INVITATION TO NEGOTIATE

#10-11

For

Assessment Management Software

Please mark all proposal submission envelopes with the following information:

ITN# 10-11

Proposal Due Date:

2:00 P.M. EST February 25, 2010
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1.0 STATEMENT OF WORK

1.1 Summary

The University of North Florida (hereinafter referred to as “UNF” or the “University”) seeks to acquire comprehensive web-based strategic planning and assessment management software that will streamline and organize the collection and management of institution, division, college, department, program, course, and student level planning and outcomes data for purposes of strategic planning, outcomes assessment, accreditation, program review, annual reporting, and budgeting.

1.2 Coverage and Participation

The intended coverage of this ITN and any agreement resulting from this solicitation shall be for the use of the University. With the consent and agreement of the successful vendor, the other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the State of Florida may access an agreement resulting from this solicitation issued and administrated by the University.

The University reserves the right to add and/or delete elements, or to change any element of the coverage and participation, at any time without prior notification and without any liability of any kind or amount.

2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

2.1 Original ITN Document

UNF Purchasing Department shall retain the ITN and all related terms and conditions, exhibits and other attachments in original form in an archival copy. Any modification of these, in the vendor’s submission, is grounds for immediate disqualification.

2.2 University Demographics

The University fosters the intellectual and cultural growth and civic awareness of its students, preparing them to make significant contributions to their communities in the region and beyond. At UNF, students and faculty engage together and individually in the discovery and application of knowledge. UNF faculty and staff maintain an unreserved commitment to student success within a diverse, supportive campus culture.

The University is committed to values that promote the welfare and positive transformation of individuals, communities, and societies. We value:

- the pursuit of truth and knowledge carried out in the spirit of intellectual and artistic freedom;
- ethical conduct;
- community engagement;
- diversity;
- responsibility to the natural environment; and
- mutual respect and civility

For any additional information about the University, please visit the University’s website at www.unf.edu.
2.3 Schedule of Events

The following is the tentative schedule that will apply to this ITN, but may change in accordance with the University's needs:

- Electronic Distribution/Website Posting: February 1, 2010
- Deadline for Questions: February 12, 2010 5:00 P.M. EST
- Responses to Questions/Inquiries Distributed: February 17, 2010 5:00 P.M. EST
- ITN Proposals Due: February 25, 2010 2:00 P.M. EST
- Evaluation Committee Meetings: TBD (between March 1, 2010 – May 14, 2010)
- Vendor Software demonstrations (Tentative dates: April 1, 8, 9 & 15)
- Vendor Negotiations
- Best and Final Offers Due
- Award Notification: June 1, 2010 – 5:00 P.M. EST
- Implementation: July 1, 2010 – August 20, 2010

2.4 Proposal Preparation Instructions

2.4.1 Vendor’s Understanding of the ITN

In responding to this ITN, the vendor accepts the responsibility fully to understand the ITN in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University’s right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to the University.

2.4.2 University Provides Information in Good Faith without Liability

All information provided by the University in this ITN is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for any use of the information or for any claims attempted to be asserted there from.

2.4.3 Verbal versus Written Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified University procurement official in charge of managing this ITN’s process. In no case shall verbal communication override written communication.
2.4.4 Questions, Communications and Inquires between the University and Vendors

Vendor inquiries, questions and requests for clarification related to this ITN are to be directed, in writing, to:

**University of North Florida**
Purchasing Department
1 UNF Drive
Building 53/Suite 2950
Jacksonville, FL 32224
Fax: 904.620.2462

Gaea Holt AND Angela Dyal
904.620.2732 AND 904.620.1733
g.holt@unf.edu AND angela.dyal@unf.edu

Applicable terms and conditions herein shall govern communications and inquiries between the University and vendors as they relate to this ITN.

**Informal communications** shall include but are not limited to requests from/to vendors or vendors’ representatives of any kind or capacity, to/from any University employee or representative of any kind or capacity, with the exception of the Purchasing Department, for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the UNF Contact named above at any time.

**Formal communications** shall include but are not limited to the following:

- Questions concerning this ITN must be submitted in writing and be received by date and time in Section 2.3.
- Errors and omissions in this ITN and enhancements: Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN which might be in the University's best interests. These must be submitted in writing and be received prior to date and time in Section 2.3.
- Inquiries about technical interpretations must be submitted in writing and be received prior to date and time in Section 2.3.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Official named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

Informal communications shall cease on the date of distribution of this ITN and formal communications shall commence. On the date that the University notifies responding vendors of this ITN’s results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

2.4.5 Addenda and the University's Response to Communications from Vendor

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.
All addenda will be e-mailed to vendors on record and posted to the UNF Purchasing web site:

http://www.unf.edu/anf/purchasing/Bids_and_Notices.aspx

- Vendors who want the addenda supplied to them in another form must notify the UNF Contact listed in Section 2.4.4 above of that requirement. Otherwise, it will be the vendor’s responsibility to check the web site for any additional information and addenda concerning this ITN.

The University will not respond to any questions/requests for clarification that require addenda if received by the University after the date and time in Section 2.3.

2.4.6 Pricing and/or Revenue Proposal

Vendors shall describe pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an “All or None” proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the vendor’s final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis if not specified by the vendor. The University may accept or reject in part or entirely the vendor’s pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the ITN closing date and time. Unless otherwise specifically proposed by the vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

2.4.7 Revisions to the ITN

The University may revise any part of this ITN for any reason by issuing addenda. Vendors are responsible for the information contained in such addenda whether or not they acknowledge receipt. The University is under no obligation to communicate such addenda to vendors who notify the University that they will not be responding to this ITN. The University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting there from. The University shall reject vendors’ responses to addenda if such responses are received after the ITN closing date and time.

