



PURCHASING SERVICES

Invitation to Negotiate for

Laboratory Information Management System (LIMS)
for the College of Veterinary Medicine

Please mark all proposal submission envelopes with the
following information:

ITN18RL-110
Opening 11/16/2017

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1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

The University of Florida ("UF") is seeking proposals from vendors with extensive expertise in a laboratory information management system (LIMS) to assist the University in centralizing and automating its College of Veterinary Medicine laboratory records system. It is the intent of the University to have comprehensive solution to assist in the daily workflow of a large veterinary hospital diagnostic laboratory that supports both inside and outside clients. It is anticipated the vendor will be expert in executing the responsibilities listed below in support of the effective and efficient operations of the College of Veterinary Medicine missions of teaching, research, and service.

The overall objectives for this project are to:

- Provide a functional and integrated laboratory information management system to increase capabilities, including supporting compliance with the certification requirements of the American Association of Veterinary Laboratory Diagnosticians (AAVLD), increasing communications with submitting veterinarians both within and outside the hospital, and improving tracking of case status and timeliness of results.

1.1.1 Current State

The College of Veterinary Medicine current laboratory information management system consists of the hospital information system (IDEXX Cornerstone), plus a variety of custom written Excel spreadsheets, Word macros, and paper-based systems.

1.2 Scope of Work

University of Florida desires a laboratory information management system that will automate all aspects of its laboratory. The following requirements are needed to ensure the organization's needs are met.

- The system should integrate with Cornerstone
- The user interface must function in a fully integrated and user friendly manner
- The system must allow for communication of results to outside clinics

1.2.1 Technical Requirements and Proposal Components

SYSTEM REQUIREMENTS	
1.0 Patient Demographics	
1.1	The proposed system should include species, breed and color throughout the entire application as qualifiers; this should also occur in any transactions to other systems.
1.2	Systems should be able to accept a birth date, Fetus (for aborted animals), and Unknown.
1.3	Patients may have microchip numbers, tattoos, or other unique identifiers that should be able to be associated with the patient
1.4	There must be a unique number that identifies the patient among all patients, not just within a client record.
1.3.1	Research samples should have a uniquely identifiable tag
1.3.2	External Patients* should have a uniquely identifiable tag (reference)
1.3.3	Merging Patient Records must be possible in the system
1.5	The LIMS should list sex (male or female, and neutered or not) as well as unknown

1.6	Demographics must be modifiable at any time.
1.7	System should support alerts about patients and accounts (e.g., infectious disease suspect, in collections, etc.):
1.8	Multiple Client Ownership & Contact Information
1.9.1	The system should track patients that are owned by one or more clients
1.9.2	Add Additional Patient Contacts (Trainer/Handler, Breeder, rDVM, Clinic, etc.)
1.9	Patient RDVM/Referring Hospital History
1.9.1	Hospital Affiliation (Date Specific)
1.9.2	Communication Preferences—(mail/email/Fax)
1.9.2.1	System should provide a client portal
1.9.2.2	Should support multiple e-mail addresses per patient (e.g., owner and trainer, two owners, etc.)
1.10	System should allow for transferring patient records to another client.
1.11	Change of patient name and linking of records
1.11.1	After name change, patient record should still be searchable via the old name
2.0	Manage Internal & External Laboratory Patients
2.1	Batch Runs (herd)
2.2	System must have the ability to receive orders / requests from a hospital medical record and include all patient demographics.
2.2.1	Interfacing should be done via standard HL7 / LOINC interfaces
2.3	System should have a web accessible portal for external client/hospital clients
2.3.1	This should allow for access to test results
2.3.2	This should allow for access to information about tests available, turn around time, samples required, costs, etc.
2.4	The system should support interfacing with Idexx Cornerstone.
*External Patients – Patients that are not physically treated by our staff. Ex. Reference lab work.	
3.0	Laboratory
3.1	General
3.1.1	The system must either be integrated with the EMR or able to transfer results into the EMR once finalized by the pathologist
3.1.1.1	This transfer should be automatic
3.1.1.2	Clinicians should not be able to alter information transferred to the EMR
3.1.1.3	The system should be able to automatically save a PDF version of finalized reports to a specific file location (including network locations)
3.1.1.3.1	This should have a predefined naming convention (e.g., MRN@YYYYMMDDHHMM.pdf)
3.1.1.4.2	The location should be definable on a service-by-service basis
3.1.2	The system must be able to accept cases from inpatients and from outside submissions
3.1.3	The system must support bi-directional interfaces with laboratory equipment with an approval review process
3.1.3.1	The review process should be able to be both manual and automatic (autovalidation)
3.1.4	The system must be able to void or cancel results
3.1.5	The system must allow amending reports while maintaining the old version for verification
3.1.6	The system must allow for addendums to cases
3.1.7	The system must allow for historical case archiving
3.1.7.1	The system should allow searching case archives by diagnostic code, full text, or other
3.1.7.2	The system should allow for searching of cases based on arbitrary number of criteria (e.g., find all cases with 1 block that had GMS staining performed; find all snake cases with blood smears read out by Dr. XYZ, find all equine corneal cultures in the last 5 years that grew Fusarium sp., etc.).
3.1.7.3	The system should support import of previous cases into the archive
3.1.8	The system must allow alterations of results based on other results (correction of WBC counts based on presence of nucleated erythrocytes, etc.)

