

Invitation to Negotiate (ITN)

18ITN-02AJ

Online Proctored Testing Services for Florida's Higher Education Institutions

January 10, 2019

TO: Potential Participants

The University of West Florida ("University" or "UWF") is soliciting responses to an Invitation to Negotiate for online proctored testing services for Florida's higher education institutions.

Carefully review this Invitation to Negotiate as it provides specific technical information to aid participating firms in formulating a thorough response. **Should you elect to participate, complete an original and the required copies of the requested information and return proposal binders and a sealed box/envelope directly to the Procurement and Contracts office before 2:00 pm CST, February 26, 2019.** For more information, refer to "ITN Information and Instructions" below. **Late or incomplete responses will not be accepted.**

Respondents are fully responsible for obtaining the complete solicitation, including all attachments, addenda (if applicable), and other information by visiting the UWF Procurement and Contracts web site: <https://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notice/>. After the posting of award(s), Respondents may view the ITN files by contacting the Procurement and Contracts representative.

The name of the vendor and other information may be disclosed at a public proposal closing. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, Respondents should be aware that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the UWF Board of Trustees.

Angie Jones
Director, Procurement & Contracts
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**UNIVERSITY OF WEST FLORIDA
OFFICE OF PROCUREMENT AND CONTRACTS**

INVITATION TO NEGOTIATE # 18ITN-02 AJ
SUBMITTAL DUE DATE: February 26, 2019, 2:00 p.m. CST

Section 1

OVERVIEW

A. General Information and Summary

At the University of West Florida, we believe in the power of higher education to drive change: on campus, in our region, across the state and around the world. We are equipping today's students with the knowledge and skills needed to become tomorrow's leaders, blazing new paths, shaping their environment and creating an even brighter future. Based in Pensacola, Florida with additional locations in the region, UWF is home to five academic colleges, offering a variety of bachelor's and master's degree programs, as well as specialist degrees and a doctorate in education. With a student population of nearly 13,000 and an average class size of less than 40, UWF is committed to providing a close-knit academic experience and is consistently named a top "military friendly" University. UWF is a public, fully accredited, co-education institution of the twelve-member State University System of Florida. Additional information, which may be useful to the Respondent, may be obtained by visiting the University's website: <http://uwf.edu/>.

UWF operates the Complete Florida Plus Program, established in Florida Statute 1006.735. The Program includes the Florida Virtual Campus (FLVC), which has among its statutory authority *negotiation of statewide licensing resources and preferred pricing agreements, issuing purchase orders, and entering into contracts for the acquisition of distance learning resources, student support services, electronic resources, and other goods and services necessary to carry out duties ...* (Florida Statutes 1006.735(4)(e)). On behalf of its member institutions (which include the 12 public universities and 28 public state colleges of Florida) and any other non-profit accredited Florida higher education institutions who elect to participate in this agreement, FLVC is seeking a statewide agreement (or agreements) for online proctored testing services.

B. Timetable

The anticipated schedule and deadlines for this ITN and contract approval are projected as follows:

Activity	Time (Central Time)	Date
Issue ITN		January 10, 2019
Written request for explanation due date	4:00 pm CT*	January 18, 2019
Martin Luther King, Jr. Holiday	UWF Closed	January 21, 2019
Estimated issuance of explanation due date	4:00 pm CT	January 28, 2019
Submittal Due Date	2:00 pm CT*	February 26, 2019
Team Evaluation for Short List on or about	TBD**	March 18, 2019
Oral Presentations/Demos on or about, if necessary	TBD**	Week of April 8-12, 2019
Negotiations beginning on or about	TBD**	May 1, 2019
Best and Final Offer	TBD	TBD
Estimated Notice of Intent to Award posted	TBD	TBD
Estimated Master Agreement Begins		August 2019

***Please note that Vendor questions due and ITN Submittal date are on Central Standard Time**

****Evaluation for Shortlist, Oral presentations/Demos, and Negotiations are on Eastern Standard Time and will be conducted either in person, virtual, or combination due to logistics of evaluation team.**

C. Contact Person

The Procurement and Contracts Facilitator and sole point of contact (“POC”) for this ITN is:

Angie Jones, Director
Email: ajones1@uwf.edu
Phone: 850-474-2846

Respondents are advised that from the date of release of this ITN until award of the contract, **no contact with University personnel related to this ITN is permitted. All communications are to be directed to the Procurement and Contracts Facilitator listed above. Any such unauthorized contact will result in the disqualification of the Respondent’s submittal.** Respondents are fully responsible for obtaining the complete ITN, including all attachments, addenda (if applicable), and any other related information by visiting our web site: <https://uwf.edu/offices/procurement/vendors-only/open-solicitations-and-public-notices/>. It is recommended that you bookmark this web site and visit it frequently.

