



**Florida State University  
Competitive Solicitation  
Acknowledgement Form**

**Submit Response To:**

Procurement Services  
Florida State University  
282 Champions Way, UCA 1400  
Tallahassee, FL 32306-2370  
Phone (850) 644-6850 | Fax (850) 644-8921  
www.procurement.fsu.edu

**CS No:** ITN 5795-9 **Title:** Fine Arts Ticket Office Systems

**Date of Issue:** February 17, 2016 **Response Due Date and Time:** March 9, 2016 @ 3:00 PM

**CS Point of Contact**

**Name:** Edward Acoff **Phone:** 850-645-8207 **Email:** eacoff@fsu.edu

**Vendor Information**

**Federal Employer Identification Number or SS Number:**

**Company Name:** \_\_\_\_\_ **Reason for no offer:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_ **Posting of Competitive Solicitation Tabulations**

**Area Code** \_\_\_\_\_ **Telephone no.** \_\_\_\_\_

\_\_\_\_\_ **Toll Free no.** \_\_\_\_\_

\_\_\_\_\_ **Fax no.** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Proposal tabulations with intended award(s) will be posted for review by interested parties at Procurement Services and our solicitation web page and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Florida Board of Governors Regulation 18.002 and FSU Regulation FSU 2.015, or failure to post the bond or other security as required in Florida Board of Governors Regulation 18.003, shall constitute a waiver of proceedings under that regulation.

**Government Classifications**  
**Check all applicable**

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

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

\_\_\_\_\_  
**Printed Name/Title**

\_\_\_\_\_  
**Authorized Signature**

**FLORIDA STATE UNIVERSITY  
INVITATION TO NEGOTIATE  
ITN 5795-9  
FINE ARTS TICKET OFFICE SYSTEMS**

**I. STATEMENT OF OBJECTIVE**

The objective of this Invitation to Negotiate (ITN) is to enable Florida State University (FSU) to enter into a contract with a Respondent to provide a Ticket Office Systems.

**II. DEFINITIONS**

- a. **Contract/Agreement** – The formal bilateral agreement signed by a representative of the FSU and the awarded Respondent(s) which incorporates the requirements and conditions listed in this ITN and the Respondent(s) proposal and agreements reached during negotiations.
- b. **Invitation to Negotiate** – a written or electronically posted solicitation for competitive sealed replies to select one or more Respondents with which to commence negotiations for the procurement of commodities or contractual services.
- c. **May, Should** – Indicates something that is not mandatory, but permissible, recommended, or desirable.
- d. **Minor Irregularities** – irregularities that have no adverse effect on FSU's interest, will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.
- e. **Must, Shall, Will** – The words "shall," "must," or "will" are equivalent and indicate mandatory requirements or conditions. FSU will not waive Responder's material deviation from any of the mandatory requirements.
- f. **Proposal/Response** – The entirety of the Respondent's submitted proposal responses to each point of an ITN, including any and all supplemental offers or information not explicitly requested within the ITN.
- g. **Respondent** - Anyone who submits a timely offer in response to this ITN.
- h. **Responsible Respondent** – A Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- i. **Responsive Proposal** – A proposal, or reply submitted by a responsive and responsible Respondent that conforms in all material respects to the solicitation.
- j. **Sole Point of Contact** - The Procurement Officer or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.
- k. **Successful Respondent** - The Respondent(s) or individual(s) who are the recommended recipient(s) of the award of a contract under this ITN (also synonymous with "Payee", "Offerer," "Contractor" and "Supplier"). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term "contractor" shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

- I. **University** – Florida State University, Florida State University Board of Trustees is a public body corporate of the State of Florida.

**III. INITIAL CONTRACT PERIOD AND RENEWAL OPTION**

The contract term is anticipated to be from July 1, 2016 to June 30, 2019 with either one (1) three (3) year renewal or three (3) one (1) year renewals. Any and all renewals are subject to satisfactory performance evaluations by FSU and must be executed in advance by written instrument agreed to by both parties. All terms and conditions of the original agreement will remain in force for the renewal period

**IV. SOLE POINT OF CONTACT**

Edward Acoff  
 Procurement Specialist  
 Procurement Services  
 282 Champions Way, Ste. A1400  
 Tallahassee, FL 32306-2370  
 Phone: 850-645-8207  
 Email: [eacoff@fsu.edu](mailto:eacoff@fsu.edu)

Preliminary questions relative to the ITN document and/or process must be submitted in advance by email to the FSU sole point of contact no later than the day and time shown in the Calendar of Events as the last day to submit questions. FSU may respond to questions via an addendum that will be posted to the Procurement Services website under the [Competitive Solicitations](#) webpage. At all times it shall remain the responsibility of the Respondent participating in the ITN to check the website for postings of addenda, notices or award decisions. No further notice will be given.

Only those communications that are in writing from Procurement Services shall be considered as a duly authorized expression on behalf of FSU. Respondents may not consider any verbal instructions as an official expression on FSU’s behalf. **QUESTIONS DIRECTED TO, OR ANY PROPOSALS RECEIVED FROM ANY OTHER DEPARTMENT, PERSON, AGENT, OR REPRESENTATIVE OF FSU WILL NOT BE CONSIDERED VALID OR BINDING.** Also, FSU will recognize only communications from Respondents that are signed and in writing as duly authorized expressions on behalf of the Respondent.

Respondents to this ITN or persons acting on their behalf shall not contact any employee or officer of FSU, Board of Trustees, or a University Direct Support Organization concerning any aspect of this ITN, except in writing to the Sole Point of Contact or Chief Procurement Officer or as provided in this ITN document, from the date of release of this ITN through the end of the 72-hour period following FSU’s posting of the notice of intended award, in accordance with Board of Governors (BOG) Regulation 18.002. Violation of this provision may be grounds for rejecting a proposal response. If there are any changes or additions to the sole point of contact information at any time in the process, participating companies will be notified via an addendum to the ITN.

**V. CALENDAR OF EVENTS**

Task	Date
FSU Issues ITN	February 17, 2016
Written Questions from Respondents no later than 5 pm EST	February 25, 2016
FSU Issues Answers to Questions via addendum no later than 3 pm EST	March 1, 2016
Written Proposals Due from Respondents no later than 3 pm EST	March 9, 2016
Evaluation of Proposals, Notify top Suppliers of Remote Demo Schedule on or about the week of	March 14, 2016
Continue Evaluations – Please reserve time now for	March 21 – 25, 2016

this pending invitation and indicate your preferred times in your response if selected	
Best and Final Offers on or about	TBD
FSU Posts Intent to Award	TBD

\*\*If applicable, site visit information outlined under the Calendar.

Unless otherwise revised by a subsequent addendum to this ITN, the dates and times by which stated actions should be taken or completed are listed above. If FSU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to the ITN and issue a Notice of Addendum on the Procurement Services website. All times listed are Eastern Standard Time (EST). It is the Respondent's responsibility to check the Procurement Services website for any updates or addendums to this ITN.

**VI. SPECIFICATIONS**

- a. The purpose of this ITN is to negotiate for a comprehensive, standalone Ticketing system. The proposed solution should not suggest 'ANY' customizations to base product, to meet ITN requirements. We do not have any interest in implementing a solution which requires core product modifications to meet ITN requirements. This system must be able to communicate with FSU's campus information system via 'proven' integrations.
  - 1. Typically we sell tickets to about 200 individual events and usually see between 55,000 – 65,000 tickets each year. Generally between 20 – 25% of our printed tickets are complimentary.
  - 2. About 50 – 55% of our tickets are sold in advance online. About 10% of the online tickets are complimentary. This is due to the vast number of student events we host and sponsor.
  - 3. Only 10 – 15% of our tickets are paid for with cash or check. Of the remaining tickets purchased with credit card, 30 – 35% is purchase in person or over the phone.

b. Functional Requirement

Features either Mandatory or Preferred (M or P)		Yes, No, Current, Future (Y,N,C,F) & Date for future features	Comments
<b>Tech Support</b>			
Supplier provides live operator phone support	M		
Online support – email	M		
24/7/365 availability for support	M		
Same-day response	M		
Online support - live chat	P		
Fast response (< 1 hr.)	P		
Supplier provides toll-free number for phone support	P		
<b>Data Integration</b>			
System uses a single database for online and in-house sales and CRM/Marketing (if offered)	M		

