumer data** (e.g., Acxiom, Epsilon) that UCF anticipates the selected agency needing to use within the contract period? If so, please provide details.

Not currently. We would collaborate with the awarded respondent to determine the most appropriate third-party sources needed.

32. Do **all external costs**, such as survey panels, qual participant recruitment, and incentives need to be reflected in agencies' fixed-price proposal submissions? Because these costs vary significantly based upon the LOI for quantitative surveys, the number of respondents required, the number and location(s) of qualitative interviews, and the methodologies used to derive insights, is it acceptable to submit a fixed fee for agency time and materials, and estimates for expenses?

Estimates with ranges (low to high) for external costs will suffice as we understand this is variable.

33. Is there a target budget or ceiling for this project?
- a. What is the range of cost that you expect for the quotes for this project: i.e., can you give a maximum and minimum price you want the bids to come in at?

We have not placed minimums and maximums for quotes. Our previous annual cost was \$75,000 for reference.

34. Will Florida-based agencies be given preference?

No, there is no Florida preference for contracting for services.

35. Will any other agencies work on this project?

- a. Will only one partner be selected from this bid?

We anticipate one, but we have the flexibility to award to multiple respondents.

36. Do you have an incumbent/existing agency partner?

Yes.

37. Do you have any existing research?

Will past research be available to the winning bidder for this project?

Yes, this information will be shared with the awarded respondent. Some work/data may be restricted based on contractual obligations.

38. What tools have you used previously to measure brand perception and effectiveness of marketing campaigns?

Surveys, NPS, focus groups, sentiment analysis, etc.

39. What does success look like for you once this scope has been completed?

Meeting the objectives set forth in the ITN; having a good working relationship with a trusted research partner who anticipates our needs and understands our business.

What need precipitated the ask for this project?

The previous ITN has lapsed.

40. Does the university maintain a contact database for the audiences it mentions in the ITN?

a. Which audiences does the university maintain databases of?

Students, faculty, staff, alumni

b. What do you consider to be a “large data set”?

10K-plus

41. Do you expect this project to identify factors that drive academic reputation?

Yes, this could be an outcome of studies conducted during the engagement period.

42. Who do you consider your current stakeholders to be?

Stakeholder groups could include alumni, prospective students, current students, graduate students, parents, faculty, staff, peers, business/community leaders, etc.

43. Who do you consider to be your competitors (as mentioned in the Statement of Objective 1.1)?

Please see a list of Benchmarking Peers: <https://ikm.ucf.edu/performance/benchmarking/>
Please note that different programs, initiatives, etc. may have a different comparative set and will be shared with the awarded respondent.

44. Do you have current measurable strategic priorities?

Yes, please refer to UCF’s Strategic Plan: <https://www.ucf.edu/unleashing-potential/document/2022-2027-strategic-plan/>

45. Has your team set a general timeline for beginning and completing this work?

Phase I Introductory/Learning with smaller studies (first 60-90 days)
Phase II Larger Brand Research and Analysis-Ongoing with different studies having set cadences and ad-hoc studies throughout the engagement.

46. Do you wish to assess the current visual brand through this research?

No.

47. Aside from research driving the overall brand strategy, are there other important outcomes or insights you wish you gain from this project?

Primary objectives noted in 1.1 Statement of Objective:

- Measure brand perception, brand awareness and brand equity among specific audience segments and/or stakeholder groups.
- Measure the performance and effectiveness of communication and marketing efforts in relation to strategic priorities.

- Develop benchmarks and share market and competitor insights.
- Assist in the development of target audience personas.
- Provide analysis and recommendations including executive summaries, white papers, and presentations as required.

Ancillary outcomes/insights include:

- Analyze audience perceptions.
- Understand audience group sentiments to craft and share more granular messaging/content.
- Bring awareness to recurring themes/issues.
- Use a data-driven approach to drive more informed business decisions.

48. For "Introductory/Learning with smaller studies (first 60-90 days)," can you provide more details as to what would be included? Do you imagine this to be discovery conversations? In-depth conversations/focus groups? Or would there be an opportunity to do quantitative research here, provided it meets timeline needs?

This will include discovery meetings and the development of objectives, timelines, research methodologies, survey designs, etc. There may be an opportunity for smaller, ad-hoc studies.

49. Regarding mentions of audience personas, is there need for larger brand strategy and connected brand messaging (with audience priorities included)? Or are you looking for more granular audience-based messaging instead?

