

<b>SUBMIT OFFER TO:</b> <b>Via Bonfire Web Portal</b> <b>UNIVERSITY OF CENTRAL FLORIDA</b> <a href="http://www.procurement.ucf.edu">www.procurement.ucf.edu</a> <a href="https://ucfprocurement.bonfirehub.com/opportunities/212967">https://ucfprocurement.bonfirehub.com/opportunities/212967</a>		<b>University of Central Florida</b>  <b>INVITATION TO NEGOTIATE</b>  <b>Contractual Services</b>  <b>Acknowledgement Form</b>	
Your submission must be uploaded, submitted, and finalized prior to the closing time on January 20, 2026, 3:00PM EST. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the closing time to begin the uploading process and to finalize your submission. See <b>Appendix 3</b> for submittal instructions.			
Page 1 of 42 Pages	OFFERS WILL BE OPENED <b>January 20, 2026, at 3:00 PM EST</b> and may not be withdrawn within 120 days after such date and time.		ITN NO. 2025-08OCSA
UNIVERSITY ADVERTISING DATE: <b>December 16, 2025</b>		ITN TITLE: Public Relations and Project Management Services for Restore Lagoon Final Phase	
FEDERAL EMPLOYER IDENTIFICATION NUMBER			
SUPPLIER NAME		REASON FOR NO OFFER:	
SUPPLIER MAILING ADDRESS			
CITY - STATE - ZIP CODE		<b>POSTING OF PROPOSAL TABULATIONS</b>	
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:		
<i>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.</i>			

## GENERAL CONDITIONS

**1. SEALED OFFERS:** All offer sheets and this form must be executed and submitted as specified in Section 2.6. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

**2. EXECUTION OF OFFERS:** Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Supplier are to be initialed.

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

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AUTHORIZED SIGNATURE (MANUAL)

---

AUTHORIZED NAME (TYPED)

---

TITLE

---

CONTACT NUMBER

**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 must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Suppliers shall submit properly certified original invoices to:

kNEXT  
3544 Perseus Loop #160975  
Orlando, Florida 32816

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) NUMBER 2025-08OCSA**

**FOR**

**PUBLIC RELATIONS AND PROJECT MANAGEMENT SERVICES FOR RESTORE  
LAGOON INFLOW FINAL PHASE**

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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 comprehensive Public Relations (PR) and Project Management (PM) services in support of the Restore Lagoon Inflow Research project. This three-year, state-funded initiative involves the design, construction, operation, and removal of a temporary ocean-water recirculation system to study the ecological, geochemical, hydrodynamic, and biological responses within the Indian River Lagoon (IRL). The project encompasses multiple scientific domains and requires a communications and coordination partner with exceptional capability in supporting complex, interdisciplinary, and highly visible academic research.

#### **PR and PM Support Needed**

Given the scientific complexity, public interest, and regulatory oversight of this project, UCF requires a Supplier with the ability to translate technical research findings into accessible, accurate, and timely communication products for policymakers, journalists, agency partners, scientific communities, and Florida residents. The Supplier must also coordinate closely with the interdisciplinary scientific team to ensure communication materials remain synchronized with scientific activities, fieldwork milestones, and state reporting timelines.

#### **Expected Supplier Deliverables**

The selected Supplier will provide the following services:

##### **1. Public Relations Deliverables**

- Translation of technical information from multiple scientific disciplines into clear and accessible messaging for non-technical audiences.
- Development of a comprehensive communication plan aligned with the project's scientific and operational phases.
- Preparation of news releases, media advisories, stakeholder updates, feature stories, and short-form communications suitable for state agencies and media outlets.
- Creation of public-facing materials including website content, project summaries, fact sheets, infographics, diagrams, and visual communication products.
- Management of social media content related to the project, ensuring accuracy and consistency across platforms.
- Support for UCF leadership and scientific investigators in communicating project goals, progress, and findings.

##### **2. Project Management Deliverables**

- Development and maintenance of a communication-focused project schedule that aligns with scientific workflows, construction timelines, field monitoring windows, and deliverable deadlines.
- Coordination of weekly or bi-weekly meetings with the interdisciplinary research team, including agenda preparation, action tracking, and documentation.
- Maintenance of a detailed content production calendar synchronized with project milestones.

- Implementation of communication reporting structures, risk management and contingency planning, and cross-team coordination systems.