2.4.8 Attention to Terms and Conditions

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful vendor is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected.
2.4.9 Required Signature

The University may reject any vendor’s response if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this ITN.

2.4.10 Proposal Organization

Vendors shall present proposals in a format that can be readily incorporated into a contract. Vendors may present narrative proposals provided that such proposals follow the same outline and numbering scheme of this ITN including full descriptive cross-references to all requirements listed in the section titled “Specifications and Requirements”. The University reserves the right to reject, without prior notice and without liability of any kind or amount, any proposal that it deems overly complex, disorganized, or difficult to evaluate. The University reserves the right to make such a decision without any input or communication from any other party. Vendors shall ensure that, at a minimum, their proposals contain the components set forth in the following list.

- Original required sections from this ITN
- Any additional responses in corresponding sequence order
- Any additional supporting data

2.4.11 Collusion Prohibited

In connection with this ITN, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

2.4.12 Improper Business Relationships/Conflict of Interest Prohibited

In connection with this ITN, each vendor shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the vendor, the University, and any other party to this ITN. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed whether intended or not; and to decide whether or not vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

2.4.13 Corrections, Changes, and Providing Information on Forms within the ITN

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink or typewriter in providing information directly on pages, or copies thereof, contained within this ITN.

2.4.14 Performance and Payment Bond

The Successful Vendor will be required to provide and pay for performance and payment bonds. Such bonds shall cover the faithful performance (100%) of the Agreement and the payment of all obligations (100%) arising there under, in such form as is contained in this ITN.

The Successful Vendor shall deliver the required bonds to the University prior to the date of executing the Agreement. The Successful Vendor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power. Surety shall be a company licensed to do business in the State of Florida and shall be acceptable to the
University. The bond amount shall be increased to include any change order added to the Agreement to one hundred percent (100%) of the total of each change order.

2.4.15 Anti-Kickback

In compliance with FAR 52.203-7, the University has in place and follows procedures designed to prevent and detect violations of the Anti-Kickback Act of 1986 in its operations and direct business relationships.

2.5 Proposal Submission and Subsequent Opening

Proposals must be delivered sealed to: University of North Florida, Purchasing Department, 1 UNF Drive, Bldg 53, Suite 2950, Jacksonville, FL 32224, on or prior to the date in Section 2.3. The University shall not accept proposals received by facsimile. The University shall, at the specified opening date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time and there will be no disclosure of any information contained in any proposal until after formal notice of award and execution of any contract resulting from this ITN. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor’s request and at no cost or expense whatsoever to the University.

It is the vendor’s responsibility to make sure the proposal is received at the specified location before the opening time.

If only one proposal is received, Purchasing may delay the opening in order to determine why other vendors did not respond and to encourage other vendors to respond.

2.5.1 Proposal Costs

The University is not liable in any manner or to any extent for any cost or expense incurred by any vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this ITN. Such exemption from liability applies whether such costs are incurred directly by the vendor or indirectly through the vendor’s agents, employees, assigns or others, whether related or not to the vendor.

2.5.2 Faxes Not Accepted

The University shall not accept proposals received by fax.

2.5.3 Number of Proposal Copies to be Furnished

Submit one (1) original marked “Original”, and eleven (11) copies, marked “Copy” and one soft copy on CD-ROM or DVD media.

2.5.4 Bindings and Marking

Vendors shall ensure that the original and each copy are individually bound, preferably in flat bound format (e.g., IBICOMB bound 8 ½ x 11) to facilitate filing. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as “Original of Proposal One”, “Copy One of Proposal One”, “Original of Proposal Two”, “Copy One of Proposal Two”, and so on.
2.5.5 **Marking of Envelopes**

Vendors shall ensure that the submittal envelope(s) clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal, and are sealed: **ITN # & Title; Opening date and time; Company Name**

2.5.6 **Withdrawal of ITN**

Vendors may withdraw their proposals any time prior to the ITN opening date. Vendors may request to withdraw their proposals after the ITN opening date and time prior to selection and notice of award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future ITN's to such vendors.

2.5.7 **University’s Right to Use Vendor’s Ideas/Proprietary Information**

If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such.

The University shall have the right to use any ideas that are contained in any proposal received in response to this ITN, along with any adaptation of such ideas. Selection or rejection of the proposal shall not affect the University’s right of use provided, however, that the University will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary and the University concurs that the information is proprietary, that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Purchasing Official and subject to limitations in Florida or Federal law. Pricing information cannot be considered proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know that such information was proprietary.

2.6 **Evaluation Process and Award**

2.6.1 **Contractual Intent/Right to Terminate and Recomence ITN Process**

The University intends to contract with vendor(s) whose proposal is/are considered to be in the best interests of the University. However, the University may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder.

2.6.2 **Effective Period of Proposals**

Under this ITN, the University shall hold that vendors’ responses to this ITN shall remain in effect for a period of **ninety (90) days** following the opening date in order to allow time for evaluation, approval, and award of the contract. Any vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.
2.6.3 **Proposal Acceptance/Rejection**

The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the opening date and time.

2.6.4 **Errors and Omissions in Vendors Proposals**

The University may accept or reject any vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions, or other problematic information. The University may decide upon the materiality of such errors, omissions, or other problematic information.