The Communications and Marketing team leads the development of the brand strategy and messaging and will use the audience personas to shape strategy and messaging for each audience.

50. Can you share UCF's budget and/or approximate timeline for this work?

We have not placed minimums and maximums for quotes. Our previous annual cost was \$75,000 for reference.

Timelines will be developed in partnership with the awarded respondent.

- Phase I Introductory/Learning with smaller studies (first 60-90 days)
- Phase II Larger Brand Research and Analysis-Ongoing with different studies having set cadences and ad-hoc studies throughout the engagement.

51. Is this research to be completed based on internet marketing? Polls completed physically throughout the continental United States?

Online surveys are a primary data collection methodology, but we are not excluding others such as in-person polling, focus groups, etc.

52. Is the target recipient group for this research USA, Florida, Central Florida, all the above?

All the above.

53. Are you interested in alumni, certain demographics, pre-university high school applicants, or post graduates?

Yes, stakeholder groups could include alumni, prospective students, current students, graduate students, parents, faculty, staff, peers, business/community leaders, etc.

CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN) #:1607CCSA
ENTITLED: BRAND RESEARCH AND ANALYSIS

Between

UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND
DATANAUTIX, INC. (DBA: KAIZEN CONSULTING, INC)

This Agreement is entered into and effective as of the date of the last signature hereto, by and between the University of Central Florida Board of Trustees ("University" or "UCF"), and Datanautix, Inc. ("Payee"). The parties agree as follows:

1. **ACKNOWLEDGMENT.** Payee acknowledges that:
 - A. The University is a public entity of the State of Florida;
 - B. The University is exempt from federal and Florida taxes;
 - C. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. 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 in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
2. **DESCRIPTION OF SERVICES.** The Payee is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment "A" to this Agreement, which is incorporated herein for all purposes. Units of deliverables, if any, for such services/goods are stated in Attachment "A". Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment "A".
3. **TOTAL AMOUNT OF AGREEMENT.** The total amount of this Agreement shall not exceed \$225,000 (\$75,000 per year for 3 years) in accordance with UCF ITN No. 1607CCSA.
4. **SOURCE OF PAYMENT.** If applicable, payments to Payee under this Agreement shall be paid out of the University's account N/A.
5. **PERFORMANCE CRITERIA.** Criteria, if any, and the final date(s) by which such criteria must be met to complete this Agreement are described in detail in Attachment "B,"

which is incorporated herein for all purposes. Such criteria, if any, shall be met in accordance with the schedule set forth in Attachment "B".

6. **PERIOD OF PERFORMANCE.** The Payee shall commence performance of the terms of this Agreement on January 20, 2017, and shall end his/her performance of this Agreement on January 19, 2020 with the possibility of two (2) one (1) year renewals. The University may renew/extend this Agreement, as mutually agreed to by both parties.

7. **PAYMENT.**

- A. The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.
- B. Advance payment for goods and services shall not be made except in accordance with applicable Florida law.
- C. The University shall not be bound to any prepayment penalty clauses.
- D. Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for Payee.

Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit & post-audit.

8. **VENDOR OMBUDSMAN STATEMENT.** The University has established a Vendor Ombudsman who acts as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at (407) 882-1000.

9. **ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

10. **ASSIGNMENTS.** Under no circumstances shall the Payee assign to a third party any right or obligation of Payee pursuant to this Agreement without prior written consent of the University. If Payee is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, Payee represents that he or she has complied with all

applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.

11. **BILLING.** The University shall only submit payment to the Payee, if Payee has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. Payee shall deliver the invoices to UCF's Finance and Accounting Department, unless Payee has been otherwise instructed by the University. The Payee must display the applicable purchase order number on the face of each of Payee's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If Payee's invoice lists any freight or cartage charges, such invoice must attach all of Payee's receipted transportation bills.
12. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Payee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Payee in conjunction with this Agreement. UCF also may terminate this Agreement without cause on thirty (30) days' advanced written notice to the Payee. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement 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 cancellation/termination.
13. **COMPLIANCE.** 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.
14. **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 this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement, 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 this Agreement 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 this Agreement. 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 this Agreement. 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.

15. **CONFLICTS OF INTEREST.** Acceptance of this Agreement 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 this Agreement.
16. **DELIVERY.** Delivery is to be made to "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than the University's Central Receiving Department, Payee shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation of this Agreement by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x48" pallet. Payee shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of this purchase order.
17. **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 the Agreement by the University.

18. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF 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 reasonable control, any dates or times by which UCF 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.
19. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
20. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
21. **INDEMNIFICATION.** Payee 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 Payee, its employees, its agents or of others under Payee's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, Payee 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.
22. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
23. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
24. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.

25. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
26. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.
27. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.
- | | |
|----------------------------------|--------------------------|
| For UCF: | For Payee: |
| UCF Communications and Marketing | Datanautix Inc. |
| Patrick Burt | Sanjay Patel |
| 12443 Research Parkway Suite 301 | 7335 Winding Lake Circle |
| Orlando, FL 32826-3252 | Oviedo, FL 32765 |
28. **PARKING.** The Payee shall ensure that all vehicles parked on campus for purposes relating to work resulting from this 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 Payee. Payee'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 Payee or Payee's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
29. **WORK FOR HIRE.** Any work specifically created for the University under this Agreement 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 agreements or representations and warranties herein.

30. PUBLIC RECORDS, CONTRACT FOR SERVICES: 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, 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.

31. **RECORDS.** The Payee 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 this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Payee.
32. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.

33. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Payee must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and, (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
34. **EQUAL OPPORTUNITY.** This Contractor/Payee 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, 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.
35. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
36. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, 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 this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.
37. **PAYEE INSURANCE.** For all purchases under this Agreement 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 this Agreement. 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 of one (1) million dollars and Payee shall send a copy of Payee's insurance certificate (prior to commencement of Payee's performance or delivery hereunder) to the following address by email, fax or mail:
e-mail: ehs@ucf.edu
Fax: 407-823-0146
Mail: University of Central Florida
EHS Risk Management
PO Box 163500
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 37 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.

- 38. AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Payee shall return this Agreement to the University's Procurement Services Department at once with a written explanation if it is not acceptable in its entirety.
- 39. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Payee, the use of the Agreement 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 Payee to use this Agreement 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 bid and subsequent contract award.
- 40. SECURE HANDLING OF UCF DATA**
Secure protection and handling of data by vendors and third parties
1. Network Security. Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Vendor agrees to maintain network security that conforms to one of the following:
- a. Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
- b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:

<http://web.nvd.nist.gov/view/ncp/repository>
- c. Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Vendor

then applies to its own network.

2. Data Security. Vendor agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.

3. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.

4. Data Storage. Vendor agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.

5. Data Encryption. Vendor agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.

6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor.

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

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

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

Related Documents:

- Third-Party Outsourcing (Cloud Computing) of University Data

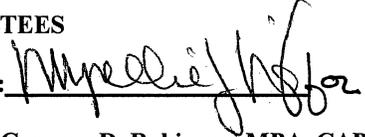
- UCF Third Party Assurance Questionnaire
- 4-008 Data Classification and Protection

9. FERPA

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

41. **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.
42. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University’s duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University’s ITN, if any, including all the University’s ITN specifications, and the Payee’s ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:
- A. This Agreement;
 - B. The University’s ITN and ITN specifications, if any;
 - C. Payee’s ITN response; and
 - D. Any other attached documents signed by the University’s official signatory at the time the Agreement is executed.

**UNIVERSITY OF CENTRAL FLORIDA BOARD
OF TRUSTEES**

Signature: 

Printed: **Gregory D. Robinson, MPA, CAP**

Title: **Procurement Services Director**

Date: 1/13/17

**DATANAUTIX, INC. (DBA: KAIZEN
CONSULTING, INC)**

Signature: 

Printed: Sanjay H. Patel

Title: CEO

Date: 1/12/2017

Address: 7335 Winding Lake Circle
Oviedo, FL 32765

Telephone: 407 619 3411

Facsimile: _____

FEID#/SS#: 05-0529762

ATTACHMENT "A" PRICE SCHEDULE

If applicable, divide the Agreement into units of deliverables including, but not limited to, reports, findings and drafts that must be received by a stated date and accepted in writing by the University before payment.

In accordance with the University of Central Florida's ITN No. 1607CCSA and Payee/vendor response.