3.1.9	The system must support preliminary and finalized reports
3.1.9.1	Finalization should be able to be either manual (via faculty / staff) or automatic (via criteria developed by faculty)
3.1.9.2	Individual tests should have the option of having the preliminary results viewable by clinicians
3.1.9.3	The default for preliminary reports should be that they are only viewable by the laboratory staff
3.1.10	The system should allow for laboratory test names of arbitrary length
3.1.11	The system should be able to link reports from outside cases to patients that subsequently become inpatients
3.1.12	The system should support samples from herds (either with or without an individual animal ID)
3.1.13	The system should be able to support generating worklists for faculty, residents, and/or staff
3.1.14	The system should support linking to radiographs, endoscopy, etc. results in submission forms
3.1.15	The system should support submission of accession forms from outside clinics via a web interface
3.1.16	The system should support barcoding of samples, cassettes, and slides
3.1.17	The system should support generation of barcodes for remote printing via web for outside cases
3.1.18	The system should support outside clinicians accessing case results via web
3.1.19	The system should support automatically adding student / clinician phone numbers for inside clinicians
3.1.20	The system should allow linking photos, digital slides, etc. to reports
3.1.21	The system should allow the assignment and searching of diagnostic codes
3.1.22	The system should allow the assigning of cases to residents, pathologists, and/or staff
3.1.23	The system should interface with cassette, slide, sample, etc. printers
3.1.24	The system should support dictation software
3.1.25	The system should be able to flag interesting cases / slides for future use (teaching, Tifton, WSC, etc.)
3.1.26	The system should be able to generate information to send tests out to outside laboratories
3.1.27	The system should provide a status based on the progress of the study (Requested, Arrived, In progress, completed, etc.)
3.1.28	The system should be able to limit distribution/viewing of reports until approved by responsible person (clinician, lab manager, etc.)
3.1.29	The system should be able to limit copy/paste in specific fields in submission forms (e.g., history)
3.1.30	The system should allow for entering, tracking, and maintaining QC data for multiple labs
3.1.30.1	QC data should include individual running test, lot numbers, etc.
3.1.31	The system should be able to flag results for reporting to the state vet, etc.
3.1.32	The system should be able to support tracking and call up of SOPs during workflow
3.1.33	The system should display tests pending for inpatients
3.1.34	The system should have the ability to track turnaround times – both by section and by test
3.1.35	The system should have the ability to track inventory and recommend ordering based on tests ordered (histology lab supplies, microbiology plates, etc.)
3.1.36	The system should prevent samples from being submitted if forms filled out incorrectly (Clinician information missing, missing history, etc.)
3.1.37	The system should automatically link forms based on tests ordered
3.1.38	The system should generate a full audit trail for all samples
3.1.39	The system should support SMS / email / etc. notifications for clinicians about test results on a test-by-test basis

3.1.40	The system should suspend tests until QC for that test has been passed
3.1.41	The system should be able to provide reminders for technicians to perform QC / maintenance on equipment
3.1.42	The system should be able to assign QC samples to worklists manually or automatically
3.1.43	The system should be able to store QC data for a specified period of time, then automatically purge
3.1.44	The system should support supervisor review of QC data
3.1.45	The system should prompt users of the necessary samples to submit for a specific test, and print the sample type on the sample ID label
3.1.46	The system should support scheduling of pathologists, residents, and staff
3.1.47	The system should support scanning documents (such as histories, accession forms, etc.) and associate them with a case
3.1.48	The system should flag abnormal trends in data (disease outbreaks, etc.)
3.1.49	The system should be able to generate lists of overdue cases by clinician.
3.1.50	The system should support coding of tests in HL7, LOINC, and SNOMED CT for transfer to other EMR systems
3.1.51	The system should support custom medical dictionaries
3.1.52	The system should support the ability to provide a link to online documentation for individual tests such as a test dictionary or procedures. Test compendium should include reference ranges, specimen collection protocols, and testing location
3.1.53	Ability to color code orders by priority for online viewing.
3.1.54	Supports on-line inquiries and searches by user-defined criteria across modules.
3.1.55	Alert users when multiple people are editing a result at the same time
	3.1.55.1 Ability to merge multiple edits into a final report when appropriate
3.1.56	Provide the following information on worklists-patient name, account number (barcoded), Medical Record Number (barcoded), DOB, room/location, accession number (barcoded) and priority.
3.1.57	Provide ability to sort work lists by priority, date ranges or workstation (auto worklist).
3.1.58	Provide ability to auto print lab-defined worklist with accessioning by workstation.
3.1.59	Ability to build work lists with or without QC.
3.1.60	Generates work list by lab-defined criteria.
	3.1.60.1 Faculty and lab managers should be able to display all tests accessioned per day, per lab, etc. with status (finalized, pending, flagged for QC, etc.)
3.1.61	Allows users to control and track the work list process.
3.1.62	Supports interruption of in-progress work lists for STAT orders.
3.1.63	The system should support the ability to document callbacks and read-backs of added tests, stat, requested and critical results
3.1.64	The system should allow service-specific macros for common "boilerplate" comments / statements
3.1.65	The system should allow for the creation of formal "second opinion" cases
3.1.66	If supported by the EMR, the system should be able to change the veterinarian of record for a case (e.g., transfer of a patient from surgery to medicine, etc.)
3.2 Clinical Pathology	
3.2.1	The system should create graphs for the results of tests run multiple times
3.2.2	The system should be able to pull information from multiple sources (microbiology, molecular biology, etc.) into a final pathology report
3.2.3	The system should support multiple auto validation rules
3.2.4	The system should support multiple rules to trigger review / dilution /etc. for samples
3.2.5	The system should support Levey-Jennings graphs for QC review
3.2.6	The system should be able to integrate point-of-care (POC) testing into the lab system (via wireless, etc.)
3.2.7	The system should be able to track QC for POC units to verify compliance
	3.2.7.1 The system should be able to generate results calculated from other test values (Na/K ratio, etc.)

