

SUBMIT OFFER TO: Via Bonfire Web Portal UNIVERSITY OF CENTRAL FLORIDA Phone: (407) 823-2661 www.procurement.ucf.edu https://ucfprocurement.bonfirehub.com/opportunities/156628		University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form	
Your submission should be uploaded, submitted, and finalized prior to the closing time on 12/10/2024 at 3:00 p.m. 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.		OFFERS WILL BE OPENED December 10, 2024, at 3:00 p.m. EST and may not be withdrawn within 120 days after such date and time.	
Page 1 of 57 Pages		ITN NO. 2024-03OCSA	
UNIVERSITY ADVERTISING DATE: October 30, 2024		ITN TITLE: Internship Management System	
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"/> Asian-Hawaiian
<input type="checkbox"/> Hispanic
<input type="checkbox"/> Native American
<input type="checkbox"/> Non-Profit Organization
<input type="checkbox"/> Small Business Federal | <input type="checkbox"/> American Woman
<input type="checkbox"/> Government Agency
<input type="checkbox"/> MBE Federal
<input type="checkbox"/> Non-Minority
<input type="checkbox"/> PRIDE
<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 should 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 should contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers should 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 should submit a "NO OFFER," and it should 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) TAXES: The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes

(b) DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for offer evaluation purposes.

(c) 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.

(d) INVOICING AND PAYMENT: All Suppliers should 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.

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.

5. The Board of Trustees may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) 2024-03OCSA

FOR

INTERNSHIP MANAGEMENT SYSTEM

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1.0 INTRODUCTION

1.1 Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with a Supplier to provide an Internship Management System based on Salesforce Educational Cloud.

The University of Central Florida (UCF) School of Global Health Management and Informatics is soliciting proposals from qualified vendors to develop, implement, and support an Internship Management System based on Salesforce Educational Cloud. This system will serve as a comprehensive platform for managing all aspects of the internship process, including student placements, evaluations, job board functionality, logbook tracking, and reporting. The purpose of this ITN is to identify a supplier with the expertise and experience to deliver a robust, scalable solution that meets our current and future needs.

The long-term vision for the Internship Management System is to create an integrated, user-friendly platform that supports the educational goals of UCF and enhances the internship experience for students, faculty, and partners. This system aligns with UCF's commitment to providing high-quality education and preparing students for successful careers.

The system will also serve as a **Job Board**, where students can view, search, and apply for both internships and jobs posted by UCF internship coordinators and UCF partners. The Job Board will function as a marketplace where employers and students can find each other. **UCF SGHMI** will manage the listings and activities on the Job Board, while providing partners with the ability to manage their own listings.

The system will also include **logbook** tracking functionality to comply with accrediting body requirements. Students are required to log a minimum number of internship service hours, which vary by program. The system should support:

- **Program-specific Default Hours:** Each program has a default number of hours, but the system should be flexible to accommodate individual students who may require more or fewer hours.
- **Logbook Entries:** Students will log their daily internship activities, detailing the start time, break times, finish time, and a description of the tasks completed.
- **Competency Mapping:** Each task recorded by the student will be mapped to program-specific competencies. Competencies are organized hierarchically, and the system should support at least four levels (Domain, Subdomain Level 1, Subdomain Level 2, Competency). The logbook should facilitate the mapping process through an intelligent dropdown selection, starting at the domain level and narrowing down to the specific competency.
- **Preceptor Review:** Once submitted, logbooks will enter a queue for preceptor review and approval. Preceptors can approve or reject logbooks, providing comments for revision if needed.
- **Automated Reminders:** Preceptors will receive automated weekly reminders if there are pending logbooks to review.
- **Dashboards:** Faculty and staff will have access to dashboards to monitor logbook progress, including the number of submitted and approved logbooks, and to track overall student completion of required internship hours.

Additionally, the system should facilitate the **creation, storage, collection, and processing of internship evaluations**. At the conclusion of the internship experience:

- **Students** will complete an evaluation of their internship site and preceptor.
 - **Preceptors** will complete an evaluation of the student's performance and work product
- These evaluations should take place securely within the **Salesforce Cloud platform**—not

through any third-party system. All data should be stored in Salesforce and accessible for **advanced reporting**. The reporting system should accommodate various question types, including:

- Likert scales
- Open-ended questions
- Drop-down selections

The evaluation forms should allow some **design customization**, including headers, section divisions, and text formatting, to ensure the user experience is smooth, intuitive, and aligned with UCF's branding.

The UCF SGHMI partners with various facilities for student internships. Each partner may have different **onboarding requirements** that students should complete before beginning their internship. These requirements often include paperwork, confidentiality agreements, health screenings, drug tests, and other documentation. Currently, managing these requirements for each partner manually is challenging and inefficient. Therefore, UCF requires an internship management system that can manage, track, and streamline the partner-specific onboarding process. The system should serve as a repository for documents, automate onboarding checklists, and facilitate the submission and approval of required forms.

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) should 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

The UCF School of Global Health Management and Informatics (“SGHMI”) manages a diverse range of internship programs that are integral to our students’ education. Currently, these programs are administered through a combination of manual processes, disconnected systems, and various files (such as Excel, Word, and PDF). The primary platform used for managing internship placements and partner details is InPlaceSoftware, which is complemented by these manual processes.