For FY17, blanket PO for \$50,000 to cover:

\$40,000 Jan 20, 2017 to Jun 30, 2017 for Brand Research & Analysis Services

\$10,000 for 4 on-demand reports

**Payment schedule: 50% at the start and end of the contract, and \$2,500 per on-demand report

For FY18, blanket PO for \$75,000:

\$60,000 Jul 1 17 to Jun 30 18 for Brand Research & Analysis Services

\$15k for 6 on-demand reports

**Payment schedule: 25% at beginning of each quarter, and \$2,500 per on-demand report

For FY19, blanket PO for \$75,000:

\$60,000 Jul 1 18 to Jun 30 19 for Brand Research & Analysis Services

\$15k for 6 on-demand reports

**Payment schedule: 25% at beginning of each quarter, and \$2,500 per on-demand report

For FY20, blanket PO for \$25,000:

\$20,000 Jul 1 19 to Jan 19 20 for Brand Research & Analysis Services

\$5,000 for 2 on-demand reports

**Payment schedule: 50% at the start and end of the contract, and \$2,500 per on-demand report

ATTACHMENT "B" PERFORMANCE CRITERIA

In accordance with the University of Central Florida's ITN No. 1607CCSA and Payee/vendor response.



Purchase Order

University of Central Florida

Orlando Tech Center
12479 Research Parkway
Orlando FL 32826
United States

Table with 3 columns: Purchase Order, Date, Revision, Payment Terms, Freight Terms, Ship Via, Buyer, Phone, Currency. Includes details like UCF01-0000378123, 08-06-2018, Net 30, Destination, Freight Prepay, Brian Michael Sargent, 407/823-3304, USD.

Supplier: 0000067954
Kaizen Consulting Inc
Datanautix Inc
7335 Winding Lake Circle
Oviedo FL 32765
United States

Ship To: MARKETING
12443 Research
Parkway, Suite 301
Orlando Tech Center,
Bldg 300
Orlando FL 32826-0128
United States

Attention: Angela Maria
Rivera

Bill To: E-MAIL INVOICES TO:
vendor@ucf.edu
If e-mail is not an option,
please mail to:
12424 Research
Parkway, Suite 300
Orlando FL 32826-3249
United States

Tax Exempt? Y Tax Exempt ID: 85-8012703010C-9 Replenishment Option: Standard
Line- Sch Item/Description Mfg ID Quantity UOM PO Price Extended Amt Due Date

1 - 1 BLANKET PO FOR DATANAUTIX DBA KAIZEN CONSULTING TO COVER \$60,000 JULY 1, 2018 TO JUNE 30, 2019 FOR BRAND RESEARCH AND ANALYSIS SERVICES. \$15,000 FOR 6 ON-DEMAND REPORTS. TOTAL: \$75,000

PAYMENT SCHEDULE: 25% AT THE BEGINNING OF EACH QUARTER AND \$2,500 PE

Schedule Total 75000.00

Item Total 75000.00

Name of requestor: Angela Rivera
Phone Number: 3-0709
Building & Room No.: OTC 301
Dept. Name: CM-Marketing
FAX No: 3-2567

Total PO Amount 75000.00

UCF's acceptance of and payment for Vendor's goods and/or services is hereby expressly made conditional on Vendor's assent to UCF's standard Purchase Order terms found at: http://www.procurement.ucf.edu ("UCF Standard Terms") and all of Vendor's terms are hereby rejected, except as otherwise noted in the UCF Standard Terms. Any language reviewed and approved by the UCF General Counsel's Office prevails over conflicting terms in UCF's Standard Terms.

Authorized Signature

Handwritten signature of Angela Rivera

Purchase Order

University of Central Florida

Orlando Tech Center
12479 Research Parkway
Orlando FL 32826
United States

Approved		Dispatch Via Email
Purchase Order UCF01-0000378123	Date 08-06-2018	Revision 1 -
Payment Terms Net 30	Freight Terms Destination, Freight Prepay	Ship Via Best Way
Buyer Brian Michael Sargent	Phone 407/823-3304	Currency USD

Supplier: 0000067954
Kaizen Consulting Inc
Datanautix Inc
7335 Winding Lake Circle
Oviedo FL 32765
United States

Ship To: 12443 Research
Parkway, Suite 301
Orlando Tech Center,
Bldg 300
Orlando FL 32826-0128
United States

Attention: See Detail Below

Bill To: E-MAIL INVOICES TO:
vendor@ucf.edu
If e-mail is not an option,
please mail to:
12424 Research
Parkway, Suite 300
Orlando FL 32826-3249
United States

Tax Exempt? Y

Tax Exempt ID: 85-8012703010C-9

Replenishment Option: Standard

Line- Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	BLANKET PO FOR DATANAUTIX DBA KAIZEN CONSULTING TO COVER \$60,000 JULY 1, 2018 TO JUNE 30, 2019 FOR BRAND RESEARCH AND ANALYSIS SERVICES. \$15,000 FOR 6 ON- DEMAND REPORTS. TOTAL: \$75,000		1.00	EA	75000.00	75000.00	06/30/2019
PAYMENT SCHEDULE: 25% AT THE BEGINNING OF EACH QUARTER AND \$2,500 PE							