Explanation(s) desired by Respondent(s) regarding the meaning or interpretation of this ITN must be requested from the above contact person, by e-mail prior to the due date as stated in the above section “B” Timetable. The subject line of the email shall include the ITN number, ITN name, and due date. The explanation response will be issued in the form of an Addendum and posted to the Procurement and Contracts web site as identified above. All addenda shall be signed and submitted as part of your response. Failure to do so may disqualify your response.

Any changes or clarifications to requirements resulting from a pre-submittal conference or subsequent written questions shall be issued by official addendum. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the UWF sole POC in the official addendum format. Where there appears to be a conflict between the ITN and any addenda issued, the last written addendum shall prevail.

D. Attachments

1. Attachment A – ITN Certification Form
2. Attachment B – ITN Information and General Conditions
3. Attachment C – Agreement Terms and Conditions
4. Attachment D – Minimum Insurance Requirements
5. Attachment E – Certification Regarding E-Verify System
6. Attachment F – Cost Proposal

E. Response Submission

The University is subject to Section 119.07, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to section 119.07 exists. Submitted material, which is marked as confidential, will be treated as confidential by the University to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Section 119.07, Florida Statutes, or other applicable law.

In order for the information to be considered covered by trade secret exemption of the Public Records law, you must take measures to assert the exemption by placing the information provided

in your submission that meets the criteria of a trade secret in the “confidential information” tab noted below in Section IV, “ITN Information and Instructions.

Submittals including the signed ITN Certification Form must be received by the University of West Florida’s Office of Procurement and Contracts Office by the due date and time as stated in the above Timetable. All addenda, if applicable, shall be signed and submitted as part of your response. Late of incomplete responses will not be accepted. See Section IV, “ITN Information and Instructions” and Attachment B, “ITN Information and General Conditions” for additional instructions.

Each response is to be submitted in a three-ring binder using index tabs with the appropriate tab identification as requested within this ITN. See Section IV, “ITN Information and Instructions” for more information.

Submit:

1. One (1) original, clearly marked as original, which shall contain the original manual signature of the authorized person signing the proposal; and
2. Six (6) hard copies of the original; and
3. One (1) identical digital electronic copy on USB flash drive or CD of the original, preferably in either Word or Excel format, including appropriate tab identification of the various sections of the response.

Failure to include the original and all signed copies shall be grounds for rejection of your response without further evaluation.

The outer carton of the response shall include the ITN number and title, company name, and due date/time.

Each response is to be submitted in a spiral bound or three-ring notebook using index tabs with the appropriate tab identification as requested within this ITN.

Your response shall include the information and required submittals described in the Section IV, “ITN Information and Instructions”, and be numbered with all information appearing in the Tab in which it was requested. Questions and requests for information may not be rearranged, regrouped or divided in any way.

All information and required submittals requested shall be in hardcopy form and included in your written response. Responses shall not refer the University to electronic media such as website, cd’s, disks, or tapes in order to obtain the required information or submittals.

Information submitted that is not requested by the University may be considered to be supplemental, and not subject to evaluation by the committee members.

Any information or required submittals, which due to size or binding cannot be incorporated following the proper tab, may be submitted separately. The location of the information should be provided following the numbered tab.

All required signed and completed copies of the response with the signed ITN Certification Form must be either mailed or delivered to:

UNIVERSITY OF WEST FLORIDA
Office of Procurement and Contracts
ATTN: Angie Jones
Bldg. 20W Room 159
11000 University Parkway
Pensacola, FL 32514

CAUTION: The executed ITN Certification Form (Attachment “A”) must be signed and submitted as part of your response. Failure to do so will disqualify your response.

All addenda shall be signed and submitted with response. Failure to do so may disqualify your response.