3.2.8	These should be able to be entered by managers / pathologists rather than requiring IT support
3.2.9	The system should be able to track which machine produced any given test results
3.2.10	Provide a minimum allowable of 50 data elements for results under one header (CBC's).
3.2.11	The system should allow for the development of user-specific macros
3.2.12	The system should allow for the creation of global macros
3.2.13	The system should be able to track lot numbers for reagents, and determine which lot number was used to generate a specific result
3.2.14	The system should allow for easy entry of manual differential results
	3.2.14.1 The system should allow users to generate manual differentials via the program (e.g., cell counter module)
3.3 Microbiology	
3.3.1	The system should support automatic transfer of results from Sensitizer / other equipment in microbiology to the LIMS
	3.3.1.1 Results should be able to be reviewed by the manager prior to finalization / release
3.3.2	The system should support rules-based microbial susceptibility testing
3.3.3	The system should support printing of labels to identify plates, culture tubes, etc.
	3.3.3.1 Each tube / plate / etc. should be uniquely identified and tracked for status
	3.3.3.2 The labels should support barcodes
3.3.4	The system should support linking a specific culture / result with the lot number(s) of the plate(s) used to generate the results
	3.3.3.1 This should be able to be obtained via barcodes on the containers / plates
3.3.5	The system should support adding freeform comments on all results
3.3.6	The system should support adding "canned" comments on all results
3.3.7	The system should support an editable bacterial taxonomy.
3.3.8	The system should support automated flagging of resistance patterns (MRSP, MRSA, ESBL, etc.).
3.3.9	Lab results should be able to be listed by service and clinician
3.3.10	The system should be able to track consumable inventories
	3.3.10.1 The system should notify managers at a given setpoint that reordering is needed
3.3.11	The system should allow for notes to be written via tablet while reviewing cultures.
	3.3.11.1 These should be separate from the prelim and final reports
	3.3.11.2 These should be able to be searched after reports are finalized
3.3.12	The system should be able to accommodate multiple orders for blood cultures at the same time, giving separate accession numbers for each
3.4 Anatomic Pathology	
3.4.1	The system should support drawing on submission forms for in house patients
3.4.2	The system should support attaching photographs to necropsy and biopsy submission forms
3.4.3	The system should allow for ordering and tracking special stains, IHCs, etc.
3.4.4	The system should allow for the use of template reports for specific tests
3.4.5	The system should be able to pull information from multiple sources (microbiology, molecular biology, etc.) into a final pathology report
3.4.6	The system should be able to notify pathologists and residents that special stains, recuts, IHCs, tests, etc. are complete
3.4.7	The system should provide the ability to manage and restrict access to photographs from a case
3.4.8	The system should be able to maintain an inventory of case material, allowing for sign out, tracking, and check in of slides, blocks, etc.
3.4.9	The system should be able to support synoptic reports

3.4.10	The system should support capture of images at the time of grossing histopathology samples and allow drawing of diagrams on the resulting picture (sections, cassettes, etc.)
3.4.11	The system should have the ability to sub assign specimen and case to a resident under an attending clinician
3.4.12	The system should notify clinicians / residents when additional testing (microbiology, etc.) results are complete for a given case
3.4.12.1	The system should be able to automatically generate an addendum report and add this to the relevant individual's work queue
3.4.13	The system should support printing identification for sample bags, formalin jars, etc.
3.4.13.1	These should support barcodes
3.4.13.2	These should be able to be labeled in the software with the tissue, etc.
3.4.13.3	These should be individually trackable
3.4.14	The system should allow for chain-of-custody information to be stored, audited, etc. electronically
3.4.15	System should alert user during order entry if previous AP specimen has been ordered on that encounter in a 72-hour timeframe.
3.4.16	The system should be able to interface with IHC stainers, etc.
3.4.17	The system should support capture of antibody lot numbers, etc. and track which lot number produced which immunoslide
3.4.18	The system should support internal notes to and from the histology lab staff from the pathologists and residents.
3.5	Other labs
3.5.1	The system should be able to support additional diagnostics, such as flow cytometry, molecular biology, etc.
3.5.2	These labs should be able to trigger additional tests based on rules and results of ordered tests
3.5.3	The labs should be able to repeat tests when required by technical problems
4.0	Inventory
4.1	System should allow for tracking of consumables by service
4.2	System should automatically update quantities based on tests ordered (e.g., decreased quantities used in each test)
5.0	Multi-Site Management
5.1	System should allow multiple clinics to operate under the same system/database
5.2	System should allow for patient records to be transferred to other sites within the same organization
5.3	System should allow for consolidated reporting across all sites
6.0	Reporting
6.1	All LIMS data should be stored as discrete information in the database, available for reporting via in-application tool or custom database.
6.2	Standard clinical reports should built into the system for the user to query patient/client data
6.3	System should generate lists of patients by specific conditions to use for quality improvement/research
6.5	The system should support disease management registries – export to VMDB
6.6	A reporting engine should be utilized within the software to allow the creation of custom reports. (ex. Crystal reports, Excel, proprietary)
6.7	End users should have the ability to create/run custom reports
6.8	Reports should be able to run on demand during the course of the day
6.9	Reports should be able to be setup to run automatically as well as be routed to a specific person/group within the office
7.0	Infection Control Management
7.1	The system should notify clinicians when specific organisms are isolated
ADMINISTRATION SERVICES	
8.0	Registration & Accessioning

8.1	System should accommodate patient accessioning via HL7 interface
8.2	System should send updates/changes to all 3 rd party systems via HL7 interface so all data is easily updated across all systems.
8.3	System should support automatically sending client/rDVM electronic communication upon report finalization (email, text, fax)
9.0	Client Management
9.1	The system should have the capability for a client to sign consent/authorization forms electronically
9.1.1	The system should support multiple different signatures for a single document
9.2	The system has the ability to create, maintain, and verify client decisions in the form of consents and authorizations when required
10.0	Referral Doctor/Hospital Management
10.1	System should support multiple rDVMs for a patient (tertiary referral, etc.)
ACADEMIC REQUIREMENTS	
11.0	Clinical Training Environment
11.1	The system should allow for evaluation of student performance on procedures
11.2	The system should support tracking of student effort on clinics
12.0	Student Engagement
12.1	Educational tools and steps
IT ENVIROMENT REQUIRMENTS	
13.0	Software and Hardware
13.1	System must run on a current database platform (MS SQL, Oracle, PostGres, MySql, etc.)
13.2	System should support VMware technology
13.3	The system should use a web interface such as HTML5 to be OS independent
13.4	System should support multiple operating systems such as Windows, Mac OS, Linux
13.5	System/application should be compatible with mobile devices tablets, phones
13.6	Clustering or failover should be possible
13.7	Faxing/email should be embedded into the system or available via 3 rd party integration
13.8	The system must support Anti-Virus software and central patch management
13.9	The system should support scaling to at least 5,000 users
13.10	The system should allow unlimited concurrent users
13.11	The system should allow for easy off-site access
14.0	Security and Auditing
14.1	The system must support multiple security levels
14.1.1	The system should allow limiting access to read and write of each specific modules based on user role
14.2	The system must support SSL or other secured data methods
14.3	The system should provide detailed auditing logs
14.3.1	User Interactions w/ Patient care
14.3.2	Record Access / Changes to fees
14.3.3	User login Failures & Attempts
14.4	The system should meet HIPPA standards
15.0	Identity Management
15.1	Group Management/Role Management
15.2	User security should be role based with authentication via Active directory. Role membership and permissions should be able to be adjusted centrally with those rights propagating out to users at workstations. Access to EMR data and modules should be to be set as no access, read only, add/modify, delete etc. Delete should be recorded as strikeouts rather than removal of the data.
15.3	Must have two part authentication – User ID and Password
15.3.1	Must have sufficient field size to support large teaching hospital staff and students without having to re-use
16.0	Interfacing
16.1	System must use HL7 transmission to communicate with 3 rd party systems
16.2	Interfaces should support bi-directional and unidirectional configurations