Attention: Angela Maria Rivera

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	75000.000

GLUnit	Account	Alt-Acc	Fund	Dept	Program
UCF01	713101	772000	1000	0840071	ZZ
			1	1	

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
75000.000	USD	USD	811300301	N

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
UCF01	000043687	1	1	1				Angela Maria Rivera

Schedule Total 75000.00

Item Total 75000.00

2 - 1	CHANGE ORDER TO PO 378123 for conducting a national unaided awareness study.		1.00	EA	2000.00	2000.00	01/16/2019
-------	---	--	------	----	---------	---------	------------

Attention: Angela Maria Rivera

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	2000.000

Unauthorized

Purchase Order

University of Central Florida

Orlando Tech Center
 12479 Research Parkway
 Orlando FL 32826
 United States

Approved		Dispatch Via Email
Purchase Order UCF01-0000378123	Date 08-06-2018	Revision 1 -
Payment Terms Net 30	Freight Terms Destination, Freight Prepay	Ship Via Best Way
Buyer Brian Michael Sargent	Phone 407/823-3304	Currency USD

Supplier: 0000067954
 Kaizen Consulting Inc
 Datanautix Inc
 7335 Winding Lake Circle
 Oviedo FL 32765
 United States

Ship To: 12443 Research
 Parkway, Suite 301
 Orlando Tech Center,
 Bldg 300
 Orlando FL 32826-0128
 United States

Attention: See Detail Below

Bill To: E-MAIL INVOICES TO:
 vendor@ucf.edu
 If e-mail is not an option,
 please mail to:
 12424 Research
 Parkway, Suite 300
 Orlando FL 32826-3249
 United States

Tax Exempt? Y

Tax Exempt ID: 85-8012703010C-9

Replenishment Option: Standard

Line- Item/Description Mfg ID Quantity UOM PO Price Extended Amt Due Date

GLUnit	Account	Alt-Acc	Fund	Dept	Program
UCF01	713101	772000	1000	0840000	ZZ
			1	1	

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
2000.000	USD	USD	811300301	N

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
UCF01	000044761	1	1	1				Angela Maria Rivera
	1							

Schedule Total 2000.00

Item Total 2000.00

Name of requestor: Angela Rivera
 Phone Number: 3-0709
 Building & Room No.: OTC 301
 Dept. Name: CM-Marketing
 FAX No: 3-2567
 Name of requestor: Angela Rivera
 Phone Number: 3-0709
 Building & Room No.: OTC 301
 Dept. Name: CM-Marketing
 FAX No: 3-2567

Total PO Amount 77000.00

Unauthorized



Purchase Order

University of Central Florida

Orlando Tech Center
 12479 Research Parkway
 Orlando FL 32826
 United States

Dispatched		Dispatch Via Email
Purchase Order UCF01-0000397773	Date 07-05-2019	Revision
Payment Terms Net 30	Freight Terms Destination, Freight Prepay	Ship Via Best Way
Buyer Brian Michael Sargent	Phone 407/823-3304	Currency USD

Supplier: 0000067954
 Kaizen Consulting Inc
 7335 Winding Lake Circle
 Oviedo FL 32765
 United States

Ship To: 12443 Research
 Parkway, Suite 301
 Orlando Tech Center,
 Bldg 300
 Orlando FL 32826-0128
 United States

Attention: See Detail Below

Bill To: E-MAIL INVOICES TO:
 vendor@ucf.edu
 If e-mail is not an option,
 please mail to:
 12424 Research
 Parkway, Suite 300
 Orlando FL 32826-3249
 United States

Tax Exempt? Y	Item/Description	Tax Exempt ID: 85-8012703010C-9 Mfg ID	Quantity	UOM	Replenishment Option: Standard PO Price	Extended Amt	Due Date
1 - 1	BLANKET PO TO COVER \$20,000 FROM 7/1/19 TO 1/19/20 FOR BRAND RESEARCH & ANALYSIS SERVICES. \$5,000 FOR 2 ON-DEMAND REPORTS. TOTAL \$25,000. PAYMENT SCHEDULE 50% AT THE START AND END OF THE CONTRACT, AND \$2,500 PER ON-DEMAND REPORT. ITN 1607CCSA.		1.00	EA	25000.00	25000.00	01/19/2020

