

SOLICITATION NUMBER		UNIVERSITY DATE OF ISSUE		THE FLORIDA STATE UNIVERSITY	
SOLICITATION TITLE		COMPETITIVE SOLICITATION			
RESPONSES WILL BE OPENED AT		ACKNOWLEDGEMENT FORM			
and may not be withdrawn within 45 days after such date and time		Submit Responses To		FLORIDA STATE UNIVERSITY PURCHASING SERVICES A1400 UNIVERSITY CENTER TALLAHASSEE, FLORIDA 32306-2307 (850) 644-6850	
CORPORATE CHARTER NUMBER		F.E.I.D./S.S.NO		Responses not received at the exact above location, by the appointed hour and date, will not be considered	
PLEASE FILL IN COMPLETE VENDOR NAME AND ADDRESS				REASON FOR NO RESPONSE	
DELIVERY WILL BE			CASH DISCOUNT TERMS		
AREA CODE		TELEPHONE NO			
		FAX NO			
Email Address: _____				Web Address: _____	
AUTHORIZED SIGNATURE (MANUAL)					
AUTHORIZED SIGNATURE (TYPED) TITLE					

GENERAL CONDITIONS

SOLICITATION RESPONSE SUBMISSION: All responses must contain this Acknowledgement Form with a manual signature (or a facsimile) in the appropriate space above. Responses must be typed except for those areas where the solicitation specifically allows hand written entries. If submitted by mail, do not include more than one response in an envelope. The face of the envelope shall contain the above address, the date and time of the response opening and the solicitation number. Responses not submitted on any attached response form or in another specified media may be rejected. Any manual changes made to a solicitation price must be initialed. All responses are subject to the conditions specified herein. Any response that does not comply with these conditions will be rejected.

- SOLICITATION RESPONSE DELIVERY:** Responses must be delivered and available to be publicly displayed at the address, date and time specified above unless the solicitation specifically states otherwise. The clock in the lobby of the Purchasing Department shall be the official timepiece for determining if a response has been received in a timely manner. Responses, which for any reason are not available at this location by the prescribed time and date, will not be considered. It is the responder's responsibility to assure that his response is delivered on the correct date and time and at the specified location. If the solicitation specifications specifically allow submission by fax, the date and time indicated on the University Right Fax Server as the time received will be the official date and time of the response's receipt. Delivery of a response to the University Post Office or any other place on the University campus is not acceptable. Timely delivery of the response itself to the specified location is required. Offers by telephone are not acceptable under any circumstances.
- NO RESPONSE SUBMITTED:** If not submitting a response to this solicitation, respond by returning only this acknowledgement form with the statement **"NO RESPONSE"** written on it and a brief explanation in the space provided above. Failure to respond to a Solicitation by not returning a response or this acknowledgement form may result in removal of your firm from the University's Competitive Solicitation bidder database. To qualify as a respondent, vendor must submit a **"NO RESPONSE"** and it must be received no later than the stated display date and time.
- PRICES, TERMS and PAYMENT:** Prices offered shall be firm and include all packing, handling, shipping charges and delivery to the destination shown herein.
 - TAXES:** Florida State University does not pay Federal Excise or Florida Sales Tax on direct purchases of tangible personal property. The appropriate exemption number will be printed on the face of the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property or service in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.
 - DISCOUNTS:** A cash discount for prompt payment may be offered. However, such discounts shall not be considered in determining the lowest net cost for response evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of a correct invoice at the office specified, whichever is later. Responders are encouraged to reflect cash discounts in the unit prices proposed.
 - MISTAKES:** Responders are expected to examine the specifications, delivery schedule and all instructions pertaining to supplies and services. Failure to do so will be at Responder's risk. In case of a mistake in extension, the unit price will govern.
 - CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this competitive solicitation shall be a new, current standard production model available at the time of this response. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - SAFETY STANDARDS:** Unless otherwise stipulated in the Competitive Solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the competitive solicitation, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.
 - INVOICING AND PAYMENT:** All payments made by the University are subject to University Policy and Rules as approved by the University's Board of Trustees. It is the policy of the University that a valid invoice, which includes the Purchase Order number, shall be provided and approved for payment not later than 40 days after receipt of the invoice and receipt, inspection, and approval of the goods or services; except in the case of a bona fide dispute the voucher shall contain a statement of the dispute and authorize payment only in the amount not disputed. All payments shall be disbursed within 40 days after approval for payment. Approval and inspection of goods or services shall take no longer than five (5) days unless the bid specifications, purchase order, or contract specifies otherwise. The 40-day payment requirement may be waived in whole or in part by the University Controller on a showing of exceptional circumstances in accordance with rules of the University. For the purposes of determining the receipt of invoice date, the department is deemed to receive an invoice on the date in which a proper invoice is first received at the location designated by the University. Payments not made on a timely basis are subject to an interest penalty payment at a rate established annually by the Chief Financial Officer of the State of Florida

as prescribed in Section 55.03(1), Florida Statutes. It will be on the unpaid balance from the expiration of such 40-day period until such time as the payment is issued to the vendor. Such interest shall be added to the invoice at the time of submission to the Controller for payment whenever possible. To obtain the applicable interest rate contact the Payables & Disbursement Services at (850) 644-5021. Invoices returned to vendor due to errors will result in payment delay. Interest penalties of less than \$1.00 will not be paid unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the University. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University, may be contacted (by calling the FSU Purchasing Services Department at (850) 644-6850.

- DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the university, Monday through Friday, unless otherwise specified.
- MANUFACTURER'S NAMES, APPROVED EQUIVALENTS, BEST VALUES, OR SOLUTIONS:** Any manufacturers' names, trade names, brand names, or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive, and responses are invited on comparable brands or products of any manufacturer. The responder may offer any equivalent brand or product that meets or exceeds the specifications for an item(s). However, a Responder shall not be allowed to offer more than one brand or equivalent product on any one item. It is the Responder's responsibility to select the single equivalent brand or product that his/her firm sells which meets all specifications and is the lowest in cost. If a responder offers more than one equivalent brand or product on an item, only the equivalent brand or product offering the lowest response shall be considered. If an offer is based on an equivalent brand or product, the manufacturer's name and number must be indicated on the response form. Responder shall submit with the response cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous response will not satisfy this provision. The Responder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. In addition, if a responder has more than one best value or solution for a Request for Proposal or Invitation to Negotiate, they should base their offer on the best value or solution that meets the University's requirements in the written phase of the solicitation process. Florida State University reserves the right to determine acceptance of item(s) as an approved equivalent or best values and solutions. Responses which do not comply with these requirements are subject to rejection. Responses lacking any written indication of intent to offer an alternate brand will be received and considered in complete compliance with the specifications as listed on the solicitation form. The Director of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the University unless evidenced by an addendum issued by the Purchasing Department.
- CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All respondents must disclose with their response the name of any officer, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all respondents must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in the respondent's firm or any of its branches.
- AWARDS:** The University reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all responses or waive any minor irregularity or technicality in responses received. When it is determined there is competition to the lowest responsive responder, evaluation of the other responses is not required. Responders are cautioned to make no assumption unless their response has been evaluated as being responsive.
- ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the university, the right is reserved to acquire additional quantities up to the amount shown on the solicitation, but not to exceed \$75,000, at the prices listed on the response to this competitive solicitation. If additional quantities are not acceptable, the response sheets must be noted "RESPONSE IS FOR SPECIFIED QUANTITY ONLY."
- SERVICE AND WARRANTY:** Unless otherwise specified, the responder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Responders must explain on an attached sheet to what extent warranty and service facilities are provided.
- SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before solicitation opening time and date, and if not destroyed, may, upon request, be returned at the responder's expense. Each individual sample must be labeled with responder's name,

manufacturer's brand name and number, solicitation number and item reference. A request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your response. If instructions are not received within this time, the commodities shall be disposed of by Florida State University.

11. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail testing, the University may require the respondents to reimburse the University for all costs incurred by the University in connection with the examination. The data derived from any test for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Items delivered which do not comply with the competitive solicitation specification and items not delivered as per delivery date in solicitation and/or purchase order may result in responder being found in default. In which event, any and all procurement costs may be charged against the defaulting vendor. Any violation of these stipulations may also result in respondent's name being removed from the Purchasing Department's vendor distribution list.

12. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at the destination location unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the vendor named on the purchase order until accepted by the University, unless loss or damage results from negligence by the University. The vendor named on the purchase order shall be responsible for filing, processing and collecting all damage claims. However, to assist vendor in the expeditious handling of damage claims, the University will:
(a) Report any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
(b) Report damage (visible and concealed) to the carrier and contract respondent, confirming such reports in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.

13. INTERPRETATIONS/DISPUTES: Any questions concerning solicitation conditions and specifications shall be directed in writing to the Purchasing Services Department for receipt by the date specified in the Calendar of Events. If no date is shown, then no later than five (5) days prior to the solicitation opening unless otherwise indicated in the solicitation document. Inquiries must reference the date of solicitation opening and solicitation number. No interpretation shall be considered binding unless provided in writing by the University in response to a request in full compliance with this provision.

14. NOTICE OF SOLICITATION BONDING REQUIREMENT: Any person who files an action pursuant to BOG Regulation 18.002, protesting a decision or intended decision pertaining to a solicitation, shall at the time of filing of the formal protest, post with the University, a bond payable to the University in an amount equal to: 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the contractor filing the protest action. In lieu of a bond, the University will accept a cashier's check or money order in the amount of the bond. Failure of the protesting contractor to file the required bond, cashier's check or money order at the time of filing the formal protest shall result in the denial of the protest.

15. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this response prior to their delivery, it shall be the responsibility of the successful responder to notify the university at once, indicating the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense at the University.

16. LEGAL REQUIREMENTS: Applicable provisions of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all responses received in response hereto and shall govern any response by The Florida State University by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any responder shall not constitute a cognizable defense against the legal effect thereof.

17. PATENTS AND ROYALTIES: The Contractor warrants that as to each Deliverable produced pursuant to this Contract, Contractor's production of the Deliverable, and the University's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C Sections 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants that:

- (a) As to each work of software or other "information technology", as defined in s.287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable;
- (b) As to each image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.

Intellectual property is subject to the following additional provisions:

- (a) Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of The Florida State University and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
- (b) With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the University pursuant to s. 1006.39, F.S., on behalf of the State of Florida.
- (c) In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
- (d) The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the University or a purchase by the University under a State Term Contract.
- (e) The University shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 1. The written source code;
 2. The source code files;
 3. The executable code;
 4. The executable code files;
 5. The data dictionary;
 6. The data flow diagram;
 7. The work flow diagram;
 8. The entity relationship diagram; and
 9. All other documentation needed to enable the University to support, recreate, revise, repair, or otherwise make use of the software.

The responder, without exception, shall indemnify and save harmless The Florida State University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the

performance of any purchase order resulting from this solicitation, including its use by The Florida State University. If the responder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the response price shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

18. ADVERTISING: In submitting a response, responder agrees not to use the results therefrom as a part of commercial advertisement.

19. ASSIGNMENT: Any Contract issued pursuant to this solicitation and the monies which may become due hereunder are not assignable except with the prior written approval of the University.

20. LIABILITY: The responder shall hold and save The Florida State University, its officers, agents, and employees harmless against claims by third parties resulting from the responder's breach of negligence in connection with any purchase order resulting from this solicitation.

21. FACILITIES: The University reserves the right to inspect the responder's facilities during normal business hours with prior notice.