16.3	System should be able to send lab results after receiving requests
17.0	Migration
17.1	Data migration should be possible from old system
17.2	Database Conversions or Consultative Services
18.0	Peripheral Devices
18.1	Printing
18.1.1	Label Printing Support
18.1.2	Network printing must be supported
18.1.3	Supports barcode printing
18.2	Scanning documents directly into system should be available
18.3	Barcode scanning compatibility
18.4	The system supports electronic signature capture devices (e.g. TOPAZ)
18.5	Authorization should be able to be via peripheral hardware rather than keyboard if hardware is present (swipe cards, smart cards, biometric etc.) This could be used for authorization and logins
19.0	Testing Environments
19.1	A demonstration/test environment should be provided under the license agreement
19.2	Customer should have an opportunity to parallel test with vendor or conduct acceptance testing of changes
20.0	Back-Up/Restore
20.1	Backup and restore features must be available
20.1.1	Schedule /frequency of backup runs should be managed by local IT
20.1.2	System should support both on-site and off-site backups
21.0	Support and Training
21.1	Online support (knowledgebase, forum, info center etc.) should be available
21.2	Remote assistance is an option for server/workstation issues
21.3	Vendor participates in user meetings/conferences
21.4	Upgrades/Updates
21.4.1	Upgrades should be optional for timeline within reason
21.4.2	Frequency of upgrades/new releases schedules should be provided by the vendor
21.4.3	Training materials should be available for new functionality
21.4.4	All customers receive new enhancements even if they were not the requesting site
21.4.5	There should be no cost for software updates
21.5	Training Types
21.5.1	Recorded modules/workflow training course
21.5.2	Recorded interactive
21.5.3	Quick reference or tips & tricks videos
21.5.4	Web based training
21.5.5	Consultant led training
21.5.6	Training documents/manuals
21.5.7	User Conferences

1.3 Term of Agreement

The initial engagement which includes design, implementation and integration with the current EMR to be completed within 6 months from the time of the award. UF requires a fully functional LIMS system which meets all requirements within this ITN by June 30th, 2018 with an option to renew based on satisfactory performance and the written approval of both parties for up to 120 additional days.

1.4 Coverage and Participation

The intended coverage of this ITN and any Agreement resulting from this solicitation shall be for the use of all Departments at the University of Florida. With the consent and agreement of the Successful Vendor, the other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies, may assess and access an Agreement resulting from this solicitation issued and administered by the University of Florida.

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

1.5 University Demographics

The University of Florida is a major public land-grant research university. The state's oldest, largest, and most comprehensive university, the University of Florida is among the nation's most academically diverse public universities. The University has a long history of established programs in international education, research, and service. It is one of only 17 public land-grant universities nationwide and the only university in Florida belonging to the Association of American Universities. With more than 50,000 students, the University of Florida is now one of the five largest universities in the nation.

The University of Florida has a 2,000-acre campus and more than 900 buildings (including 170 with classrooms and laboratories). The northeast corner of campus is listed as a historic district on the National Register of Historic Places.

The University's extensive capital improvement program has resulted in facilities ideal for 21st century research including the McKnight Brain Institute, the Health Professions, Nursing and Pharmacy Building, the Cancer and Genetics Research Complex, and the Proton Therapy Institute in Jacksonville. Overall, the university's current facilities have a book value of more than \$1 billion and a replacement value of \$2 billion.

Specifically, The University of Florida's College of Veterinary Medicine is Florida's only veterinary medical college and is one of thirty vet schools in the nation. Established in 1976 the College has more than 2400 graduates from their profession degree program since the first graduating class in 1980. Currently the DVM program has an enrollment of more than 368 students and more than 120 students in the master's or doctoral programs. The UF College of Veterinary Medicine offers a variety of services to the community through the UF Veterinary Hospital for both large and small animals.

For any additional information about the University of Florida, please visit the University's web page at: www.ufl.edu.

2.0 EVALUATION PROCESS AND METHOD OF AWARD

2.1 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsive and responsible vendor whose proposal is determined to be the most advantageous to the University of Florida, taking into consideration the following evaluation criteria listed below. Pricing may be a criterion. However, the University is under no obligation whatsoever to select as most responsive the proposal that demonstrates the lowest pricing.

The contract will consist of the University's ITN, the proposal with any and all revisions, award letter, purchase order, and the signed agreement between the parties, as stated in that agreement.

Vendors whose proposals are not accepted will be notified after a final selection has been made by public posting of the selected proposer(s). This public posting functions as the rejection of all other proposals. This posting will be made to <http://www.purchasing.ufl.edu/vendors/schedule.asp>.

Evaluation Criteria

Vendor proposals will be evaluated based upon how well each Vendor's plans meet the University's needs. Specific consideration will be given to the following responses in no particular order or weighting:

- Technology solution: proposal responses demonstration of fulfilling the requirements stated in the ITN: quality and viability of the proposed solution and project implementation plan
- Corporate Experience: Extent of experience and knowledge in the development and implementation of centralized Hospital Information System. Customer references. Corporate financial stability
- Implementation Team: Quality and experience of the proposed consulting team and their demonstrated understanding of a successful and efficient Hospital Information System.
- Pricing Proposal: cost and financial considerations/flexibility and additional value added

2.2 Selection, Negotiation, Additional Information

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

The University also reserves the right to award to the next highest evaluated, responsive and responsible bidder for any and all groups, subgroups, or items in the event of vendor default, non-

performance, non-compliance or similar issues affecting the University's ability to obtain services at any time throughout the contract period.