Attention: Angela Maria Rivera

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	25000.000

GLUnit	Account	Alt-Acc	Fund	Dept	Program
UCF01	713101	772000	1000	0840000	ZZ
			1	1	

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
25000.000	USD	USD	811300301	N

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
UCF01	000046101	1	1	1				Angela Maria Rivera
	6							

Schedule Total 25000.00

Item Total 25000.00

This Requisition has attachments as follows (list):
 Contract ITN No 1607CCSA

Total PO Amount 25000.00

UCF's acceptance of and payment for Vendor's goods and/or services is hereby expressly made conditional on Vendor's assent to UCF's standard Purchase Order terms found at: <http://www.procurement.ucf.edu> ("UCF Standard Terms") and all of Vendor's terms are hereby rejected, except as otherwise noted in the UCF Standard Terms. Any language reviewed and approved by the UCF General Counsel's Office prevails over conflicting terms in UCF's Standard Terms.

COPY



Purchase Order

University of Central Florida

Orlando Tech Center
 12479 Research Parkway
 Orlando FL 32826
 United States

Approved		Dispatch Via Print
Purchase Order UCF01-0000408292	Date 12-20-2019	Revision
Payment Terms Net 30	Freight Terms Destination, Freight Prepay	Ship Via Best Way
Buyer Brian Michael Sargent	Phone 407/823-3304	Currency USD

Supplier: 0000067954
 Kaizen Consulting Inc
 7335 Winding Lake Circle
 Oviedo FL 32765
 United States

Ship To: 12443 Research
 Parkway, Suite 301
 Orlando Tech Center,
 Bldg 300
 Orlando FL 32826-0128
 United States

Attention: See Detail Below

Bill To: E-MAIL INVOICES TO:
 vendor@ucf.edu
 If e-mail is not an option,
 please mail to:
 12424 Research
 Parkway, Suite 300
 Orlando FL 32826-3249
 United States

Tax Exempt? Y

Tax Exempt ID: 85-8012703010C-9
Mfg ID

Replenishment Option: Standard

Line- Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Blanket PO to cover \$60,000 January 20, 2020 to January 19, 2021 for Brand Research and Analysis Services. \$15,000 for 6 on-demand reports. Renewal of ITN No. 1607CCSA Cobblestone ID 19566	1.00	EA	75000.00	75000.00	12/20/2019

Attention: Angela Maria Rivera

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	75000.000

GLUnit	Account	Alt-Acc	Fund	Dept	Program
UCF01	713101	772000	1000	0840000	ZZ
			1	3	

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
75000.000	USD	USD	811300301	N

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
UCF01	000047343	1	1	1				Angela Maria Rivera
	5							

Schedule Total 75000.00

Item Total 75000.00

This Requisition has attachments as follows (list):
 Contract ITN No 1607CCSA

Total PO Amount 75000.00

UCF's acceptance of and payment for Vendor's goods and/or services is hereby expressly made conditional on Vendor's assent to UCF's standard Purchase Order terms found at: <http://www.procurement.ucf.edu> ("UCF Standard Terms") and all of Vendor's terms are hereby rejected, except as otherwise noted in the UCF Standard Terms. Any language reviewed and approved by the UCF General Counsel's Office prevails over conflicting terms in UCF's Standard Terms.

COPY



Purchase Order

University of Central Florida

12424 Research Pkwy, Suite 355
Orlando FL 32826-3249
United States

Dispatched		Dispatch Via Print
Purchase Order UCF01-0000419045	Date 01-11-2021	Revision
Payment Terms Net 30	Freight Terms Destination, Freight Prepay	Ship Via Best Way
Buyer Brian Michael Sargent	Phone 407/823-3304	Currency USD

Supplier: 0000067954
Kaizen Consulting Inc
7335 Winding Lake Circle
Oviedo FL 32765
United States

Ship To: 12443 Research
Parkway, Suite 301
Orlando Tech Center,
Bldg 300
Orlando FL 32826-0128
United States

Attention: See Detail Below

Bill To: E-MAIL INVOICES TO:
vendor@ucf.edu
If e-mail is not an option,
please mail to:
12424 Research
Parkway, Suite 300
Orlando FL 32826-3249
United States

Tax Exempt? Y

Tax Exempt ID: 85-8012703010C-9

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Blanket PO to cover \$60,000 January 20, 2021-January 19, 2022 for Brand Research and Analysis Services. \$15,000 for 6 on-demand reports. Total: \$75,000 Payment schedule: 25% at the beginning of each quarter and \$2,500 per on-demand report.		1.00	EA	75000.00	75000.00	01/11/2021