2.6.5 **Determination of and Information Concerning Vendor’s Qualifications**

The University reserves the right to determine whether a vendor has the ability, capacity, and resources necessary to perform in full any contract resulting from this ITN. The University may request from vendors information it deems necessary to evaluate such vendors’ qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any vendor’s proposal for which such information has been requested but which the vendor has not provided. Such information may include, but is not limited, to:

- Financial resources (audited financial statement)
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references of a size and scope equal to that of UNF. References are to include the name of the college or university, the name and all contact information for the best individual on campus to respond to our inquiries.
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor

2.6.6 **Apparently Conflicting Information Obtained by Vendor**

The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision herein, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the vendor’s risks or obligations under a contract resulting from this ITN.

2.6.7 **Rejection of Vendor Counter-offers, Stipulations and Other Exceptions**

Any vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the University and thereafter incorporated into any contract resulting from this ITN.

2.6.8 **Method of Award**

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the University taking into consideration the items listed below.

Proposals shall be evaluated by the ITN Evaluation Committee to determine a short list of companies whose written response best addresses the University's priorities. The University,
after initial written responses have been evaluated, shall utilize the following negotiation process:

The University may determine a short list of companies to proceed to the demonstration phase of the process. Short listed companies will be required to provide an in person two hour scripted (by UNF) functional demonstration for the campus community at large, and an additional two hour information exchange with a technical focus. The University may then enter the negotiation phase with one or more companies that presented a demonstration. 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, if desired. An invitation to submit a best and final offer is not automatic. The University reserves the right to negotiate with any vendor at any time during the process, even if the vendor did not initially make the short list. 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 offers or communicate further with the University except to respond to requests for clarification from the Committee. The final decision of the Evaluation Committee shall be based upon the initial written response (as described in Section 2.4.10 Proposal Organization), demonstrations, negotiation sessions, and best and final offers. Such a decision may be subject to approval by the Vice President for Administration and Finance and/or the President of the University.

Vendors whose proposals are not accepted will be notified after a contractual agreement exists between the University and the selected proposer or when the University rejects all proposals.

The contract will consist of the University’s ITN, the proposal with any and all revisions (including the Best and Final Offer), award letter, and/or purchase order, and/or the signed agreement between the parties, as stated in that agreement.

The immediate objective of this process is to identify Best Value vendors that can serve the University well and provide attractive pricing for products and services. The University shall determine the short list of vendors after evaluating each of them on the following points below.

**Evaluation Process**

The evaluation process will include:

- **ITN Response**: The evaluation team will evaluate written responses to the ITN.
- **Vendor Presentations**: Selected vendors will be required to meet with the evaluation team and campus community to provide an in person two hour scripted (by UNF) functional demonstration for the campus community at large, and an additional two hour information exchange with a technical focus.
- **Financial Considerations**: The evaluation committee will assess the cost of the software proposed and implementation services provided by vendors.
- **Implementation**: The awarded vendor will engage with University’s staff to develop a detailed Statement of Work, describing all the requirements of the software solution.

**Evaluation Criteria**

- Vendor’s solution “fit” to the University’s General Requirements
- Degree to which software integrates/interfaces with Sungard’s Banner ERP
- Ease of use
- Training and support provided
- Local control (independent of hosting location)
- Total cost for software solution
2.6.9 **Selection, Negotiation, Additional Information**

Although the University reserves the right to negotiate with any vendor(s) to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor or vendors without further discussion, negotiation, or prior notice. The University may presume that any proposal is a best-and-final offer.

2.6.10 **Pre-Award Presentations**

The University reserves the right to require presentation from the highest ranked vendors in which they may be asked to provide information in addition to that provided in their proposals.

2.6.11 **Pre-Award Negotiations**

The University reserves the right to negotiate prior to award with the highest ranked vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive. Negotiations may be in person, by teleconference, or by video-conference as the best interest of the university indicates.

- Resolving minor differences and editing errors
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors regarding key points
- Obtaining the lowest and best pricing and/or revenue agreement

2.6.12 **Notification of Non-selection – NOT APPLICABLE**

2.6.13 **Best and Final Offers:**

At the conclusion of negotiations, the university will solicit written best and final offers from the firms with whom negotiations have been successful to date. The best and final offers will be reviewed after which the successful vendor will be recommended for award to the VP of Administration & Finance.

2.6.14 **Notice of Proposal Protest Bonding Requirement**

**Protest Procedures:** Any qualified offeror who is adversely affected by the University's decision may file a written notice of intent to protest within 72 hours after University posting of intent to award notice. The protesting firm must reduce its complaint to written petition and file it with the President of the University within ten (10) calendar days from registration of the original complaint. If the competitive solicitation documents require the posting of a bond with the protest, the bond shall be included with the protest. A bond, payable to the University of North Florida, in an amount equal to: 10% of the estimated value of the protestor's proposal; 10% of the University’s estimate of the total volume of the contract, or $10,000, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the vendor. Failure to file a notice of protest or the written petition, including posting of the required protest bond, shall constitute a waiver of the right to protest proceedings.

Upon receipt of the formal written petition filed in accordance with this regulation the President, or the President's designee, shall delay the execution of the contract until the protest is resolved by mutual agreement between the parties or by final presidential action, unless the President shall make a finding and declares that such delay would cause serious danger to the public health, safety or welfare.
Petitions involving disputed issues of material fact shall be referred for a quasi-judicial hearing. The President shall designate an administrative law judge to conduct a hearing in accordance with University procedures. At the conclusion of the hearing, the administrative law judge shall submit a written recommended order to the President. The President shall then issue a preliminary order for final action and notify the firm of such order. The preliminary order of the President shall be final, unless the firm under consideration takes exception to such order; in which event, it may file with the President such exceptions within twenty-one (21) days of receipt of notice of the preliminary order. At the end of the period for filing exceptions, the President will review the preliminary order and any exceptions that have been filed, and will render the final order. The decision of the President is final. Appellate review of the final order shall be in accordance with the requirements of Rule 9.190(b) (3), Florida Rules of Appellate Procedure.