2.3 Pre-Award Presentations

The University reserves the right to require presentation from any and all vendors, in which they may be asked to provide or they may provide information in addition to that provided in their proposals.

2.4 Pre-Award Negotiations

The University reserves the right to negotiate prior to award with vendors for purpose of addressing the matters set forth in the following list, which may not be exhaustive.

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from vendors
- Obtaining the lowest and best pricing and/or revenue agreement

2.5 Vendor Protest Procedure; Notice of Proposal Protest Bonding Requirement

Any vendor protest to a University decision or intended decision with regard to this ITN is subject to Florida Board of Governors' (BOG) Regulations 18.002 and 18.003. Any vendor who files an action protesting a decision or intended decision shall post at the time of the filing the formal written protest, a bond, payable to the University of Florida, in an amount equal to the lesser of 10% of the estimated value of the protestor's proposal or 10% of the University's estimated expenditure during the contract term, or \$10,000. The bond shall be conditioned upon the payment of all costs which may be adjudged against the vendor. In lieu of a bond, the University will accept a cashier's check or money order in the amount of the bond.

2.6 Contractual Intent/Right to Terminate and Recommence ITN Process

The University intends to contract with one or more vendors whose proposal(s) are considered to be in the best interests of the University. However, the University may terminate this ITN process at any time up to notice of award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder. In the event of cancellation or termination, the University reserves the right to award the contract to another Offeror, cancel in its entirety, or to request new proposals, whichever is in the best interest of University of Florida.

2.7 Effective Period of Proposals

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

2.8 Proposal Acceptance/Rejection

The University reserves the right to reject any or all proposals. Such rejection may be without prior notice and shall be without any liability of any kind or amount to the University. The University shall

not accept any proposal that the University deems not to be in its best interests. The University shall reject proposals submitted after the closing date and time.

2.9 Errors and Omissions in Vendors Proposals

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

2.10 Determination of and Information Concerning Vendor's Qualifications

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

- Financial resources
- Personnel resources
- Physical resources
- Internal financial, operating, quality assurance, and other similar controls and policies
- Resumes of key executives, officers, and other personnel pertinent to the requirements of the ITN
- Customer references
- Disclosures of complaints or pending actions, legal or otherwise, against the vendor
- The University reserves the right to check references with current customers as provided by the vendor and with any customers the University identifies

2.11 Apparently Conflicting Information Obtained by Vendor

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

2.12 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions

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

2.13 Vendor's Need to Use Proprietary Rights of the University

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

2.14 Public Record

On the earlier of (i) the time the University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals may be disclosed as public record.

3.0 SCHEDULE OF EVENTS

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

10/19/2017	Issuance of ITN
10/26/2017 5:00PM ET	Technical Questions/Inquires Due
11/1/2017	Responses to Inquiries Posted
11/16/2017 3:00PM ET	ITN Closes/Opening of Proposals
December 2017	Vendor Presentations
January 2017	Complete Evaluations

3.1 Pre-Proposal Conference - N/A

3.2 Pre-Proposal Site Visit – N/A

3.3 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Jeffrey Hendel or email at hendelj@ufl.edu three (3) business days prior to pre-proposal meeting or proposal opening.

4.0 PROPOSAL RESPONSE AND PREPARATION INSTRUCTIONS

Proposals must be delivered sealed to:
 University of Florida
 Procurement Services
 971 Elmore Drive
 Gainesville, FL 32611-5250
on or prior to 11/16/2017 3:00 PM. ITN18RL-110

The above address is a valid campus address for any courier service.

It is the vendor's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, at which time the vendor proposals become public record. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the closing date and time, and will not consider such proposals. The University reserves the right to retain or dispose of such proposals at its discretion; however, the University may return such proposals to their related vendors, but only at such vendor's request and at no cost or expense whatsoever to the University.

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

4.1 Proposal Format Organization

Original proposal and all copies must be on 8-½ x11 text weight paper, double-sided, using binding tabs that will facilitate the distribution and evaluation of the proposals. Proposals should be printed when possible on paper containing a high level of post-consumer recycle content. Proposals should conform to the tabbed format below as well as the requirements of sections 3.1.2, 3.1.3 and 3.1.3.

4.1.1 Response Format

- The outer carton of the response must display clearly and conspicuously the following identifying information, The ITN number, name and due date and is sealed; submit one (1) original copy of the vendor's proposal in hard copy form.
- Submit one (1) copy of the initial response on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and/or Excel®. The original response must contain the original manual signature of the authorized person signing the proposal, and the electronic copy of the proposal. The "Financial Proposal Worksheet", as provided in Attachment A.
- The offer's response must include the information and required submittals described, tabbed and numbered as shown below, with all information appearing in the Tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped, or divided in any way.
- All information and required submittals requested MUST BE in hardcopy and included in your written response.

Failure to adhere to this condition may cause your response to be rejected without further evaluation.

- Information submitted that is not requested by the University may be considered to be supplemental, not subject to evaluation by the committee members.
- If there is any information or required submittals which due to size or binding cannot be incorporated following the proper tab, the vendor must provide information following the numbered tab, telling the evaluator where the information can be found in the response.
- Tabular / Paginated Format:

Tab 1: Completed and signed Certification of Proposal form, and/or signed and completed acknowledgement forms for any addenda issued.

Tab 2: A one to two page executive summary of the vendor's proposal, including brief descriptions of the company's expertise implementing a contract the size and scope described in this ITN, and how the vendor plans to address the University's requirements.

Tab 3: Provide an introduction to your company, its history, and the development history of your solution, including the Organizational chart beginning with your account management team through CEO of your company. Describe the company's business model (breadth and depth of services offered, even if outside the scope of this ITN). Include the company's mission statement or corporate vision/values statement and overall consulting approach.

Tab 4: A listing of the company projects/customers similar in size and scope to the

services described in the ITN, both current and past customers. This list must include the name, address, telephone, and email address of the client contract administrator. If applicable, please list specific examples of services rendered, particularly within institutions of higher education, other government funded or not-for-profit organizations. Include highlights of each project to include cost savings identified, return on investment and implementation plan.