22. DISQUALIFICATION OF RESPONDER: Only one response from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a responder is involved in more than one response for the same item will be cause for rejection of the highest response in which such responders are believed to be involved. Any or all responses will be rejected if there is reason to believe that collusion exists between responders. Responses in which the prices obviously are unbalanced will be subject to rejection.

23. FLORIDA RESPONDER: Awards will be made in accordance with the Florida economic development laws enacted by the Florida Legislature which grants price preferences whose "principle place of business" is the State of Florida and in accordance with current FSU Board of Governors Purchasing Regulations.

24. POSTING OF SOLICITATION RESPONSE TABULATIONS AND NOTICE OF PROTEST: A Response Tabulation with recommended award(s) will be posted at the Purchasing Services Department website for review by interested parties shortly after the scheduled opening date of this Competitive Solicitation, and will remain posted for a period of 72 hours, not including Saturdays, Sundays and Holidays. Any person who is affected adversely by the University's decision or intended decision in connection with this solicitation shall file a written "Notice of Protest" with the Director of Purchasing within 72 hours after the hour and date listed on the "Competitive Solicitation Tabulation" as the "Posting Time Date." A "Notice of Protest" is considered filed when it is received at the address listed on the front of the Acknowledgment Form. **FAILURE TO FILE A "FORMAL PROTEST" UNDER FSU REGULATION 6C2R-2.015, AND BOARD OF GOVERNORS REGULATION 18.002, OR FAILURE TO POST THE BOND OR OTHER SECURITY AS REQUIRED IN FLORIDA BOARD OF GOVERNORS REGULATION 18.003, SHALL CONSTITUTE A WAIVER OF RIGHT TO PROTEST.**

25. PRIDE: It is expressly understood and agreed that articles available from the corporation identified under Chapter 946 F.S., which are the subject of, or required to carry out any purchase order resulting from this solicitation, shall be purchased from said corporation in the same manner and under the same procedures set forth in section 946.515(2), and (4), F.S., and for purposes of this purchase order the person, firm, or other business entity carrying out the provisions of this purchase order shall be deemed to be substituted for the University insofar as dealings with such corporation are concerned.

26. EQUAL OPPORTUNITY EMPLOYER: The nondiscrimination clause contained in Section 202, Executive Order 11246 as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

27. PUBLIC RECORDS: Any material submitted in response to this Competitive Solicitation will become a public document pursuant to Section 119.07, F.S. This includes material which the responder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

28. ADDITIONAL TERMS AND CONDITIONS: Sealed bids, proposals, or replies received by the University pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All material submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S. This includes material which the responder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S. Any resulting Agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 F.S., and made or received by the successful vendor in conjunction with the Agreement.

29. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, may not submit a response on a competitive solicitation with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not be awarded or perform work as a contractor, respondent, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

30. UNAUTHORIZED ALIENS: The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any purchase order resulting from this Competitive Solicitation.

31. JURISDICTION: Any purchase order or contract resulting from this Competitive Solicitation will be governed by and under the Jurisdiction of the Laws of the State of Florida and the Rules and Regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Contract shall be instituted in Leon County, Florida.

32. SUPPLIER DIVERSITY: The University is an equal opportunity institution and, as such, encourages the use of small businesses, including minority, women and veteran-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including minority, women and veteran-owned businesses. For questions about the University's Supplier Diversity Program contact Supplier Diversity at 850.645.8207 or FSUSupplierDiversity@admin.fsu.edu

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. WHEN EXECUTED THIS SHEET AND THE ACCOMPANYING COMPETITIVE SOLICITATION CONSTITUTE AN OFFER FROM THE RESPONDER.

ITN 5685-4
HEALTH SERVICES – DATA LOSS PREVENTION

SEALED ITN – TERMS AND CONDITIONS

All Respondents and other participants of this ITN agree that they have read and fully understand these terms and agree to be bound thereby.

Acceptance of Terms and Conditions. By submitting a response the respondent agrees that they have read, fully understand and accept these Terms and Conditions.

1.0 TERMS AND CONDITIONS

1.1 Submission of Mandatory Forms

Proposers are required to return the Competitive Solicitation (CS) Acknowledgment Form with their ITN. A representative who is authorized to contractually bind the Proposer shall sign the Acknowledgment Form.

1.2 Delivery Location

Sealed ITN's will be accepted until the date and hour listed in this ITN, at the Florida State University Purchasing Services Department, at which time a public opening will take place. This is an absolute deadline. ITN's received after that date and time will be rejected. Delivery to any other point on or off campus is not acceptable and shall be grounds for rejection of the ITN.

1.3 Delivery Address

ITN's sealed in a clearly identified envelope will be accepted at the following address:

Purchasing Services Department
Florida State University
A1400 University Center
Tallahassee, Florida 32306-2370

Note: Delivery to any other point on, or off, campus is NOT acceptable and shall be grounds for rejection of the ITN.

1.4 Delivery Deadline

The absolute deadline for receipt of sealed ITN's is listed in this ITN. The clock in the lobby of the Purchasing Services Department shall be the official timepiece for determining if a ITN has been received at the correct time. The Florida State University is not responsible for lost, misdirected or misdelivered, or late response packages for vendor(s) using delivery services/carriers, i.e. (USPS, FedEx, DHL, UPS, etc.). It is the responsibility of the vendor(s) to submit a complete bid response package to the FSU Purchasing Services Department by the designated, date and time. ITN's received after the time and date listed in the ITN will not be accepted and shall be returned to the sender unopened.

1.5 University Point of Contact

The Responders SOLE point of contact for all matters relating to this ITN is:

Phyllis Sullivan
The Florida State University Purchasing Services Department
A1400 University Center
Tallahassee, Florida 32306-2370
Phone (850) 644-6850
Fax: (850) 644-8921
E-mail: pwsullivan@admin.fsu.edu

Written questions on this ITN must be submitted to Phyllis Sullivan prior to the ITN due date.