<b>Data Security</b>			
Tickets can be sequentially numbered	M		
Data encryption of online transactions	M		
PCI Compliant, has certificate	M		
Able to process credit cards through University approved/contracted processor, Authorize.net (web) and Bank of America/First Data (box office) - Using the Fine Arts Ticket Office's own merchant accounts	M		
Able to process credit cards through University approved/contracted processor, Bank of America/First Data (box office) - Using Point to Point Encryption TransArmor swipe technology, integrated into the system	M/P		
Ability to set security levels to performances, discounts, holds, reporting, etc. at a user level	M		
<b>Functionality</b>			
Real time, online web ticketing for single ticket sales	M		
General Admission seating offered	M		
Reserved seating offered	M		
Able to withstand large volume of simultaneous online and box office traffic for heavy on-sales.	M		
Mixed general admission and reserved seating offered at same event	M		
Full tracking of all ticket related activity	M		
Ability to build/add on additional fees (i.e. Per order)	M		
Offers flexible ticket series or "package" creation	M		
Subscriptions or packaging of events can span multiple venues, between both reserved and general admission venues	M		
Ability to have membership levels that "unlock" subscription package discounts and other ticketing benefits in both in house and online sales	M		
Ability to limit specific offers/price codes to selected channels of sale	M		
Uses "shopping cart" to capture multiple transactions across multiple venues and events	M		
Promotional code entry for discount	M		
Ability to schedule promotional codes by date and time active and end	P		
Can place limit on total number of tickets that can be purchased per promotional code / per customer	P		

Can set true BOGO promotional offers that will force customers into the parameters of the BOGO	P		
Ability to assign ticket allocations to promotions	P		
Patrons can select "best seat available" when buying online	P		
Patrons can pick their own seat from online seating diagram	M		
State tax and all fees can be listed separately on the ticket and/or receipt	M		
At-home ticket printing for online sales	M		
At-home ticket printing for phone sales via follow-up email to patron	P		
Automatic e-mail confirmation sent to customer	M		
Automatic e-mail customizable by event	P		
Lists seat location on at-home ticket printout	M		
Tickets can be reserved in a customer account to be paid for at a later date	M		
Tracks patron history of purchases, contributions, seat selections, gifts, correspondence, customer service issues, etc.	M		
Ability to tag accounts individually, or by including them in groups	M		
Ability to keep notes in account records	M		
Ability to split transactions across multiple payment types (cash, credit cards, gift certificate)	M		
Able to build additional payment types, i.e. Departmental Deduction, Foundation, etc.	M		
Allows add-ons for parking pass purchase, drinks at intermission, donations, merchandise, etc., tied to patron's name	M		
Tickets can easily be re-printed	M		
Can place limit on total number of tickets that can be purchased per event/performance	M		
Can limit on number of tickets purchased per event be toggled on/off, even after event is on-sale.	P		
Real time, online web ticketing for flex subscription/package sales	M		
Automatic dynamic pricing based on time threshold	P		
Automatic dynamic pricing based on demand threshold	P		
Ability to change price code of a selected seat before check out	P		

Unlimited number of facility, convenience, surcharges, and other fees	M		
Ability to include different fees for different price levels	P		
Misc. fees can be rolled into one, visible, total ticket charge (i.e., misc. fees are charged but not shown on screen or ticket)	P		
Patrons can create ticket packages themselves (e.g., discount for multiple events purchased at same time)	P		
Sell gift certificates (Funds stored on account for patron's future use), and gift certificates can be created/sold by organization, i.e. School of Theatre events only, Opening Nights events only	P		
Patron can see view from seat when choosing ticket	P		
System prevents patron from picking seat(s) that would leave single seats open	P		
System prevents patron from picking seat(s) that would leave single seats open, and this can be turned on/off per event/performance	P		
Provide ad space on print-at-home tickets	P		
Provide ad space on print-at-home tickets that can be manipulated on the event/performance level	P		
Can search for and report on who is in which seat, by name, in real time.	M		
Mouse over seat shows seat # and seat price if unsold; if sold it shows customer info and price paid	P		
Interactive event calendar links to all events on selected day	P		
Customer has online access to own account to update profile and retrieve transaction history and can see both online orders and box office orders	P		
Customer can self-exchange tickets	P		
Tickets can be purchased in someone else's name for will-call or print at home delivery.	P		
Lasso/Multi-seat selection tool	M		
Quick sale/bypass customer for night of event sales; with ability to turn this function on and off by user	P		
Customizable event messaging for box office selling	P		
Customizable event messaging to display to customer online	P		
Mobile friendly, responsive websites	P		
<b>Marketing/Email</b>			
User-friendly integrated customer email system	M		

Ability to send targeted emails based on past buying preferences	M		
Ability to automate functions and emails that can be set by marketing and box office staff	M		
Ability to send targeted automated emails to customers who attended performance (tickets actually scanned in)	P		
Built in mechanism for polling of customers, either online or via box office window sales.	P		
Reporting structure for emails (click-thru rates, open rates, and if feasible, share rates)	P		
Email system has ability to use pre-designed templates, as well as customer-generated templates	P		
Email system has an HTML interface	P		
<b>Infrastructure</b>			
Web-based ticketing system	M		
Includes Credit Card processing that will work with University's preferred Supplier Authorize.net (web) and Bank of America/First Data (box office)	M		
Includes barcode scanning ticket entry system	M		
Provides access control to prevent duplicate ticket use	M		
Allows unlimited number of venues	M		
Supports multiple custom branded homepage designs that will push only department/organization specific events - while connecting to one database	M		
Unlimited number of discounts, price categories, price levels and hold codes	M		
Extensive sales source identification capabilities	P		
Scans patron mobile phone barcode display in real-time	P		
Supports custom ticket design per venue	P		
Supports custom ticket design per event	M		
Allows smartphone ticket purchase	P		
Allows smartphone ticket delivery	P		
Allows outside promoter/venue renter to access their own event info, limited selling capabilities, run reports, etc.	M		
<b>Reporting</b>			
Ability to look up patrons by phone number, name, e-mail address, postal code, company name, credit card by transaction, etc., quickly and efficiently	M		
Able to modify & save existing/canned reports	M		
Method of payment report by user for shift closeout report	M		



Method of Payment report that includes number of tickets by price code and Method of Payment	P		
Sales by Zip Code/County report	P		
Sales by discount code/by price section	P		
Supplier can create new reports to our specification	P		
Can search for and report on who is in which seat, by name, in real time.	P		
Real-time notification of arrival of "flagged" patron	P		
Ability to automat reports to email out on a scheduled basis	P		
<b>Staff Access</b>			
Allows for unlimited system users	M		
Allows multiple concurrent user logins	M		
Password protected logins for each individual user	M		
Assignable privileges for users, from groups down to specific users	M		
Able to limit user privileges by event/organization	M		
Keeps log of individual daily transactions by user account - "who did what"	M		
<b>User Friendliness</b>			
Event staff can easily set up and modify own event in system w/o needing to know HTML, CSS or other web design tools	M		
Show set-up from master templates can be done quickly via cut & paste or multi-show date entry	M		
Online access is compatible with last 3 versions of common internet browsers (Internet Explorer, Firefox, Safari, Chrome, at minimum)	M		
Shows all charges itemized prior to Credit Card submission/ticket purchase	M		
Has hands-on demos online	P		
Has online training	P		
Has active online User Group(s)	P		
Recognizes potential duplicate accounts at online account login or box office POS	P		

c. Pricing

The Respondent's proposal shall include specific information based upon the following:

1. Pricing methodology (Type: perpetual license, subscription license, or other; Based upon: users, FTE, event, or other?)
2. Pricing of your proposal(s) - based upon line item and detail.
3. Include options for 1, 3, 5-year contract pricing terms
  - Is there a discount for multiple year payments?

- Can this agreement be evergreen?
  - Are there any price increases?
4. What non reoccurring costs are associated with your solution (implementation, training, professional services – define and detail.)
  5. Reoccurring costs – based upon what criteria (itemized/detailed)
  6. Professional service rates, and other rates - note what is included in the proposal and what might be additional or future costs
  7. Ongoing Maintenance Costs / Support call rates (describe what this is based upon)
  8. Price/Costs of other offerings/services – provide specifics and details
  9. What recommendations can you make to reduce the upfront and total cost of ownership of your proposed solution?

It is intended that there will be no additional costs than those outlined in this section of the ITN. Please confirm or clarify.

*The University expects Best in Class Discounts on Products and Services as offered to other World Class Universities.*

#### **VII. AUTHORITY TO NEGOTIATE (See Attachment C)**

- a. Representatives of the Respondent(s) selected to participate in oral negotiation(s) shall be 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 Respondent's best and final offer. FSU will not enter into extensive contract negotiations with the selected Respondent(s) after the negotiation process has been completed. If FSU determines that a company awarded a contract based on this ITN does not honor all agreements reached during the negotiations, as contained in the best and final offer, FSU reserves the right to immediately cancel the award and to place the company on FSU's suspended Supplier list.
- b. Company negotiators shall enter the negotiations prepared to speak on behalf of the Respondent's company. FSU reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not make 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.
- c. Only representatives of the selected companies who are authorized to negotiate and initiate contracts shall be involved in negotiations.

#### **VIII. CONTRACTUAL AGREEMENT**

The Successful Respondent(s), if any, will enter into a contract with FSU that provides for the performance of all terms and conditions set forth in this ITN, unless FSU has agreed to accept or negotiate certain terms and conditions during the ITN. Non-negotiable terms and conditions (as indicated on Attachment D) must always be performed by the Contractor. After an award is made, the entire agreement between FSU and the successful Respondent if any, shall consist of the agreement document which shall be substantially the same as 1) the terms, conditions, and specifications of the ITN 2) the documents issued by FSU and collectively constituting the ITN and 3) the proposal document submitted by the successful Respondent.