Tab 5: Explain your company's project approach and explain the methodology to be applied to this project based on the information provided in the ITN. Thorough explanation of each point addressed in section 1.2.1 Technical Requirements and Proposal Components is expected to be addressed in a complete proposal.

- a) *Patient Demographic*
- b) *Manage Internal & External Laboratory Patients*
- c) *Laboratory*
- d) *Clinical Pathology*
- e) *Microbiology*
- f) *Anatomic Pathology*
- g) *Inventory*
- h) *Multi-Site Management*
- i) *Reporting*
- j) *Infection Control Management*
- k) *Registration & Accessioning*
- l) *Client Management*
- m) *Referral Doctor / Hospital Management*
- n) *Clinical Training Environment*
- o) *Student Engagement*
- p) *Software and Hardware*
- q) *Security and Auditing*
- r) *Identity Management*
- s) *Interfacing*
- t) *Migration*
- u) *Peripheral Devices*
- aa) *Testing Environments*
- bb) *Back-Up / Restore*
- cc) *Support and Training*

Tab 6: Proposers must provide a detailed project plan including work breakdown by major milestones and tasks as well as a timeline and the expected involvement of the consultant and University team members. Describe the number of staff, staff resumes who will be working on the UF project and an overview of each staff members' experience in Accounts Payable Automation consulting and Implementation.

Tab 7: Pricing for project including but not limited to: software by module, third party software, implementation fees, and hourly rates for ongoing support post-implementation. Hourly rates need to include all travel costs. Complete Attachment A for this Tab and provide any narrative if necessary.

Tab 8: Describe creative offerings, special financial considerations and other flexibility offered.

Tab 9: Please provide any additional information considered essential to the proposal and not specifically requested in other sections such as exceptions to any terms and conditions within the ITN. If there is no additional information to present, please state in this section: "There is no additional information we wish to present."

4.1.2 Number of Proposal Copies to be Furnished

Vendors are to submit one (1) original copy of the initial response hard copy and (1) one original PC compatible media (CD/DVD or USB flash drive), preferably in Word® and or / Excel® marked

4.1.3 Bindings and Marking

Vendors shall ensure that the original and each copy are individually bound. When submitting more than one (1) proposal, vendors shall ensure that units are clearly marked; for example, as "Original of Proposal One", "Copy One of Proposal One", "Original of Proposal Two", "Copy One of Proposal Two", and so on.

4.1.4 Marking of Envelopes

Vendors shall ensure that the outer carton of the response must display clearly and conspicuously the following identifying information: **ITN18RL-110**
Opening date and time: 11/16/2017 3:00

3.1.5 Proposal Costs

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

3.1.6 Faxes or Emails Not Accepted

The University shall not accept proposals received by fax or email.

4.2 Requirements of Proposer for Response

4.2.1 Original ITN Document

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

4.2.2 Vendor's Understanding of the ITN

In responding to this ITN, the vendor accepts the responsibility fully to understand the ITN in its entirety, and in detail, including making any inquiries to the University as necessary to gain such understanding. The University reserves the right to disqualify any vendor who demonstrates less

than such understanding. Further, the University reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. Related to this, the University's right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost or liability whatsoever to the University.

4.2.3 University Provides Information in Good Faith without Liability

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

4.2.4 Verbal versus Written Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified University purchasing official in charge of managing this ITN's process. In no case shall verbal communication override written communication.

4.2.5 Questions, Communications and Inquires between the University and Vendors

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

University of Florida
Procurement
Services
971 Elmore Drive
Gainesville, FL 32611-5250

Attn: Rob Luetjen
Telephone No: 352/294-1162
Facsimile No: 352/392-8837
E-mail Address: rluetjen@ufl.edu

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

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

Formal communications shall include but are not limited to the following.

- Questions concerning this ITN must be submitted in writing, and be received prior to 10/26/2017 5:00 PM/ET.
- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's best interests. These must be submitted in writing and be received prior to 10/26/2017 5:00 PM/ET.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 10/26/2017 5:00 PM ET.

- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the Purchasing Coordinator named above at any time during this process.
- Verbal and/or written presentations and pre-award proposals under this ITN.
- Addenda to this ITN.

Informal communications shall cease on the date of distribution of this ITN and formal communications shall commence. On the date that the University completes the award process for this ITN and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

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

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

All addenda will be posted to our web site only:

<http://www.purchasing.ufl.edu/vendors/schedule.asp>

- ***Vendors who want the addenda supplied to them in another form must notify the Purchasing Coordinator listed in Section 3.2.5 above of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.***

The University will not respond to any questions/requests for clarification that require addenda, if received by the University after 10/26/2017.

4.2.7 Pricing and/or Revenue Proposal

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

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

4.2.8 Revisions to the ITN

The University may revise any part of this ITN for any reason by issuing addenda. The University will communicate additional information and addenda to this ITN by posting them on our web site.

<http://www.purchasing.ufl.edu/vendors/schedule.asp>

- **Vendors that want the revisions supplied to them in another way must notify the Procurement Agent listed in this document of that request. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.**

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

4.2.9 Attention to Terms and Conditions

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this ITN. The successful Vendor is expected to enter into a form of agreement. The University agreement terms and conditions included in this ITN are intended to be incorporated into this agreement. PROPOSALS THAT ARE CONTINGENT UPON ANY CHANGES TO THESE TERMS AND CONDITIONS MAY BE DEEMED TO BE NON-RESPONSIVE AND MAY BE REJECTED (within the University's sole discretion).

4.2.10 Required Signature

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

4.2.11 Authority to Negotiate

Representatives of the vendor(s) selected to participate in oral negotiation(s) shall be first required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the vendor's best and final offer. The provision of such authorization shall be a prerequisite to continuation in the ITN process. The University shall not enter into extensive contract negotiations with the selected vendor(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended vendor list.