1.6 Vendor Point of Contact

Each Proposer shall identify in its submittal the single point of contact for all matters in relation to the response. The Invitation to Negotiate will be signed by a person or persons legally authorized to bind the prospective vendor to this Invitation to Negotiate.

1.7 Public Inspection

In accordance with Florida Statutes, the ITN's shall not be made available for public inspection until the University provides notice of a intended decision pursuant to s.119.07 (1) and s. 24(a), Art. 1 of the State Constitution, or until 30 days after the opening the bids, proposals, or final replies, whichever is earlier.

1.8 Written Communications Required

Only those communications that are in writing from the **University Purchasing Services Department** shall be considered as a duly authorized expression on behalf of the University. Also, the University will recognize only communications from Proposers that are signed and in writing as duly authorized expression on behalf of the Proposer.

QUESTIONS DIRECTED TO, OR ANY RESPONSES RECEIVED FROM ANY OTHER DEPARTMENT, PERSON, AGENT, OR REPRESENTATIVE OF THE UNIVERSITY WILL NOT BE CONSIDERED VALID OR BINDING.

1.9 Formal Offer

A Proposers written submission in response to the ITN shall be considered as the Proposer's formal offer. The content of the ITN, the Proposer's submission in response to the ITN, and resulting contract/purchase order(s) shall be considered the entire agreement between the successful Vendor and the University. It is understood and agreed that nothing herein is intended, or should be construed, as constituting the Vendor as the agent or representative of the University for any purpose or in any manner whatsoever. The Vendor is, and shall remain, an independent contractor operating in accordance with the terms and conditions of the license granted as a result of this Invitation to Negotiate.

1.10 Interpretations

The following paragraph supersedes paragraph (14), Interpretations of the General Conditions, on the Request for Competitive Solicitation Acknowledgment form:

"Proposers shall examine the ITN to determine if the University's requirements are clearly stated. If there are any requirements that are too vague or restrict competition, the Proposer may request, in writing, that the Specifications be changed. A Proposer who requests changes in the Specifications must identify and describe the Proposers difficulty in meeting the University's specifications; must provide detailed justification for the change, and must provide a recommended change to the Specification. Requests for changes must be received in the Purchasing Services Department by the close of the business day, not later than the entry noted in the "Calendar of Events" area of this ITN as the last day to receive written inquiries regarding the ITN. A Proposer's failure to request changes by the permissible date shall be considered acceptance of the University's Specifications and a waiver of the Proposers right to protest the ITN on the basis of Specifications. The University reserves the right to determine which changes to the ITN shall be acceptable to the University. If required, the University shall issue an addendum reflecting the changes to the ITN. This addendum shall be sent to all Proposers so that each is given the opportunity of submitting a ITN to the same Specification. Said Specifications shall be considered the University's minimum mandate requirements."

1.11 Verbal Communications

Proposers may not consider any verbal instructions as an official expression on the University's behalf. Only written communications, signed by a duly authorized representative of the Purchasing Office shall be considered valid.

1.12 BID Tabulation

An BID Tabulation that serves as the "Notice of Award" will be posted for review by interested parties on the University Purchasing Services Departments website (<http://www.purchasing.fsu.edu/vendor.html>) and will remain posted for a period of seventy-two (72) hours. Any person who is adversely effected by the University decisions or intended decisions as detailed above in connection with this ITN, shall file a written "Notice of Protest" with the Director of Purchasing. Failure to file a Protest within the time prescribed in accordance with

BOARD OF GOVERNORS Regulation 18.002 and FSU 2.015, or failure to post the bond or other security as required in BOARD OF GOVERNORS Regulation 18.003. shall constitute a waiver of right to protest.

Any response that fails to meet mandatory Specifications stated in the ITN may be rejected. Any ITN that does not comply with the functional, cost or contractual requirements in the ITN may be rejected. The University shall not be liable to pay for information obtained from or through any Responder prior to issuing the purchase order to the successful Responder.

1.13 Mandatory Requirements

Any ITN that fails to meet mandatory Specifications stated in the ITN may be rejected. Any ITN that does not comply with the functional, cost or contractual requirements in the ITN may be rejected. The University shall not be liable to pay for information obtained from or through any Proposer prior to issuing the purchase order to the successful Proposer.

1.14 Minor Irregularities

The University reserves the right to waive minor irregularities in ITN's, providing such action is in the best interest of the University. Minor irregularities are defined as those that have no adverse affect on the University's interest, will not affect the amount of the ITN and will not give a Proposer an advantage or benefit not enjoyed by another Proposer.

1.15 ITN Materials

The materials submitted in response to this ITN become the property of the University upon delivery to the Purchasing Services Department. All of the materials will be considered as part of this ITN and will be subject to review as public records 10 days after the ITN is opened or an award is made, whichever occurs first.

1.16 ITN Rejection

The University shall have the right to reject any or all responses, and in particular reject a response not accompanied by data required by the ITN, or a response in any way incomplete or irregular, including omissions of pricing. Conditional responses will not be accepted.

1.17 Conflict Between Documents

If any terms and conditions contained within the documents related to this ITN are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITN, as applicable, shall govern in the following order of precedence: Amendment/Change Order, Policy, Purchase Order, Addenda, ITN Terms and Conditions, ITN Specifications, General Conditions of the ITN, ITN.

1.18 Additions, Deletions, Substitutions

Should the University find it necessary to supplement, modify, correct, or interpret any portion of the ITN during the ITN period, such action shall be taken by issuance of a written Addendum to the documents distributed to all known prospective Proposers.