A Sample copy of FSU's standard contractual agreement, which is the instrument used to bind the parties, is attached (see Attachment D). Any concerns with the provisions and clauses of the offered agreement should be addressed during the question and answer period cited in Section V.

The Respondent shall not alter the ITN in any way and shall not reproduce all or any part of the ITN in its offer document. The Contract, if any, resulting from this ITN shall incorporate the entire ITN by reference.

## **IX. EVALUATION CRITERIA**

The submitted proposal responses will be evaluated on the following criteria. See Section XI under Tabular Format for specific submittal information:

1. Company Experience
  - a. Years in business developing this specific product
  - b. Previous experience particularly at another institution of higher education
2. Meeting General Performance Requirements and Software Functional Requirements.
3. Overall Pricing

## **X. EVALUATION PROCESS**

FSU will establish an Evaluation Committee comprised of representatives knowledgeable about the services and intent of the ITN to evaluate all proposals. The purpose of the Committee and evaluation process is to objectively review, discuss, and analyze submitted proposals and to narrow the list of Respondents to those firms which present the best proposal and are best qualified to provide any and all of the services outlined in the ITN. The Evaluation Committee will evaluate and provide a consensus opinion of all initial proposals. The proposals most closely aligned with the preferred requirements or offering a solution that is determined to be desirable and in the best interest of FSU by the Evaluation Committee will be invited into the negotiation process. After initial written proposal responses have been evaluated, the following negotiation process will be utilized:

- a. FSU may determine a short list of two or more companies with whom to enter into negotiations either concurrently or sequentially, whichever is in the best interest of FSU.
- b. If, at the conclusion of the negotiation process, the evaluation team feels that further evaluation of an offer is not needed and is unlikely to end in a contract award to the Respondent, the Respondent may be notified that his/her participation has been terminated.
- c. At the conclusion of this negotiation process, companies in whose offer FSU is still interested may be asked to submit a written best and final offer to memorialize all agreements reached during negotiations and to extend additional benefits to FSU. An invitation to submit a best and final offer is not automatic.
- d. The negotiation process will stop upon submission of the "best and final" offers and companies will not be allowed to make further adjustments to their offer or communicate further with FSU, except to respond to requests for clarification from the Committee.
- e. The final decision of the Evaluation Committee will be based upon the initial written response, negotiation sessions, and any best and final offers, if applicable. Award(s) shall be made to the responsive and responsible Respondent(s) whose proposal is determined to be the most advantageous to or in the overall best interest of FSU, taking into account the evaluation criteria.

FSU May:

- Reject any and all proposals or any part thereof, to waive informalities, to accept and further negotiate the proposal(s) deemed most favorable and beneficial to FSU, and to make single or multiple awards. Incomplete proposals may not be considered in the evaluation.
- Reserve the right to, but is not obligated to, request and require that each Respondent provide an in-person formal presentation of its proposal at a date and time to be mutually determined.
- Reserve the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation and other qualifications of the Respondent(s) and any subcontractors and to reject any

proposal irrespective of pricing and financial terms if it is determined that the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance in the services of this ITN.

- Reserve the right to refrain from notifying the unsuccessful Respondent(s) that their proposals have not been awarded by FSU until after FSU has entered into a binding agreement with the successful Respondent(s).
- Reserve the right to require a presentation from any and all Respondents, in which they may be asked to provide or they may provide information in addition to that provided in their proposals.

FSU Will:

- Reject proposals not received by the written proposal due date/time required by the ITN.
- Reject any proposal that fails to meet mandatory specifications (i.e. functional, cost or contractual requirements) stated in the ITN.

## **XI. FORMATTING**

### **a. Response Format**

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

Note: If Respondent's proposal deviates from these instructions, such proposal may, at FSU's sole discretion, be REJECTED.

### **b. Tabular Format**

Proposal responses shall be tabbed and headed exactly as outlined in each section, and the required information shall be provided in the section under which it was requested by FSU. Respondents may not combine or reorganize the headings and/or requests for information, or indicate that the information will be included in another section. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes FSU to take into consideration in reviewing the offer.

**Tab 1:** Cover Letter/Executive Summary: A one or two page executive summary of each Respondent's proposal, including brief descriptions of the company's expertise dealing with contracts of the size and scope described in the ITN, and how the Respondent plans to address the FSU's vision for the project.

- a. Provide an overview and history of your company, and experience in providing similar in scope to those requested in Section I. of this ITN.
- b. Provide a chart of the company's organization and a description of its corporate structure. Also provide the company's chain of ownership up to its ultimate parent corporation, and all subsidiaries.

**Note:** Any award hereunder is subject to the provisions of Chapter 112, F.S. All Respondents must disclose with their proposal the name of any officer, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all Respondents must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5) percent or more in the Respondent's firm or any of its branches.

**Tab 2:** Completed and signed ITN Acknowledgement Form, and signed and completed acknowledgement forms for any addenda issued.

The Addenda Acknowledgement form shall be signed by a company representative, dated and returned to FSU by the date specified in Section V. for the proposal due date/time. Failure to return an Addenda Acknowledgement form issued for this ITN may be grounds for rejection of proposal response.

**Tab 3:** Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process.

**Tab 4:** Company Experience/References: Explain how this ITN fits into your scope of expertise. Provide a list of higher education clients or other clients that you have serviced.

- a. Include previous experience particularly at another institution of higher education.
- b. Provide a list of current or very recent similar-type client accounts, if any, which are located in the United States. Client account information shall include contact name, address, phone number, length of service. NOTE: FSU reserves the right to contact these clients, if deemed necessary. Additionally, include the firm's key professionals involved in the account and who of that staff would be assigned to this account.
- c. Provide a list of client accounts lost through early termination or non-renewal over the past three (3) years. Include contact name and phone number, length of service at each account, and reason for loss.
- d. Describe the qualifications and experience of the staff that will provide services to and be assigned to the FSU account. Provide resumes that describe the job qualifications, skill sets and experience of each staff member. Clearly indicate if subcontractors or sub-consultants will be used.

**Tab 5:** Respond to General Performance Requirements/Specifications.

- a. Demonstrate an understanding of the services FSU requires under this contract.
- b. Provide a work plan and methodology the Respondent will employ to fulfill the requirements in this ITN.
- c. Include a breakdown of tasks necessary to successfully accomplish FSU's goals.
- d. Include timelines and estimated completion of the needed analysis if possible.
- e. Discuss how Respondent will document and provide overall results, specific recommendations and potential action plans both during and at the end of the engagement.
- f. Discuss how project status updates will be provided, how project scope adjustments will be implemented and how milestones will be adjusted as necessary.
- g. Discuss post-project follow-up and documentation transfer/availability to assist with remediation efforts.
- h. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of PO. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of FSU, Monday through Friday, unless otherwise specified.
- i. Unless otherwise specified, the Respondent shall define any warranty service and replacements that will be provided during and subsequent to this contract. Respondents must explain to what extent warranty and service facilities are provided.

**Tab 6:** Financial Statement: Provide a Financial Statement for the most recent calendar or fiscal year.

**Tab 7:** Questions requiring responses, (**see attachment B**).

**Tab 8: Overall Pricing.** Describe any financial considerations or creative offerings such as signing bonuses, rebates, multi-year discounts, growth incentives, programs resulting in the end user being charged a reduced amount, early payment discounts, scholarship sponsorships, etc.

**Effective Period of Proposals.** Under this ITN, Respondent's pricing shall remain firm for a period of no less than one hundred and twenty (120) days following the closing date, in order to allow time for evaluation, approval, and award of the contract. Any Respondent 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.

**Mistakes/Errors.** Respondents are expected to examine the specifications, delivery schedule and all instructions pertaining to supplies and services. Failure to do so will be at Respondent's risk. In case of a mistake in extension, the unit price will govern.

**Condition and Packaging.** It is understood and agreed that any item offered or shipped as a result of this ITN shall be new, or a current standard production model available at the time of this response. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**Discounts.** A cash discount for prompt pay may be offered. However, such discounts shall not be considered in determining the lowest net cost for response evaluation purposes. Discounts will be computed from the date of satisfactory delivery at place of acceptance or from receipt of a correct invoice at the office specified, whichever is later. Respondents are encouraged to reflect cash discounts in the unit prices proposed.

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

- a. The proposal submitted in response to this ITN should enumerate a lump sum fixed fee.
- b. Provide the number of hours anticipated to complete the scope of services. Include detail as to various personnel who will be involved in the activities that will be completed during the engagement.
- c. List any other categories of ancillary expenses that may be billed. Note: FSU will not reimburse for travel, meals, or lodging expenses.

## **XII. DELIVERY OF PROPOSALS**

The original and number of copies specified above shall be mailed to the FSU Sole Point of Contact noted above. These copies must be received within Procurement Services no later than the date and time noted in the Calendar of Events. Emailed and faxed copies are not acceptable and shall be considered as an invalid response.