2.6.15 Vendor’s Need to Use Proprietary Rights of the University

All information proprietary to the University and disclosed by the University to any vendor shall be held in confidence by the vendor and shall be used only for purposes of the vendor’s performance under any contract resulting from this ITN.

2.6.16 Public Record

On the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 20 days after Best & Final Offers are opened, vendor proposals become public record and are available for review during the University’s regular office hours. The University will, in good faith and to the extent allowed by law, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University agrees that the information is proprietary. The University shall not be liable in any manner or in any amount for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know, nor could not have reasonably known, that such information was proprietary.

3.0  DEFINITIONS

3.1 Agreement/Contract

All types of agreements entered into by the University, regardless of what they may be called, for the procurement of materials, services or construction, or the disposal of materials. The meaning is interchangeable.

3.2 Customer

Unless otherwise, implied by the context of the specific provision within this ITN, “Customer” means a customer of the vendor, other than the University.

3.3 May, Should

Indicates something that is not mandatory, but permissible, recommended or desirable.

3.4 Must, Shall, Will, Required

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your proposal as non-responsive.
3.5 Proposal

The entirety of the vendor’s responses to each point of this ITN, including any and all supplemental offers or information not explicitly requested within this ITN.

3.6 Proprietary Information

Information held by the owner that if released to the public or anyone outside the owner's organization, would be detrimental to its interests. It is an issue of fact rather than opinion. Pricing and/or revenues cannot be considered proprietary.

3.7 Provider/Proposer

Same as Vendor

3.8 Invitation to Negotiate (ITN)

A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB) in which goods or services are precisely specified and price is substantially the only competitive factor. This ITN provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

3.9 Respondent

Same as Vendor.

3.10 Response

Same as Proposal

3.11 Successful Vendor

Any vendor selected by the University to receive a notice of award as a result of this ITN and to enter into a contract to provide the University with the products or services sought by this ITN.

3.12 Supplement Agreement

Any supplement terms and conditions agreed to by the parties, in writing, taking precedence over all other documents governing the transaction.

3.13 Supplier

Same as Vendor.

3.14 University

The University Of North Florida Board Of Trustees is the public body corporate of the University.

3.15 Vendor

For purposes of this ITN, "Vendor" means any entity responding to this ITN with the intention of winning the resulting award of contract, performing the work, and/or delivering the goods specified herein.
3.16 Vendor's Proposal
Same as Proposal

3.17 Vendor's Response
Same as Proposal

4.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provision contained in any of the documents governing this transaction, the following shall be the order of precedence: Supplement Agreement: Invitation to Negotiate; Proposal.

4.1 Actions of Successful Vendor

The University is under no obligation whatsoever to be bound by the actions of any successful vendor with respect to third parties. The successful vendor is not a division or agent of the University.

4.2 Advertising

The successful vendor shall not advertise or publish information concerning the agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

4.3 Americans with Disabilities Act

The successful vendor shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the act.

4.4 Certification

By signature on the "Proposal Certification" form included herein, the vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting agreement.

Any resulting agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting agreement(s).

4.5 Conflict of Interest

The award hereunder is subject to the provisions of Chapter 112, F.S. Vendors must disclose with the proposal the name of any officer, director, or agent who is also an employee of the University of North Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
4.6 Discrimination

An entity or affiliate who has been placed on the discriminatory list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a Vendor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

4.7 Drug Free Workplace

The successful vendor agrees that in the performance of the agreement, neither the successful vendor nor any employee of the successful vendor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the agreement. The University reserves the right to request a copy of the successful vendor’s Drug Free Workplace Policy. The successful vendor further agrees to insert a provision similar to this statement in all subcontracts for services required.

4.8 Equal Opportunity Statement

The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the bidder commits to the following:

A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.

B. If the bidder expects to receive $10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.

C. If the bidder expects to receive $50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.

D. If the bidder expects to receive $50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate____

4.9 Federal, State, and Local Taxes, Licenses and Permits

Successful vendor is solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses, and permits as they may apply to any matter under this ITN. The successful vendor must demonstrate that they are duly licensed by whatever regulatory body may require during the performance of the agreement. Prior to the commencement of agreement, the successful vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

4.10 Inspection and Audit

All books, accounts, reports, files and other records relating to the Agreement shall be subject at all reasonable times to inspection and audit by the University of North Florida.
4.11 Liens

Each successful vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the successful vendor.

4.12 Modifications

The agreement can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

4.13 Non-Discrimination

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

4.14 Sales and Use Tax

The successful vendor agrees to comply with and to require all of his subcontractors to comply with, all the provisions of applicable law. The successful vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the successful vendor or any subcontractors to comply with the provisions of any and all said laws. The University is a tax immune sovereign exempt from state sales and use tax.

4.15 Sexual Harassment

Federal law and the policies of the University prohibit sexual harassment of University employees or students. Sexual harassment includes any unwelcome sexual advance toward a University employee or student, any request for a sexual favor from a University employee or student, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or a offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

4.16 Small Business & Vendor Diversity Program

The University is committed to utilizing Florida Certified Minority Businesses and Small Businesses/Small Disadvantaged Businesses (CMBE, SB, & SDB) that provide services and/or commodities. If subcontracting is necessary, the successful vendor will make every effort to use CMBE, SB, & SDB in the performance of the agreement.

