University of Central Florida

INVITATION TO NEGOTIATE

Contractual Services Acknowledgement Form

OFFERS WILL BE OPENED June 7, 2013 @ 2:00 PM
and may not be withdrawn within 120 days after such date and time.

SUBMIT OFFER TO:
PURCHASING DEPARTMENT
UNIVERSITY OF CENTRAL FLORIDA
12479 RESEARCH PARKWAY, BLDG. 600
ORLANDO, FL 32826
Phone:(407) 823-2661 – Fax (407) 823-5551
www.purchasing.ucf.edu

ITN NO:   1224LCSA

UNIVERSITY MAILING DATE:  April 26, 2013
ITN TITLE:  Beauty Care Services Operations

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME

REASON FOR NO OFFER

VENDOR MAILING ADDRESS

CITY - STATE - ZIP CODE

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida’s Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at http://regulations.ucf.edu/chapter7/index.html shall constitute a waiver of proceedings under that regulation.

Government Classifications

Check all applicable

□ African American  □ American Women
□ Asian-Hawaiian  □ Government Agency
□ Hispanic  □ MBE Federal
□ Native American  □ Non-Minority
□ Non-Profit Organization  □ Pride
□ Small Business Federal  □ Small Business State

GENERAL CONDITIONS

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. 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 authorized representative in the space provided above. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed. The company name and F.E.I.D. or social security number must appear on each pricing page of the proposal as required.

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

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 in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE
4. PRICES, TERMS AND PAYMENT: Firm prices shall be negotiated and include all services rendered to the purchaser.

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

(b) MISTAKES: Offerers 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 offerer’s risk.

(c) INVOICING AND PAYMENT: All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

Finance & Accounting
12424 Research Parkway, Suite 300
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at http://www.fa.ucf.edu/forms/forms.cfm#.

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

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

Vendor Ombudsman: A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.
UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 1224LCSA

FOR

Beauty Care Services Operations
# TABLE OF CONTENTS

## 1.0 INTRODUCTION

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Statement of Objective</td>
</tr>
<tr>
<td>1.2</td>
<td>Contract Award</td>
</tr>
<tr>
<td>1.3</td>
<td>UCF Environment</td>
</tr>
</tbody>
</table>

## 2.0 GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Authorized UCF Representative/Public Notices/UCF Discretion</td>
</tr>
<tr>
<td>2.2</td>
<td>Approximate Calendar of Events</td>
</tr>
<tr>
<td>2.3</td>
<td>Respondent Communications and/or Inquiries</td>
</tr>
<tr>
<td>2.4</td>
<td>Respondent’s Conference and Site Visit</td>
</tr>
<tr>
<td>2.5</td>
<td>Written Addenda</td>
</tr>
<tr>
<td>2.6</td>
<td>Offer Due/Opening Date</td>
</tr>
<tr>
<td>2.7</td>
<td>Section Not Used</td>
</tr>
<tr>
<td>2.8</td>
<td>Evaluation Criteria and Selection Process</td>
</tr>
<tr>
<td>2.9</td>
<td>Posting of Recommended Selection</td>
</tr>
<tr>
<td>2.10</td>
<td>Offer Validity Period</td>
</tr>
<tr>
<td>2.11</td>
<td>Disposition of Offer/Florida Public Records Law Compliance</td>
</tr>
<tr>
<td>2.12</td>
<td>Economy of Presentation</td>
</tr>
<tr>
<td>2.13</td>
<td>Restricted Discussions/Submissions</td>
</tr>
<tr>
<td>2.14</td>
<td>Verbal Instructions Procedure</td>
</tr>
<tr>
<td>2.15</td>
<td>State Licensing Requirements</td>
</tr>
<tr>
<td>2.16</td>
<td>Parking</td>
</tr>
<tr>
<td>2.17</td>
<td>Definitions</td>
</tr>
<tr>
<td>2.18</td>
<td>Procurement Rules</td>
</tr>
<tr>
<td>2.19</td>
<td>Force Majeure</td>
</tr>
<tr>
<td>2.20</td>
<td>Limitation of Remedies, Indemnification, and Insurance</td>
</tr>
<tr>
<td>2.21</td>
<td>Term of Contract</td>
</tr>
<tr>
<td>2.22</td>
<td>Cancellation/Termination of Contract</td>
</tr>
<tr>
<td>2.23</td>
<td>Assignment and Amendment of Contract</td>
</tr>
<tr>
<td>2.24</td>
<td>Independent Parties</td>
</tr>
<tr>
<td>2.25</td>
<td>Performance Investigations</td>
</tr>
<tr>
<td>2.26</td>
<td>Records</td>
</tr>
<tr>
<td>2.27</td>
<td>Public Records</td>
</tr>
<tr>
<td>2.28</td>
<td>Severability</td>
</tr>
<tr>
<td>2.29</td>
<td>Notices</td>
</tr>
<tr>
<td>2.30</td>
<td>Governing Law and Venue</td>
</tr>
<tr>
<td>2.31</td>
<td>Liaison</td>
</tr>
<tr>
<td>2.32</td>
<td>Subcontracts</td>
</tr>
<tr>
<td>2.33</td>
<td>Employment of UCF Personnel</td>
</tr>
<tr>
<td>2.34</td>
<td>Conflict of Interest</td>
</tr>
<tr>
<td>2.35</td>
<td>Equal Opportunity Statement</td>
</tr>
<tr>
<td>2.36</td>
<td>Waiver of Rights and Breaches</td>
</tr>
<tr>
<td>2.37</td>
<td>Headings Not Controlling</td>
</tr>
<tr>
<td>2.38</td>
<td>Employee Involvement/Covenant Against Contingent Fees</td>
</tr>
<tr>
<td>2.39</td>
<td>Employment of Aliens</td>
</tr>
<tr>
<td>2.40</td>
<td>Site Rules and Regulations</td>
</tr>
<tr>
<td>2.41</td>
<td>Travel Expenses</td>
</tr>
<tr>
<td>2.42</td>
<td>Annual Appropriations</td>
</tr>
</tbody>
</table>
2.43 Taxes
2.44 Contractual Precedence
2.45 Use of Contract by Other Government Agencies
2.46 Public Entity Crimes
2.47 Work for Hire
2.48 Export Control
2.49 Nonnegotiable Conditions and Requirements
2.50 Additional Quantities