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

- a. All proposal responses must contain the Competitive Solicitation Acknowledgement form with a manual signature (or a facsimile) in the appropriate space on the form. Proposals must be typed except for those areas where the ITN specifically allows hand written entries. If submitted by mail, do not include more than one response in a sealed envelope or package. The face of the envelope or package shall contain the Procurement Services address as provided in this ITN, the date and time of the proposal opening and the ITN number. Proposals not submitted on any attached response form or in another specified media may be rejected. Any manual changes made to a ITN price must be initialed. All proposals are subject to the conditions specified herein. Any response that does not comply with these conditions will be rejected.
- b. DO NOT ALTER THIS ITN document IN ANY WAY. The only acceptable changes or alterations to this ITN will be made in the form of addenda and issued only by FSU Procurement Services.
- c. Only fully capable and responsible companies, who are in good standing with the State of Florida and FSU, who can demonstrate the ability to fulfill all specifications, and that possess the financial capability, experience, and personnel resources to provide all goods and services of the scope and breadth described in this ITN should respond.
- d. The Respondent submitting the proposal warrants that, to the best of their knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish its ability to satisfy Contract obligations, should a contract be awarded.
- e. **No Proposal Submitted.** If not submitting a response to this ITN, respond by returning only the ITN acknowledgement form with the statement "NO RESPONSE" written on it and a brief explanation in the space provided above. Failure to respond to a ITN by not returning a response or this acknowledgement form may result in removal of your company from the FSU's ITN bidder database.

- f. **Delivery Deadline.** The absolute deadline for receipt of sealed proposal responses is listed in Section V. The clock in the lobby of Procurement Services shall be the official timepiece for determining if a response has been received at the correct time. FSU is not responsible for lost, misdirected or mis-delivered, or late proposal packages for Respondent(s) using delivery services/carriers (i.e. USPS, FedEx, DHL, UPS, etc.).
- g. **Samples.** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may, upon request, be returned at the Respondent's expense. Each individual sample must be labeled with Respondent's name, manufacturer's brand name and number, ITN number and item reference. A request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the samples shall be disposed of by FSU.
- h. **Disqualification of Respondent.** Only one proposal response from an individual, firm, partnership, corporation or association under the same or different names will be considered. Reasonable grounds for believing that a Respondent is involved in more than one proposal response for the same ITN will be cause for rejection of the highest proposal response in which such Respondents are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Respondents. Proposals in which the prices obviously are unbalanced will be subject to rejection.
- i. **Proposal materials.** The materials submitted in response to this ITN become the property of FSU upon delivery to Procurement Services.

#### **Important Note Regarding Initial Written Response**

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

### **XIII. RESPONSIVENESS AND RESPONSIBILITY DETERMINATION**

#### **Responsiveness Determination**

A proposal response that is considered responsive is one that conforms to all essential requirements and satisfies all mandatory conditions set forth in the ITN specifications. Essential requirements and mandatory conditions can include required qualifications, necessary company resources and experience, pre-qualification requirements, and required certifications, and various other required or mandatory specifications. Section 287.012(25) F.S. defines a "responsive bid, responsive proposal, or responsive reply" as "a bid, proposal, or reply submitted by a responsive and responsible Supplier that conforms in all material respects to the solicitation." Section 287.012(26) F.S. defines a "responsive Supplier" as "a Supplier that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation."

#### **Responsibility Determination**

A Respondent is responsible if it can perform the contract as promised. Thus, the concept of responsibility focuses on the Respondent's trustworthiness, quality, fitness and capacity to satisfactorily perform. Determining whether a Respondent is responsible can include evaluation of the following: financial resources, performance schedule, performance record, organization and skills, equipment and facilities, and various other matters relating to the ability of a Respondent to perform the contract. Section 287.012(24) F.S. defines a "responsible Supplier" as "a Supplier who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance."



#### **XIV. MANUFACTURER'S NAMES, APPROVED EQUIVALENTS, BEST VALUES, OR SOLUTIONS**

Any manufacturers' names, trade names, brand names, or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and proposal responses are invited on comparable brands or products of any manufacturer. The Respondent may propose any equivalent brand or product that meets or exceeds the specifications for an item(s). However, a Respondent shall not be allowed to offer more than one brand or equivalent products on any one item. It is the Respondent's responsibility to select the single equivalent brand or product that his/her firm sells which meets all specifications and is the lowest in cost. If a Respondent offers more than one equivalent brand or product on an item, only the equivalent brand or product offering the lowest response shall be considered. If an offer is based on an equivalent brand or product the manufacturer's name and number must be indicated on the response form. Respondent shall submit with the proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The Respondent shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. In addition, if a Respondent has more than one best value or solution for an ITN, they should base their offer on the best value or solution that meets FSU's requirements in the written phase of the ITN process. FSU reserves the right to determine acceptance of item(s) as an approved equivalent or best values and solutions. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to offer an alternative brand will be received and considered incomplete of compliance with the specifications as listed on the ITN document. The Sole Point of Contact in Procurement Services is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon FSU unless evidenced by an addendum issued by Procurement Services.

#### **XV. INTERPRETATIONS**

Respondents shall examine the ITN to determine if FSU's requirements are clearly stated. If there are any requirements that are too vague or restrict competition, the Respondent may request, in writing, that the specifications be changed. A Respondent who requests changes in the specifications must identify and describe the Respondent's difficulty in meeting FSU's specifications; must provide detailed justification for the change, and must provide a recommended change in the specifications. Any questions concerning ITN conditions and specifications shall be directed in writing to the Sole Point of Contact for receipt by the date specified in the Calendar of Events. Inquires must reference the date of ITN opening and ITN number. No interpretation shall be considered binding unless provided in writing by the FSU in response to a request in full compliance with this provision. Oral or late requests will not be valid. A Respondent's failure to request changes by the permissible date shall be considered an acceptance of FSU's specifications and a waiver of the Respondent's right to protest the ITN specifications. FSU reserves the right to determine which changes to the ITN shall be acceptable.

#### **XVI. NONCONFORMANCE TO SOLICITATION CONDITIONS**

Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail testing, FSU may require the Respondents to reimburse FSU for all costs incurred by FSU in connection with the examination. The data derived from any test for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at Respondent's expense. Items delivered which do not comply with the ITN specification and items not delivered as per delivery date in the ITN and/or purchase order may result in Respondent being found in default. In which event, any and all procurement costs may be charged against the defaulting Respondent. Any violation of these stipulations may also result in Respondent's name being removed from Procurement Services bidder distribution list.

#### **XVII. ADDITIONS, DELETIONS, SUBSTITUTIONS**

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

## **XVIII. LEGAL REQUIREMENTS**

Applicable provisions of all Federal, State, County, and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all proposal responses received in response hereto and shall govern any response by FSU by and through its officers, employees, and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof.

## **XIX. LOBBYING AND GRATUITIES**

It shall be a breach of ethical standards for any employee of FSU or member of FSU Board of Trustees to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with this ITN or resulting contract for commodities or services.

The Respondent shall not, in connection with this ITN or any other contract with FSU, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any FSU officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any FSU officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

Respondents are prohibited from using funds provided under contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

## **XX. ADVERTISING**

In submitting a proposal, Respondent agrees not to use the results therefrom as a part of commercial advertisement.

## **XXI. PUBLIC INSPECTION**

All material submitted and opened becomes subject to the Public Records Law set forth in Chapter 119 F.S. This includes material which the Respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after ITN opening pursuant to Section 119.07, F.S. In accordance with Florida Statutes, sealed proposals, or replies received by FSU pursuant to a ITN are exempt from Chapter 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as FSU provides notice of an intended decision or until 30 days after opening the ITN proposals, or final replies, whichever is earlier.

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

## **XXII. COMPETITIVE SOLICITATION (ITN) AWARD**

An ITN Notice of Intended Award Letter that serves as the "Notice of Intended Decision" will be posted for review by interested parties on the Procurement Services website at:

<http://procurement.fsu.edu/CS%20Decisions> and will remain posted for a period of seventy-two (72) hours. Any person who is adversely effected by FSU decisions or intended decisions as detailed above in connection with this ITN, shall file a written "Notice of Protest" with the Director of Procurement Services. Failure to file a protest within the time prescribed in accordance with BOG Regulation 18.002 and FSU Regulation FSU-2.015, or failure to post the bond or other security as required in BOG Regulation 18.003, shall constitute a waiver of right to protest.

## **XXIII. COVERAGE AND PARTICIPATION**

With the consent and agreement of the successful Respondent, and pursuant to their own governing laws, purchases may be made under this ITN by other universities, governmental agencies or political subdivisions within the State of Florida pursuant to BOG Regulation 18.001. Other entity purchases are independent of the contract between entity and awarded Respondent, and FSU shall not be a party to any transaction between the awarded Respondent and any other purchaser.

#### **XXIV. SPECIAL ACCOMMODATIONS**

It is recommended that Respondent(s) arrive approx. one (1) hour before the start time of any scheduled negotiation, presentation or mandatory site visit. Attendees must follow all FSU parking regulations. If you have questions regarding where or how to park on campus, please contact FSU Parking Services at 850-644-5278. Any person requiring special accommodations should contact Procurement Services at 850-644-6850 and ask for the Sole Point of Contact noted in the ITN.