4.17 Smoking Policy

All facilities of University of North Florida are smoke free. Smoking is not permitted inside University buildings or within 50 feet of doorways and air intakes. The successful vendor is expected to respect this smoke free policy and fully comply with it.
4.18 Assignment-Delegation

No right or interest in the agreement shall be assigned or delegation of any obligation made by successful vendor without written permission of the University. Any attempted assignment or delegation by successful vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

4.19 Assignment of Anti-Trust Overcharge Claims

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser; therefore, successful vendor hereby assigns to the University any and all claims for such overcharges.

4.20 Date for Reckoning Prompt-Payment Discount

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

4.21 Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

4.22 Furnish and Install

The items specified in this solicitation will be provided on a furnished and installed basis. The successful vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the successful vendor. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

4.23 Indemnification/Hold Harmless

The successful vendor shall indemnify, defend, and hold harmless the University of North Florida Board of Trustees, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of successful vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the agreement. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by successful vendor and third party infringement under the agreement.

LIABILITY The University will not: (1) indemnify or hold the successful vendor harmless; (2) enlarge the scope of the waiver of sovereign immunity provided in Section 768.28, Florida Statutes; or (3) limit, by contract or otherwise, the legal responsibility or liability of the successful vendor to the University for performance required by the Agreement.
4.24 Insurance Requirements

The provider shall agree to indemnify, defend and save harmless the University of North Florida against any and all claims of any whatsoever including, but not limited to, damages to property of UNF or injury to employees, visitors or students of UNF arising out of the operations of the contractor. It shall be the responsibility of the successful provider to furnish UNF with a Certificate of Insurance after the Notice of Award has been issued but prior to the start of any service to UNF. Attention is called to the fact that all insurance companies shall be authorized to do business in the State of Florida. Insurance Certificates must be furnished to UNF within ten (10) calendar days after receipt of the Notice of Award.

Provider shall, at its own expense, obtain and maintain at all times during the term of this contract, professional liability insurance issued by a responsible insurance company, authorized to do business in Florida, with coverage limits of not less than one hundred thousand dollars ($100,000.00) per occurrence to cover such claims or liability caused by, or arising out of, activities of provider and its agents, and/or employees while engaged in the performance of this contract. Provider shall furnish certificates of insurance, in a form acceptable to the State of Florida, evidencing that such insurance has been procured.

UNF shall be exempt from, and in no way be 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 provider that obtained the insurance.

Worker's Compensation - The successful vendor shall secure and maintain for the life of this agreement, valid Worker's Compensation Insurance as required by chapter 440, Florida Statutes.

4.25 Protection of Property

The successful vendor shall at all times guard against damage or loss to the property of the University, or of others or vendors, and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful vendor or their agents. The successful vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

4.26 Labor Disputes

Successful vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the agreement.

4.27 Laws and Regulations

Successful vendor(s) are solely responsible for keeping themselves fully informed of, and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof.

4.28 No Replacement of Defective Tender

Every tender of goods must fully comply with all provisions of the agreement as to time of delivery, quantity, and the like. If a tender is made which does not fully conform, this shall constitute a breach and successful vendor shall not have the right to substitute a conforming tender.
4.29 **No Waiver of Right by the University**

No waiver by University of any breach of the provisions of the agreement by the successful vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the agreement.

4.30 **Parking**

The successful vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The successful vendor should contact Parking Services at: [http://capricorn.anf.unf.edu/parkingservices](http://capricorn.anf.unf.edu/parkingservices)

4.31 **Payment Terms**

Payment shall be within 40 days of receipt of invoice for goods or services received.

4.32 **Price Adjustment – NOT APPLICABLE**

4.33 **Prior Course of Dealings**

No trade usage, prior course of dealings, or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting agreement.

4.34 **Public Entity Crime**

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a vendor, supplier, subcontractor, or consultant for the University for a period of 36 months from the date of being placed on the convicted list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

4.35 **Public Records**

All proposal information submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 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.

4.36 **Referencing of Orders**

For each order issued against an agreement resulting hereunder, the University intends in good faith to reference this ITN for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to the University.

4.37 **Remedies and Applicable Law**

The agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the University.
and successful vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the agreement shall be instituted in the appropriate courts in Florida.

4.38 Right of Assurance – NOT APPLICABLE

4.39 Right of Inspection

University shall have the right to inspect the goods at delivery before accepting them.

4.40 Right of Offset

The University shall be entitled to offset against any sums due the successful vendor, any expenses or costs incurred by the University, or damages assessed by the University concerning the successful vendor's non-conforming performance or failure to perform the agreement, or any other debt owing the University including expenses, costs and damages described in the termination provisions contained herein.

4.41 Shipment Under Reservation Prohibited

Successful vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

4.42 Specifications: Brand Name or Acceptable Alternate

4.43 Successful Vendor to Package Goods

Successful vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) successful vendor's name and address; (b) consignee's name, address and purchase order number; (c) container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful vendor shall bear cost of packaging unless otherwise provided.

4.44 Termination

4.44.1 Convenience

The University reserves the right to terminate the agreement, in whole or part, at any time when in the best interests of the University without penalty or recourse. Upon receipt of the written notice, the successful vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the successful vendor under the agreement shall become the property of and delivered to the University. The successful vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the successful vendor's sole remedy against the University in the event of termination under this provision.

4.44.2 Default

The University reserves the right to terminate the agreement, in whole or in part, due to the failure of the successful vendor to comply with any term or condition of the agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the agreement. The University shall provide written notice of the termination and the reasons for it to the successful vendor. Upon termination under this provision all goods, materials, documents, data and reports prepared by the successful vendor under the agreement shall become the property of, and be delivered to,
the University on demand. The University may, upon termination of the agreement, procure, on terms and in the manner that it deems appropriate, material or services to replace those under the agreement. The successful vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services.