1.19 Interpretation

Neither interpretation of the meaning of the ITN documents, nor any correction of ambiguity, inconsistency or error will be made to any Proposer orally. All such communications will be in the form of written addenda as issued by the Contract Administrator. Only written addenda issued by the University Contract Administrator shall be binding. Proposers are advised that no other source is authorized to accept or give information concerning, explain, or interpret the ITN.

1.20 Requests for Clarification

All requests for such interpretation or correction shall be made in writing directly to the Purchasing Services Department. Only those written requests properly submitted no later than specified can be considered. Oral or late requests will not be valid.

1.21 Acknowledgment

Any addenda issued by the University to participating Proposers shall include an "Addenda Acknowledgment Form." This form shall be signed by a company representative, dated and

returned to the University by the date specified in the "Calendar of Events" for ITN's to be opened.

Failure to return an "Addenda Acknowledgment Form" issued for this solicitation may be grounds for rejection.

1.22 Pride

It is expressly understood that any articles which are the subject of, or required to carry out the purchase order/contract/agreement resulting from this ITN, which have been certified by the corporation identified under Chapter 946, F.S., shall be purchased from said corporation in the same manner and under the procedures set forth in Section 946.15(2), (4), F.S. For purposes of the contact/agreement resulting from this ITN, the person, firm or other business entity carrying out the provisions of this agreement shall be deemed to be substituted for this agency insofar as dealings with such corporation.

1.23 Public Record

The successful Proposer shall 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 him/her in conjunction with the contract resulting from this ITN. Refusal by the successful Proposer to allow such public access shall be grounds for cancellation of the contract by the University.

In accordance with s. 119.07 (1) and s. 24 (a), Art. I of the State Constitution, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

Public Records, Contract for Services

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes, or as otherwise provided by law
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

1.24 Amendments

Any amendments, alterations or modifications to the contract resulting from this ITN must be in the form of a change order to the original contract and have the written approval of the Purchasing Services Department and must be signed or initialed and approved by the same signatories noted on the ITN.

1.25 Validity

The laws of the State of Florida shall govern the validity, construction, and effect of any purchase order/contract or change order.

1.26 Availability of Funds

The obligations of the University under any resulting award shall be subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of Florida.

1.27 Taxes

The University, as an agency of the State of Florida, is entitled to the benefits of sovereign immunity including immunities from the payment of federal excise and state sales taxes on direct purchases of tangible personal property or services by the Vendor in the performance of the contracts with the University.

1.28 Assignment

Under no circumstances shall the successful Proposer assign to a third party any right or obligation of successful Proposer pursuant to this ITN without prior written consent of the University. If the successful Proposer is, or during the term of the contract resulting from this ITN, becomes an individual on the payroll of the State of Florida, successful Proposer 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.

1.29 Use by Others

With the consent and agreement of the successful vendor, purchases may be made under this ITN by other universities, government agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms, and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

1.30 Jurisdictional Applicability

Applicable provisions of all federal, State of Florida, county and municipal statutes, laws, ordinances, rules and regulations shall govern any BID submitted hereto and any resulting contract. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Disputes arising from, or in connection with, the contract shall be determined before a Florida court of competent jurisdiction or through an applicable administrative proceeding whichever is appropriate to the circumstances under Florida law. In the event that either party is required to obtain any permit, license or authorization as a prerequisite to performing its obligation under the contract, the cost shall be borne by the party required to obtain the permit, license or authorization.

1.31 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 for a period of 36 months following the date of being placed on the convicted vendor list.

1.32 Governmental Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the terms of the contract resulting from this ITN, it shall be the responsibility of the successful Proposer to immediately notify the University in writing, indicating the specific regulation which requires the alteration. The University reserves the right to accept any such alteration, including any fee adjustments occasioned thereby, or to cancel the contract at no expense to the University.

1.33 Cancellation Without Cause

For the protection of both parties, any contract entered into as a result of this ITN may be canceled without cause or without penalty, in whole or in part by either party by giving a thirty (30) day prior notice in writing to the other party.

1.34 Equal Opportunity

- a. The Vendor must at all times during the term of the contract be in compliance with all federal, state and local laws, rules and regulations relating to the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or

national origin and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein. The applicable sections, rules and regulations referenced above are hereby incorporated into the terms and conditions of this Competitive Solicitation.

- b. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

1.35 Governmental Action

It is mutually agreed that if at any time during the term of the contractual agreement the Vendor is required to make extensive program changes, as a direct result of any determination, or action by any applicable Federal, State, or Local Government authority, the University will be willing to negotiate any unit cost increase necessitated by such changes, subject to availability of funds. Any negotiated price increase may not be implemented until a contract amendment signed by both parties is processed through the Florida State University Purchasing Services Department.

1.36 Parking

If the contractor provides onsite services, the contractor shall observe campus parking rules and regulations at all times. No properly issued citation will be waived. Parking for contractor personnel and vehicles shall be in those areas so designated by Parking Services.

If the Contractor's agent uses any University controlled parking facility, it will be necessary to purchase a parking permit from the Parking Services Office. It will be the responsibility of the Contractor or its agent to pay any fees required.

1.37 Insurance

The Contractor shall not commence any work in connection with this agreement until they have obtained all the following types of insurance and such insurance has been approved by the purchaser otherwise known as The Florida State University Board of Trustees (FSUBOT), nor shall the Contractor allow any subcontractor to commence work on the subcontracted work until the subcontractor has provided proof of insurance for the same amounts as required of the Contractor by FSUBOT and approved. All insurance policies shall be with insurers qualified and doing business in Florida, and with an A.M. Best Rating no less than A-. The FSUBOT shall be furnished proof of insurance by a Certificate of Insurance accompanying the contract documents which shall name The Florida State University and Board of Trustees as an additional insured. The insurer shall provide 30 days written notice to the certificate holder if a policy is to be canceled before the expiration date of said Certificate.