To address the inefficiencies, data inconsistencies, and reporting challenges posed by this fragmented approach, UCF is seeking to consolidate all these functions into a cohesive platform. The new Internship Management System will be built on Salesforce Educational Cloud, allowing for seamless interactions, efficient management, and data integrity. Additionally, the solution should ensure a smooth migration of data from InPlaceSoftware to the new system.

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

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.

Brandon Orofino
Procurement Services Department
12424 Research Parkway, Suite 300
Orlando, FL 32816-0975
Brandon.Orofino@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
10/30/2024	Invitation To Negotiate advertised
11/8/2024; @ 5:00 p.m.	Last day to submit communications and/or inquiries in writing only; preferably by email to Brandon.Orofino@ucf.edu
11/18/2024 (approximate)	Responses to inquiries and Addenda
12/10/2024; @ 3:00 p.m.	Deadline for Offer submission at 3:00 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 should recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN should 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 11/8/24 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 12/10/2024 at 3:00 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 APPROACH AND METHODOLOGY	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 should 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 should 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 should 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 should 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 should 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 p.m. on 11/8/24, 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 should be registered with University's Parking Services Department, and parking permits should 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.

Should, Shall, Will – The words “should,” “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 **Steven Ton**.

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 Steven Ton.

2.18 Procurement Rules

- A. UCF has established for purposes of this ITN that the words “shall,” “should,” 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 should comply with the instructions cited in Section 2.3. Also, the Respondent should 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 the date of the last signature, and shall end 5 years hereafter. 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 should 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 should 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 should 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 should 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/Vendor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin and for inquiring about, discussing, or disclosing compensation. 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, veteran status, or disability.

2.29 Severability

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

2.30 Notices

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

2.31 Governing Law and Venue

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

2.32 Liaison

UCF's liaison with the successful Respondent, if any, shall be Steven Ton.

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 should 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 should 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 should 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 should 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. Licensors are under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- D. Licensors are 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, Licensors may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensors 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 should 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

To the extent that Contractor meets the definition of "Contractor" or "Subcontractor" under Section 448.095, Florida Statutes, Contractor agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes.

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 should 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 internship management systems similar in scope to those requested in section 1.1. of this ITN.
2. The proposer should provide a list of current or very recent similar-type client accounts, if any, which are located in the United States. Client account information shall include contact name, address, phone number, and length of service.
3. Please provide a list of client accounts lost through early termination or non-renewal over the past five (5) years. Include contact name and phone number, length of service at each account, and reason for loss.
4. The Proposer should 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. Vendors should provide at least **three references** from previous clients, preferably from the higher education sector or similar industries, where the vendor successfully implemented Salesforce-based solutions. These references should include details of the project scope, results, and the vendor's role in the project.
7. Vendors should also provide detailed **case studies** that demonstrate their ability to deliver similar systems with comparable functionalities (e.g., student internship management, job boards, and data tracking systems).

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 and preferred conditions discussed in section 1.1 and section 4.1-4.5.

D. OVERALL PRICING

1. The proposal submitted in response to this ITN should enumerate a **fixed fee** for services. If the university is not satisfied with the outcome of services, the contract will be terminated and payment will be made for the services that have been rendered.
2. The proposal should specify billing rates for the various personnel who will be involved in the activities.
3. The proposal should 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.

4.1 TECHNICAL REQUIREMENTS

The Internship Management System should meet the following technical requirements:

- **Salesforce Educational Cloud Foundation:** The system Salesforce Cloud platform leveraging its native functionalities and best practices.
- **System Integration:** The system should integrate with UCF's existing Student Information System (SIS) to receive student demographic and enrollment information. A working data feed has already been established and data has populated into our Salesforce instance. Additional testing and refinement may be needed.
- **Single-Sign-On:** The system should integrate with UCF's secure SSO system. This is mostly built and working, but testing and refinement may be needed.
- **Document Management and Automation for Partner Onboarding:** The system should include a document management feature for tracking and storing onboarding documents specific to each partner site. It should automate checklist creation, document submission, and approval workflows. The system should also provide real-time status tracking and notifications related to onboarding tasks. **See Appendix C: Partner Onboarding Requirements** for more details.
- **Data Migration:** The vendor should provide a plan for securely migrating all internship-related data from InPlaceSoftware and various manual processes (such as Excel, Word, and PDF files) to the new platform, ensuring data integrity and minimal disruption.
- **Security and Access Control:** The system should support secure authentication and role-based access control, ensuring that users only access the data they are authorized to see.
- **Mobile Accessibility:** The system should be accessible from mobile devices with a responsive design, ensuring usability across different platforms.
- **Reporting and Analytics:** The system should include customizable dashboards and advanced reporting tools that allow for real-time insights and data-driven decision-making. The ability to create custom reports and drill down into specific data points for more detailed analysis
- **Scalability:** The system should be scalable to accommodate future growth in the number of users and the volume of data.