3.0 REQUIRED OFFER FORMAT

3.1 Introduction
3.2 Offer Sections

4.0 OTHER REQUIREMENTS

APPENDIX I EVALUATION SCORING SHEET
APPENDIX II TERMS AND CONDITIONS
APPENDIX III CERTIFICATE OF NON-SEGREGATED FACILITIES
APPENDIX IV COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS
APPENDIX V STANDARD CONTRACTUAL AGREEMENT
1.0 INTRODUCTION

1.1 Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with a vendor to provide beauty care (i.e. hair, nail, waxing, threading, facials, and massage, etc.) services to the university community (students, staff, faculty primarily). The planned retail location will be located in the John T. Washington Center on the university’s main campus.

The ultimate goals for the university are:
A. Expanded beauty care services
B. Excellent quality of product and service
C. Business partner dedicated to on-going growth and development of the business
D. Retail location décor portraying a contemporary image
E. Innovative products and services (e.g. eco-friendly)

The contract will provide for normal services which could be expected at a salon and is expected to be for an initial period of five (5) years. To the extent permissible under applicable law, the agreement may be renewed at the conclusion of the initial period on a year to year basis based upon mutual agreement of both parties for up to three (3) years.

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

1.2 Contract Award

A. UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer represents the best value after evaluation in accordance with the criteria in this solicitation.
B. UCF may reject any or all offers if such action is in UCF’s best interest.
C. UCF may waive informalities and minor irregularities in offers received.
D. UCF reserves the right to evaluate an offer and award a contract without negotiations.
   Therefore, the offerer’s initial offer should contain the offerer’s best terms from a cost or price and technical standpoint.
E. UCF reserves the right to conduct negotiations with the highest ranked offerer(s).
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. A written notice of award will be sent to the successful respondent(s).

1.3 UCF Environment

The University of Central Florida, founded in 1963, is the second-largest university in the nation. Located in the East part of Orlando, Florida, UCF and its 12 colleges provide opportunities to 58,587 students, employs over 10,000 faculty and staff, and houses 6,147 students on a campus totaling 1,415 acres. Additionally, UCF has five regional locations that generate campus community and visitor traffic.
Generally, the busiest times of the year are during the Fall Semester running from early August through early December and the Spring Semester running from early January through early May. The Summer Semester runs from Mid-May through early August and does experience fewer students enrolled compared to the Fall and Spring Semesters.

The campus breaks for students occur between semesters. Typically, the breaks are two weeks in length except for the Winter Break (December), which lasts four weeks. These times represent the fewest number of students, staff, and faculty and should be considered slow business periods and be planned for accordingly by the Successful Proposer. The following is the university academic calendar for reference http://registrar.sdes.ucf.edu/calendar/academic/2013/spring/.

### Demographics Fall 2012 School Year

<table>
<thead>
<tr>
<th></th>
<th>Men</th>
<th>Women</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Undergraduates</td>
<td>23,139</td>
<td>27,829</td>
</tr>
<tr>
<td>Graduate</td>
<td>3,590</td>
<td>4,932</td>
</tr>
<tr>
<td>First Professional (Medical)</td>
<td>136</td>
<td>141</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>26,865</strong></td>
<td><strong>32,902</strong></td>
</tr>
<tr>
<td>Grand Total of Students</td>
<td>59,785</td>
<td></td>
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</tbody>
</table>

### University Diversity Profile

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Non-Resident Aliens</td>
<td>2%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>19%</td>
</tr>
<tr>
<td>African America</td>
<td>10%</td>
</tr>
<tr>
<td>Caucasian</td>
<td>59%</td>
</tr>
<tr>
<td>American Indian, Alaska Native</td>
<td>&lt;1%</td>
</tr>
<tr>
<td>Asian</td>
<td>5%</td>
</tr>
<tr>
<td>Native Hawaiian, Pacific Islander</td>
<td>&lt;1%</td>
</tr>
<tr>
<td>Multi-racial</td>
<td>2%</td>
</tr>
<tr>
<td>Not Specified</td>
<td>2%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Additional information available at: http://www.ucf.edu/about-ucf/
2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

Respondent’s response to this ITN and any communications and/or inquiries by Respondent during this ITN process must 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 and mailed/emailed to all Respondents. 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.