The FSUBOT shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or Subcontractor providing such insurance.

A. Workers Compensation Insurance

The Contractor shall secure and maintain during the life of the agreement, Worker's Compensation Insurance to all employees of the contractor working on this project. The Contractor shall also require all subcontractors to provide Worker's Compensation Insurance for their employees working on this project which shall comply fully with the Florida Worker's Compensation Law. In addition, the subcontractor shall list both the Contractor and FSUBOT as an additional insured.

B. Contractor's Public Liability and Property Damage Insurance

The Contractor shall secure and maintain during the life of this agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE naming The Florida State University Board of Trustees as an additional insured to protect all parties from claims for damages, personal injury,

including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Contractor or anyone directly or indirectly employed by the Contractor. The amount of such insurance shall be set at minimum amount no less than the following:

1. Bodily Injury Liability \$1,000,000 each accident/\$2,000,000 aggregate per occurrence
2. Auto Property Damage Liability \$1,000,000 each accident/ \$2,000,000 aggregate per occurrence
3. Property Damage Liability- \$1,000,000 each accident/\$2,000,000 aggregate per occurrence
(other than automobile) \$2,000,000 aggregate operations
\$2,000,000 aggregate protective
\$2,000,000 aggregate contractual
4. "XCU" (Explosion, collapse, underground damage) --the contractor's liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
5. Contractual Liability - work contracts--The Contractor's liability policy shall cover such contracts when they are affected.
6. In some cases a Contractor and Subcontractor may be required to provide proof of Environmental Protection Coverage.

C. Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of the Subcontractors to secure and maintain during the life of this contract; insurance of the same type specified above in addition to insuring the activities of the subcontractors in the event the subcontractor does not have a policy, as specified above.

1.38 Liability

The following Special Condition supersedes General Condition Number 21, titled "Liability":

Vendor's entire liability and the University's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines or programming furnished under this agreement, the University's (the Buyer) remedy is:

- (a) the adjustment or repair of the machine or replacement of its parts by Vendor, or, at Vendor's option, replacement of the machine or correction of programming errors, or
- (b) if, after repeated efforts, Vendor is unable to install the machine or a replacement machine, model upgrade or feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the University shall be entitled to recover actual damages to the limits set forth in this provision. For any other claim concerning performance or non-performance by Seller pursuant to, or in any other way related to the subject matter of, this Agreement or any order under this Agreement, the University shall be entitled to recover actual damages to the limits set forth in this provision.

Vendor's liability for damages to the University for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the greater of \$100,000 or the purchase price stated herein for the specific machines that caused the damages or that the subject matter of, or are directly related to the cause of action, the foregoing limitation of liability will not apply to:

- (a) the payment of cost and damage awards pertaining to patent and copyright indemnity, or to
- (b) claims for procurement costs or the cost of cover pursuant to Rule FSU-2.015 of the Florida Administrative Code

- (c) claims for personal injury or damage to real or personal property caused by Seller's tortuous conduct.

Vendor shall hold and save the University harmless for any and all suits and judgments against the State for personal injury or damage to real or personal property caused by Vendor's tortuous conduct in the performance of this Agreement provided that:

- (a) the University promptly notifies the Vendor in writing of any claim, and
- (b) Vendor shall be given the opportunity, at its option, to participate and associate with the University in the control, defense and trial of any claim and any related settlement negotiations and, provided further, that with respect to any claim, or portion thereof, for which Vendor agrees at the initiation of such claim that vendor shall save and hold the University harmless, Vendor shall have the sole control of the defense, trial and any related settlement negotiations, and
- (c) the university fully cooperated with vendor in the defense of any claim.

In no event, however, will Vendor be liable for:

- (a) any damages caused by the University's failure to perform the University's responsibilities, or for
- (b) any lost profits or other consequential damages, even if Seller has been advised of the possibility of such damages, or for
- (c) any claim against the University by any other party, except as provided in the hold harmless provision of the preceding paragraph of this provision and except as provided in the entitled or non-performance or machines or programming located outside the United States or Puerto Rico.

1.39 Articles

It is expressly understood and agreed that any articles which are the subject of, or required to carry out the purchase order resulting from this solicitation, which have been certified by the corporation identified under Chapter 946, F.S., shall be purchased from said corporation in the same manner and under the procedures set forth in Section 946.515(2), (4), F.S.; and for purposes of the purchase order resulting from this ITN, the person, firm or other business entity carrying out the provisions of this agreement shall be deemed to be substituted for this agency insofar as dealings with such corporation.

1.40 Tobacco-Free Campus

For the Health and Wellness of our campus community, the FSU campus is Tobacco-Free. Students, faculty, staff and visitors – including vendors and contractors - will be asked to comply with this policy. Thank you for support of this Healthy Campus initiative. For more information regarding the Tobacco-Free Policy go to: <http://healthynoles.fsu.edu/Tobacco/Florida-State-University-Tobacco-Policy>. For additional information, please visit: www.tobaccofree.fsu.edu.

1.41 Supplier Diversity

The University is an equal opportunity institution and, as such, encourages the use of small businesses, including minority, women and veteran-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including minority, women and veteran-owned businesses.

For questions about the University's Supplier Diversity Program contact Edward Acoff, Purchasing Specialist at 850.645.8207 or FSUSupplierDiversity@admin.fsu.edu

**FLORIDA STATE UNIVERSITY
INVITATION TO NEGOTIATE
ITN 5685-4
HEALTH SERVICES - DATA LOSS PREVENTION**

I. ITN OPPORTUNITY

This solicitation is released as an Invitation to Negotiate (ITN) and is entitled, “Florida State University Health Services – Data Loss Prevention”. Florida State University, located in Tallahassee, Florida, intends to negotiate the purchase of a Data Loss Prevention (DLP) service with qualified companies as outlined below. The purpose of this solicitation is to establish a multi-year contract for the purchase of the license. The contract term is anticipated to be August 1, 2014 through July 31, 2017 with optional one year extension.