4.44.3 Gratuities

The University may, by written notice to the successful vendor, cancel the agreement if it is discovered by the University that gratuities in the form of entertainment, gifts or other were offered or given by the successful vendor, or any agent or representative of the successful vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such agreement. In the event the agreement is canceled by the University pursuant to this provision, University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by successful vendor in providing such gratuities.

4.44.4 Insolvency

The University shall have the right to terminate the agreement at any time in the event successful vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against successful vendor and not discharged within thirty (30) days; or if successful vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for successful vendor or its business.

4.44.5 Lack of Funds

The agreement may be canceled without further obligation on the part of the University in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The successful vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the agreement in order to acquire similar equipment, material, supplies or services from another party.

4.44.6 Stop Work Order

The University may at any time, by written order to the successful vendor, require the successful vendor to stop all or any part of the work called for by the agreement for a period of ninety (90) days after the order is delivered to the successful vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the successful vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the successful vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or agreement price, or both, and the agreement shall be amended in writing accordingly.

4.44.7 Suspension or Debarment

The University may by written notice to the successful vendor immediately terminate the agreement if the University determines that the successful vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement
activity, including but limited to, being disapproved as a subcontractor vendor of any public procurement unit or other governmental body.

4.44.8 Continuation of Performance Through Termination

The successful vendor shall continue to perform, in accordance with the requirements of agreement, up to the date of termination as directed in the termination notice.

4.45 Title and Risk of Loss

The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point or points of delivery.

4.46 Warranties

In addition to any implied warranties, successful vendor warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed herein, and to the sample or samples furnished by the successful vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5.0 CURRENT INFORMATION TECHNOLOGY ENVIRONMENT

Vendors offering IT products and services to the University must be able to demonstrate successfully and to the satisfaction of the University that the offered products and services will integrate and function seamlessly in this environment.

5.1 Enterprise Systems Environment:

The University employs the enterprise-wide system Banner, from SunGard Higher Education, to provide the University with a suite of administrative applications. Banner supports the areas of student records, financial aid, finance, and human resources.

The Banner system uses an Oracle database and is hosted in a Sun OS environment. The system is largely written in Oracle's PL/SQL language although some processing and reporting programs are written in COBOL and Pro C. UNIX shell programs and Java are also used - primarily for utility and integration functions.

Online functionality is provided via two methods. Internet Native Banner (INB) provides data entry and retrieval functions for the core Banner product and is the main platform used by operational units within the University to maintain and process data. INB services are developed using Oracle forms.

Banner Self-Service (BSS) is a Web-based solution for larger audiences such as students and other casual users of the system. BSS is an html-based solution and is written largely using PL/SQL.

In addition, the University manages a number of integrated partner systems including a Web portal (Luminis), an academic learning management system (Blackboard), a web content management system (Ektron), imaging and document management, and a data warehouse and reporting solution. Integration of dozens of smaller, special purpose applications is also the IT department's responsibility.

The Luminis Platform includes portal features and provides an integrated single point of access to both online platforms in Banner as well as most of the other enterprise systems. The portal, named "myWings" gives individuals personalized exposure to information and services appropriate to their role at the University.

Physical hosting of the Banner and Luminis systems is provided by the Central Florida Regional Data Center (CFR) located at the University of South Florida in Tampa. CFR provides the University with database and
application servers, manages the operating systems for those servers, and system DBA management for the Oracle databases.

Other enterprise-wide systems include:
1. RMS – in support of residential housing
2. Raiser’s Edge – in support of the University’s fund-raising activities
3. T2 – in support of parking services management
4. Kronos – in support of employee time-keeping
5. TSI Fundware – in support of accounting functions for direct support organizations
6. Core – cashiering functions
7. SharePoint – collaborative intranet environment
8. Cognos – Enterprise Reporting Tool

5.2 Networking and Systems Environment:

9. The University is Microsoft-centric with Microsoft Windows XP and Vista being the predominant desktop operating systems. There is a nominal Macintosh presence on campus and all IT systems are required to work in both the Microsoft and Macintosh environments.
10. Server OS platforms include Microsoft Windows and RedHat Linux
11. Supported database platforms are Microsoft SQL Server and Oracle.
12. One gigabit Ethernet speeds predominate on the current university network backbone with one-gigabit transport speeds to the desktop.
13. The University is an equity partner in the Florida LambdaRail LLC [www.flrnet.org]. FLR is a research and education network. The FLR is complementary to the National LambdaRail (NLR) initiative, a national high-speed research network. Access to the NLR, Internet2, and commodity Internet services are provided via the FLR.
14. The University employs a centralized Help Desk in support of all University IT activities.
15. The University supports Microsoft Exchange email for all students, faculty, and staff.
16. The University supports a nominal implementation of Microsoft SharePoint.

6.0 SPECIFICATIONS AND REQUIREMENTS

Responses should address all requirements listed in this section. Please respond to each numbered requirement separately. Many requirements are quite detailed, with several aspects to the requirement; please address each, detailing which functionalities your product contains. Discuss how your system meets the requirement, describing strategy, system flow, and user input required. If your system is unable to provide a requested feature or functionality, please specify this in your response. We will give preference to vendors that can clearly demonstrate that they are able to meet most requirements, over vendors that claim to meet all requirements but are unable to demonstrate the functionality.