Attention: Angela Maria Rivera

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	75000.000

GLUnit	Account	Alt-Acc	Fund	Dept	Program
UCF01	713101	772000	1000	0840000	ZZ
			1	3	

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
75000.000	USD	USD	811300301	N

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
UCF01	000048668	1	1	1				Angela Maria Rivera

Schedule Total 75000.00

Item Total 75000.00

Total PO Amount 75000.00

UCF's acceptance of and payment for Vendor's goods and/or services is hereby expressly made conditional on Vendor's assent to UCF's standard Purchase Order terms found at: <http://www.procurement.ucf.edu> ("UCF Standard Terms") and all of Vendor's terms are hereby rejected, except as otherwise noted in the UCF Standard Terms. Any language reviewed and approved by the UCF General Counsel's Office prevails over conflicting terms in UCF's Standard Terms.

COPY



Purchase Order

University of Central Florida

12424 Research Pkwy, Suite 355
Orlando FL 32826-3249
United States

Table with 3 columns: Dispatched, Dispatch Via Email, and Revision. Rows include Purchase Order (UCF01-0000427426), Date (10-25-2021), Payment Terms (Net 30), Freight Terms (Destination, Freight Prepay), Ship Via (Best Way), Buyer (Carr, Audrey B), Phone, and Currency (USD).

Supplier: 0000067954
Kaizen Consulting Inc
7335 Winding Lake Circle
Oviedo FL 32765
United States

Ship To: 12443 Research Parkway, Suite 301
Orlando Tech Center,
Bldg 300
Orlando FL 32826-0128
United States

Attention: See Detail Below

Bill To: E-MAIL INVOICES TO:
vendor@ucf.edu
If e-mail is not an option,
please mail to:
12424 Research
Parkway, Suite 300
Orlando FL 32826-3249
United States

Tax Exempt? Y

Tax Exempt ID: 85-8012703010C-9
Mfg ID

Replenishment Option: Standard

Table with columns: Line-Sch, Item/Description, Quantity, UOM, PO Price, Extended Amt, Due Date. Row 1: 1 - 1 DATANAUTIX TO CONDUCT NATIONAL UNAIDED AWARENESS STUDY. SURVEYS WILL BE CONDUCTED USING SURVEY MONKEY PANELS. 1.00 EA 4500.00 4500.00 10/25/2021

Attention: Tammy Forrester

Schedule Total 4500.00

Item Total 4500.00

Total PO Amount 4500.00

UCF's acceptance of and payment for Vendor's goods and/or services is hereby expressly made conditional on Vendor's assent to UCF's standard Purchase Order terms found at: http://www.procurement.ucf.edu ("UCF Standard Terms") and all of Vendor's terms are hereby rejected, except as otherwise noted in the UCF Standard Terms. Any language reviewed and approved by the UCF General Counsel's Office prevails over conflicting terms in UCF's Standard Terms.

COPY



Purchase Order

University of Central Florida

12424 Research Pkwy, Suite 355
Orlando FL 32826-3249
United States

Dispatched		Dispatch Via Email
Purchase Order UCF01-0000431434	Date 03-01-2022	Revision
Payment Terms Net 30	Freight Terms Destination, Freight Prepay	Ship Via Best Way
Buyer Brian Michael Sargent	Phone 407/823-3304	Currency USD

Supplier: 0000067954
Kaizen Consulting Inc
7335 Winding Lake Circle
Oviedo FL 32765
United States

Ship To: 12443 Research
Parkway, Suite 301
Orlando Tech Center,
Bldg 300
Orlando FL 32826-0128
United States

Attention: See Detail Below

Bill To: E-MAIL INVOICES TO:
vendor@ucf.edu
If e-mail is not an option,
please mail to:
12424 Research
Parkway, Suite 300
Orlando FL 32826-3249
United States

Tax Exempt? Y

Tax Exempt ID: 85-8012703010C-9
Mfg ID

Replenishment Option: Standard

Line- Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	DATANAUTIX TO PROVIDE BRAND RESEARCH AND ANALYSIS SERVICES PER ITN1607CCSA FROM JANUARY 20, 2022- JANUARY 19, 2023. TOTAL \$75,000 COBBLESTONE ID 30345. ATTACHED.	1.00	EA	75000.00	75000.00	03/01/2022