## Required Supplier Qualifications

To effectively support this project, Suppliers must demonstrate:

- **Experience supporting academic researchers**, particularly in translating scientific and technical content for varied public and policy audiences.
- **Demonstrated capability in PR strategy, audience analysis, message development, digital content creation, media relations, stakeholder communication, crisis communication planning, and content reporting.**
- **Demonstrated capability in Project Management**, including kickoff coordination, multi-stakeholder engagement, risk/contingency planning, timeline management, and ongoing communications tracking.
- **Experience working within a university environment**, including collaboration with university communications and government relations units.
- **Experience delivering communication support for long-duration, technically complex, multi-disciplinary projects** involving environmental, scientific, engineering, or public policy components.
- **Ability to dedicate named senior personnel** for the duration of the 36-month project, and capacity to scale their team appropriately across high-activity and maintenance periods.
- **A commitment to limit reliance on junior personnel** and ensure all public-facing communications are produced or supervised by experienced professionals.
- **Ability to operate within a fixed project budget** with no expectation of additional funding or expanded scope.

## Timeline and Expectations

The expected contract start date is February 15, 2026, or such other date as the University directs and the Contractor shall agree. The Supplier must be prepared to integrate rapidly into an active, interdisciplinary research environment, maintain consistent communication with the scientific team, and deliver high-quality PR and PM services that support scientific accuracy, stakeholder understanding, and public transparency throughout all phases of the project.

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

### 1.2 Contract Award

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

- A. UCF may reject any or all offers if such action is in UCF's best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, the Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when the Respondent's offer is not in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the proposer(s) whose offer may be deemed in the best interest of the university.
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. UCF is not obligated to make an award under or as a result of this solicitation.

### **1.3 UCF Environment**

The Restore Lagoon Inflow Research project brings together nine senior researchers from UCF and the Florida Institute of Technology, representing civil and environmental engineering, ecology, biology, sediment geochemistry, hydrodynamics, computer science, ecosystem modeling, environmental economics, and public administration. Scientific tasks include real-time water quality monitoring, environmental monitoring equipment deployment, nutrient and sediment analyses, submerged aquatic vegetation surveys, laboratory geochemical experiments, ecosystem and hydrodynamic modeling, and multi-season fish community assessments. The project will proceed through distinct phases: pre-construction monitoring, construction and installation of the pump system, one year of inflow operations, and a final year of post-pumping environmental monitoring.

Because the project is sponsored by the Florida Department of Environmental Protection, all communication and reporting must align with state expectations, grant deliverables, and the publication review requirements of sponsored research.

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

## **2.0 GENERAL CONDITIONS**

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

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**  
**3544 Perseus Loop #160975**  
**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.

<b>Date/Time</b>	<b>Action</b>
12/16/2025	Invitation To Negotiate advertised
1/5/2026	Last day to submit communications and/or inquiries in writing only; preferably by email to <a href="mailto:Brandon.Orofino@ucf.edu">Brandon.Orofino@ucf.edu</a> by 5:00 p.m. EST
1/12/2026	Responses to inquiries and Addenda
1/20/2026	Deadline for Offer submission at 3:00 p.m. EST (ITN opening)

## **2.3 Respondent Communications and/or Inquiries**

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s) that identify the conditions or requirements questioned by the Respondent. The Respondent also is to provide detailed justification for a change and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix I. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.

- B. Any Respondent disagreeing with any negotiable terms and conditions set forth in this ITN is to indicate in Appendix I, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement in his/her offer. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated they disagreed with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions may be automatically rejected.
- C. Failure to submit Appendix I and clearly indicate which terms and conditions the Respondent agrees and disagrees with (i.e., failure to initial the designated sections set forth in Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) and/or clear and detailed reasons for the disagreement, with the offer, may be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion, to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent may be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated in Appendix I, will always stay as they are, and any requested changes to such clauses may automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **January 5, 2026, 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 January 20, 2026, at 3:00 p.m. est via UCF's Bonfire Web Portal. For additional information, please refer to Appendix III: 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**

<b>Evaluation Criteria</b>	<b>Max Points</b>
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	20
2. PROJECT STAFF QUALIFICATIONS/EXPERIENCE	20
3. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE/ PROJECT APPROACH	25
4. OVERALL PRICING	25
5. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS ( <b>FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL</b> )	10
<b>Evaluation of Responses Point Total</b>	100

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

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

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist and advise the **Decision Maker** during his/her decision-making process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

- D. **Decision Maker** shall obtain approval from the University Board of Trustees to award a contract exceeding the President's Delegation of Authority, per Policy BOT-4.