Section II

SCOPE OF SERVICES

Background

The University, desires to enter into an initial two (2) year agreement, with an option to renew for two (2) additional one (1) year periods, with Vendor(s) that will perform comprehensive online Proctoring services including, but not limited to, service, support, implementation, recording, and reporting for the member institutions. The services will be used primarily for online courses offered by Member Institutions of the state of Florida. The specifications outlined in this document meet the minimum firm requirements for the proposed services and are provided to assist participants in understanding the objectives of UWF and in submitting a thorough response.

A. Definitions

1. **Member Institution or Member** - The 12 public universities and 28 public state colleges of Florida, as well as any other non-profit accredited Florida higher education institutions which elects to participate in this agreement
2. **Vendor, Contractor, Proposer, or Respondent** - A business entity which has responded to this ITN or to which a contract has been awarded through this ITN and entered into by the University.
3. **Online Proctored Testing** - Remote monitoring of students engaged in an assessment activity using some form of technology driven or enhanced products designed to detect and report any unauthorized assistance. Such systems may involve oversight by one or more impartial individual(s) (a proctor) who monitors a student during an exam using some form of technology.
4. **Services provided to students** - Any work for students performed by an independent vendor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies
5. **Services provided to instructors** - Any work performed for instructors by an independent vendor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies
6. **Services provided to Member Institutions** - Any work performed for Member Institutions by an independent vendor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies
7. **Feedback** - The nature and method of the interaction between the proposed product or service and the faculty and students utilizing it.
8. **Maintenance and support** - any update, evaluation, improvement and/or assistance during the term of the Agreement, in support of the contractual obligation by documentation updates and help desk assistance.

9. **ADA compliance** - the products or services proposed and/or the technical environment containing them conforms to the latest version of the Web Content Access Guidelines (WCAG 2.0 AA)
10. **Service Level Agreement (SLA)** - The SLA will detail the mutual responsibilities for the Contractor/Proposer/Respondent and the customers (students, faculty, Member Institution) for the successful delivery of proctoring services.

B. General Specifications

The proctoring solution shall include, but shall not necessarily be limited to the following identified needs:

1. Service and Equipment Requirements

Proctoring Modality – UWF is seeking a cost effective, reliable, accurate online Proctoring solution. It is recognized that there are many solutions and in some cases a Vendor may offer more than one type of proctoring solution for online classes.

Student Experience - To reduce the chances that the proctoring solution may impact student performance, it should be minimally invasive for the student, both in terms of setup and while taking the exam. It is understood that online proctoring is not transparent, but UWF desires a streamlined and efficient solution to ensure that the students are not overly burdened. Solutions that require the students to schedule their exam time need to be easy and intuitive. UWF's preference is for a system that does not charge fees around student exam scheduling or exam scheduling changes.

2. Integrated Learning Management System

The proctoring solution should be fully integrated within the common learning management systems, Canvas, Desire2Learn, Blackboard, and all student and instructor tasks related to online proctoring must be conducted directly within the interface of each. Examples of these tasks include, but are not limited to, proctored exam setup & preparation, report accessing / exam review, and an instructor's ability to modify exam preferences. Such tasks should be simple, intuitive, and accomplished with minimal steps that require no separate account or login.

3. Recording & Reporting

The Proctoring solution will record every exam session unless an instructor opts to not have it recorded, including the following data: chat logs, phone and video recording. It will also monitor and/or review each exam for potential aberrations or instances of academic dishonesty. If available, the review will be based on a level of scrutiny set by the instructor. (All vendors should provide their list of standard review items/level of scrutiny.) A feedback report will be generated for each exam that includes each of the following:

- An easy and intuitive method for accessing, viewing, and navigating
- A value that identifies aberrations and/or instances of potential academic dishonesty
- An easy method for investigating and demonstrating these instances

4. Technical Requirements

Enrollment Capacity - The proctoring solution must be capable of testing high enrollment courses (exceeding 250 students) within a short time window, without requiring any modifications to the

instructor's exam preferences. Further, concurrent assessments during institution-wide exam periods may require a spike in proctoring and therefore, the Vendor must demonstrate load capacity and how volume demands will be met.

Proctor Expectations – The proctoring solution should guarantee the number of students per proctor and include considerations for limit on computers per proctor. The expected response time during an exam is 5 minutes, up to 45 minutes prior to the start of the exam. Questions outside of the exam can have a longer turnaround time (general inquiries). The Vendor must provide 24/7 support.