**Luis A. Aviles**
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
Email: luis.aviles@ucf.edu
PH: 407-823-2661
Fax: 407-823-5551

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted in UCF’s Purchasing Department, 12479 Research Parkway. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at which a vendor answers questions is exempt from s. 286.011 and s. 24(b), Art. 1 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 will issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

<table>
<thead>
<tr>
<th>Date/Time</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 26, 2013</td>
<td>Invitation To Negotiate advertised</td>
</tr>
<tr>
<td>April 26, 2013</td>
<td>Invitation To Negotiate released</td>
</tr>
<tr>
<td>May 13, 2013</td>
<td>Pre-Bid and Site Visit (see section 2.4)</td>
</tr>
<tr>
<td>May 20, 2014</td>
<td>Last Day to submit communications and/or inquiries in writing only; preferably by email to Luis A. Aviles; <a href="mailto:Luis.aviles@ucf.edu">Luis.aviles@ucf.edu</a></td>
</tr>
<tr>
<td>May 24, 2013</td>
<td>Responses to inquiries and Addenda, if any, mailed to Respondents</td>
</tr>
<tr>
<td>June 7, 2013</td>
<td>Deadline for Offer submission at 2:00 p.m. (ITN opening)</td>
</tr>
</tbody>
</table>

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 must provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent also must 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 II. 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 terms and conditions set forth in this ITN shall indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and shall provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all PRIOR TO the deadline stated in Section 2.2 “Calendar of Events.” UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF’s sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.

C. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. “Calendar of Events,” shall be grounds for rejection of that offer, at UCF’s sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF’s sole discretion to exercise its right to reject the tentative awardee’s offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.

D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all Respondents as specified in Section 2.1.

E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way must be submitted in writing to the individual identified in Section 2.1 not later than May 20, 2013 at 2:00 p.m. Eastern Time as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Respondent who is submitting the inquiry.
2.4. Respondents’ Conference and Site Visit

All Proposers interested in submitting a proposal for the operation of a beauty services business in the John T. Washington Center are required to attend a pre-proposal conference. One shall be held:

May 13, 2013
9:00 a.m.
UCF Purchasing Department
12479 Research Parkway Suite 600
Orlando, Florida 32826

Directions to UCF Purchasing are located at http://map.ucf.edu/?show=8121

It is beneficial that all questions be asked during the pre-proposal conference. All communications and/or inquiries must be made in writing, preferably by email, by May 20, 2013 at 2:00 PM as outlined in Section 2.2 Approximate Calendar of Events of this Request for Proposal.

UCF invites interested vendors to visit the campus and the location referenced in this proposal, but requests Proposers not enter the on-campus location as it is currently being utilized by the present vendor.

2.5. Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be mailed to all Respondents. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Respondent, dated and returned with the offer.

2.6. Offer/Proposal Opening Date

Respondent’s response to this ITN shall be prepared in accordance with Section 3.0, “Required Offer Format”. Offers are due at the time and date specified in Section 2.2, “Calendar of Events” and must be received by UCF’s Authorized Representative in UCF’s Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than 2:00 PM on June 7, 2013 according to the time clock in UCF’s Purchasing Department. Offers or amendments to offer that arrive after 2:00 PM on June 7, 2013 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time. At 2:00 PM on June 7, 2013, all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers.

If Respondent elects to mail in his/her offer package, the Respondent must allow sufficient time to ensure UCF’s proper receipt of the offer package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Respondent to ensure that the offer package arrives at UCF’s Purchasing Department no later than 2:00 PM on June 7, 2013.
Offers will be accepted up to, and no offers may be withdrawn after, the deadline for offer submission time and date shown above. Offers must be delivered in sealed envelopes clearly marked: **ITN 1224LCSA: Beauty Care Services Operations**. The offer must be submitted in six (6) copies; one (1) hard copy and five (5) electronic versions on either disc or thumb drive. Only one copy needs to contain original signatures of the Respondent’s authorized representatives on the document titled “INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM (Form ITN/CS).” The copy containing the original signature must be marked “ORIGINAL.”

2.7. **Section Not Used**

2.8. **Evaluation Criteria and Selection Process**

A. UCF reserves the right to conduct negotiations if the decision maker (Director of Business services or her written designee(s)) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.

B. UCF reserves the right to conduct negotiations with the highest ranked offerer(s). In the event the decision maker (Director of Business Services or her written designee(s)) determines it to be in UCF’s best interest to enter into negotiations, he/she after receiving the advice and consent of the Purchasing Director shall:

1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;
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 respondents, 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 evaluation committee in determining which offerer(s) to enter into negotiations; and
6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will invite the highest ranked offerer(s) falling within the desired competitive range to enter into negotiations.