6.1 Content capabilities:
1. **Strategic planning:** Mission, goals, actions/strategies, outcomes [results], evaluation [reflection], continuous improvement plan, and ASWOT (achievements, strengths, weaknesses, opportunities, and threats) should be linked horizontally and vertically within and among units and the institution.
   a. **Longitudinal tracking:** The software should accommodate longitudinal presentation and tracking, regardless of the tracking period. Tracking periods could be static, or vary according to some defined cycle (e.g., every year, every 5 years, etc.).
   b. **Budgeting:** The software should be able to support various elements of the University’s budgeting process. Specifically, the University wishes to maintain, track, and link (where applicable) the following items for each element and sub-element (e.g., goals, actions) of the strategic plan:
      i. Initial cost(s)
      ii. Continuing cost(s)
      iii. Additional FTE required
      iv. Continuing costs associated with additional FTE
There should be an ability to assign priorities to items i. – iv. listed above at the department, college, division, and university levels. As a reporting element, there must be a capability to extract and “roll up” budget items at all levels.

2. **Program review:** For purposes of periodic program review, the software should provide the ability to define programs in various ways according to the needs of individual units, such as by major, concentration, degree, college, department, center, or activity.

3. **Assessment of learning outcomes:** The software should accommodate the entry and linkage of outcomes, curriculum maps, measures, results, evaluations, and continuous improvement, and provide the ability to create and attach rubrics and other supporting artifacts.
   a. **Multiple levels:** The software should accommodate assessment of learning outcomes at various levels, e.g., course, major, program, department, college, division, and university.
   b. **Longitudinal tracking:** The software should accommodate longitudinal presentation and tracking, regardless of the tracking period. Tracking periods could be static, or vary according to some defined cycle (e.g., every year, every 5 years, etc.).
   c. **Syllabus repository:** The software should provide a syllabus repository, with linkage of course outcomes to department level outcomes.

4. **Breadth:** The software should accommodate outcomes assessment and evaluation of programs and activities that cut across academic and nonacademic units, e.g., interdisciplinary programs, general education, and community-based transformational learning (QEP).

5. **External accreditors:** Regional (SACS) and a variety of professional accreditation standards should be preloaded.
   a. **Edit existing standards:** The software should provide the ability to add or modify standards in preloaded programs.
   b. **Add new standards:** The software should provide the ability to add new sets of program standards that are not preloaded (e.g. created locally or provided by additional external accreditors).
   c. **Standards updates:** When regional and professional accreditation standards change, standards should be promptly updated by the vendor, or should be modifiable by the University.

6. **Student work:**
   a. **Portfolios:** The software should provide a student portfolio tool that allows a student to export their portfolio to another medium, or to permit external access to specific individuals.
   b. **Repository:** Repositories of student work should be accommodated separately in both portfolio and course tools.
   c. **Faculty review:** Faculty should have the capability to provide feedback and evaluation of student work using rubrics.
   d. **Rubrics:** The software should provide a rubric creation tool and should also allow the loading of externally created rubrics. Data from rubric ratings should be rolled into higher level reporting of student learning outcomes. Individual rubric traits should be linkable to specific goals, outcomes, or standards.
   e. **Approval queues:** Faculty should be provided with easy- to- manage approval queues that prompt them to review relevant student work.
   f. **Subscription pricing:** The option should exist to subscribe some but not all students to the portfolio option, with price reflecting the actual number of portfolio subscribers.

7. **Tests and surveys:** The software should support the creation and administration of tests and surveys, with automatic collection and reporting of results.

8. **Faculty annual reports:** The software should contain a faculty annual reporting tool.

6.2 **Reporting features:**
1. **Ease of extraction:** The software should provide the ability to easily extract information and data for both regular reporting and ad hoc requests.
2. **End-user queries:** The software should accommodate access via end-user query tools, for example, Crystal Reports.
3. **Web display:** The software should provide the ability to easily extract information for public website display (e.g. Academic Learning Compacts, see links from [http://www.unf.edu/acadaffairs/IE/alc/Alpha_index_new.htm](http://www.unf.edu/acadaffairs/IE/alc/Alpha_index_new.htm)).
4. **Historical reporting**: The software should allow us to compare data extracted from strategic plan, program review, outcomes assessment, and other elements at any two or more points in time, regardless of reporting cycles. The length of time for which data will be stored should be at the discretion of the University.

5. **Longitudinal views**: The software should provide the ability to perform longitudinal comparisons for reporting and analysis purposes.

6. **Reporting cycles**: The software should provide the ability to define and manage differing reporting cycles, for example, strategic plans on a five-year cycle, program review on a seven-year cycle.

### 6.3 Usability:

1. **Ease of use**: The software should be easy to use by diverse user groups.
   - a. **Email prompts**: Occasional users should receive email prompts with a direct link into appropriate data entry fields.
   - b. **Level linkage**: Goals and learning outcomes should be easily linked to a higher or lower level in the hierarchy.
   - c. **Navigation**: Navigation should be intuitive and require a minimum number of clicks or keystrokes.
   - d. **Reports**: Reports should be easy to assemble and read.
   - e. **Document uploads**: Users should be able to upload or link to a variety of objects, such as documents, video, and audio.

2. **Keyword search**: The software should provide keyword search functionality.

3. **Workflow management**: Software should enable feedback loops and queues for tasks and approvals, with email prompts.

4. **Feedback and quality control**: At all levels, administrators should be able to approve and provide feedback on entries.

5. **Help**: The software should provide a context-sensitive help function.

6. **Other users**: The software should be demonstrated (through documented references with specific contacts provided) to be effectively functioning in other SACS institutions and preferably in other State University System institutions in Florida.