ADA Compliance - Vendor solution must show evidence that it is compliant with current ADA federal requirements. Vendor will also demonstrate how their solution handles ADA issues involving sight and hearing impairments.

Privacy - The proctoring solution must meet FERPA requirements. All proctoring data and logs must be stored within the U.S.

Accountability – The Proctoring solution will outline quality assurance processes and specify reimbursement procedures for undetected instances of academic misconduct (e.g. recording finds student using unauthorized materials, etc.) and errors in proctoring administration (e.g. not permitting a student to use materials that they are authorized to use).

5. Compensation

Contracts will be made with the individual institutions that choose to license with the Vendor(s) and billing will be initiated directly with the institution(s) by invoice. Please clearly articulate the pricing model (site license, per test, etc.) and what the solution will cost to implement and maintain. Please include the ability to scale up or down as needed in the pricing model, as the solution could be utilized on one or multiple Florida system campuses. Define and explain any applicable volume discounting structure.

The foregoing specifications are not intended to serve as an exhaustive summary of all requirements/specifications or of all terms of the agreement. The terms of a contract negotiated between the Successful Vendor and University will represent the final agreement of parties.

Section III

SPECIAL TERMS AND CONDITIONS

A. Non-Exclusive Contract

As a single Contractor might not provide the full range of services needed, or meet all requirements of all Member Institutions, UWF/FLVC reserves the right to make multiple awards with multiple Contractors for the services outlined in this ITN.

Likewise, the terms of the resulting Master Agreement cannot prevent a participating Member Institution from entering into agreements with other Contractors for similar services.

B. Master Agreement

Respondent's Agreement with UWF/FLVC shall be in the form of a Master Agreement that establishes general terms available to all Florida Member Institutions.

1. Member Institutions that elect to utilize the Master Agreement will execute their own Institutional Agreements with Contractor. These Institutional Agreements shall refer to, and be consistent with, the terms of the Master Agreement.
2. Member Institutions shall be individually responsible for legal and contractual obligations pertaining to their Institutional Agreement.
3. Contractor will directly invoice Member Institutions for their obligated fees.
4. Contractor will notify UWF/FLVC when a Member Institution becomes a new or renewing participant in the Master Agreement. Contractor will, upon request, provide UWF/FLVC with the names and contacts of all currently participating Member Institutions.
5. Any Member Institution under an existing contract with the successful vendor shall be permitted to join the master agreement.

C. Guarantee of Best Terms

As the statutorily authorized group licensing agent for Florida higher education, UWF/FLVC shall receive the most preferred licensing and pricing terms from Contractor. Should Contractor offer additional features, more desirable terms, or lower-cost pricing to any Florida higher education institution, those terms shall be identified to UWF/FLVC and made available for immediate incorporation into our Master Agreement.

D. Term of Contract

The proposed Master Agreement shall be an initial two (2) year agreement, with an option to renew for two (2) additional one (1) year periods,. UWF/FLVC and Contractor will mutually agree upon renewals in writing. All Member Institution contracts issued under the Master Contract shall have termination dates consistent with these service term periods.

This License Agreement shall be subject to cancellation by University upon 90 days written notice to Licensor. A termination penalty may not be charged to the University.

E. Insurance

Each Respondent shall include written evidence of insurance coverage in the amounts specified in Attachment D, "Minimum Insurance Requirements" with the proposal. **Please include in Tab D.**

Upon notification of intent of award to the successful Respondent, an original ACORD certificate of insurance for the coverage described above must be received by UWF's Office of Procurement and Contracts, which shall be in accordance with Attachment D – "Minimum Insurance Requirements". During the term of the contract, the successful Respondent must provide, pay for and maintain such insurance.

F. Public Records

This Agreement is subject to the requirements of Chapter 119, Florida Statutes (Public Records Law). UWF may unilaterally cancel this Agreement for refusal by Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.

Further, Contractor agrees that, to the extent it may meet the definition of a "contractor" within the meaning of Section 119.0701, Florida Statutes, it will:

1. Keep and maintain public records that ordinarily and necessarily would be required by UWF in order to perform the services performed by Contractor under the Agreement.