#### **XXV. ADDITIONAL QUANTITIES**

Unless otherwise noted in the ITN document or different terms are negotiated, for a period not exceeding ninety (90) days from the date of award of the proposal by FSU, the right is reserved to acquire additional quantities up to the amount shown on the ITN, but not to exceed \$75,000, at the prices listed on the proposal response to this ITN.

#### **XXVI. CONFLICT BETWEEN DOCUMENTS**

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

#### **XXVII. PROPRIETARY OR CONFIDENTIAL INFORMATION.**

If the Respondent needs to submit proprietary information with the proposal, the Respondent shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Respondents who submit proposals with information noted as proprietary or confidential may be asked to substantiate why the information is proprietary or is otherwise exempt from a public records request under Florida Law.

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 respondent information that is clearly designated and conspicuously labeled as proprietary when the University concurs that the information is proprietary, and that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by Procurement Services 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 or could not have reasonably known that such information was proprietary.

Should a request be made of the University for access to the information designated confidential or trade secret by the respondent, and upon the basis of that designation the University denies the request, the respondent *shall be solely responsible for defending its position that the designated information is confidential and exempt from disclosure pursuant to Ch. 119, Florida Statutes. If there is a challenge received by the University to the confidentiality of the materials designated as trade secrets, the University shall notify the respondent of such challenge. The respondent shall have thirty (30) days following receipt of the notice from the University to file an action with a court of competent jurisdiction seeking an order barring public disclosure of the information. Failure to file such action within the thirty (30) days constitutes a waiver of any claim of confidentiality and the University will release the information as requested. Respondent also agrees to indemnify and hold harmless the University for any award, damages, fines, fees, penalties or impositions and all costs and fees, including attorney's fees, incurred by the University in connection with this section.*

## XXVIII. PURCHASES OF TANGIBLE PERSONAL PROPERTY – PRICE PREFERENCES TO FLORIDA SUPPLIERS (See Attachment A – ATTESTATION OF PRINCIPAL PLACE OF BUSINESS):

**Awards of Invitations to Negotiate:** For purchases of tangible personal property, the 2012 Florida legislature enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose “principal place of business” is the State of Florida.

- Principal Place of Business Definition: Principal place of business is defined as location where a corporation’s officers direct, control, and coordinate the corporation's activities (known as the nerve center test). In most states, corporations must report their principal place of business to the Secretary of State.
- Personal Property: When the most advantageous proposal, or the best value reply is submitted by a Respondent whose principal place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the same purchase to a Supplier in such state or political subdivision, as applicable, then FSU shall grant the same preference to the responsible and responsive Resident Supplier with the most advantageous proposal received, or the best value reply received pursuant to an Invitation to Negotiate.

With respect to Proposals and Invitations to Negotiate, if the most advantageous proposal or best value reply in that state does not grant a preference to companies having a principal place of business in that state, then no price preference will be granted.

Personal Property Definition: “Personal Property” shall be defined as goods and commodities, but not real estate, intellectual property or services.

- **IMPORTANT NOTICE:** Pursuant to Board of Governors Regulation 18.001, Respondents whose principal place of business is outside the state of Florida must include, with their proposal, or ITN response document, a written statement, signed by an attorney at law licensed to practice in the Respondent’s state (referred to as their "principal place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.
- Note: The Respondent’s principal place of business, as represented by the Respondent in its proposal or reply, may be relied upon by FSU without further inquiry. If FSU determines that a Respondent has misrepresented its principal place of business, the Respondent’s proposal or reply shall be rejected.

## XXIX. CERTIFICATION OF PROPOSAL

Respondent agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced ITN and any addenda thereto in the event of any award. Exceptions are to be noted as stated in the ITN. By signature on the Competitive Solicitation Acknowledgement form, the Respondent certifies that (1) proposal did not involve collusion or other anti-competitive practices, (2) Respondent 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, (3) Respondent certifies there is no employee of FSU, or whose relative has, a substantial interest in any Agreement subsequent to this ITN, (4) Respondent certifies they are not currently debarred, or suspended or proposed for debarment by any federal entity and agrees to notify FSU of any change in this status, should one occur, until such time as an award has been made under this procurement action and (5) Respondent certifies review of the ITN in its entirety and understands the terms and conditions contained herein and referenced below.

FSU’s standard Insurance requirements:

<http://procurement.fsu.edu/sites/default/files/media/doc/Standard Insurance Provisions.pdf>

FSU’s standard Purchase Order Terms and Conditions:

<http://procurement.fsu.edu/sites/default/files/media/doc/Standard Terms and Conditions.pdf>

The Federal Acquisition Regulations for federally funded contracts:

<http://procurement.fsu.edu/sites/default/files/media/doc/Federal Acquisition Regulations.pdf>

**ATTACHMENT A**

**ATTESTATION OF PRINCIPAL PLACE OF BUSINESS**  
*(To be completed by each Respondent)*

ITN Number \_\_\_\_\_

Business Name \_\_\_\_\_

Identify the state in which the Respondent has its principal place of business \_\_\_\_\_

Signature of Respondent representative authorized to attest to the accuracy of all information \_\_\_\_\_

Typed or printed name of above signatory \_\_\_\_\_ Title: \_\_\_\_\_

**INSTRUCTIONS:**

**IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your proposal response. No further action is required, however, falsely claiming Florida as your principle place of business, even unintentionally, may cause your proposal to be deemed non-responsive and eliminated from further evaluation.**

**IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your proposal response. Failure to comply may cause your proposal to be deemed non-responsive and eliminated from further evaluation.**

**OPINION OF OUT-OF-STATE RESPONDENT ATTORNEY ON PREFERENCES**  
*(To be completed by the Attorney for an Out-of-State Respondent)*

**NOTICE:** FSU Regulation FSU-2.015, provides that “a Supplier whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.”

**LEGAL OPINION ABOUT STATE PREFERENCES**  
*(Please Select One)*

\_\_\_\_\_ The Respondent’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

\_\_\_\_\_ The Respondent’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

\_\_\_\_\_  
\_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION PREFERENCES**

*(Please Select One)*

\_\_\_\_\_ The Respondent's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

\_\_\_\_\_ The Respondent's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

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Signature of out-of-state Respondent's attorney \_\_\_\_\_

Printed name of out-of-state Respondent's attorney \_\_\_\_\_

Address of out-of-state Respondent's attorney \_\_\_\_\_

Telephone number of out-of-state Respondent's attorney (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email address of out-of-state Respondent's attorney \_\_\_\_\_

Attorney's state of bar admission \_\_\_\_\_

## **ATTACHMENT B**

### **Florida State University Fine Arts Ticket Office (FATO)**

#### **Technical Questions**

1. Which database is used? (e.g. MS SQL Server, MySQL, Oracle, etc.) Indicate if more than one database is used and why.
2. Does the system support FSU FATO being able to use our own merchant accounts? Additionally, would FSU FATO be able to have one merchant account attached to online sales and a separate merchant account attached to box office sales?
3. Describe infrastructure environment in terms of appropriate hardware redundancy, security, and system backup, including Access Management server, if included.
4. What formats are supported for exporting data?
5. What formats are supported for importing data?
6. Does product support all major modern browsers? (IE, Firefox, Safari, Chrome)
7. Does the product function well with BOCA Mini-Plus or Lemur printers?
8. How long does a typical walk-up, general admission sale take, in seconds?
9. If system prevents leaving single seats, describe ticket selection process.
10. Describe any CRM-type marketing tools that are part of the standard product, including email, pre- and post-event follow-up, surveys, donor management, etc.
11. If patrons have access to their own profiles online, what can they see?
12. Describe social network (Facebook, Twitter, etc.) tie-ins, interfaces.
13. Describe how product is architected for mobility. Responsive design? Native applications?
14. How many concurrent user logins are included with standard product?
15. How many named user logins are included with standard product?
16. Describe the process to modify visible seating charts per event.
17. Describe how building seating maps, scaling seat maps, and dealing with seat holds and kills works in your solution and give specific examples. Additionally, what is the process and any cost associated with multiple seat configurations or scaling for one venue.
18. Describe options available for database and application server hosting. Does system need to be installed on FSU servers and run from thick or thin clients or can it be run entirely in the Internet cloud using internet browsers on workstations, iPads, smart phones, etc.?
19. How many misc. fees can be added to a ticket sale? Are any fees set by system?
20. Describe what is required to print tickets in the box office, including types of printers, ticket stock requirements, etc.

21. Describe online web page creation process, indicating whether pages visible before "Buy Ticket" are created in your software or by our own web developers.
22. Can the look and feel of your solution be adapted to our branding design, and be branded to multiple designs for each department/organization we ticket for while still pulling from one database? Additionally, can the individually branded pages only display events specific to that department/organization?
23. Describe approach to accessibility compliance.
24. Describe any event staff scheduling functionality, if included or optional.