Company negotiators must enter the negotiations prepared to speak on behalf of the vendor's company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Vendors are reminded that the University may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

4.2.12 Collusion Prohibited

In connection with this ITN, vendor collusion with other vendors or employees thereof, or with any employee of the University, is prohibited and may result in vendor disqualification and/or cancellation of award. Any attempt by the vendor, whether successful or not, to subvert or skirt the principles of open and fair competition may result in vendor disqualification and/or

cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

4.2.13 Improper Business Relationships/Conflict of Interest Prohibited

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

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

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

4.2.15 Performance and Payment Bond – N/A

4.2.16 Anti-Kickback

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

4.2.17 Withdrawal of ITN

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

4.2.18 University's Right to Use Vendor's Ideas/Proprietary Information

If the vendor needs to submit proprietary information with the proposal, the vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Vendors who submit responses with information noted as proprietary 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 vendor 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 the Purchasing Coordinator 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 bidder and, on the basis of that designation, the University denies the request,

the bidder may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

5.0 DEFINITIONS

5.1 Agreement/Contract

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

5.2 Customer

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

5.3 May, Should

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

5.4 Must, Shall, Will

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

5.5 Proposal

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

5.6 Proprietary Information

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

5.7 Provider

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.8 Invitation to Negotiate (ITN)

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

5.9 Respondent

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.10 Response

Same as Proposal

5.11 Successful Vendor

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.12 Supplement Agreement

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

5.13 Supplier

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.14 University of Florida, UF or University

Same as The University of Florida Board of Trustees, a public body corporate of the State of Florida; throughout the document the term UF, University and University of Florida is used interchangeably.

5.15 Vendor

Any entity responding to this ITN, or, if selected, the vendor entering into a contract with University.

5.16 Vendor's Proposal

Same as Proposal

5.17 Vendor's Response

Same as Proposal

6.0 AGREEMENT TERMS AND CONDITIONS

The following are the Terms and Conditions that will become part of any Agreement consummated between the University and the Successful Vendor and are not subject to negotiation or alteration by the Successful Vendor. Therefore, the Successful Vendor will be expected to execute an Agreement containing the provisions set forth in this section, or substantially similar provisions as University deems prudent or necessary. This list of provisions is not exhaustive or indicative of every provision that will be contained in the Agreement, but rather identifies particular terms and conditions of which the vendor should be aware. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement; Invitation to Negotiate; Proposal.

6.1 Actions of Successful Vendor

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

6.2 Advertising

The Successful Vendor shall not advertise or publish information concerning the Agreement without prior written consent of the University. The University shall not unreasonably withhold permission.

6.3 Americans with Disabilities Act

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

6.4 Certification

By signature on the "Proposal Certification" form included under Section 7.0, the Vendor certifies that the submission on the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment, or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

6.5 Conflict of Interest

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

6.6 Discrimination

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

6.7 Drug Free Workplace

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

6.8 Equal Opportunity Statement

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

- A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations, and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.
- B. If the vendor expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
- C. If the vendor expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.
- D. If the vendor expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the vendor, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate _____

6.9 Federal, State, and Local Laws and Regulations

Successful Vendor is solely responsible for complying with all laws, ordinances, and regulations including but not limited to, those relating to taxes, licenses and permits, as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that they are duly licensed by applicable regulatory bodies during the performance of the Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

6.10 Inspection, Audit and Reporting

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

Reporting Requirements: The successful vendor(s) agrees to furnish to the University a summary of total sales made under this contract as requested but at least twice a year.

All reporting will be in Electronic Format provided to Purchasing Services either prior to business review meetings or as requested..

Reports will include, but are not limited to the following.

Detailed invoice level purchase history usage with at minimum the following fields:

- PO Number
- Quote Number
- Invoice Number
- Invoice Date
- Ordered By Department
- Order Date
- Delivery Date
- Vendor Item Code
- Item Description
- List Price
- Order Method
- Discount
- Net Price
 - Other Organizations: Total dollar value of purchases and total of orders through University agreement to other institutions
 - Savings to University through vendor discounting - special offers such as volume discounting

Vendor and University will work together to create reports as University deems necessary and compatible with vendor systems.

6.11 Liens

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

6.12 Modifications

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

6.13 Non-Discrimination

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

6.14 Ownership of Documents

All drawings, maps, sketches, documents, records, programs, data base, reports and other data developed or purchased, under this Agreement for or at the University's expense shall be and remain the University's property, without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

6.15 Sales and Use Tax

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

6.16 Sexual Harassment

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

6.17 Small Business Program

University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Director of Small Business and Vendor Diversity, 352-392-0380.

6.18 Tobacco Free Campus Policy

The University of Florida campus is a tobacco-free campus. This policy was effective as of July 1, 2010. The use of cigarettes or other tobacco products in UF buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.

6.19 Sustainability Preferences

The University's purchasing directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

6.20 Assignment-Delegation

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

6.21 Assignment of Anti-Trust Overcharge Claims

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

6.22 Date for Reckoning Prompt-Payment Discount

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

6.23 Force Majeure

In the event compliance with any obligation under this Agreement is impractical or impossible due to any Event of Force Majeure, then the time for performance of such obligation shall be extended for a period equivalent to the duration of the Event of Force Majeure. The provisions of this section shall not operate to excuse either party's inability to perform its obligations hereunder because of inadequate finances. "Event of Force Majeure:" means any strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency,

civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question.

6.24 Furnish and Install – N/A

6.25 Indemnification/Hold Harmless; Liability

The Successful Vendor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, and their respective officers, agents, and employees, against and from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the University Of Florida Board Of Trustees, University, or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any vendor; (ii) be liable for vendor's attorneys' fees under any circumstances; or (iii) binding arbitration. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

6.26 Insurance Requirements – N/A

6.27 Protection of Property

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

Intellectual Property

- A. All works that are created pursuant to this contract ("Works") are works made for hire, and all rights and privileges attendant to the Works belong exclusively to the University. If a court of competent jurisdiction determines that any Work does not constitute a work made for hire, the Contractor hereby assigns to the University for no additional consideration all rights and privileges the Contractor has in the works, including all intellectual property rights, specifically those under copyright law.