2. Provide the public with access to such public records on the same terms and conditions that UWF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer to UWF, at no cost, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to UWF in a format that is compatible with the information technology systems of UWF.
5. Failure of Contractor to comply with the provisions set forth herein shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

G. Data Security

Licensor acknowledges and agrees that any data or information provided to or made accessible to Licensor, or entered into the Licensor's website, by either the student or University personnel regarding University students in connection with this License Agreement shall at all times constitute education records of the University or those institutions participating in this agreement. Licensor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)), Florida Statutes §1006.52, and with the terms set forth herein:

Covered data and information (CDI) includes paper and electronic student education record information supplied by the University or those institutions participating in this agreement, as well as any data provided by the University students to Licensor. Licensor agrees to hold CDI in strict confidence.

Licensor shall not use or disclose CDI received from or on behalf of the University or those institutions participating in this agreement or students except as permitted or required by the License Agreement, as required by law, or as otherwise authorized in writing by University or those institutions participating in this agreement or the student. Licensor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

Licensor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the University or its students. These measures will be extended by contract to all subcontractors used by Licensor.

Licensor shall, within one day of discovery, report to the University or those institutions participating in this agreement any use or disclosure of CDI not authorized by this License Agreement or in writing by the University or the applicable student(s). Licensor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Licensor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Licensor has taken or shall take to prevent future similar unauthorized use or disclosure. Licensor shall provide such other information, including a written report, as reasonably requested by Institution.

Licensor shall defend and hold the University or those institutions participating in this agreement harmless from all claims, liabilities, damages, or judgments involving a third party, including University's costs and attorney fees, which arise as a result of Licensor's failure to meet any of its obligations hereunder.

H. Background Checks

A Level 1 background check is required to be performed by the successful Respondent(s) for each employee engaged in providing the services or activities described in this ITN. The successful Respondent(s) must represent that each employee it assigns to provide the services or activities described in this ITN has successfully passed a Level II background check. These background checks shall be performed at Respondent's expense.

The successful Respondent(s) shall also include in any related subcontracts a requirement that subcontractors providing work or services for the University on its behalf perform a Level 1 background check for each employee engaged in providing such work or services. Any and all subcontractors must represent that each employee it assigns to provide the work or services described in this ITN has successfully passed a Level 1 background check.

I. Tobacco-Free Campus Policy

The University of West Florida is a tobacco-free campus. The use of cigarettes (electronic or traditional) or other tobacco products is prohibited in all UWF-owned buildings, leased spaces and outdoors on all UWF campus properties and leased spaces. The successful Respondent(s) must fully comply with this tobacco-free policy.

Section IV

ITN INFORMATION AND INSTRUCTIONS

A. ITN Information

1. Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. The submittal of a proposal by a Respondent will be considered by UWF as constituting an offer by the Respondent to provide the services for UWF at the rates provided therein.
2. Respondents shall be of known reputation and shall have sufficient experienced and qualified personnel to adequately perform the prescribed service.
3. By submitting a proposal, the Respondent agrees to be governed by the terms and conditions as set forth in this document to include all attachments. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the University, render such proposal unresponsive.
4. All provisions of this ITN and the successful Respondent's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement.
 - i. UWF ITN document, including all attachments
 - ii. All addenda issued pursuant thereto
 - iii. Respondent's proposal
 - iv. UWF Contract to include all clarifications & negotiated modifications to Respondent's proposal

B. Submittal Instructions

Respondents shall format their responses utilizing the following Tab, Topics, Lettering, and Numbering system with requested information contained in each. Failure to comply may result in a negative review of your response and may place your response in jeopardy. Each copy is to be submitted in a three-ring binder using index tabs with the appropriate tab identification.

Tab A Essential Documents

1. Signed ITN Certification Form (see Attachment A)
2. Signed Certification Regarding E-Verify System (see Attachment E)
3. Signed addenda (if applicable)

Tab B Executive Overview and Company Profile

1. A one to two-page executive summary of the Vendor's proposal, including brief descriptions of the vendor's offering including information regarding how the Vendor plans to address the University's requirements. Disclose general information about your company including information regarding amount and type of experience of the company.
2. Contact name(s) and title(s) of the individual(s) responsible for the vendor's proposal during this ITN process.
3. Corporate Governance Documents and Certificate of Good Standing from Vendor's state of incorporation, if other than Florida.
4. Include a Statement of Vendor Warranty and ability to perform. This Vendor statement shall warrant that no legal action, proceeding, inquiry or other legal hindrance would preclude the Proposer from performing under this ITN and subsequent contract.