### **Integration Questions**

25. Describe how system can integrate with FSU campus systems.
26. Can system integrate with FSU card service's single sign on environment to verify student/faculty/staff status in real time?
  - a. What 3<sup>rd</sup> party software do we need to consider purchasing to implement or host your solution, if any?
27. What higher education ERP solutions have you successfully integrated with? Please provide examples and references.
28. What SMTP environments will your solution integrate with? Special SMTP requirements?
  - a. Does system integrate with any email marketing solutions (Benchmark, Constant Contact, Mailchimp, etc.)? If so, describe specifics.
29. Does system integrate with Authorize.net? If not, what payment processing solutions do you recommend?
30. Does system integrate with point to point encryption solutions? If so, is the P2PE solution compatible with Bank of America/First Data TransArmor?
  - a. Respondent must provide a First Data TransArmor or PCI certified point to point encryption (P2PE) solution. The solution description must describe: the secure devices, applications, and processes that are used in the solution from the point of interaction (swipe or EMV dip) until the data reaches the solution provider or payment processors secure environment. The solution description must include:
    - i. PCI approved (P2PE) solutions or First Data-approved TransArmor Data Encryption solutions.
    - ii. A description of the payment channels, i.e., ecommerce, card present, and card not present that are utilized within the P2PE solution.
    - iii. A description of EMV capabilities supported by the P2PE or TransArmor Data Encryption Solution
    - iv. A description of the payment channels that cannot be utilized within the proposed P2PE solution.
    - v. An overview of the key management processes used for one-time, and recurring payment transactions available in the solution
    - vi. Identification of the Self-Assessment Questionnaire(s) that Fine Arts Ticketing can use to validate its PCI DSS compliance.
    - vii. A description of the wired (Ethernet) and wireless (e.g., Wi-Fi, 3g, 4g/LTE) network technologies that are approved for use in the proposed solution.
    - viii. Would FATO be able to entirely validate its compliance using an SAQ P2PE? If not which SAQ would we need to use to validate compliance?



- b. For TransArmor approved point to point encryption solutions, Respondent also must submit the following information:

<b>TransArmor Data Encryption Solution</b>	
<b>Name of TransArmor Solution Provider:</b>	[Replace with Respondent info]
<b>Name of TransArmor Solution:</b>	[Replace with Respondent info]
<b>POI Devices used by Merchant in solution (PTS Device Dependencies, card readers, pin entry devices, computing devices)</b>	[Replace with Respondent info]

- c. For PCI approved P2PE solutions, Respondent also must submit the following information:

<b>PCI Certified P2PE Solution</b>	
<b>Name of P2PE Solution Provider:</b>	[Replace with Respondent info]
<b>Name of P2PE Solution:</b>	[Replace with Respondent info]
<b>PCI SSC Reference Number:</b>	[Replace with Respondent info]
<b>Listed P2PE POI Devices used by Merchant (PTS Device Dependencies)</b>	[Replace with Respondent info]

- d. If Respondent are offering solutions that are undergoing PCI P2PE validation, Respondent must provide the following information:
- i. Status of PCI P2PE validation assessment.
  - ii. Timeline for completion.
  - iii. Date of Expected PCI SSC approval for P2PE solution being assessed.
  - iv. QSAC or QSA conducting Assessment.

31. What other technical integrations must we also consider to integrate your solution?

### **Ticket Inventory Questions**

The Box Office Manager and/or other box office employees with proper authority should be able to do the following. Please describe how each is accomplished:

32. Issue ticket holds
33. Kill/make seats unavailable for sale
34. Issue complimentary tickets
35. Reserve seats to be paid for later

36. Issue refunds or credits
37. Exchange tickets
38. Control inventory available for internet sales
39. Do you have paperless ticketing capabilities?

### **Event Set Up Questions**

Please explain how event set up is done. Include the following points:

40. Can set up be done by the Supplier if needed?
41. Can set up be done by box office staff if desired?
42. Where are seating maps stored?
43. If featured, where are "view from seat" photos stored?
44. Can events be set up in as little as one (1) day in advance of ticket sales?
45. Can event details be changed after tickets go on sale?

### **Reporting:**

46. Supplier shall submit sample reports/products of the following documents:

- Attach list of existing stock/canned reports.
- Explain how ad hoc and/or custom reports are generated and saved for future use. Indicate whether third-party, extra-cost reporting tools are required or recommended.
- Attendance sales and customer reports of tickets scanned
- Sales Report for an individual event
- Details Sales Report for a multi-performance event
- Method of Payment report that includes number of tickets by price code and Method of Payment
- User Reconciliation Report
- Daily Sales Report
- Weekly Sales Report utilizing General Ledger entries
- Sales comparison/projections/trends report
- Sample formatted ticket, online and box office
- Sample customer receipt, online and box office
- Sample credit card receipt, online and box office

### **Service and Support:**

47. Where is the primary location of the service organization directly responsible for maintaining the Ticketing System and the service area covered?
48. What is the total number of service representatives operating from the primary location who are trained on the system proposed and will be responding to FSU FATO's service calls?
49. What is the minimum training/certification level required for service technicians?

50. What is the guaranteed response time for service for the FSU FATO?
51. Is there a charge for expedited service?
52. How frequently are revisions and updates to software released? Is there a pre-set schedule? Is there a customer forum for feedback?
53. How does a customer submit/get approved product enhancements to be incorporated into the base product?
54. Describe the avenues the FATO can participate in to influence the development of your products.
55. Can the FATO maintain an adequate test/training environment?
  - a. How will the test environment be refreshed and how often is the refresh of data?
56. Describe your training programs and their costs (at time of purchase and after for retraining and/or follow-up)?
57. What training is included in your proposal?
58. Describe your support agreements?
  - a. Include all support options for the Fine Arts Ticket Office to consider in your proposal?
59. Describe Quality Assurance practices surrounding product releases.
60. Describe Supplier's future development plans roadmap regarding new feature releases, new technology implementation, and projected lifecycle of the current product. Describe in detail each newly planned feature for the next 12 months.
61. Give an overview of how product pricing is determined, e.g., per ticket, per total quantity tickets sold, per total ticket value, initial charge with annual maintenance or any combination of above.

## **Security and Infrastructure**

62. Are there special network requirements? What firewall or DNS requests are expected?
63. What other security measures are required or recommended for your solution?
64. Will you indemnify FSU FATO and be fully responsible for any security breach of your solutions that is outside of FSU FATO's control? If available, include that language in your response.
65. SAAS or On Premise or Cloud?
  - a. Does The Fine Arts Ticket Office need to host your solution?
    - o If no –
      - What are your SLA options for all types of availability?
      - Describe your architecture for high availability?
        - High availability is required. How many 9's is your solution supporting?
      - How do you define "uptime" and "downtime"?
        - Describe estimated "uptime"
        - Do you guarantee the "uptime"?
      - Are there planned maintenance windows, or is the system available 7x24?
      - Describe what you define as "force majeure" events and how they affect your SLA.
      - Where are your data centers located?

- Describe what you support and any support requirements for The Fine Arts Ticket Office IT personnel.
- Describe your network security
- Describe your data security
- Describe your data storage
- Describe your policies, procedure, notifications, and obligations in the case of a security breach at your facility.
- Describe the handling of our information at End of Agreement, or termination of the contract. Some issue that should be addressed are:
  - In the case of a business disruption such as a bankruptcy or business acquisition, are provisions made to hold the software in escrow so that The Fine Arts Ticket Office could install and host the software ourselves.
  - Describe how The Fine Arts Ticket Office can access and retrieve our data as part of the termination of our agreement. There should be guarantees that we will have access to our data.
- Is The Fine Arts Ticket Office able to perform an audit of your security policies and procedures?
- Describe your disaster recovery procedures and how often you test them.

### **Ticket Access Control Hardware and Software**

66. Supplier shall recommend and price separately access control hardware and software. Please indicate as part of the proposal:

- Details of capabilities
- Type of scanners
- Reporting tools

### **Implementation**

67. Describe implementation:

- a. Process
- b. Timeline/schedule
- c. Resources required by your company
- d. Resource needs by FATO – all (functional, technical, etc.)

68. Describe what it would take to be 'LIVE' on your system by August 1, 2016. If this is not a reasonable timeline, what would the earliest be for an implementation on your solution?

69. Will there be an additional cost to implement your solution to meet the August 1, 2016 timeline?

70. Are there other implementation requirements?

71. What would make the implementation process as smooth and as easy as possible?

72. Do you have any implementation concerns?

73. Provide the names and resumes of the individuals that will be implementing your solution for our campus? Include 2-3 references of like institutions where they have completed like implementations.