- B. Paragraph A does not apply to Works that are not created through performance under this Contract ("Pre-existing works"). With respect to Pre-existing works used by the Contractor in performance of this Contract, the Contractor shall obtain for the University at no additional charge a license to use Pre-existing works for the uses intended under this Contract, including the right to make derivative works. Paragraph A does apply, however, to any Works that are derivative of Pre-existing works.
- C. The Contractor warrants that it has full power and authority to transfer the rights granted by this Contract to the University and that use of the works by the University does not constitute an infringement or other violation of any copyright, trade secret, trademark, patent, non-disclosure, or other rights of any third party.
- D. Title and all rights and privileges to all graphics and material provided to the Contractor by the University in connection with this Contract remain the exclusive property of the University of Florida. The Contractor does not receive any title, rights, or privileges in those graphics or materials. The University grants to the Contractor a limited license in those graphics or materials only for the purpose of carrying out the Contractor's obligations under this Contract.

6.28 Labor Disputes

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

6.29 Laws and Regulations

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

6.30 No Replacement of Defective Tender

Every tender of goods must fully comply with all provisions of the Agreement as to time of delivery, quantity, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

6.31 No Waiver of Right by the University

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

6.32 Notice to Vendors of Asbestos-Containing Materials in University Buildings

Asbestos containing materials (ACM) can be found in almost any building in the United States more than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Vendors, consultants, and other's providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

- A. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.

B. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.

C. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Physical Plant	Assoc. Dir. Physical Plant	(352) 392-7793
Health Center	Asst. Dir. Health Ctr Physical Plant	(352) 392-4417
Housing	Housing Maintenance Superintendent	(352) 392-2161
Reitz Union	Maintenance Superintendent	(352) 392-1614
IFAS	Engineer	(352) 392-6488

6.33 Parking and Identification Badges.

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should review Contractor and Vendor Parking information from Transportation and Parking Services located at the following link: <http://www.parking.ufl.edu/pages/contractorvendordecal.asp>

6.34 Payment Terms

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. Unless otherwise stated herein, the payment terms for the Agreement are Net 30 days. VENDOR OMBUDSMAN: The University's vendor ombudsman whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment(s) from the University may be contacted at 352-392-1241.

6.35 Price Adjustment

Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the Successful Vendor. The University will not approve unsupported price increases that will merely increase the gross profitability of the Successful Vendor at the expense of the University. Price change requests shall be a factor in the Agreement extension review process. The University shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the University.

6.36 Prior Course of Dealings

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

6.37 Intentionally Blank - N/A

6.38 Public Entity Crime

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a Vendor,

supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

6.39 Public Records

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

Any resulting Agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials made or received by the Successful Vendor in conjunction with the Agreement and subject to the provisions of Chapter 119. F.S.

6.40 Referencing of Orders

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

6.41 Remedies and Applicable Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflict of laws) and the rules and regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have available all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall lie in a court of competent jurisdiction located in Gainesville, Florida.

6.42 Right of Inspection

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

6.43 Right of Offset

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

6.44 Shipment Under Reservation Prohibited

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

6.45 Specifications: Brand Name or Acceptable Alternate

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance, characteristics desired and is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs, or kinds of materials, but is intended solely as a means of

establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting vendor. Such proposer(s) who is offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the proposer proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

6.46 Successful Vendor to Package Goods

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

6.47 Termination

6.47.1 Convenience

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

6.47.2 Default

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

6.47.3 Gratuities

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

6.47.4 Insolvency

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

6.47.5 Lack of Funds

The State of Florida's and UF's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida State Legislature. The Agreement may be canceled without further obligation on the part of the University of Florida in the event that sufficient appropriated funding is unavailable to assure full performance of the terms. The Successful Vendor shall be notified in writing of such non-appropriation as soon as reasonably possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

6.47.6 Stop Work Order

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

6.47.7 Suspension or Debarment

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

6.47.8 Continuation of Performance Through Termination

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination, as directed in the termination notice.

6.48 Title and Risk of Loss

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

6.49 Warranties

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

6.50 Payment Card Industry Data Security Standard.

For e-commerce business and/or credit card transactions, Proposer agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard and provide written attestation of compliance annually.

6.51 Payment and Invoice Information

All invoices will need to contain either a **UF purchase order number** or the **8-digit department ID number** of the department with which you are doing business. All invoices for payment should be submitted to the University of Florida via:

Email: email a .pdf or .tif file to ufl@invoices.corcentric.com. The file must be attached to the email and not embedded within the email. There can be multiple files per email but each file should only contain one invoice.

or

Mail to: UF – Accounts Payable
PO Box 115350
971 Elmore Drive
Gainesville, FL 32611-5350

7.0 Certifications and Forms

7.1 Certification of Proposal

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

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

This proposal is submitted in response to Invitation to Negotiate ITN18RL-110 issued by the University of Florida. The undersigned, as a duly authorized officer, hereby certifies that

_____ (Vendor Name)

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

The undersigned certifies that to the best of his/her knowledge: (check one of the below and provide information if required)

___ There is no trustee or employee of the University of Florida who has or whose Relative has an Interest in the entity or entities making this proposal or who is a natural person making this proposal.

___ There are trustee(s) and/or employee(s) of the University of Florida who have, and/or whose Relative(s) have, an Interest in the entity or entities making this proposal or who is a natural person making this proposal. Describe the nature of the interest held by each trustee, employee, or Relative of the trustee or employee (for example, grandson of Employee X owns the company or spouse of Employee Y is a director of the company).

“Interest” for purposes of this disclosure includes the following: director, trustee, officer, or employee of an entity, any contract with an entity (including consulting), or any partner, proprietor, stock, equity, or other ownership interest in an entity.

“Relative” for the purpose of this disclosure is an individual who is related to the trustee or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the trustee or employee or who otherwise holds himself or herself out as or is generally known as the person whom the trustee or employee intends to marry or with whom the trustee or employee intends to form a household, or any other natural person having the same legal residence as the trustee or employee”

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

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: _____ Title: _____

Signature: _____ Date: _____

Email: _____

Name: _____ Title: _____

Signature: _____ Date: _____

_____ Date: _____

Signature of Authorized Officer

_____ Email: _____

Printed Name

ITN18RL-110

Closing Date: -11/16/2017

Closing Time: 3:00PM/ET