Attention: Tammy Forrester

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	75000.000

GLUnit	Account	Alt-Acc	Fund	Dept	Program
UCF01	713101	772000	1000	0840000	ZZ
			1	3	

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
75000.000	USD	USD	811300301	N

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
UCF01	000050131	1	1	1				Tammy Forrester

Schedule Total 75000.00

Item Total 75000.00

Total PO Amount 75000.00

UCF's acceptance of and payment for Vendor's goods and/or services is hereby expressly made conditional on Vendor's assent to UCF's standard Purchase Order terms found at: <http://www.procurement.ucf.edu> ("UCF Standard Terms") and all of Vendor's terms are hereby rejected, except as otherwise noted in the UCF Standard Terms. Any language reviewed and approved by the UCF General Counsel's Office prevails over conflicting terms in UCF's Standard Terms.

COPY



Purchase Order

University of Central Florida

12424 Research Pkwy, Suite 355
Orlando FL 32826-3249
United States

Table with 3 columns: Purchase Order, Date, Revision, Payment Terms, Freight Terms, Ship Via, Buyer, Phone, Currency. Includes details like UCF01-0000430613, 02-10-2022, Net 30, Destination, Freight Prepay, Carr,Audrey B, USD.

Supplier: 0000067954
Kaizen Consulting Inc
7335 Winding Lake Circle
Oviedo FL 32765
United States

Ship To: MARKETING
12443 Research
Parkway, Suite 301
Orlando Tech Center,
Bldg 300
Orlando FL 32826-0128
United States

Attention: Tammy Forrester

Bill To: E-MAIL INVOICES TO:
vendor@ucf.edu
If e-mail is not an option,
please mail to:
12424 Research
Parkway, Suite 300
Orlando FL 32826-3249
United States

Tax Exempt? Y

Tax Exempt ID: 85-8012703010C-9

Replenishment Option: Standard

Main table with columns: Line-Sch, Item/Description, Mfg ID, Quantity, UOM, PO Price, Extended Amt, Due Date. Row 1: 1 - 1 DATANAUTIX (KAIZEN) TO CONDUCT NATIONAL HIGHER ED EXPERTS STUDY...

Summary table with rows: Schedule Total (1428.00), Item Total (1428.00), Total PO Amount (1428.00)

Authorized Signature

Handwritten signature



**UNIVERSITY OF
CENTRAL FLORIDA**

12424 Research Pkwy, Suite 355
Orlando, FL 32826-3249
United States

Purchase Order

Purchase Order Number	PO-UCF-00000298
Purchase Order Date	07/14/2022
Purchase Order Type	Services
Requested Delivery Date	
Payment Terms	Net 30
Payment Type	ACH
Buyer	Trinh Nguyen
Phone Number	+1 (407) 8235889
Email	Trinh.Nguyen@ucf.edu
Tax Exempt ID	85-8012703010C-9

Page 1 of 1

Supplier:
Harris Insights & Analytics LLC 300 N LaSalle Drive, Suite 5575 Chicago, IL 60654 United States of America

Ship To:
The University of Central Florida Board of Trustees 12443 RESEARCH PARKWAY ORLANDO, FL 32826-0000 United States of America Michelle Fuentes (407) 823-5889

Deliver To:

Comments:

Bill To:
The University of Central Florida Board of Trustees Michelle Fuentes Michelle.Fuentes@ucf.edu 12443 RESEARCH PARKWAY ORLANDO, FL 32826-0000 United States of America

	Total Lines Amount	Total Tax Amount	Total PO Amount
	54,000.00	0.00	54,000.00
Shipping Terms	Shipping Method	Shipping Instruction	
FOB Destination	Best		

Service Lines						
Line Number	Description	Start Date	End Date	Due Date	Amount	
1	One-year access to The Harris Poll Brand Platform from 7/1/22-6/30/22. Harris Insights to collect at least 400 brand research survey responses for UCF brand and 200 responses per week for 9 other institutions' brands. Total fees are \$54,000 due upon execution of the agreement. Procurement method: Waiver of Competition	07/01/2022	06/30/2023		54,000.00	

UCF's acceptance of and payment for Vendor's goods and/or services is hereby expressly made conditional on Vendor's assent to UCF's standard Purchase Order terms found at: <http://procurement.ucf.edu> ("UCF Standard Terms") and all of Vendor's terms are hereby rejected, except as otherwise noted in the UCF Standard Terms. Any language reviewed and approved by the UCF General Counsel's Office prevails over conflicting terms in UCF's Standard Terms.

Authorized Signature