**ATTACHMENT C**

**AUTHORITY TO NEGOTIATE**

Respondent(s) selected to participate in negotiation(s) shall be required to submit written authorization satisfactory to the FSU attesting that the Respondent(s) lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in Respondent(s) best and final offer. Such authorization shall be a prerequisite to continuation in the ITN and negotiation process. FSU reserves the right to immediately terminate negotiations with any Respondent whose representatives are not empowered to, or who will not make decisions during the negotiation session(s). FSU may elect not to solicit a best and final offer from any Respondent whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process. FSU shall not enter into extensive contract negotiations with the selected Respondent(s) after the negotiation process has been completed. If FSU determines that a Respondent awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, FSU reserves the right to immediately cancel the award.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are (list the lead negotiator(s) authorized to bind your company):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Signature of Authorized Officer

\_\_\_\_\_

Printed Name

\_\_\_\_\_

## ATTACHMENT D

### STANDARD CONTRACT TEMPLATE

**THIS CONTRACT** (“Contract) is made as of the Effective Date by and between **Florida State University Board of Trustees**, a public body corporate of the State of Florida, acting for and on behalf of **Florida State University**, whose address is 222 S. Copeland Avenue, Westcott Building – Suite 211, Tallahassee, Florida 32306-1480 (hereinafter “FSU”) and **<Contractor Name>** (hereinafter “Contractor”), a **<type of Contractor, corporation, LLC, etc.>** authorized to do business in the State of Florida, whose address is **<insert address>**. Any addenda underlying this Contract are attached hereto and are incorporated in their entirety by reference herein.

#### Recitals:

**WHEREAS**, FSU and Contractor seek to enter into this Contract for the provision of services by Contractor to FSU on the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FSU and Contractor agree as follows:

1. **Effective Date**. The Contract shall be effective on the date signed by both FSU and Contractor (the “Effective Date”).
2. **Scope of Services**. Contractor shall be responsible for providing **<insert detail>**
3. **Expiration and Renewal**. The initial term of this Contract shall expire upon: 1) completion of the Services as specified herein 2) on **<insert date>**, or 3) upon termination of the Contract in accordance with its terms, whichever first occurs first. This Contract may be extended if both parties agree in writing to extend the contract.
4. **Compensation**. In consideration of the timely and satisfactory performance of services in accordance with this Contract, FSU agrees to make payment to Contractor as follows:
  - (a) **Fees**. FSU will pay Contractor **<insert detail>**
  - (b) **Invoicing and Payment**. All invoices shall include FSU’s Purchase Order (PO) number. At no time is a Contractor authorized to submit a PO invoice directly to an individual or the ordering department. Except where stipulated otherwise on the PO, address all invoices to:  
  
Florida State University  
UCA 5607 University Center  
Tallahassee, FL 32306-2391
  - (c) **Direct Expenses**. Contractor shall be entitled to reimbursement for direct expenses which are defined as travel expenses such as airline expenses (coach fare), hotels, meals, taxis, car rentals (compact class), and parking. Per Diem and travel expenses shall not exceed the amounts authorized by Section 112.061, Florida Statutes. Contractor will only be reimbursed for reasonable and necessary travel expenses actually incurred in the performance of official duties in accordance with the provisions of this contract. Contractor shall not seek reimbursement for expenses not incurred; expenses provided free of charge; or expenses which will be paid or reimbursed from another source. Original itemized receipts (not credit card charge slips or statements) are required for reimbursement of travel expenses (e.g. airfare, hotel, car rental, etc.).
  - (d) **Payment Terms & Interest**. The Parties agree that in accordance with Section 215.422, Florida Statutes, FSU shall pay Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes, on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the services. Interest payments of less than one dollar (\$1) will not be enforced unless Contractor requests payment. To obtain the applicable interest rate, please contact the University Controller’s Payables and Disbursements Section at (850) 644-5021.

5. **False Claims.** The Contractor represents and agrees that information submitted in support of its requests for payment is the basis of payment and is true and accurate to the best of knowledge of the responsible signatory. A violation of this provision shall subject the violator to the provisions of Sec. 68.082, F.S., pertaining to false claims against the State, and/or Sec. 837.06, F.S., pertaining to false official statements.
6. **Payment Contingent on Appropriation.** This paragraph applies if this Contract expires in a fiscal year subsequent to the fiscal year in which the Contract is entered. The State of Florida's fiscal year comprises July 1 through June 30. FSU's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. If the Legislature fails to make the necessary appropriation, FSU will determine if there are other unencumbered funds which are available and which can be lawfully expended to pay for FSU's obligations hereunder. If FSU determines that there are no such funds, FSU shall promptly notify Contractor. The giving of notice shall be deemed to have cancelled this Contract by mutual consent, with the date of notice being the date of cancellation.
7. **Mandatory Reserve.** In the event that the Florida State Governor and Cabinet are required to impose a mandatory reserve on appropriations, FSU shall amend this Contract to place in reserve the amount determined by FSU to be necessary because of the mandatory reserve. Such amendments may provide for adjustments in the deliverable products and services as may be necessary.
8. **Restrictions on Use of Funds.** Pursuant to Sec. 216.347, F.S., no funds awarded under this contract may be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.
9. **Termination of Contract.** This Contract may be terminated: 1) by mutual consent of FSU and Contractor; or 2) upon thirty (30) days' written notice by either FSU or Contractor with or without cause; or 3) unilaterally by FSU for cause, including without limitation, Contractor's refusal to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by Sec. 119.07(3), F.S., or by other provisions of general or special law.
10. **Contract Managers.** The Contract Managers for FSU and Contractor shall be:

<p>For FSU:</p> <p>Name Title Florida State University Address</p> <p>Telephone: FAX: Email:</p>	<p>For Contractor:</p> <p>Name Title</p> <p>Address</p> <p>Telephone: FAX: Email:</p>
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11. **Coordination with Contract Manager.** Contractor shall coordinate with and assist FSU's Contract Manager in the performance of the latter's responsibilities, which include without limitation:
  - (a) Monitoring the activities of Contractor.
  - (b) Receiving and reviewing the reports of Contractor to determine whether the objectives of the Contract are being accomplished.
  - (c) Receiving and reviewing the invoices for payment of funds to assure that the requirements of the Contract have been met and that payment is appropriate.
  - (d) Evaluating the process used by Contractor to monitor the activities of any subcontractor or assignee, if any.
  - (e) Establishing the right for the Contract Manager to directly access subcontractors and assignees, if any, as the Contract

Manager deems necessary.

12. **Notice.** Notice pursuant to this Contract shall be sufficient if given in writing, mailed or delivered so as to be received in the ordinary course of business by the Contract Manager for the recipient party at the address set forth above, with a copy thereof furnished by email to the recipient's email address set forth above.
13. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by FSU's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with FSU a petition for administrative hearing. FSU's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Florida Board of Governors Regulations. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate court in Leon County, Florida; in any such action, Florida law shall apply. Each party shall be liable for its own costs and fees, including attorney's fees.
14. **Insurance.** Contractor and Contractor's subcontractors shall have and maintain types and amounts of insurance that at a minimum cover their exposure in performing this Contract. FSU is self-insured, and will provide its Certificate of Insurance upon request; FSU is not required to obtain additional insurance for this Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide a certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract. All insurance policies shall be through insurers authorized to be eligible to write policies in Florida. Contractor shall comply with specific FSU insurance provisions as prescribed at <http://procurement.fsu.edu/InsuranceProvisions> unless stipulated otherwise within the PO or Contract.
15. **Indemnification.** Contractor agrees to indemnify and hold free and harmless, and defend the University, the Florida State University Board of Trustees, Florida State University Officers, employees and agents from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from bodily injury or property damage or any infringement of third party intellectual property rights caused by Contractor or its officers, employees, agents and contractors, in connection with this Contract. Notwithstanding the foregoing, Contractor and its present and former partners, principals and employees shall not be liable for any special, consequential, incidental, exemplary damages or loss (or any profits, taxes, interest, tax penalties, savings or business opportunity) or any loss, damage, or liability arising from the negligence or willful misconduct of FSU.
16. **Copyright, Patents and Royalties.** The Contractor, without exception, shall indemnify and save harmless FSU and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by FSU. If the Contractor uses any design, device, or materials covered by letters, patent, trademark, copyright or other intellectual property right or other right, it is mutually agreed and understood without exception that the Contract pricing shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. Contractor also shall indemnify and hold harmless FSU and the FSU Board of Trustees and FSU's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against FSU by any person or persons whomsoever on account of FSU's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
17. **Public Records Access.** FSU may immediately cancel this Contract in the event Contractor refuses reasonable public access to all documents, papers, letters, or other materials made or received by Contractor in conjunction with this Contract, unless the reports are exempt from Section 24(e) of Article I of the Florida Constitution or Section 119.07(1), Florida Statutes.
18. **Public Records, Contract for Services.** To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:



- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, regulation, or accounting oversight body.
- (d) Meet all requirements for retaining public records and transfer, at no cost to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Contractor does not comply with a public records request, FSU shall enforce the contract provisions in accordance with the contract.

19. **Equal Opportunity.** Contractor must at all times during the term of the contract be in compliance with all federal, state and local laws, rules and regulations relating to the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, sexual orientation, gender identity, gender expression, or any other protected group status and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein. The applicable sections, rules and regulations referenced above are hereby incorporated into the terms and conditions of this Contract.