4.2 FUNCTIONAL REQUIREMENTS

The Internship Management System should include the following functionalities:

- **Student Portal:** Students will interact with the system through a user-friendly **Student Portal**, which will be accessed via **Single Sign-On (SSO)**. SSO has been mostly built and partially tested. Additional testing of SSO is required. Through this portal, students will be able to:
 - Manage their profiles (demographic info, internship preferences, concerns, availability, etc.)
 - Upload documents to include resumes, cover letters, letters of recommendation.
 - View and apply for available internships via the **Job Board**
 - Capture student placement details via an internship application process for internships that students have independently secured outside of the SGHMI Student Portal. We currently refer to this as the (“self-placement”) application.
 - Complete their required onboarding requirements as detailed by their host site.
 - Manage their **Logbooks (timesheets)** to document internship hours and map their hours to specific program competencies
 - Complete and submit internship evaluations
 - This portal should provide an intuitive, seamless experience for students, with clear navigation and **self-service capabilities** to ensure efficiency and ease of use.
- **Faculty Portal:** A portal where UCF faculty and staff can manage cohorts of students, all internship related activities, review and approve placements, and review student evaluations.
- **Partner Portal:** A portal for external partners to post internship opportunities, review applications, evaluate student performance and approve student hours. Partners should also be able to manage their listings, including details such as opportunity descriptions, candidate requirements, number of hours, physical location, reporting schedules, and the number of available opportunities.
- **Job Board:** A comprehensive marketplace where students and employers can connect:
 - Advanced filters for searching internships and job postings (location, skills, duration, etc.).
 - Job Alerts: Notifications for job postings based on user preferences.
 - Application Tracking: Ability to track job applications' status.
- **Logbooks:** A system to facilitate tracking, management and approvals of student internship hours.
 - **Logbook Management:** The system should support logbook entries for tracking student internship service hours, including start times, breaks, end times, and task descriptions.
 - **Competency Mapping:** The system should facilitate the mapping of tasks to competencies using an intelligent dropdown system, allowing students to drill down through a hierarchy of up to four levels (Domain, Subdomain Level 1, Subdomain Level 2, Competency).
 - **Preceptor Review and Approval:** Submitted logbooks will enter a queue for preceptor review, with the ability to approve, reject, or comment on entries. Preceptors will receive automated reminders for pending logbooks.
 - **Dashboards:** Faculty and staff will have access to dashboards showing logbook progress for each cohort, including the number of submitted and approved logbooks and the number of completed internship hours. This will help monitor students' progress and ensure they meet internship hour requirements.

- **Evaluation and Feedback:** Automated workflows for submitting, reviewing, and storing evaluations and feedback from students, faculty, and partners. Evaluations will take place securely within Salesforce, and the system should allow for different question types (Likert scales, open-ended questions, drop-down selections) with some design customization functionality (font, color, size, headers, sections, etc.).
- **Partner Onboarding Process:** The system should support customizable onboarding workflows for each partner site. It should provide a checklist of partner-specific requirements (e.g., confidentiality agreements, health screenings, background checks) that both students and faculty can access. The system should also allow students to upload completed forms and faculty to review, approve, or reject them. Notifications should be sent when actions are required or deadlines are approaching. Once all requirements are completed, the system should mark the student as “Ready to Intern.” Additional details can be found in **Appendix C: Partner Onboarding Requirements**
- **Document Management:** A centralized repository for storing and managing documents related to internships, such as agreements, evaluations, and reports.
- **Communication Tools:** Built-in tools for communication between students, faculty, and partners, including messaging, notifications, and reminders.
- **Access Control and Security:** Implement stringent access control mechanisms to ensure that only authorized users can access sensitive information within the portal. The system should also ensure secure data handling for all evaluations and documents.
- **Automated Reminders:** The system should support automated email communications and reminders, streamlining administrative processes and ensuring timely action from students, faculty, and partners.

Vendor Qualifications:

To be considered for this project, vendors should meet the following qualifications. Vendors who do not meet these criteria may not be considered for further evaluation.

1. **Experience with Salesforce:**

- The vendor should have demonstrable experience implementing **Salesforce-based solutions**, particularly in **educational settings**. Experience with **Salesforce Educational Cloud** is essential.
- The vendor should possess a team with **Salesforce-certified professionals** who have the skills and credentials to effectively design, implement, and support the system. Desired Salesforce certifications include but are not limited to:
 - **Salesforce Certified Administrator:** Demonstrates an individual’s ability to configure and manage Salesforce, ensuring they can handle essential administrative tasks, including user management, security controls, and reporting.
 - **Salesforce Certified Advanced Administrator:** Indicates advanced expertise in Salesforce administration, including deep knowledge of automation, dashboards, and system scalability, making the team better equipped to handle complex tasks.
 - **Salesforce Certified Platform App Builder:** Shows proficiency in creating custom applications and automations within Salesforce using tools like Process Builder, Visual Workflow, and Lightning App Builder, ensuring that the team can develop custom solutions tailored to UCF’s specific needs.
 - **Salesforce Certified Data Architect:** Demonstrates expertise in designing and managing complex data models and relationships, crucial for the integration of UCF’s Student Information System (SIS) and other systems, ensuring data integrity and seamless data migration.

- **Salesforce Certified Technical Architect (CTA):** A prestigious certification indicating mastery of Salesforce across technical domains, ensuring the vendor can handle complex integrations, custom development, and system architecture design, making them well-suited for large, complex implementations.
- **Salesforce Certified Consultant – Education Cloud:** Demonstrates expertise in implementing Salesforce for the education sector, ensuring the vendor understands the nuances of working within higher education environments, including managing students, courses, and partner relationships.
- **Salesforce Certified Marketing Cloud Consultant (if applicable):** Shows expertise in using Marketing Cloud to develop engagement and communication strategies that could be leveraged for student, faculty, and partner communications within the internship system.

2. Project Management Expertise:

- The vendor should demonstrate a proven track record of managing projects of similar scope and complexity.
- The vendor should provide details of their **project management methodology** (Agile, Waterfall, etc.), outlining how they manage risks, timelines, and budgets.
- Vendors should also demonstrate their **ability to deliver on time and within budget**, providing examples of past projects where they successfully managed complex implementation timelines.