C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee 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 Director of Business Services or her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the Director of Business Services or 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. This privilege shall be rescinded upon opening of the offers. After
offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member 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 evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER</td>
<td>35</td>
</tr>
<tr>
<td>2. ECONOMIC BENEFIT/COMMISSION PAID TO THE UNIVERSITY</td>
<td>35</td>
</tr>
<tr>
<td>3. VARIETY OF SERVICES, PRODUCTS, AND SCHEDULE OF FEES CHARGED TO CUSTOMERS AND ITS RELEVANCE IN SERVING ALL MEMBERS OF THE UNIVERSITY COMMUNITY</td>
<td>20</td>
</tr>
<tr>
<td>4. CONFORMANCE TO RFP’S PREFERRED CONDITIONS AND REQUIREMENTS</td>
<td>10</td>
</tr>
</tbody>
</table>

**Evaluation of Responses Point Total**

| Evaluation of Responses Point Total | 100 |

Each evaluation committee member must independently score, in writing, each offer on the form depicted in **APPENDIX I**. Each evaluation committee member shall enter comments, if any, regarding the offer and then sign the completed score forms and deliver them, in a sealed envelope, to **Luis A. Aviles**, who will forward copies to the **Director of Business Services**, or his/her designee. At the time of such delivery to **Luis A. Aviles**, the evaluation committee members shall cease to participate further in this ITN process unless expressly requested otherwise by **Director of Business Services**.

The **Director of Business Services** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and committee members’ scoring forms. While not bound to them, the **Director of Business Services** may give deference to the scoring forms. Based on what the **Director of Business Services** determines is in the best interest of UCF, the **Director of Business Services** 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 highest ranked respondent(s) or cancel the ITN.

The **Director of Business Services** may, at any time during this ITN process, assign one (1) or more UCF staff member(s) to assist the **Director of Business Services** review prior to his/her decision-making in this 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.

### 2.9. Posting of Recommended Selection

A recommendation to award will be posted at such time as the Purchasing Department provides notice of intended decision or until 30 days after a public opening of the offers, whichever is earlier. The
recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
   1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
   2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.

B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.

C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of $10,000 or 10% of UCF’s estimate of the total value of the offered contract, whichever is less. The form of the Protest Bond shall be a cashier’s check or money order made payable to UCF.

D. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10. Offer Validity Period

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

2.11. Disposition of Offers; Florida Public Records Law Compliance

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will only be exempted from the “open records” disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as “confidential”, “proprietary”, or “trade secret” by a vendor does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as “confidential”, “proprietary”, or “trade secret.” The ultimate determination of whether a vendor’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

2.12. Economy of Presentation

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is mandatory 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 announces its intent to negotiate, the Respondent shall not discuss the offer or any part thereof with any employee, agent, or representative of UCF except as expressly requested by UCF in writing. Violation of this restriction will result in REJECTION of the Respondent’s offer.

2.14. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF’s President or the President’s designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, i.e., not later than 2:00 PM on May 20, 2013, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15. State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting an offer in response to this ITN, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to UCF when submitting the offer. The successful Respondent, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITN, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such an offer, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Respondent is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Respondent shall contact the Florida Secretary of State’s Office at (904) 488-9000.

2.16. Parking

Respondent/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University’s Parking Services Department, and parking permits must be purchased by the Respondent/Vendor. Respondent’s/Vendor’s vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University’s parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Respondent/Vendor or Respondent’s/Vendor’s employees. For additional parking information or information regarding parking fees/rates, contact University’s Parking Services Department at (407) 823-5812 or online at http://parking.ucf.edu.
2.17. Definitions

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

**Respondent/Offerer/Vendor/Contractor** - Anyone who submits a timely offer in response to this ITN.

**Successful Respondent/Contractor** - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Payee”, “Offerer”, and “Vendor”).

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

**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 Scott Eberle.

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 shall not be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.

B. The words “should” or “may” are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF’s sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF’s sole discretion.

C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to submit Appendix II with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF’s sole discretion.

D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent’s errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF’s sole discretion.

2.19. Force Majeure

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

2.20. Limitation of Remedies, Indemnification, and Insurance

A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by Respondent to limit the Respondent’s liabilities to the State or to limit the State’s remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent’s offer.

B. As an agency of the State of Florida, UCF’s liability is regulated by Florida law. Except for its’ employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF’s liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

C. Respondent(s)/Vendor(s)/Payee(s)/Offerer(s) shall hold the University and the UCF Board of Trustees and the University’s officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Respondent(s)/Vendor(s)/Payee(s)/Offerer(s), its employees, its agents or of others under Respondent’/s/Vendor/s/Payee/s/Offerer/s’ control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offerer also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University’s officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University’s use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

For all purchases of $10,000 or below, Respondent/Vendor/Payee/Offerer will have and maintain types and amounts of insurance that at a minimum cover the Respondent’s/Vendor’s/Payee’s/Offerer’s (or subcontractor’s) exposure in performing a contract resulting from this ITN. For all purchases that exceed $10,000 (i.e. $10,000.01 and up) and/or all purchases that require a UCF Safe Form, Respondent/Vendor/Payee/Offerer shall have and maintain general liability insurance of one (1) million dollars and Respondent/Vendor/Payee/Offerer shall send a copy of his/her insurance certificate (prior to commencement of his/her performance or delivery hereunder) to the following address by email, fax or mail:

E-mail: ehs@ucf.edu
Fax: 407-823-0146
Mail: University of Central Florida
PO Box 163500
Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements,
UCF will inform the Respondent/Vendor/Payee/Offerer in writing in those particular circumstances. Unless UCF notifies a Respondent/Vendor/Payee/Offerer in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Respondent/Vendor/Payee/Offerer. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

University of Central Florida  
Board of Trustees  
4000 Central Florida Blvd.  
Orlando FL  32816  

D. WORKER’S COMPENSATION: During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Florida Statutes Chapter 440, with minimum employers' liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.21. Term of Contract

The contract resulting from this ITN, if any, shall commence on the first day of occupancy and shall end on May 1, 2018, with five (5) one-year renewal options as mutually agreed upon by both parties. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years.