FSU deems it appropriate to negotiate a contract rather than use other State procurement options as expected responses may contain innovative solutions utilizing components driven by emerging and rapidly changing technologies.

II. UNIVERSITY OVERVIEW

Florida State University, hereinafter referred to as FSU, is a comprehensive, national graduate research university that puts research into action for the benefit of our students and society. With an impressive breadth of leading graduate, professional and undergraduate programs, and an international reputation in the sciences and humanities, Florida State University is a demanding and intellectually stimulating environment for students and faculty.

Under the leadership of Division of Student Affairs, University Health Services (UHS) provides on-campus healthcare for over 40,000 students. UHS is a fully accredited ambulatory care center which operates in a complex managed care environment. Patient visits exceed 60,000 annually with Nursing Triage, General Medical, Women’s, Allergy, Physical Therapy, Radiology, Travel, Immunization, Nutrition and Psychiatric clinics. Our Health Promotion Department along with our Advanced First Responder Unit offers clinically appropriate, evidence based outreach, education and intervention to the campus community. For more information about UHS, please visit <http://uhs.fsu.edu/>

UHS employs approximately 225 medical, support and administrative staff. A dedicated Information Technology staff of four full-time and several part-time employees provide user support and training. In addition, UHS maintains its own active directory network, practice management/EMR (Electronic Medical Records) system, web services/applications and all of its servers in-house.

III. General Performance Requirements

The purpose of this procurement is to put into place a Data Loss Prevention program that will prevent sensitive/protected student and health care data from being copied, transmitted or otherwise transferred intentionally or unintentionally without authorization. In addition, FSU desires the ability to monitor and control health center staff usage of FSU-owned information technology resources. At a minimum, FSU requires:

1. Solution will be software based.
2. Compatibility with both PCs and Apple products.

3. Ability to identify and/or block the sending and receiving of sensitive and/or protected student/patient information such as social security and credit card numbers, health records or other protected information as defined by the Federal Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
4. Ability to prevent sensitive/protected student data from being copied or transmitted in an unauthorized manner or by unauthorized persons such as copying to CD, DVD, USB drive, email or upload.
5. Ability to scan data at rest for stored student/patient data not properly encrypted or otherwise protected.
6. Allow internet usage to be monitored and controlled to prevent access to inappropriate and/or unsecure sites and reduce the risk of networks being compromised.
7. Reporting capability.
8. Laptop computer location and protection should a device containing sensitive data be lost or stolen.
9. Ability to exclude applications, including electronic medical records system, from policies.
10. Ability to set policy at individual and group levels.

Software Functional Requirements

The successful product must be able to provide a DLP software solution that meets the following functional, operational requirements:

1. Ready-to-Use: The software must be functional “out of the box” with minimal customization or data entry requirements.
2. Easy-to-Use: The software must be intuitive and easy to use with minimal training or experience.
3. Always Accessible: Whether a web-based, hosted, local or server solution, the DLP software must be always available under most reasonable operating conditions.
4. Upgradable: The product does not become obsolete upon delivery. The vendor strives to continuously improve their product by soliciting and receiving input from its customers and makes changes based upon feedback received. The vendor provides continuous upgrades to its customers.
5. Minimal to no impact on work station performance.

Value Added Functions, Features and Services.

FSU will consider proposals for value added features that may improve the performance, efficiency, and functionality of the overall project.

Pricing

The vendor proposal shall include:

1. Software License: Multi-year (at least a three year timeframe) including breakout of costs and upgrades if applicable.
2. Hosting: FSU is considering having the offeror host the DLP system.
3. Installation.
4. Training.
5. Technical Support.
6. Annual Recurring Maintenance.
7. Additional functions, features, and service (if applicable).

IV. Evaluation Criteria

The submitted ITN's will be evaluated on the following criteria

1. Company experience

- a. Years in business developing this specific product.
 - b. Previous experience particularly at another institution of higher education.
2. Meeting General Performance Requirements, Software Functional Requirements and Value Added Functions, Features and Services.
3. Pricing.

V. Proposals

The original proposal and all copies should be on 8 ½ x 11 text weight paper, using binding and tabs that will facilitate the distribution and evaluation of the proposals.

Response Format:

1. Submit one (1) original and three (3) copies of the proposal in hard copy form. Submit one copy of the proposal on CD or PC compatible disk, preferably in Word®, Excel®, or PDF format. The original response shall contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal.
Failure to include the original proposal response and all signed copies may be grounds for rejection of your proposal without further evaluation.
2. The original response, clearly marked original, and copies shall be in a standard size 3 ring binder or binders, tabbed and numbered as described below.
3. Each offeror's response shall include the information and required submittals described, **tabbed and numbered as shown below**, with all information appearing in the Tab in which it was requested.
4. Questions and requests for information may not be rearranged, regrouped, or divided in any way.
5. All information and required submittals requested SHALL BE in hardcopy and included in your written response. *Responses shall not refer the University to electronic media such as websites, cd's, disks, or tapes in order to obtain the required information or submittals.*
6. Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
7. If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the offeror must provide information following the numbered tab, telling the evaluator where the information can be found in the response.

Tabular Format

Responses shall be tabbed and headed exactly as outlined in each section, and the required information shall be provided in the section under which it was requested by FSU. Responding companies may not combine or reorganize the headings and/or requests for information, or indicate that the information will be included in another section.