3. Technical Expertise:

- The vendor should have extensive expertise in **Salesforce customization**, including **data migration, system integration, and custom development** within the Salesforce ecosystem.
- The vendor should demonstrate expertise in integrating Salesforce with other platforms, especially **Student Information Systems (SIS)**, Learning Management Systems (LMS), and third-party APIs.
- A clear understanding of **FERPA compliance** and **data security standards** for educational institutions is essential. The vendor should also provide evidence of ongoing security audits, particularly in educational environments, to ensure the system meets UCF's strict data privacy standards.

4. Support and Maintenance:

- The vendor should provide a **robust post-implementation support plan**, which should include:
 - Availability for troubleshooting and technical support (including response times and service levels).
 - Software updates, system enhancements, and regular maintenance.
 - Specific details of the **support team structure**, hours of availability, and the proposed escalation process for critical issues.

5. Compliance with UCF Standards:

- Vendors should demonstrate a strong understanding of **UCF's technology infrastructure** and compliance requirements, particularly around data privacy, accessibility (such as **WCAG 2.1** for web accessibility), and **FERPA** (Family Educational Rights and Privacy Act).
- The vendor should also demonstrate an ability to provide solutions that comply with UCF's security protocols, including role-based access control, secure authentication, and encryption.
- UCF and SGHMI will retain all rights to intellectual property generated during and in connection with this project. This includes, but is not limited to, diagrams, workflows,

worksheets, brainstorming materials, technical documentation, software code, user guides, training materials, data models, process maps, and any other proprietary information developed throughout the implementation of the new internship information system. All such intellectual property is considered the exclusive property of UCF and SGHMI, ensuring full control over its use, distribution, and modification. Additionally, UCF should be in possession of or have direct access to this information at all times to ensure proper oversight and continuity.

6. Innovation and Flexibility:

- The vendor should be able to demonstrate their ability to **innovate** and **adapt** to client-specific requirements, providing examples of custom solutions or features they have developed for clients in the past.
- Experience in developing **scalable** solutions that allow for growth and adaptation to future needs is crucial.

4.3 APPENDIX A: LOGBOOK AND INTERNSHIP HOUR TRACKING REQUIREMENTS

In accordance with accreditation standards, students are required to complete a minimum number of internship service hours, which differ by program. The system should accommodate default hour requirements specific to each program, while maintaining flexibility to adjust hours on an individual basis as necessary. Students will log their internship hours through **logbooks**, which will document their daily activities, including start times, breaks, end times, and detailed task descriptions.

The system should allow students to comprehensively document the tasks they have worked on and map those tasks to program-specific competencies, which are set by accrediting bodies and vary by program. As competencies typically change infrequently (approximately every five years or more), the system should support long-term management of these competency frameworks. Competency data can be provided in an Excel format for import into the system.

Competencies are generally organized into a hierarchical structure, typically up to four levels. While the exact naming of these levels may vary by program or accrediting body, they are generally referred to as: **Domain**, **Subdomain Level 1**, **Subdomain Level 2**, and the specific **Competency** or **Knowledge Area**. The system should facilitate competency mapping, enabling students to assign the appropriate competency to each logged task. Ideally, this would be supported by an intelligent dropdown selection process, where the student selects a Domain and is then guided through the subsequent Subdomains and Competency levels. We welcome vendor suggestions for alternative ways to streamline this process.

Upon completion, students will submit their logbooks, which will enter a preceptor review queue. Preceptors will be responsible for reviewing the logbooks, providing feedback if necessary, and either approving or rejecting them. Rejected logbooks will be returned to students for revision. Preceptors should have the ability to perform **bulk actions**, such as **bulk approval** or **bulk rejection**, as it is not uncommon for preceptors to have a high volume of logbooks to review and approve. Preceptors will receive automatic weekly reminders for pending logbooks, though they will have the flexibility to log in and review submissions at any time.

The system should also be able to produce a **refined report** summarizing each student's total internship experience. This report should include the student's site details, project descriptions, task details, and a **graphical representation** of their completed hours and the competencies

they employed. This report will form part of the student's overall internship portfolio, providing a comprehensive overview of their experience.

Additionally, the logbook system should be capable of generating **logbook summaries** at various levels: **student, cohort, program, and school** (selectable by the user). For example, the system should be able to generate a report showing how many hours an individual student has completed, along with a detailed breakdown of the competencies they employed. Similarly, the system should be able to aggregate data for multiple students, cohorts, or programs, providing a competency breakdown for the group. These summaries should include **bar graphs or other appropriate graphical representations** to visually display the data, making it easier for faculty and staff to assess progress and performance across different levels.

Faculty and staff overseeing the internship program will have access to **dashboards** that track student logbook progress, including the number of logbooks submitted and approved. These dashboards will provide faculty with a clear, real-time view of each student's progress, ensuring they remain on track to meet their required internship hours and allowing timely intervention if a student falls behind.