2.22. Termination of Contract

UCF may terminate a contract resulting from this ITN without cause on thirty (30) days’ advanced written notice to the Payee. The parties to a resultant contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate a resultant contract immediately for breach by the other that remains substantially uncured after thirty (30) days’ advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination.

2.23. Assignment and Amendment of Contract

Neither the contract resulting from this ITN, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of UCF. Any contract resulting from this ITN may be amended only in writing signed by the Respondent and UCF with the same degree of formality evidenced in the contract resulting from this ITN.
2.24. Independent Parties

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Respondent shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

2.25. Performance Investigations

As part of its evaluation process, UCF may make investigations to determine the ability of the Respondent to perform under this ITN. UCF reserves the right to REJECT any offer if the Respondent fails to satisfy UCF that it is properly qualified to carry out the obligations under this ITN.

2.26 Records

The Respondent/Vendor/Payee/Offerer agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Vendor/Payee/Offerer to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent/Vendor/Payee/Offerer in conjunction with a resultant contract.

2.28. 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.

2.29. Notices

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, shall be hand delivered, or sent by 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.

2.30. 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.

2.31. Liaison

UCF’s liaison with the successful Respondent, if any, shall be the Scott Eberle.

2.32. Subcontracts

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may, with the prior written consent of UCF, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent’s response to this ITN. No subcontract shall be implemented or effective until approved in writing by UCF. No subcontract(s), which the Respondent enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

2.33. 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.

2.34. Conflicts of Interest

Acceptance of a contract resulting from this ITN shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of a contract resulting from this ITN.

2.35. Equal Opportunity Statement

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

A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.

B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
C. If the Respondent anticipates receiving $10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as APPENDIX III.

D. If the Respondent anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).

E. If the Respondent anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.

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

2.36. Waiver of Rights and Breaches

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

2.37. Headings Not Controlling

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

2.38. Employee Involvement/Covenant Against Contingent Fees

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

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

2.40. Site Rules and Regulations

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

2.41. Travel Expense

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

2.42. 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.

2.43. 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.

2.44. Contractual Precedence

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by University’s duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF’s Invitation To Negotiate (“ITN”) including all the University’s ITN specifications, and the Payee’s ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:
A. The Agreement/Contract;
B. University’s ITN and ITN specifications;
C. Respondent’s ITN response; and
D. Any other attached documents signed by the University’s official signatory at the time the Agreement/Contract is executed.

2.45. Use of Contract by Other Governmental Agencies:

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

2.46. **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.

2.47. **Work For Hire:**

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

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

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

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

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

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

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

2.49 Nonnegotiable Conditions and Requirements

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

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

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 attach the entire ITN and incorporate the ITN by reference.

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

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its negotiation. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent’s response to this ITN must be sent to UCF’s Authorized Representative at the address listed in Section 2.1 above.

3.2. Respondent/Offer Submittal Sections

I. Experience and Qualifications Of Proposer

A. UCF will require that the Successful Proposer have a minimum of five (5) years’ experience in managing a multi-station beauty services business. Include a photocopy of the salon owner’s valid cosmetology/barbering/message therapy and current business license. Also, include the name, date, location of seminars, workshops, and/or other professional related trade events attended during the last three years and information related to operator’s ability to meet the hairstyling and beauty services needs of a multi-cultural student/faculty population should be included. Mandatory requirements include current licensure of all professional staff by the State of Florida with prerequisites associated with such licensure.

B. Provide a list of similar operations and locations where you have operated beauty services and include the length of time you have operated the business.

C. Provide an organizational chart and plan for the proposed management and staffing of the business along with the years of experience of each staff member.

D. Provide an audited balance sheet of your last year of operation.

E. Describe your plan for marketing, advertising, promotions, and general approach to the services specified. Include unique promotions, training, staffing requirements, seminars, events, or other marketing activities that illustrate your commitment to customer service and growth.

F. Provide a detailed plan for the design, layout, and decor for the retail location. Include pictures, drawings, and description of décor.

G. Provide a detailed plan on how you would utilize the additional 659 SF in space 109 adjacent to 110.
H. Provide a detailed list of items that you will want the university to provide as part of the build out of the space and or a financial amount towards the build out.

II. Economic Benefit/Commission Paid to the University

A. Provide the commission rate you agree to pay to the University and any other financial incentives.
B. Provide any contribution to a university-endowed scholarship fund to support an endowment that will create annual scholarships including tuition, room & board, and other appropriate fees associated with seeking a Higher Education degree at UCF. Contributions to an endowment, or not, will neither advance nor hinder a responder’s bid.