## **2.9 Posting of Recommended Selection**

An intent to award will be posted within a reasonable time after the Procurement Services Department receives the decision maker's recommended award decision. The recommendation

to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties on the Procurement Services solicitations webpage and will remain posted for a period of seventy-two (72) hours.

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
  - 1. A written notice of intent to protest within seventy-two (72) hours of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
  - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
  - 1. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check, or money order made payable to UCF.
  - 2. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

## **2.10 Offer Validity Period**

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

## **2.11 Disposition of Offers; Florida Public Records Law Compliance**

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as "confidential," "proprietary," or "trade secret" will only be exempted from the "open records" disclosure requirements of Chapter 119, Florida Statutes if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as "confidential," "proprietary," or "trade secret" by a Supplier does not ensure that such materials will be exempt from disclosure. Respondents must identify specifically any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. A generic notation that information is "confidential" is not sufficient. Failure to provide a detailed explanation and justification including statutory citations and specific reference to your bid detailing what provisions, if any, the Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. In the absence of a specific Florida statute exempting material from

the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the Supplier of those same records as “confidential,” “proprietary,” or “trade secret.” The ultimate determination of whether a Supplier’s claim of “confidential,” “proprietary,” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

## **2.12 Economy of Presentation**

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

## **2.13 Restricted Discussions/Submissions**

From the date of issuance of the ITN until UCF takes final agency action, the Respondent shall not discuss the offer or communicate with any UCF employees, agents, representatives, evaluators or representatives of UCF except as expressly requested by UCF in writing. Violation of this restriction may result in REJECTION of the Respondent’s offer.

## **2.14 Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1 of this ITN that have been approved in writing by UCF’s President or the President’s designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed and received on a timely basis, i.e., not later than 5:00 p.m. est on December 19, 2025, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

## **2.15 State Licensing Requirements**

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

## **2.16 Parking**

The Respondent/Supplier(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University’s Parking Services Department, and parking permits must be

purchased by the Respondent/Supplier. The Respondent's/Supplier's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of the Respondent/Supplier or Respondent's/Supplier's employees. For additional parking information or information regarding parking fees/rates, contact the UCF Parking Services Department at (407) 823-5812 or online at <https://parking.ucf.edu>.

## 2.17 Definitions

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

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

**Contract/Agreement** – The formal bilateral agreement signed by a representative of the University and the Supplier which incorporates the requirements and conditions listed in this ITN and the Supplier's offer.

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

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

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

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

**Project Manager** – After contract award, a liaison from the user department will oversee the Contractor's performance and report as needed to the contract administrator. The Project Manager is **Jean Bagga**.

**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 **Jean Bagga**.

## **2.18 Procurement Rules**

- A. UCF has established for purposes of this ITN that the words “shall,” “must,” or “will” are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF’s sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- B. The words “should” or “may” are equivalent in this ITN and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of an offer but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF’s sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF’s sole discretion.



- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed in Appendix I. Failure to submit Appendix I with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF's sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent's errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF's sole discretion.

## **2.19 Force Majeure**

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

## **2.20 Limitation of Remedies, Indemnification, and Insurance**

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by the Respondent to limit the Respondent's liabilities to the State or to limit the State's remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.
- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law, and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. The Respondent(s)/Supplier(s)/ /Proposer(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of the Respondent(s)/Supplier(s)/ /Proposer(s), its employees, its agents or of others under the Respondent's/Supplier's/ Proposer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, the Respondent/Supplier/ Proposer also shall indemnify and hold harmless the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or

recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

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

1. **General Liability:** Supplier shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of the contract, Supplier will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.
2. **Auto Liability:** If Supplier operates a vehicle on campus for commercial use in the performance of this Contract (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](mailto: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 February 15, 2026 or such other date as the University directs and the Contractor shall agree, and shall end upon completion of the 3-year project. 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](mailto:gcounsel@ucf.edu), University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.**

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

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

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

systems of the public agency.