7. **Support**: The vendor should provide documentation (with references and with specifics) of excellent customer service, training, and support.

### 6.4 Functional System Administration:

1. **Banner interface**: The software must integrate or interface cleanly with Banner. The vendor must demonstrate how this integration is done at other institutions.

2. **Blackboard interface**: The software must integrate or interface cleanly with Blackboard’s Course Management System. The vendor must demonstrate how this integration is done at other institutions.

3. **Administrator interface**: The software should provide a dedicated administrator interface.

4. **Delegation of authority**: System administrator should be able to delegate selected authorities (permissions) to other unit administrators, who in turn may delegate their own authorities downward. Software should provide the capability to add, delete, and move users into roles (including multiple roles for a given user), and should accommodate the configuring of hierarchal approval queues.

5. **User access cloning**: The software should provide the ability to clone user access.

6. **Single sign-on**: The software should provide Active Directory linkage, enabling single sign-on capability.

7. **Update logging**: The software should log entries with a date, time, and user stamp.

8. **Security**: The software should accommodate hierarchical role-based application security with the ability to apply data-level security. For example, a dean can manipulate any data for his/her college and a department chair can only manipulate data related to his/her department. Within forms, different fields should be assigned different levels of security.

9. **Department and Program changes**: The system administrator should be able to rename/split units and alter academic programs without compromising data integrity. Examples include:
   - a. Programs moving to another college/department;
b. Departmental splits;
c. Changing a concentration within a major to a stand-alone major.

10. **Lock down**: System administrator should be able to lock down data and plans (e.g. strategic plans, Academic Learning Compacts) in order to prevent individuals from modifying them after a point in time. This feature should allow for an administrative override from the system administrator when an exception to the rule is approved.

11. **Database access**: The software should provide general inquiry and update capabilities against the underlying database management system using (preferably) Oracle or SQL Server. The software should provide the capability to easily import and export data.

### 6.5 IT Security Environment:

1. **Authentication**: LDAP or Active Directory integration is preferred or required, dependent upon the scope and scale of any proposed system solution. A minimum of 128 bit SSL equivalent security required on all authentication traffic.

2. **Access control**: Support of a granular level of control, commensurate with the sensitivity of the data being handled

3. **Directory support**: LDAP or Active Directory

4. **Financial transactions**: PCI compliance required

5. **Data handling**:
   - Personally identifiable information (Passwords, SSN, W4, etc.)
   - Encryption in motion required
   - Encryption at rest preferred (required for passwords – no clear text storage)

6. **Logging**: Ability to establish audit trails and accountability

### 6.6 Corporate Overview:

In this Section, Vendors shall provide a brief corporate history and overview, inclusive of:

1. Provide the date of your company’s founding and the number of years providing the software and services being proposed to UNF under this ITN.

2. Provide your company’s legal trade status (privately held corporation, etc.). Provide a copy of your company’s most recent Dun & Bradstreet report and your DUNS number.

3. Provide a complete list of your install base, clients where your assessment software has been installed.

4. Provide your company’s applicable “boilerplate” software license agreement and services contract.

5. Provide references from five (5) similar projects of similar size and scope. Please include only references within the last three years. UNF may contact these references during the evaluation process.

**Include**:

a) Institution / Location Name
b) Contact name
c) Phone no.
d) Email Address
e) Title
6.7 System Installation:

While a detailed installation plan will be finalized during negotiations and project planning, the University would like to have a general understanding of your proposed installation schedule. The awarded vendor will be responsible for full installation, integration, and testing.

Indicate any University resources you would expect related to the installation.

6.8 Implementation:

Describe all activities that are required to complete the implementation of your software. If you recommend a phased implementation, please describe the phases, timing, and reasons for a phased plan. Build in all customization, training, testing, and support activities that you believe are required to complete implementation in a timely manner. Show University responsibilities separately.

6.9 Cost Proposal:

Describe how you typically price your product and services (i.e. license fees, one-time payment with ongoing support, etc.) List different payment scenarios (i.e. implementation milestones, quarterly, etc.)

Pricing should include but is not limited to the following:

1. License fees
2. Maintenance & Support fees for ongoing years
3. Administrative training & faulty training
4. System configuration
5. Data migration
6. Training materials and User Guides
7. Online tutorials
7.0  Certifications and Forms

7.1  Certification of Proposal

**Explanation:** This certification attests to the vendor’s awareness and agreement to the content of this ITN and all accompanying provisions contained herein.

**Action:** Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate number **ITN# 10-11** issued by the University of North Florida. The undersigned, as a duly authorized officer, hereby certifies that

____________________________________
(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced Invitation to Negotiate (ITN) and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the ITN.

The undersigned certifies that to the best of his/her knowledge: (check one)

___ There is no officer or employee of the University who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.

___ The names of any and all public officers or employees of the University who has, or who’s relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

The undersigned further certifies that their firm (check one) ___**IS** or ___**IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action. Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: ____________________________  Title: ____________________________
Signature: __________________________  Date: __________________________

Name: ____________________________  Title: ____________________________
Signature: __________________________  Date: __________________________

____________________________________  Date: __________________________
Signature of Authorized Officer

____________________________________
Printed Name
Exhibit A
Addendum Acknowledgment Form (ITN 10-11)

I, the undersigned, acknowledge the receipt of:

Addendum No: _____ through Addendum No: _____

Please note receipt of any addendum by signing and returning this form with your ITN response. Failure to return any and all addenda shall result in disqualification of that Proposer’s Invitation response.

Authorized Signature ____________________________________
Printed or Typed Name ____________________________________
Company Name _________________________________________
Date _________________________________________________