1. **Tab 1:** A one or two page executive summary of each offeror's proposal, including brief descriptions of the company's expertise dealing with contracts of the size and scope described in the ITN, and how the offeror plans to address the University's vision for the project.
2. **Tab 2:** Completed and signed ITN acknowledgement form, and signed and completed acknowledgement forms for any addenda issued.
3. **Tab 3:** Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process.
4. **Tab 5:** Company Experience – Does this fit into your scope of expertise? Are you able to provide a list of higher education clients or other clients that you have serviced?
5. **Tab 6:** Respond to General Performance Requirements

6. **Tab 7:** Respond to Software Functional Requirements
7. **Tab 8:** Respond to Value Added Functions/Features
8. **Tab 9:** Pricing

Response Specifications

Specifically, the University asks that the respondents provide a statement regarding each of the following:

1. **Company Contact Information/History** – Provide company name and contact person. Include address, phone numbers, fax, email, etc. Provide a brief company history.
2. **Subcontractors** - Would you plan on using any subcontractors in the performance of the work? Please explain.
3. **Certifications** – Provide a list of industry certifications held by team personnel that pertain to the scope of work.
4. **Years in Business** – How many years have you been in business?
5. **Pricing Structure** –
 - a. Provide your company rates and pricing structure for services as outlined in this ITN.
 - b. Provide pricing for additional DLP services/features that may benefit UHS.
 - c. If hosting services are available, provide pricing for the term of the proposal.
6. **Reports and Other Deliverables** - Describe in detail the types of reports and other deliverables that FSU will be able to generate.
7. **Hardware** - Provide minimum hardware requirements.
8. **Timeline** - Provide a timeline that is reasonable for this project.

VI. Delivery of Proposals

The original and three (3) copies shall be mailed to the University contact noted in Section X of the ITN. These copies must be received within the University Purchasing Office no later than **3:00 PM on April 25, 2014**. Emailed copies are not acceptable and shall be considered as an invalid response. It is the responsibility of the offeror to ensure that proposals are delivered to the Purchasing Office by that time. Proposals delivered after the due date and time may be considered if the offeror submitted the proposals to a delivery company on the preceding day and the University can independently obtain evidence of submission through the Web.

Important Note Regarding Initial Written Response

The determination of the companies selected for the short list with which negotiations will continue will be based on evaluation of the written response submitted. There will be no opportunity for presentations at this stage. Any response that does not provide complete, accurate, and detailed answers to each question or which indicates the company prefers to defer providing complete details until a later stage in the process, may be declared non-responsive and rejected without further evaluation.

VII. Evaluation Process

Proposals will be evaluated by the ITN Evaluation Committee to determine a short list of companies whose written response best addresses the University's priorities, as previously stated. As the best interests of the University indicate, after initial written responses have been evaluated, the following negotiation process will be utilized:

1. The University may determine a short list of two or more companies with whom to enter into simultaneous negotiations.

2. If, at the conclusion of the negotiation process, the University evaluation team feels that further evaluation of an offer is not needed and is unlikely to end in a contract award to the proposer, the proposer will be notified that his/her participation has been terminated.
3. At the conclusion of this negotiation process, companies in whose offer the University is still interested will be asked to submit a written best and final offer to memorialize all agreements reached during negotiations and to extend additional benefits to the University. An invitation to submit a best and final offer is not automatic.
4. The negotiation process will stop upon submission of the “best and final” offers and companies will not be allowed to make further adjustments to their offer or communicate further with the University, except to respond to requests for clarification from the Committee.
5. The final decision of the Evaluation Committee will be based upon the initial written response, negotiation sessions, and best and final offers.

VII. Authority to Negotiate

Representatives of the offeror(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company’s lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the offerors best and final offer. Such authorization will be requested immediately upon posting of the ranking or short list companies and the provision of such authorization will be a prerequisite to continuation in the ITN Process. The University will not enter into extensive contract negotiations with the selected offeror(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all agreements reached during the negotiations and as contained in the best and final offer, the University reserves the right to immediately cancel the award and to place the company on the University’s suspended vendor list. Company negotiators shall enter the negotiations prepared to speak on behalf of the offeror’s company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Companies are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process. **Only representatives of the selected companies who are authorized to negotiate and initiate contracts shall be involved in negotiations.**

VIII. Company Questions

Preliminary questions relative to the ITN document and/or process may be submitted in advance by email to the FSU point of contact no later than the day and time shown in the Calendar of Events as the last day to submit questions. FSU will respond to questions via an addendum that will be posted to the FSU Purchasing Department website: <http://www.purchasing.fsu.edu/vendor.html>. All postings referred to in this ITN will be posted electronically on this website. At all times it shall remain the responsibility of the company participating in the ITN to check the website for postings of addenda or short list or award decisions. No further notice will be given.

IX. SOLE POINT OF CONTACT

The University’s sole point of contact for all matters relating to this ITN is: Phyllis Sullivan, Purchasing Specialist Purchasing Services Florida State University, University Center, Suite A-1400 Tallahassee, FL 32306 Phone: (850) 644-6850 Fax: (850) 644-8921 Email: pwsullivan@admin.fsu.edu

Any individual associated with the company participating in this ITN who contacts any other University employee and/or Evaluation Committee member supporting this project regarding any aspect of this ITN, who attempts to discuss the ITN with any representative of the university other than the person designated as the sole point of contact, whether such contact be in person, telephone, or through electronic or written correspondence, may be determined to have violated the terms and conditions of this solicitation. If that determination is made, any proposal received from such an individual OR his or her company may be rejected as non-responsive, not subject to evaluation. If there are any changes or additions to the sole point of contact information at any time in the process, participating companies will be notified via an addendum to the ITN.

CALENDAR OF EVENTS

Task	Date
Issue ITN	March 27, 2014
Written Questions no later than 5 pm EST	April 4, 2014
Issue Answers to Questions no later than 3 pm EST	April 9, 2014
Proposals Due no later than 3 pm EST	April 29, 2014
Negotiations Begin on or about	May 6, 2014
Posting of Award on or about	June 4, 2014