III. Variety of Services, Products, And Schedule Of Fees Charged To Customers And Relevance In Serving All Members Of The University Community

A. Provide a detailed list of proposed services and schedule of fees for the salon services and salon proposed hours of operation. The salon hours of operation shall be developed to meet the needs of the UCF campus community throughout the year, including summer semester and between semesters. The university is especially interested in expanded beauty care services that offer a variety of treatments, services, and products to all members of the UCF community.
B. Describe any unique, innovative, or specialized services you will provide to the students, faculty, and/or staff.

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.purchasing.ucf.edu/. Any concerns with the provisions and clauses of the offered agreement should be addressed during the question and answer period sited in section 2.2.

A. Read and understand the Standard Agreement contract attached as Appendix V. The successful Proposer will be expected to sign an exact copy of the attached contract.

I. Campus Retail Location

For this on-campus location the Successful Proposer shall be responsible for providing all software, equipment and fixtures as may be necessary for the successful provision of an on campus Beauty Care Service. The Successful Proposer shall be responsible for custodial and normal maintenance and repairs such as, but not limited to, equipment, painting, light bulbs or lamp replacements, ceiling tile replacement, wall treatments, window treatments, semi-annual carpet cleaning, additional electrical outlets and phone lines, and so forth. The Successful proposer shall adhere to the highest standards of cleanliness and sanitary practices. The Successful Proposer will be responsible for all utility costs such as, but not limited to, electric, voice, and data services associated with the Beauty Care Service location. The University shall not guarantee an uninterrupted supply of water, electricity or A/C, heat except that it shall be diligent in restoring service following interruption. The University shall not be liable for any loss which may result from the interruptions or failure of any such utility services. The University will make certain allowances for frontage, interior and/or exterior changes, and the combining with adjacent unit. The University will be responsible for common area maintenance. Trash must be disposed of in the university provided dumpster located behind the building by the Bookstore receiving dock. All deliveries must be received at the retail location.
II. Card System

A. The Successful Proposer must participate in the University’s card system. This card system provides a cashless debit transaction payment system for the purchase of retail products and services, vending snacks, food, and beverages on the UCF Campus. In most situations, card transactions are provided through readers that allow users to make purchases electronically with a swipe or insertion of a card. UCF cards are currently accepted at the majority of other retail or non-academic venues across campus, including on-campus facilities such as the University Bookstore, dining facilities, laundry facilities, convenience copiers, and printer services. Currently, most beverage and snack vending machines are equipped to accept the UCF Card. The card is operated within Business Services and is a campus wide system. Proposer will pay a 3% transaction fee on all purchases made by the UCF Card.

B. The Successful Proposer is responsible for leasing, on a monthly basis, the UCF card reader(s) from UCF Card Services; network (if required) to those readers; and for all associated costs. The successful Proposer is also liable for any maintenance or repair to the card equipment, or its infrastructure, that is necessary due to any negligence on behalf of the Proposer or its representatives.

C. UCF Card Services will provide the Successful Proposer with a username and password to access transactions on their online Knight Cash account. An ACH payment (less 3% transaction fee) will be made to the Successful Proposer’s bank account for transactions made from the 1st through the 15th of the month and again for transactions made from the 16th to EOM.

III. Debit/Credit Capability

A. Additionally, the Successful Proposer will be responsible for ensuring that the retail location is equipped with Debit/Credit capability.

IV. Products and Services

A. The Successful Proposer shall provide cost effective, high quality products and service solutions that meet the needs of the University community.

B. The Proposer shall provide a proposed list of beauty care services that includes the price to the consumer.

C. The Successful Proposer shall be responsible for compliance with all federal, state and local laws and regulations governing the provided services and keep in effect all necessary licenses and permits as required by law.

V. Commissions

Proposer must describe how it would compensate the University for this Competitive Solicitation, as well as detail any applicable charges or fees, and cost benefits to the University. Proposer must specifically describe beauty care service commissions, charges, costs, and types of discounts or cost benefits being offered to the University and any other related financial data for consideration. The commissions must be based on the gross sales of Products less the sales tax paid to the State by the Proposer on the sale of the products to the consumers. If the Proposer offers varying commission rates per product type, the Proposer must clearly state the rate structure, and provide the rationale for such a
rate structure in its Proposal. Proposer shall submit a proposal outlining the commission structure for each year of the Contract. In the event the Contract is extended for additional years the university and the successful vendor will agree to negotiate the terms of the extension with regards to the commission structure.

The University anticipates a minimum between 12% and 17% of Gross Sales based upon total build out allowances of the retail location.

VI. Payments/Reports/Records/Retention

A. Payment and Monthly Operation Reports - The Successful Proposer will pay the University the commission percentage on or before the 15th day of the end of the month, and accompany this payment with monthly reports, which will include, at a minimum, the following information:
   - Gross revenue per sales category
   - Tax amounts paid to the State
   - Commission amount paid

B. Annual Report - The Successful Proposer will maintain separate accounting records for its operations conducted at the University as a result of the Contract. At the end of each Contract Year, and at the end of the Contract if terminated early by either party, the Proposer will furnish the University, at a minimum, a summary of the Sales and Commission paid for each month of that Contract Year on the UCF Campus, no later than 30 days after the end of the Contract Year or effective date of termination. The Successful Proposer will keep the related accounting records on file at the Proposer’s office for accessibility and for review or audit upon UCF’s request.