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

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

## **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 **Jean Bagga**.

## **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 University and Contractor must comply with all applicable provisions of: (i) the Vietnam Era Veterans' Readjustment Act of 1974, (ii) the Rehabilitation Act of 1973, and (iii) the rules, regulations, and relevant orders of the U.S. Secretary of Labor. **This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**
- 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 \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- D. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). The Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

## 2.37 Waiver of Rights and Breaches

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

### **2.38 Headings Not Controlling**

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

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

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

### **2.40 Employment of Aliens**

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

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

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

### **2.42 Travel Expenses**

The Respondent shall not under this ITN or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, the Respondent may be authorized to incur travel expenses payable by UCF

to the extent and means provided by Section 112.061, Florida Statutes and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.

## **2.43 Annual Appropriations**

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

## **2.44 Taxes**

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

## **2.45 Contractual Precedence**

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

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

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

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

## **2.47 Public Entity Crimes**

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

## **2.48 Work for Hire**



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

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

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

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

## **2.49 Export Control**

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

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

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

## **2.50 Nonnegotiable Conditions and Requirements**

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed in Appendix I of this document and identified with **\*\*non-negotiable\*\***. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix I with the offer constitutes grounds for rejection of the offer, and UCF shall have the right to reject said offer, at UCF's sole discretion.

## **2.51 Revised Quantities**

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

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

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

- A. Confidential information about Licensee's students is contained in records provided to and maintained by Licensors, and Licensors will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- B. Licensors are 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 UCF Policies**

To the extent applicable, Supplier shall comply with UCF policies (<http://policies.ucf.edu>).

### **2.55 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.

### **2.56 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.

## **2.57 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.

## **2.58 Employee Background Checks**

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

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

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

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

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

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

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

## **2.59 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 must be submitted via UCF's Bonfire Web Portal, as listed in Section 2.6.

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

##### **1. Proposals Format Requirements**

The Offeror's proposal shall comply with the following formatting standards:

##### **a. Page Limit**

- The narrative portion of the proposal shall not exceed eighteen (18) pages, including text and graphics.
- Attachments (e.g., resumes, organizational charts, required forms, letters of commitment, references) do not count toward the page limit.
- Graphics **included within the narrative** count toward the 18-page limit.

##### **b. Graphics and Tables**

- Graphics, tables, charts, and visual elements must be embedded within the body text and may not be submitted as separate attachments unless specifically required as an attachment (e.g., org chart, resumes, sample work).
- Any graphic submitted as an attachment will be considered an attachment only if explicitly required in Sections A–E.

##### **c. Spacing**

- The narrative shall be double-spaced, except for tables, headers, footers, and bulleted lists, which may be single-spaced.

##### **d. Font Size**

- All body text shall use a minimum 11-point font.
- Tables and graphics may use no smaller than 10-point font.

##### **e. Font Type**

- Acceptable fonts include Arial or Calibri only.
- Use of decorative, compressed, or narrow fonts is prohibited.

##### **f. Page Size and Margins**

- Standard 8.5" x 11" page size.
- Minimum 1-inch margins on all sides.

#### **g. File Format**

- Proposals shall be submitted as a single searchable PDF, with bookmarks corresponding to major sections.

#### **Required Proposal Organization**

The Respondent shall organize its proposal into the following major sections, in the order listed below:

**Section A – Minimum Qualifications**

**Section B – Experience and Qualifications of Proposer**

**Section C – Project Staff Qualifications / Experience**

**Section D – Overall Responsiveness to Scope / Project Approach**

**Section E – Overall Pricing**

**Section F – Conformance to ITN's Conditions and Requirements**

**Attachments** (not counted toward page limit)

- Resumes
- Organizational chart
- References
- Minimum qualifications documentation
- Letters of commitment
- Required UCF procurement forms

#### **A. EXPERIENCE AND QUALIFICATIONS OF PROPOSER (1-2 pages)**

Proposals must clearly demonstrate compliance with all Experience and Qualifications below.

##### **1. Relevant Experience (Required)**

The proposer must demonstrate prior experience providing public relations and/or project management services for scientific, technical, environmental, or academic research projects.

*Documentation Required:* At least two examples of comparable projects.

##### **2. Experience Working with Universities (Required)**

The proposer must show at least one engagement with a university involving communication of technical or scientific information.

*Documentation Required:* Client name, scope summary, and contact reference.