4.4 APPENDIX B: INTERNSHIP AND EMPLOYMENT JOB BOARD REQUIREMENTS

The Internship and Employment Job Board will serve as a central hub for students to search, view, and apply for internship and job opportunities. The system should provide seamless access for students, faculty, and external partners (employers) to interact with listings. Below are the key functional, branding, and technical requirements for the Job Board:

1. Job Posting Management

- **Partner Control:** External partners (employers) should be able to create, edit, and manage their own job and internship postings directly in the system.
- **Listing Fields:** Job postings should include, at a minimum, the following fields:
 - Job/Internship Title
 - Company/Organization Name
 - Opportunity Description and Keywords
 - Location (Remote, In-Person, or Hybrid)
 - Hours Required (Full-Time, Part-Time, Temporary)
 - Candidate Requirements (Skills, Qualifications, Education)
 - Application Deadline
 - Reporting Schedule (if applicable)
 - Number of Available Positions

- **Visual Branding:** Listings may display the logo or visual representation of the organization or opportunity, configurable by the external partner or UCF administrators.
- **Expiration and Reactivation of Listings:**
 - **Automatic Expiration:** Listings should automatically expire after the application deadline or on a predefined date, unless renewed or extended by the partner.
 - **Easy Reactivation:** The system should allow expired or previously used listings to be easily reactivated by employers or UCF administrators. This feature should enable users to repost listings without recreating them entirely, allowing for quick updates to details if necessary before reactivating.
- **Job Alert Functionality:** Students should be able to set up customized job alerts based on their preferences (e.g., location, industry, hours, skills) and receive notifications when relevant opportunities are posted.

2. Student Interaction with the Job Board

- **Search and Filter Options:** Students should be able to search and filter job postings by various criteria, such as: Job Type (Full-time, Part-time, Internship), Industry, Location, Qualifications and Skills Required, Date Posted, Date Available.
- **Application Tracking:** Students should be able to apply for positions directly within the system and track the status of their applications (e.g., submitted, under review, accepted, or declined).
- **Saved Listings:** Students should be able to save job postings for later review or application.
- **Document Upload:** The system should allow students to upload resumes, cover letters, letters of recommendation, and other necessary documents directly when applying for opportunities. Students should be able to select previously uploaded documents.
- **Internship Profile Integration:** Should the student be accepted for an internship via the Job Board, the system should automatically populate the relevant internship details (e.g., job title, company, start and end dates, etc.) into the student's internship profile, eliminating the need for duplicate data entry.

3. Employer Interaction

- **Partner Profiles:** Employers should have profiles where they can manage their listings, view applications, and track candidate status.
- **Application Review:** Employers should be able to review applications, download submitted documents, and communicate with candidates within the system.
- **Employer Analytics:** Provide employers with basic analytics, such as the number of views, applications, and offers accepted for each listing.

4. Branding and User Experience

- **UCF Branded Interface:** The Job Board should be fully branded with UCF's identity, including UCF's logos, colors, and design elements to align with the university's overall look and feel. The interface should be visually appealing, user-friendly, and streamlined for an intuitive experience.

- **No Salesforce Branding:** Although the system will be powered by Salesforce, the interface should not indicate or display any Salesforce branding or identifiable Salesforce screens. The Job Board should be custom-built to focus entirely on the UCF brand and user experience.

5. Communication and Notifications

- **In-System Messaging:** Enable messaging between students and employers to facilitate inquiries, interviews, and follow-up discussions. Notifications should alert both parties to new messages.
- **Automated Email Notifications:** Both students and employers should receive automated email notifications for key actions (e.g., new applications, application status updates, interview scheduling).

4. Job Board Reports and Analytics

- **Student-Level Reports:** The system should generate reports for individual students, showing the jobs/internships they have applied to, the status of those applications, and relevant analytics (e.g., interview offers, feedback from employers).
- **Employer-Level Reports:** Employers should have access to reports that summarize applicant information and status, allowing them to track the effectiveness of their postings.
- **System-Level Analytics:** Administrative users (faculty and staff) should have access to system-wide reports on job postings, student applications, and employer engagement, including visualizations such as bar charts or graphs for easy analysis.

5. Integration and Accessibility

- **Mobile Compatibility:** The Job Board should be fully accessible on mobile devices, with a responsive design that allows students and employers to perform all actions on smartphones and tablets.
- **Single Sign-On (SSO):** Students, faculty and will access the Job Board via Single Sign-On (SSO), ensuring seamless integration with UCF's existing authentication system. Employers and partners will access using secure email or secure credentials.

6. Compliance and Security

- **Data Privacy:** The Job Board should comply with relevant data privacy regulations, ensuring that student and employer data is securely stored and managed. Compliance with FERPA (Family Educational Rights and Privacy Act) is required for student data protection.
- **Role-Based Access Control (RBAC):** The system should ensure that only authorized users (students, employers, faculty, and staff) have access to specific data and actions based on their roles within the system.

4.5 APPENDIX C: PARTNER ONBOARDING REQUIREMENTS

Before students can begin their internships at partner facilities, they are often required to complete specific onboarding processes as defined by the partner sites. These onboarding requirements may vary from partner to partner and typically include the completion of forms, acknowledgments, and various compliance steps. The internship management system should facilitate this onboarding process by offering the following functionality:

1. Document and Requirement Management

- **Centralized Repository:**
 - The system should serve as a centralized repository to manage all documents and requirements related to onboarding. This includes, but is not limited to:
 - Paperwork and Forms (e.g., confidentiality agreements, drug screenings, background checks)
 - Acknowledgments (e.g., privacy policies, facility-specific guidelines)
 - Health and Immunization Records (e.g., flu shots, TB tests)
- **Requirement Customization:**
 - Each partner site may have unique onboarding requirements, so the system should allow faculty and staff to define and customize onboarding checklists for each partner.