C. Reconciliation - The Successful Proposer must reconcile the reports on sales; UCF Student Card, debit card and credit card transactions; and cash collected on a regular basis. Proposer must state in its Proposal the frequency in which it will reconcile such reports.

D. Retention of Records and Audits - The Successful Proposer is strictly accountable for all receipts, disbursements, collections, refunds, delinquency and any applicable reports related to operations and will reconcile these records and reports with the designated Business Services Representative as required. The Proposer must keep these accounting records on file at the Proposer’s office for accessibility and for review or audit upon demand with or without prior notification by UCF for the term of the Contract and for three (3) years thereafter.

E. Additional Reports or Data - The University may request additional data or reports, the Successful Proposer must provide requested data and reports in a reasonable amount of time. If permanent changes need to be made in the data included in the monthly reports because additional information is required, the Successful Proposer will collect and provide such data and/or reports to the University on a continued basis.

F. Meetings - No later than two months after the end of proposer’s fiscal year of operation, the Successful Proposer will provide an overview outlining the previous year’s performance, national, regional, and local trends, and performance goals for the upcoming year. In addition the University and the Successful Proposer will have quarterly-scheduled meetings to discuss performance, service and/or operational issues that need to be addressed.

VII. Proposed Location

The location for this proposed retail business is in the John T Washington Center (JTWC), which is at the heart of campus. The JTWC is a single-story covered shopping area adjacent to UCF’s other busiest
building, the Student Union. With its prime location, large anchor (the university book store), and other successful tenants, the JTWC caterers to an average of 35,000 to 40,000 visits per day *(the latest traffic study was completed in 2009 and is dependent upon the semester calendar)*.

The surrounding area experiences the majority of pedestrian foot traffic at the university. Angel Plaza, the area directly outside the JTWC and Student Union, is where many of the 350 registered student organizations hold a weekly tent event turning it into a highly activated gathering place.

Other tenants in the center include Chick-fil-A, GameStop, Crime Prevention and Community Outreach, UCF Federal Credit Union, The Spot (full service print & graphic design), and, the University’s banking partner, Fairwinds Federal Credit Union.

The proposed space (Unit 110) would be in the center of to the JTWC with an approximate square footage of 554 square feet and the possible option of combining the adjacent space (Unit 109) for an additional 659 square feet bringing the total potential square footage to 1,213.

Map of campus
John T. Washington Center Layout and Enhanced View of Unit Location
John T. Washington Center Photos

Photo A: South entrance
Photo B: View of campus bookstore from South entrance

Photo C: Inside North Entrance
Photo D: North Entrance

Photo E: Area between the JTWC and the Student Union on Wednesday’s Market Day Event
APPENDIX I
EVALUATION SCORING SHEET

NAME OF RESPONDENT COMPANY ____________________________________________

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:
1. Evaluate each offer on a separate form.
2. Work independently and do not discuss the Offers or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a sealed envelope to the Purchasing Representative named in section 2.1.

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Total Points: 100

Comments, if any:

EVALUATOR’S NAME ____________________________________________
EVALUATOR’S SIGNATURE ____________________________________________
DATE __________________________________________________________
The sections set forth below must each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF’s sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any term or condition of this ITN shall act to resolve the difference prior to the deadline for inquiries, as noted in this ITN. A Respondent’s disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

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RESPONDENT COMPANY NAME____________________________________

AUTHORIZED SIGNATURE ______________________________________

TITLE __________________________________________________________

DATE  __________________________________________________________
APPENDIX III

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, __________________________________________ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

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

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

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

NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.
SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting
agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

(1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

RESPONDENT COMPANY NAME____________________________________

AUTHORIZED SIGNATURE ______________________________________

TITLE __________________________________________________________

DATE __________________________________________________________
APPENDIX IV

COMPLIANCE AND
CERTIFICATION OF GOOD STANDINGS

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract. Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF’s sole discretion.

CERTIFICATION

I certify that the company submitting an offer under this solicitation in is 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 V

CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN) #: ___________ 

ENTITLED: ______________________ (IF APPLICABLE)

Between

UNIVERSITY OF CENTRAL FLORIDA AND (COMPANY NAME).

This Agreement is entered into and effective as of the date of the last signature hereto, by and between the University of Central Florida, on behalf of its Board of Trustees (“University” or “UCF”), and (Company Name) (“Payee”). The parties agree as follows:

1. ACKNOWLEDGMENT. Payee acknowledges that:
   A. The University is a public entity of the State of Florida;
   B. The University is exempt from federal and Florida taxes;
   C. 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 and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF’s liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

2. DESCRIPTION OF SERVICES. The Payee is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment “A” to this Agreement, which is incorporated herein for all purposes. Units of deliverables, if any, for such services/goods are stated in Attachment “A”. Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment “A”.

3. TOTAL AMOUNT OF AGREEMENT. The total amount of this Agreement shall not exceed _____ [Insert amount], in accordance with UCF ITN/ITB No. _______________ (if applicable).

4. SOURCE OF PAYMENT. If applicable, payments to Payee under this Agreement shall be paid out of the University’s account N/A.