##### **3. Senior-Level Staff Assignment (Required)**

The proposer must identify a primary account lead with a minimum of five (5) years of relevant professional experience and must commit in writing that this individual will remain assigned to the project for its duration.

*Documentation Required:* Resume + commitment statement.

##### **4. Adequate Staffing Capacity (Required)**

The proposer must demonstrate sufficient staffing to support a multi-year engagement, including the ability to participate in weekly or bi-weekly coordination meetings and to meet project deadlines.

*Documentation Required:* Organizational chart or staffing plan.

##### **5. Ability to Perform Under a Fixed-Fee Contract (Required)**

The proposer must affirm its ability to perform services under a fixed-fee contract, with change orders allowed only at UCF's sole discretion.

*Documentation Required:* Written acknowledgment.

##### **6. Minimum Business Stability (Required)**

The proposer must have been in operation for at least three (3) years.

*Documentation Required:* Basic company information.

## **B. EXPERIENCE AND QUALIFICATIONS OF PROPOSER (3-5 pages)**

### **1. Overview and Relevant Experience**

Provide an overview and history of your company, including core service areas and organizational experience delivering public relations, strategic communications, and project management support for scientific, environmental, engineering, or academic research initiatives.

Describe your firm's demonstrated experience in projects similar in scope to those requested in Section 1.1, including:

- Translation of technical or scientific content into public-facing communications
- Long-term (multi-year) support for research, environmental, or state-funded projects
- Experience coordinating with interdisciplinary scientific teams (e.g., engineering, ecology, hydrology, geochemistry, computer science, modeling, economics, public administration)
- Experience supporting universities, research centers, or government agencies

Proposers should specifically address scientific communication expertise, including examples of producing accurate and accessible materials derived from technical data, modeling outputs, field research, or environmental analyses.

### **2. Current or Recent Similar Client Accounts**

Provide a list of client accounts within the United States that demonstrate the proposer's ability to deliver services of similar scope and complexity. Include:

- Client name
- Contact name, address, phone number, email
- Length of engagement
- Description of services provided and scientific/technical domains involved

Preference will be given to accounts involving technical, scientific, environmental, or academic communications, especially those incorporating multi-stakeholder coordination.

### **3. Lost Client Accounts (Past 5 Years)**

Provide a list of client accounts lost through early termination or non-renewal within the last five (5) years. Include:

- Client contact information
- Length of service
- Description of the scope provided
- Reason for loss

### **4. Organizational Structure and Ownership**

Provide:

- An organizational chart identifying leadership, divisions, and communication/PM teams
- A description of the corporate structure
- The chain of ownership up to the ultimate parent corporation and all subsidiaries
- A description of how the firm's organization supports multi-year projects requiring senior staffing continuity, cross-disciplinary communication, and scalable support

## **C. PROJECT STAFF QUALIFICATIONS / EXPERIENCE (3-4 pages)**

**1. Staffing Overview**

Provide the total number of employees and identify the individual(s) proposed for assignment to the UCF project. Include resumes detailing relevant experience. No more than 5% of project hours may be assigned to junior-level staff (defined as personnel with fewer than five (5) years of directly relevant industry experience).

Proposers must demonstrate the ability to allocate senior-level talent across the entire 36-month project period.

**2. Skill Sets and Responsibilities**

Clearly identify:

- The skill sets your team can provide
- A detailed breakdown of responsibilities for each team member relative to the project scope
- Whether subcontractors or sub-consultants will be used, and for which tasks

Include a description of expertise in scientific communication, data interpretation, content development, stakeholder engagement, risk communication, and project management.

**3. Experience Supporting Academic and Scientific Partners**

Demonstrate experience working with academic institutions or scientific research teams to communicate technical findings to a variety of audiences (e.g., policymakers, journalists, community stakeholders, scientific peers). Provide at least three references.

**4. Experience with UCF Communications and UCF Government Relations**

Provide prior experience, if any, working with UCF Communications, UCF Government Relations, or similar centralized university functions. Include examples demonstrating the ability to navigate state-level reporting requirements, university review protocols, and the logistical demands of a large public research university.

**5. Best Practices Across Public Relations and Project Management**

Describe your firm's best practices across:

- Strategic communications planning
- Message development and executive communication support
- Media relations and stakeholder engagement
- Web and interactive content development
- Crisis and risk communication
- Project kickoff, communication reporting systems, risk/contingency planning, and multi-stakeholder coordination
- Long-term project management for public-sector or science-focused clients

**6. Commitment of Primary Account Lead**

Provide a written commitment that the designated primary account lead will remain assigned to the project for the full contract duration (36 months).