Tab C Qualification Overview

1. Provide examples of how your company's overall communication policies and procedures have ensured the success of similar contracts.
2. Provide at least three (3) current and verifiable references with contracts similar to this scope of work. Include the institution or firm's name, contact name, phone number, and email address.
3. Clearly explain with added value services your firm is able to offer to UWF/FLVC that would differentiate your firm from other providers.
4. Provide the name, phone number, and email of the primary point of contact and background experience for the designated individual who will handle the UWF/FLVC account.
5. Sample work: Provide examples of systems your firm has done that demonstrate your ability to meet UWF/FLVC's needs.
6. Vendor should provide resumes of person(s) handling the UWF/FLVC account.
7. Provide all technical, functional, and maintenance requirements that would be needed to address the needs and support of this ITN.

Tab D Insurance, Bonding, Licensure

Each Vendor shall include written evidence of insurance coverage in the amounts specified in Attachment D. "Minimum Insurance Requirements" with the proposal.

Upon notification of intent to award to the successful Vendor, an original ACORD certificate of Insurance for the coverage described above must be received by UWF's Office of Procurement and Contracts.

Tab E Contract

See Attachment C for Agreement Terms and Conditions

1. If applicable, list any objections to specific contract terms and provide requested replacement contract language. The University reserves the right to accept or reject any suggested replacement contract language. Although subject to minor revisions to include all clarifications and negotiated modifications, the successful Respondent will be required to execute the University's agreement incorporating the terms and conditions in Attachment C.
2. Attachment C is provided as a sample only and will be modified prior to execution to match the scope of services as stated in the ITN. Where there appears to be a conflict between the sample contract documents and the ITN, the ITN shall prevail.

Tab F Confidential Information

Any information provided in your submission that meets the criteria of a trade secret as defined under Florida law or meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law must be placed in Tab F, Confidential Information.

Tab G Supplements

Any information provided in your submission that was not directly requested by the University will be considered supplemental and must be placed in Tab G, Supplements. Supplemental information may not be subject to evaluation by the Evaluation Committee.

Tab H Cost Proposal

Vendor shall submit a detailed Cost Proposal. Vendors should be as detailed and specific as possible, including all costs associated with your firm's services. Vendors are advised to put their best foot forward and not to inflate costs with the assumption that they will be negotiated as Cost is worth 20 points of the initial evaluation and could be the difference in not making the short list.

Important Note and Warning: The Cost Proposal under TAB H shall only be published in the (1) original proposal and shall not be included in the (1) electronic copy. Our evaluation approach is that the Evaluation Team shall first review and score based only on the technical merits of each proposal and shall not be exposed to the initial pricing submitted until after the technical scoring of each proposal has been accomplished. The Procurement Officer and Lead Negotiator shall provide the analysis and scoring of the Cost Proposals submitted independently from the Evaluation Team. The Cost Proposal Scores shall be incorporated equally into each Evaluation Team member's technical score for the purposes of establishing the total score and rank. Failure to comply with these instructions may result in rejection to your proposal.

Section V

EVALUATION, NEGOTIATION, AND CONTRACT AWARD

A. Evaluation Process

1. Open Meetings Requirement: Pursuant to §286.0113, Fla. Stat., evaluation committee meetings are not open to proposers or other members of the public when negotiation strategies are discussed, any portion of the meeting that involves negotiation with a vendor, at which a vendor makes an oral presentation, or at which a vendor answers questions. A complete recording (i.e. audio recording or transcript) must be made of these closed meetings. These recordings are exempt from disclosure under the public records law (see Section 4.33) until Procurement and Contracts posts Notice of Intended Decision or until 30 days after final sealed replies are all opened, whichever occurs first. If all sealed replies are rejected, the recordings remain exempt until Procurement Contracts posts a notice of a decision concerning the reissued ITN or until Procurement Contracts withdraws the reissued ITN. The exemption period cannot exceed 12 months after the initial Procurement and Contracts notice rejecting all replies.
2. Each response will be reviewed by the Office of Procurement and Contracts to determine whether it is responsive to the submission requirements outlined in the ITN. A responsive submittal is one which has followed the requirements of the ITN, includes all documentation (including, but not limited to, the signed ITN Certification Form and all other essential documents in Tab A), is submitted in the format outlined in the ITN, was submitted prior to the due date and time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may put your response at risk of being rejected as "non-responsive".