5. PERFORMANCE CRITERIA. Criteria, if any, and the final date(s) by which such criteria must be met to complete this Agreement are described in detail in Attachment “B,” which is incorporated herein for all purposes. Such criteria, if any, shall be met in accordance with the schedule set forth in Attachment “B”.

6. PERIOD OF PERFORMANCE. The Payee shall commence performance of the terms of this Agreement on ________________ , 20____, and shall end his/her performance of this Agreement on ________________ , 20____. The University may renew/extend this Agreement, as mutually agreed to by both parties.
7. **PAYMENT.**

   A. The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University’s receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.

   B. Advance payment for goods and services shall not be made except in accordance with applicable Florida law.

   C. The University shall not be bound to any prepayment penalty clauses.

   D. Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for Payee.

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

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

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

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

11. **BILLING.** The University shall only submit payment to the Payee, if Payee has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. Payee shall deliver the invoices to UCF’s Finance and Accounting Department, unless Payee has been otherwise instructed by the University. The Payee must display the applicable purchase order number on the face of each of Payee’s invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If Payee’s invoice lists any freight or cartage charges, such invoice must attach all of Payee’s receipted transportation bills.

12. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Payee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Payee in conjunction with this Agreement. UCF also may terminate this Agreement without cause on thirty (30) days’ advanced written notice to the Payee. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after thirty (30) days’ advanced written notice to the
breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.

13. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

14. **EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department’s Office of Foreign Asset Controls (OFAC), in the performance of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations. The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate this Agreement. The Payee understands and agrees that to the extent the Payee’s personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U.S. government approval.

15. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of this Agreement.

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

17. **EMPLOYMENT OF ALIENS.** Payee’s employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.

18. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF’s reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF’s reasonable control, any dates or times by which UCF is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.

19. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.

20. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.

21. **INDEMNIFICATION.** Payee shall hold the University and the UCF Board of Trustees and the University’s officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Payee, its employees, its agents or of others under Payee’s control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, Payee also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University’s officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University’s use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

22. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.

23. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.

24. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.
25. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.

26. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University’s duly authorized signatory when such performance is delayed or prevented by any cause beyond the party’s or parties’ control. This Agreement and any attachments and addenda hereto executed by the University’s duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.

27. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

   For UCF: 

   For Payee:

28. **PARKING.** The Payee shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University’s Parking Services Department, and parking permits must be purchased by the Payee. Payee’s vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University’s parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Payee or Payee’s employees. UCF’s Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.

29. **WORK FOR HIRE.** Any work specifically created for the University under this Agreement by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a “work for hire.” All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire,” the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University’s satisfaction and are subject to the University’s approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee’s expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee’s services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF
Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys’ fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University’s order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee’s agreements or representations and warranties herein.

30. **PUBLIC RECORDS.** The Agreement may be canceled unilaterally by the University for refusal by the Payee 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 Payee in conjunction with the Agreement.

31. **RECORDS.** The Payee agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Payee.

32. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.

33. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Payee must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and, (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

34. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

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

36. **PAYEE INSURANCE.** For all purchases under this Agreement of $10,000 or below, Payee will have and maintain types and amounts of insurance that at a minimum cover the Payee’s (or subcontractor’s) exposure in performing this Agreement. For all purchases that exceed $10,000 (i.e. $10,000.01 and up) and/or all purchases that require a UCF Safe Form, Payee will have and maintain general liability insurance of one (1) million dollars and Payee shall send a copy of Payee’s insurance certificate (prior to commencement of Payee’s performance or delivery hereunder) to the following address by email, fax or mail:

e-mail: ehs@ucf.edu
Fax: 407-823-0146
Mail: University of Central Florida
      PO Box 163500
      Orlando FL  32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF’s sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Payee in writing in those particular circumstances. Unless UCF notifies a Payee in
writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Payee.

37. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is signed by an attorney in the University’s General Counsel’s Office and an authorized UCF signatory. Payee shall return this Agreement to the University’s Purchasing Department at once with a written explanation if it is not acceptable in its entirety.

38. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Payee, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Payee to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

39. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University’s duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University’s ITB/ITN, if any, including all the University’s ITB/ITN specifications, and the Payee’s ITB/ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:

   A. This Agreement;
   B. The University’s ITB/ITN and ITB/ITN specifications, if any;
   C. Payee’s ITB/ITN response; and
   D. any other attached documents signed by the University’s official signatory at the time the Agreement is executed.

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**UNIVERSITY OF CENTRAL FLORIDA**

**Signature:**

**Printed:** Gregory Robinson

**Title:** Director of Purchasing

**Date:**

---

**COMPANY NAME**

**Signature:**

**Printed:**

**Title:**

**Date:**

**Address:**

**Telephone:**

**Facsimile:**

**FEID#/SS#:**
ATTACHMENT “A” PRICE SCHEDULE

If applicable, divide the Agreement into units of deliverables including, but not limited to, reports, findings and drafts that must be received by a stated date and accepted in writing by the University before payment.
In accordance with the University of Central Florida’s ITN/ITB No. _______ and Payee/vendor response.
ATTACHMENT “B” PERFORMANCE CRITERIA

If applicable, describe in sufficient detail performance criteria that must be achieved by a stated date and accepted in writing by the University before payment.