Describe your continuity plan to ensure uninterrupted senior-level coverage.

**D. OVERALL RESPONSIVENESS TO SCOPE / PROJECT APPROACH (3-5 pages)**

**1. Understanding of University Requirements**

Demonstrate a comprehensive understanding of:

- The Restore Lagoon Inflow Research project's scientific, operational, and communication needs
- The interdisciplinary nature of the research team



- The requirements of Florida DEP–funded environmental research
- The necessity of accurate scientific translation and statewide public communication

## 2. **Methodology for Fulfilling Requirements in Section 1.1**

Describe your methodology for delivering all PR and PM services, including:

- Approaches to understanding and accurately communicating complex scientific concepts
- Processes for managing communications across multiple disciplines and institutions
- Plans for maintaining a communication calendar aligned with scientific workflows
- Mechanisms for internal quality assurance and iterative review with scientific personnel
- Risk communication and contingency planning for unexpected environmental or fieldwork events

## 3. **Approach**

Provide a clear description of how your firm will execute both a Phase I (assessment, discovery, and communication planning) and a Phase II (full-service implementation), including:

- Project management structure
- Frequency and structure of meetings with UCF and scientific teams
- Methods of communication tracking, documentation, and reporting
- Scalability during high-activity periods (e.g., pump installation, monitoring milestones, field campaigns)

## **E. OVERALL PRICING (1-2 pages)**

### 1. **Fixed Fee for All Phases**

Proposers must submit a single fixed fee that covers the complete scope of services for Phase I and Phase II, including all labor, deliverables, project management activities, communication products, and administrative costs associated with the full performance period.

This project is intended to be contracted as a fixed-price engagement, and pricing should reflect the proposer's full understanding of the scope as outlined in Section 1.1 and throughout this ITN.

### 2. **Understanding of Potential Change Order Factors**

Although the University intends this contract to be a fixed-price agreement with no change orders, the proposer must demonstrate an understanding of the specific and limited circumstances that could legitimately necessitate a change order under UCF policy and Florida procurement standards.

Proposers should include:

- A description of conditions that, in their professional experience, would constitute a material and unforeseeable change to scope
- The firm's internal process for identifying, documenting, and communicating such conditions
- An explanation of how the firm minimizes the likelihood of change orders through scoping accuracy, project controls, and risk management

Note: Change orders will only be considered at the University's sole discretion and only in cases where circumstances materially alter the original scope and could not reasonably have been anticipated.

### 3. **Billing Rates (For Reference Only)**

Proposers must provide billing rates for each category of personnel who would be assigned to the project. These rates will be used only if a University-approved change order occurs. Billing rates must be consistent with the senior-level team requirements described in

## Section B.

### 4. Ancillary Expenses

Proposers must list all anticipated ancillary expenses.

*Note: The University will not reimburse travel, meals, or lodging expenses. All such costs must be incorporated into the fixed fee.*

### 5. Budget Constraints

The University has established a fixed contract budget for this engagement.

- No additional funding will be provided for expanded scope, additional concessions, or unanticipated costs.
- Proposers must clearly demonstrate their ability to deliver all required services within the stated fixed fee and without reliance on change orders.
- Any proposed change orders must be formally reviewed and approved by the University in advance; absent University approval, no additional compensation will be issued.

### F. Conformance to ITN's Conditions and Requirements

- Failure to conform to ITN's mandatory conditions and requirements may result in rejection of proposal.

## 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 cited in section 2.2.

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

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

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

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

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

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

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

## APPENDIX II

### 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 III

### 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: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	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/212967>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jan 20, 2026 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 must be enabled. Browser cookies must be enabled.