Submittals fulfilling the basic requirements shall be referred to an Evaluation Committee for review and further consideration. The responses to this ITN will be independently evaluated by an Evaluation Team on the basis of the written submittals and additional written information as requested. If they are determined to be necessary, the Evaluation Team will conduct additional oral interviews or presentations. The evaluation will utilize the following broad criteria:

B. Basis of Short List Selection

The short list of vendors selected for further negotiations will be determined based on the vendor's demonstrated ability to meet the requirements and needs of the UWF/FLVC as stated in the ITN and demonstrated experience in providing the information that is being requested from this ITN. Responding vendors must describe and document their ability and experience in the initial written response, described in Step 1 in the ITN process. The following Criteria and Points will be used to score and rank Vendor's proposals:

- | | |
|--|-----------|
| 1. Accuracy of Functionality | 40 Points |
| 2. Technical integration and ease-of-use of system | 30 Points |
| 3. References | 10 Points |
| 4. Pricing* | 20 Points |

****Score to be calculated by Procurement and shared with Evaluation Team Members after their scoring against Criteria I-VII (Technical Proposal) has been completed. The Cost Proposal score will be equally included in each Evaluation Team member scores in order to form a basis of comparison of total score and ranking. Although it is understood by all parties that the negotiation process may eliminate or modify certain***

segments of the solution as proposed, for the purposes of comparison and evaluation, all Vendors shall note that the Cost Proposal Score shall be calculated based on your all-inclusive or “turn-key” solution proposed. All Vendors are cautioned in order to receive a representative score for their Cost Proposal they must include and price an all-inclusive solution as part of their proposal.

The Evaluation Team will carefully review the responses and each member shall independently review all responses relative to the above listed criteria. The Team shall meet to collectively discuss their analyses of the responses and to then formulate an analysis of strengths and weaknesses of each proposal. The Team will provide this analysis to the FLVC Chief Executive Officer for review; based on the results, the CEO may recommend that one or more firms be invited to participate in negotiations with the Negotiation Team.

All Respondents are hereby advised that the University may determine that oral interviews, additional written information and/or any other information may be requested at any time during the evaluation process. Internal staff analysis and presentations, outside consultants and any other resources may be utilized to assist in the selection of the Best Value Respondent(s).

UWF may, at its sole and absolute discretion, reject any and all, or parts of any and all responses; re-advertise this ITN; postpone or cancel the ITN process; or waive any irregularities in the responses received as a result of this ITN. All expenses involved with the preparation and submission of a response to UWF, or any work performed in connection therewith, shall be borne by the Respondent. No payment will be made for any responses received, or for any other effort required of or made by Respondent prior to commencement of work as defined by a contract approved and executed by UWF.

C. Negotiations and Contract Award

The Negotiation Team will evaluate each financial proposal within the context of each Respondent's complete response. The Negotiation Team may enter into negotiations with one (1) or multiple Respondents in order to achieve the most effective contract for the University. The University reserves the right to negotiate concurrently or separately with competing Respondents. The award recommendation will be made on a Best Value basis to the firm deemed to have the most advantageous “Best and Final Offer” presented.

The University will not be required to select the lowest cost Respondent. UWF may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Respondent's best terms from a cost, price and technical standpoint. The University reserves the right to award without negotiation if deemed in the best interest of the University.

Negotiations offer an opportunity for the selected Respondents to discuss their offers with the UWF negotiators and ultimately present a “Best and Final offer” and details that support their business model. The goal of this negotiation process is to identify the optimal outcome or the solution that best meets the needs of UWF.

Representatives of the Respondent(s) selected to participate in 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 offeror's best and final offer.** Such authorization will be requested prior to meeting with the Negotiation Team, and the provision of such authorization will be a prerequisite to continuation in the ITN process. Company negotiators shall enter the negotiations prepared to speak on behalf of the 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.

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 subsequent "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.

Time is of the essence and therefore the University retains the right to cease negotiations with any/all firms that do not respond to negotiation issues on a timely basis. UWF may reject offers that are determined to not be reasonably supportable. UWF reserves the right to select, and subsequently recommend for award, the proposed equipment/service, which best meets its required needs, quality levels, and budget constraints.