2. Onboarding Checklists

- **Customizable Checklists:**
 - The system should automatically generate a checklist of required onboarding items for each student based on the partner's requirements. This checklist should be viewable by both students and faculty.
- **Instructions and Guidelines:**
 - Each item in the checklist should include instructions on how to complete the requirement, including any necessary links for downloading forms, accessing partner-specific websites, or submitting documents.

3. Form Submission and Approval Workflow

- **Document Upload and Download:**
 - The system should facilitate the uploading of completed forms by students, as well as the downloading of required forms by students or faculty.
- **Faculty Review and Approval:**
 - Faculty should be able to review uploaded documents to ensure compliance with partner onboarding requirements. Once reviewed, faculty can approve or reject documents. Rejected documents should be sent back to the student for correction, with accompanying feedback.
- **Automated Notifications:**

- The system should automatically notify students and faculty when onboarding tasks are completed, documents are approved or rejected, or when deadlines for submission are approaching.

4. Onboarding Status and Tracking

- **Real-Time Status Updates:**

- The system should provide real-time tracking of a student's onboarding status. Students, faculty, and staff should be able to see which onboarding tasks have been completed, which are pending, and which require further action.

- **Approval Tracking:**

- The system should allow for tracking of the approval status of each onboarding document or requirement to ensure that all items are completed before the student begins their internship.

5. Completion and Readiness to Intern

- **Onboarding Completion Indicator:**

- Once a student has fulfilled all onboarding requirements, the system should mark the student as "Ready to Intern." This status should be visible to both students and faculty, signaling that the student is cleared to start their internship.

- **Onboarding Record Access:**

- Faculty and staff should be able to access onboarding records at any time to ensure compliance with partner requirements and to easily share records with partner sites when needed.

6. Communication and Coordination

- **Communication Tools:**

- The system should provide tools to easily communicate with students and partner sites regarding onboarding requirements, progress, and status.

- **Approval Routing:**

- Once onboarding requirements are completed, the system should allow the routing of completed forms and documents to the appropriate people at the partner site for final approval if needed.

This functionality is essential to streamline the onboarding process, ensure compliance with partner requirements, and maintain organized and efficient management of onboarding documentation and statuses. This onboarding system will ensure that students can successfully complete the necessary steps before commencing their internships.

**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), should 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).

This Contractor/Vendor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin and for inquiring about, discussing, or disclosing compensation. 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, veteran status, or disability.

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

APPENDIX II

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

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

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

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

pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or 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/156628>

Your submission should be uploaded, submitted, and finalized prior to the Closing Time of **Dec 10, 2024 3:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

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

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

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

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript should be enabled. Browser cookies should 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>



Secure Handling of UCF Data Questionnaire

Purpose

University of Central Florida (“UCF” or “Institution”) requires vendors and other third parties (“Vendor”) to review, accept, and integrate the following requirements (“Agreement”), as applicable, as part of any contract, agreement, Service Level Agreement (“SLA”), or other transaction document that involves the storage, transmission, processing, or collection of UCF Data, or access to UCF Data by the Vendor. This Agreement is intended to ensure that UCF’s security and compliance requirements are outlined and followed by the Vendor.

Definitions

Comparable Standard – A framework or similar set forth and maintained by an industry-accepted organization, such as the National Institute of Standards and Technology (NIST), SysAdmin Network Security (SANS), International Organization for Standardization (ISO), etc. that produces formal guidance documentation (e.g. ISO/IEC 27001, ISA 62443, COBIT 5, CIS CSC, PCI-DSS) to address and/or manage risk.

FERPA - Family Educational Rights and Privacy Act. A federal law that protects the privacy of student education records. The law applies to all institutions that receive funds under an applicable program of the U.S. Department of Education.

Florida State Statutes - UCF is an entity of the state and certain data is subject to statutes defined by the state for information handling regarding personal and public record data.

GDPR – General Data Protection Regulation. A European Union law that requires organizations to safeguard personal data and uphold the privacy rights of residents within the European Economic Area (EEA).

HIPAA - Health Insurance Portability and Accountability Act. A federal law requiring the creation of national standards to protect sensitive patient health information from being disclosed without the patient’s consent or knowledge.

NIST - National Institute of Standards and Technology. NIST provides definitions, standards, and recommended security controls for information systems at federal agencies.

PCI DSS - Payment Card Industry Data Security Standards. A security standard for organizations that process or handle credit card data.

Penetration Test - The process of identifying risks and vulnerabilities in computer networks, systems, hardware, applications, and other parts of the environment using real-world attacks.

UCF Data – All data that is created, collected, maintained, recorded, or managed by the university, its staff, and agents working on its behalf, while conducting university business, that vendor has access to as a result of their relationship with UCF. This includes information that is processed and resides on privately-owned devices that are used for university purposes as well as personal data which equates to any information related to a natural person or “Data Subject”, that can directly or indirectly identify an individual.

Vulnerability Assessment – Defined by NIST as “a systematic examination of an information system or product to determine the adequacy of security measures, identify security deficiencies, provide data from which to predict the effectiveness of proposed security measures, and confirm the adequacy of such measures after implementation.”