#### Need Help?

University of Central Florida Procurement Services uses a Euna Procurement portal for accepting and evaluating proposals digitally. Please contact Euna Procurement at [support.bonfire@eunasolutions.com](mailto:support.bonfire@eunasolutions.com) for technical questions related to your submission. You can also visit their help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub/vendor-submission-support>

## APPENDIX IV

### MANDATORY REQUIREMENTS CHECKLIST

Number	Description	Yes	No
1	<p><b>Relevant Experience:</b> The proposer must demonstrate prior experience providing public relations and/or project management services for scientific, technical, environmental, or academic research projects.</p> <p>Demonstrated capability of PR strategy, audience analysis, message development, digital content creation, media relations, stakeholder communication, crisis communication planning, and content reporting.</p> <p>Demonstrated capability in Project Management, including kickoff coordination, multi-stakeholder engagement, risk/contingency planning, timeline management, and ongoing communications tracking.</p> <p>Experience delivering communication support for long-duration, technically complex, multi-disciplinary projects involving environmental, scientific, engineering, or public policy components.</p> <p><i>Documentation Required:</i> At least two examples of comparable projects.</p>		
2	<p><b>Experience Working with Universities:</b> The proposer must show at least one engagement with a university involving communication of technical or scientific information. <i>Documentation Required:</i> Client name, scope summary, and contact reference.</p>		
3	<p><b>Senior-Level Staff Assignment:</b> The proposer must identify a primary account lead with a minimum of five (5) years of relevant professional experience and must commit in writing that this individual will remain assigned to the project for its duration. A commitment to limit reliance on junior personnel and ensure all public-facing communications are produced or supervised by experienced professionals. <i>Documentation Required:</i> Resume + commitment statement.</p>		
4	<p><b>Adequate Staffing Capacity:</b> The proposer must demonstrate sufficient staffing to support a multi-year engagement, including the ability to participate in weekly or bi-weekly coordination meetings and to meet project deadlines. Ability to dedicate named senior personnel for the duration of the 36-month project, and capacity to scale their team appropriately across high-activity and maintenance periods. <i>Documentation Required:</i> Organizational chart or staffing plan.</p>		
5	<p><b>Ability to Perform Under a Fixed-Fee Contract:</b> The proposer must affirm its ability to perform services under a fixed-fee contract, with change orders allowed only at UCF's sole discretion. <i>Documentation Required:</i> Written acknowledgment.</p>		



6	<b>Minimum Business Stability:</b> The proposer must have been in operation for at least three (3) years. <i>Documentation Required:</i> Basic company information.		
7	<b>Page Limit:</b> The narrative portion of the proposal shall not exceed eighteen (18) pages, including text and graphics. Attachments (e.g., resumes, organizational charts, required forms, letters of commitment, references) do not count toward the page limit. Graphics <b>included within the narrative</b> count toward the 18-page limit.		
8	<b>Graphics and Tables:</b> Graphics, tables, charts, and visual elements must be embedded within the body text and may not be submitted as separate attachments unless specifically required as an attachment (e.g., org chart, resumes, sample work). Any graphic submitted as an attachment will be considered an attachment only if explicitly required in Sections A–E.		
9	<b>Spacing:</b> The narrative shall be double-spaced, except for tables, headers, footers, and bulleted lists, which may be single-spaced.		
10	<b>Font Size:</b> All body text shall use a minimum 11-point font. Tables and graphics may use no smaller than 10-point font.		
11	<b>Font Type:</b> Acceptable fonts include Arial or Calibri only. Use of decorative, compressed, or narrow fonts is prohibited.		
12	<b>Page Size and Margins:</b> Standard 8.5" x 11" page size. Minimum 1-inch margins on all sides.		
13	<b>File Format:</b> Proposals shall be submitted as a single searchable PDF, with bookmarks corresponding to major sections.		
14	<p><b>Required Proposal Organization:</b></p> <p>The Respondent shall organize its proposal into the following major sections, in the order listed below:</p> <p><b>Section A – Minimum Qualifications</b>  <b>Section B – Experience and Qualifications of Proposer</b>  <b>Section C – Project Staff Qualifications / Experience</b>  <b>Section D – Overall Responsiveness to Scope / Project Approach</b>  <b>Section E – Overall Pricing</b>  <b>Section F – Conformance to ITN's Conditions and Requirements</b></p> <p><b>Attachments</b> (not counted toward page limit)</p> <ul style="list-style-type: none"> <li>○ Resumes</li> <li>○ Organizational chart</li> <li>○ References</li> </ul>		

	<ul style="list-style-type: none"><li>○ Minimum qualifications documentation</li><li>○ Letters of commitment</li><li>○ Required UCF procurement forms</li></ul>		
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Company: \_\_\_\_\_

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

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

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