**This Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a) and Executive Order 11246, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to the aforementioned protected groups.**

20. **Confidentiality of Information, Non-Disclosure.** Each party acknowledges that its employees may, in the performance of the Contract come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party will use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either party unless required by law, regulation, or accounting oversight body. If Contractor is exposed to FSU's confidential information, Contractor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act). Confidential information shall not include information that is public record pursuant to Florida law (Florida Statutes Chapter 119), and FSU will respond to public records requests without any duty to give Contractor prior notice. This provision shall survive termination of the Contract. If Contractor is providing software, FSU may create and return a copy of the software and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Contract is terminated or expires.
21. **Marks, Names, Logos, Designations.** The Contractor is not authorized to use the names, symbols, emblems, designs, colors, uniforms, logos, designations and other proprietary marks of FSU in connection with advertising, merchandising, promotion and sale of products or services without the prior written approval FSU's Office of Trademark and Licensing. Should Contractor desire to pursue the opportunity to advertise, Contractor should contract Office of University Trademark Licensing at 225 University Center, Suite C-5100, Tallahassee, FL 32306-2710; Telephone: 850-644-3141. For more information, visit: <http://visualsystem.fsu.edu> . For more information regarding use of the certain university emblems and logos, contact Seminole Boosters at 850-644-3484.

22. **Independent Audit.** FSU will have the right, at FSU's sole cost, to audit Contractor's fee and expense information and work product materials ("Records") using its personnel pertaining to the Contract for the preceding 12 month period. Such audit will be completed by FSU or its representatives at Contractor's office, on reasonable advance notice, and on dates and times mutually agreed to by the parties and not more than once annually. If the audit reveals Contractor owes FSU money, Contractor will pay the amount due within thirty (30) days of the date we notify Contractor of the audit results. If the audit reveals FSU owes Contractor money, FSU will pay Contractor within thirty (30) days of the date the audit is complete.
23. **Florida State University's Data.** To the extent Contractor shall have access to, use of Florida State University's data, it agrees to the provisions of this Section. "Data means any and all electronic or other information that is in the FSU's possession and control, and any and all such data that has been disclosed to Contractor. Data may include but is not limited to, information that is: (i) identified with a specific individual (e.g., "personally identifiable information" or "PII"); (ii) subject to proprietary rights under patent, copyright, trademark, or trade secret law, (iii) privileged against FSU in a civil lawsuit (e.g., data subject to attorney – FSU or doctor-patient privileges); (iv) subject to laws, regulations, rules, or standards that prohibit or limit Florida State University (e.g., the family Educational Rights and Privacy Act (FERPA), the Export Administration Act (EAR), the International Traffic in Arms Regulations (ITAR), or the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Nondiscrimination Act (GINA)); or (v) ought in good faith to be treated as sensitive, proprietary, or confidential.
24. **Prohibition of Unauthorized Use of Data.** Contractor agrees to hold data in strict confidence. Contractor shall not use or disclose data received from or on behalf of Florida State University except as required by law, regulation, accounting oversight body, or as otherwise authorized in writing by FSU. Similarly, Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor, or passed to other Suppliers or interested parties except on a case-by-case basis as specifically agreed to in writing by FSU.
25. **Security Standards.** Contractor agrees that it shall protect the data it receives from or on behalf of FSU at all times under the following standards:
- (a) **Network Security.** Contractor shall at all times maintain network security that includes, at a minimum: network firewall provisioning, and intrusion detection. Contractor shall also maintain network security that conforms to one of the following:
    - i. Those standards that Florida State University applies to its own network, as found at [www.its.fsu.edu](http://www.its.fsu.edu);
    - ii. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://checklists.nist.gov/repository/1023.html> and <http://checklists.nist.gov/repository/>; or
    - iii. Any generally recognized comparable standard that Contractor applies to its own network.
  - (b) **Data Security.** Contractor shall protect and maintain the security of data with protection that is at least good as or better than that maintained by Florida State University. These security measures include maintaining secure environments that are patched and up to date with all appropriate security updates as designated, for example, by Microsoft notification.
  - (c) **Data Transmission.** Contractor shall ensure that any and all transmission or exchange of data with Florida State University and/or other parties expressly designed by Florida State University shall take place via secure means, e.g. HTTPS or FTPS.
  - (d) **Data Storage.** Contractor shall ensure that any and all data will be stored, processed, and maintained solely on designed target servers and that no data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.
  - (e) **Data Encryption.** Contractor shall store all backup data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit key.
  - (f) **Return or Destruction of Data.** Upon cancellation, termination, expiration, or other conclusion of the Contract,

Contractor shall erase, destroy, and render unreadable all data, including copies, in possession of Contractor, its subcontractors and agents and certify in writing that these actions have been completed within thirty (30) days of the termination of this Contract or within seven (7) days of the request of FSU, whichever shall come first.

- (g) **Notification of Network or Data Breach.** Contractor shall immediately report in writing to FSU any network breach and/or use of FSU data not authorized by the Contract, including any reasonable belief that unauthorized access to the data has occurred. Contractor shall make the report to FSU not less than two (2) business days after Contractor reasonably believes there has been such unauthorized use of FSU data. Contractor's report shall identify: (i) the nature of the unauthorized use of FSU data; (ii) the network element(s) and/or data used or disclosed; (iii) who made the unauthorized use or received the unauthorized FSU data; (iv) what Contractor has done, or shall do, to mitigate any negative effect of the unauthorized FSU data; and, (v) what corrective action Contractor has taken, or shall take, to prevent future unauthorized use of FSU data.

Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, or any other event requiring such notification ("Notification Event"). FSU may, in its sole discretion, choose to provide notice to any or all parties affected by a Network or Data Breach, but Contractor shall reimburse FSU for the cost of providing such notification. Contractor further agrees to provide, or to reimburse FSU for its costs in providing, any credit monitoring or similar services that are necessary as a result of any Network or Data Breach.

26. **Conflict of Interest.** Contractor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between its corporation other than the relationships which have been previously disclosed to FSU in writing and (ii) Contractor has not been an employee of any component institution of FSU within the immediate twelve (12) months. Any violation of this conflict of interest policy will result in immediate cancellation of this Agreement in addition to a potential debarment of Contractor from doing business with FSU.
27. **Non-Agency Contractor.** If Contractor is not an agency of the State of Florida, Contractor guarantees that no individual shall render service under this Contract who is also being paid in any capacity by the State of Florida, except the service of such an individual may be utilized when Contractor can clearly establish that such service is being rendered at such times and locations as to be apart from all obligations of said individual to the State.
28. **Independent Contractor Status.** Contractor is an independent contractor and this Agreement does not form a joint venture or partnership. FSU will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will FSU furnish any medical or retirement benefits or any paid vacation or sick leave. Contractor is responsible for conduct of business operation, including employee salaries, travel, etc.
29. **Tax.** FSU is exempt from State sales and use tax.
30. **Force Majeure.** No default, delay, or failure to perform on the part of Contractor or FSU shall be considered a default, delay or failure to perform otherwise chargeable hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.
31. **Survival.** All obligations of the parties under the terms of this Contract as of the date of termination shall survive such termination.
32. **Discrepancy of Contract terms.** Should any terms or condition of this Contract or application thereof to any person or circumstance be held invalid, such invalidity shall not affect other terms, conditions, or applications of the agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

33. **Assignment.** Contractor may not assign or subcontract all or any portion of this Contract without the advance written consent of FSU.
34. **Modification of Contract.** This Contract may not be modified unless in writing signed by FSU and Contractor.
35. **Contract Construction.** FSU and Contractor waive application of the principle of contract construction that ambiguities are to be construed against a contract's drafter, and agree that this Contract is their joint product.
36. **Headings.** The headings throughout the Contract and Addendum(s) are for reference only and are not given legal effect.
37. **Waiver.** Failure of any party to timely enforce any of the terms or provisions of the Contract shall not constitute a waiver of any such terms or provisions in the future; such terms and/or provisions shall continue in full force and effect.
38. **Severability.** If any provision of the Contract and Addendum(s) is declared unenforceable or invalid, the remaining provisions will remain in force.
39. **Governing Law and Venue.** The Contract shall be governed by the laws of the State of Florida, and venue for purposes of any action brought to enforce or construe the Contract shall lie in Leon County, Florida.
40. **Attorney Review.** FSU and Contractor acknowledge that they have had their respective attorneys review and approve this Contract or that they have had the opportunity to do so.
41. **Entire Contract.** This Contract as amended, its Attachments, and ITN #, represent the entire contract between the parties, and supersede any and all prior agreements, negotiations and proposals, written or oral, relating to the subject matter. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same as noted above.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date first set below above.

**FSU:**

THE FLORIDA STATE UNIVERSITY BOARD  
OF TRUSTEES, a public body corporate, acting for  
and on behalf of THE FLORIDA STATE  
UNIVERSITY

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR:**

CONTRACTOR NAME

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

<p>Approved as to form and legality on behalf of Florida State University, Office of the General Counsel.</p> <p>By: _____</p>
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<p>Approved on behalf of Florida State University Procurement Services.</p> <p>By: _____</p>
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