1 Security Program				
Section	Description	Yes	No	Comments
1.1 Data Security	Vendor has developed, implemented, maintained, and used appropriate administrative, technical, and physical security measures based on the latest industry security standards and best practices and in accordance with all applicable law, to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted UCF Data received from, or on behalf of Institution or its students.	<input type="checkbox"/>	<input type="checkbox"/>	
1.2 Network Security:	Vendor agrees to always maintain network security that conforms to the current standards set forth and maintained by NIST or other generally recognized comparable standard.	<input type="checkbox"/>	<input type="checkbox"/>	
1.3 Penetration Testing	Vendor agrees to conduct a formal penetration test at least once a year.	<input type="checkbox"/>	<input type="checkbox"/>	
1.4 Vulnerability Testing	Vendor agrees to perform vulnerability assessments at least on a quarterly basis.	<input type="checkbox"/>	<input type="checkbox"/>	



<p>1.5 Security Auditing/Risk Assessment</p>	<p>Vendor agrees to have an independent, industry-recognized third-party security audit that conforms to the current standards set forth and maintained by NIST or other generally recognized comparable standard performed at least once a year. Upon request, the vendor will share the audit results.</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	
<p>1.6 Business Continuity Plan</p>	<p>Vendor agrees to maintain a business continuity plan with detailed recovery procedures, including a Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as well as manual workarounds in the event of a disaster. The plans must include emergency and contingency plans for the facilities in which Vendor information systems that process UCF Data are located. Vendor’s redundant storage and its procedures for recovering data shall serve to reconstruct UCF Data in its original or last-replicated state from before the time it was lost or destroyed.</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	
<p>1.7 Cyber Insurance</p>	<p>Vendor agrees to maintain, during the term of this Agreement, a cyber insurance policy for privacy and network security liability including coverage for:</p> <ol style="list-style-type: none"> 1. Theft, dissemination, use and/or wrongful disclosure of data, including any business confidential information, personally identifiable information, or protected health information as defined by applicable law. 2. Breach of security, including unauthorized access and use of computer systems or databases, or extortion. 3. Introduction of malicious software code causing damage to, alteration of or destruction of electronic information. 4. Infringement of intellectual property, including copyright, trademark, and/or trade dress, and invasion of privacy. 5. Regulatory defense, fines, and penalties. 6. Breach response services, including notification and credit monitoring. <p>UCF shall have the right to request copies of such certificates of insurance and/or other evidence of the adequacy of the above insurance coverage from Vendor.</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	



2 Data Protection

Section	Description	Yes	No	Comments
2.1 Data Encryption at-rest	Vendor agrees to encrypt all UCF Data at rest using 128-bit key AES encryption or stronger. This includes any backup data as part of its backup and recovery processes.	<input type="checkbox"/>	<input type="checkbox"/>	
2.2 Data Encryption in-transit	Vendor agrees to encrypt all UCF Data in transit using 128-bit key AES encryption or stronger. Vendor also agrees that all transmission or exchange of data with UCF or any other transaction Vendor engages in that involves UCF Data, including sub-processors – shall take place via secure means, e.g., current Transport Layer Security (TLS) protocol via HTTPS or SFTP.	<input type="checkbox"/>	<input type="checkbox"/>	
2.3 Portable Data Storage	Any portable or laptop computing device used to process UCF Data must employ full-disk encryption.	<input type="checkbox"/>	<input type="checkbox"/>	
2.4 Data Separation	Vendor agrees to employ physical and/or logical means to separate UCF Data from other customers in Vendor's infrastructure. Logical separation may include user access level controls, database/application-level controls, and monitoring or other tools.	<input type="checkbox"/>	<input type="checkbox"/>	
2.5 Audit Trail	Vendor must log access and use of systems containing UCF Data, registering the access ID, time, authorization granted or denied, and relevant activity.	<input type="checkbox"/>	<input type="checkbox"/>	



2.6 Artificial Intelligence	Do or will you use generative or other forms of artificial intelligence that will involve UCF data? If so, please elaborate.	<input type="checkbox"/>	<input type="checkbox"/>	
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3 Data Stewardship

Section	Description	Yes	No	Comments
3.1 Data Ownership	Vendor acknowledges that all UCF Data shared with Vendor, or made accessible to Vendor's systems or personnel, remains the sole property of UCF as defined by existing UCF regulation and/or UCF policy. Sole property ownership by UCF shall mean that UCF always retains all physical as well as the sole intellectual property ownership of the UCF Data.	<input type="checkbox"/>	<input type="checkbox"/>	
3.2 Data Use	Vendor agrees that all data exchanged shall be used expressly and solely for the purposes enumerated in the agreement or other transaction document between UCF and Vendor. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Vendor except solely for the purposes of this agreement.	<input type="checkbox"/>	<input type="checkbox"/>	
3.3 Data Location	Vendor agrees that no UCF Data will be outsourced or housed outside the United States of America without prior written UCF authorization.	<input type="checkbox"/>	<input type="checkbox"/>	
3.4 Third Party Data Redistribution	Vendor agrees that no UCF Data of any kind shall be shared with any third parties except in service of this agreement. Vendor also agrees to submit a list of third parties upon request.	<input type="checkbox"/>	<input type="checkbox"/>	
3.5 Third Party Contractual Obligations	Vendor agrees that any third parties used in service of UCF Data shall be contractually held to standards no less rigorous than those outlined in this Agreement.	<input type="checkbox"/>	<input type="checkbox"/>	
3.6 Legal Requests	If required by law or a court of competent jurisdiction or an administrative body to disclose UCF Data, Vendor will notify UCF in writing within seven calendar (7) days prior to any such disclosure in order to give UCF an opportunity to oppose any such disclosure.	<input type="checkbox"/>	<input type="checkbox"/>	



<p>3.7 End of Agreement Data Handling</p>	<p>Vendor agrees that within sixty (60) days of the termination of the agreement or other transaction document between UCF and Vendor, whichever is later, per Florida statute 119.0701, Vendor shall transfer, at no cost to UCF, all UCF Data in possession of the Vendor. Once the Vendor transfers all UCF Data to UCF, the Vendor shall erase, destroy, and render unreadable all duplicate UCF Data still in Vendor’s possession. Additionally, Vendor will certify in writing that these actions have been completed. All Vendor records stored electronically must be provided to UCF upon request from UCF’s custodian of public records in a format that is compatible with the information technology systems of UCF.</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>3.8 Data Breach</p>	<p>In the event of a breach of any of Vendor’s security obligations, unauthorized access to, disclosure, or loss of UCF Data or other event requiring notification under applicable law (“Notification Event”), Vendor agrees to:</p> <ul style="list-style-type: none"> a. Notify UCF within forty-eight (48) hours of the discovery of the breach by providing notice via email to UCF’s Security Incident Response Team (sirt@ucf.edu). b. Comply with all applicable federal and state laws such as, but not limited to, Florida’s data breach notification law (FL State Statutes 501.171, Senate Bill 1524, FIPA) that require the notification of affected individuals. c. In the event of a breach of any of Vendor’s security obligations that results in the unauthorized access to, disclosure, or loss of UCF Data (“Breach Event”), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and indemnify, hold harmless, and defend UCF and the UCF Board of Trustees against any claims, damages, or other harm related to such Breach Event. 	<input type="checkbox"/>	<input type="checkbox"/>	
<p>3.9 Handling of Data Subject Requests</p>	<p>If Vendor receives a Data Subject (Access / Rights) Request or complaint from a Data Subject regarding the Processing of Personal Data, Vendor will promptly, yet within no greater than twenty-four (24) hours, forward such request or complaint to UCF Privacy Compliance, via privacy@ucf.edu, provided the Data Subject has given sufficient information for Vendor to identify an existing relationship between the Data Subject and UCF.</p>	<input type="checkbox"/>	<input type="checkbox"/>	



3.10 Non-disclosure	Vendor agrees to hold in strict confidence and not disclose to anyone, unless required by law, all UCF Data which the vendor will have access to or will generate on UCF's behalf.	<input type="checkbox"/>	<input type="checkbox"/>	
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4 Compliance

Section	Description	Yes	No	Comments
4.1 Data Classification Addendum	Vendor agrees to abide by all legal and regulatory compliance requirements that apply due to the nature of the UCF Data being shared (e.g., FERPA, HIPAA, PCI, GDPR, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
4.2 FERPA Regulations	If Vendor is provided access to any student data defined by the Family Educational Rights and Privacy Act ("FERPA") as non-directory information (such as personally identifiable information (PII) or educational records), or directory information, Vendor acknowledges that it will comply with the regulations outlined in 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 or other transaction document with UCF and as permitted by FERPA.	<input type="checkbox"/>	<input type="checkbox"/>	
4.3 PCI Compliance	If the Vendor stores, processes, or transmits cardholder data, or can affect the security of the cardholder data environment (including redirects), Vendor agrees to maintain compliance with the most current Payment Card Industry Data Security Standard (PCI DSS). Additionally: a. If the Vendor is the Merchant of Record, they will annually submit their latest PCI Attestation of Compliance (AoC) to UCF. b. If the Vendor is a PCI third party service provider (TPSP), as defined by the PCI Council, Vendor must also agree to UCF's PCI Addendum.	<input type="checkbox"/>	<input type="checkbox"/>	
4.4 HIPAA Compliance	If Vendor is provided potential access to any data defined as Protected Health Information (PHI) under HIPAA and the Vendor meets the definition of a business associate under HIPAA, the Vendor is required to enter into a Business Associates Agreement (BAA) with UCF. If Vendor is provided access to data defined as Protected Health Information (PHI) under HIPAA but the Vendor is not considered a business associate	<input type="checkbox"/>	<input type="checkbox"/>	



	under HIPAA, then Vendor must implement HIPAA-compliant security safeguards consistent with the NIST Cybersecurity Framework.			
4.5 GDPR Compliance	If the transfer of personal data to the Vendor is required and is subject to the GDPR, Vendor must abide by all GDPR requirements applicable to Vendor.	<input type="checkbox"/>	<input type="checkbox"/>	

VENDOR Signature
(Executive / VP level)

Print Name

Title & Organization

E-Mail

Date

APPENDIX VI

PREFERRED CONDITIONS CHECKLIST

Number	Description	Yes	No
1	Salesforce educational cloud foundation/Experience with Salesforce		
2	System Integration/Single Sign-On		
3	Document management and automation for partner onboarding (see appendix c for additional information)		
4	Data migration plan to new platform		
5	Ability to meet UCF security requirements and access control		
6	Mobile accessibility		
7	System reporting and analytics		
8	Scalability for future growth		
9	Student, Faculty, and Partner Portal		
10	Internship and Job Board functionality		
11	Logbooks: A system to facilitate tracking, management and approvals of student internship hours		
12	Document Management		
13	Communication tools and automated reminders		
14	Support and Maintenance: Including a robust post-implementation plan		
15	At least three references from previous clients (preferably from the higher education sector)		
16	Detailed case studies that demonstrate ability to deliver services		

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____