



PURCHASING SERVICES

Invitation to Negotiate for

Multifunction Print Devices and Print Program Management

Please mark all proposal submission envelopes with the following information:

ITN21SN-110
Opening 12/15/2020

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1.0 STATEMENT AND SCOPE OF WORK

1.1 Summary

The University of Florida implemented the PrintSmart program in 2013. The contract that created the initial relationship is expiring and the goal of this solicitation is to establish a prime vendor agreement for digital print output devices (multi-functional devices), maintenance, software, supplies and service that will meet or exceed the University's current program. The PrintSmart program is designed to reward the end-user with equipment selections that maximize effectiveness and a service program component that maximizes uptime and savings opportunities.

There is the possibility that UF and UF Health MAY collaborate on this solicitation. Specific details for UF Health are listed under Appendix C. Also, find UF Health Terms and Conditions in Appendix D and the UF Health Business Associate Agreement in Appendix E. In this document when the term "UF" or "University" are used, this will refer to the University of Florida only. If through the negotiation process a vendor is awarded the prime vendor agreement for both UF and UF Health, it is expected that separate Memorandums of Understanding will be generated between the vendor and each entity. **Unless there is a noted difference shown in Appendix C, D, or E, it should be assumed that ALL terms, conditions, and specifications in this bid document apply to both UF and UF Health.**

UF expects the respondents to this ITN to provide detailed information about their company and work process that will highlight the respondent's strengths and ideas in the areas of concern identified in this Scope of Work. The University of Florida is interested in identifying solutions that will be of most benefit to the University in this effort and encourages respondents to bring all their resources and creativity to their proposals. Additionally, UF is most interested in vendors who have a robust local presence to main campus so that the customer service that is provided is consistent, responsive, and flexible enough to handle an account the size of the University. UF is also interested in vendors who have experience in managing the print environment for organizations in similar size and scope to the University and with a similar decentralized complexity. Lastly, UF would prefer for respondents to provide only one response per company. This would include companies with multiple divisions, groups, etc.,. If a parent company is responding, then companies that are owned by the parent company (or vice versa) should not respond. This does NOT include true dealers.

1.2 Scope of Work

The University's goal is to contract with a prime vendor that will be responsible for PrintSmart Program Devices under the direction of a vendor-supplied Account Manager (PrintSmart Program Manager). Partnering with a prime vendor allows the University to streamline procedures, save money, time, and resources along with consolidating critical management tasks. The awarded vendor and their authorized dealers shall work in partnership with the University to provide quality equipment, maintenance, supplies, software, services, and solutions at best value - competitive price with excellent service.

1.2.1 Pricing

The University is interested in proposals for flat CPI (cost per impression) rates on Multifunctional Device ("MFD") Equipment including Recurring Maintenance. The Cost Per Impression (CPI) includes impressions that will add toner to paper (print, copy, and faxes received). There will be no charge for scanning and faxes sent. A CPI rate may be applied to models as defined within this ITN (see Attachment A & Appendix A) that is provided by the vendor. Recurring Maintenance will include preventative maintenance, all service calls and replacement of all defective or worn parts. Except for paper, all consumable supplies and parts, including replacement parts such as but not limited to the following: toner, developer, drums, blades, organic photo conductors, safety retrofits, rollers, belts, corona wires, platen, sensors, lenses, lubricants, PM kits, software, programming, emergency calls, and staples is to be supplied by the vendor and included in the cost per impression charge.

Vendors will indicate all pricing on Attachment A. The pricing sheet will allow for vendors to indicate pricing for UF-only or pricing if UF and UF Health volumes are combined and taken into account.

1.2.2 Current UF Copier Environment

Beginning in March of 2013, UF contracted with Xerox Corporation for managed print services of UF's multifunction devices under the UF-branded PrintSmart Program. In January of 2019, the contracted services were migrated to the Xerox subsidiary, Zeno Office Solutions for the remainder of the 7-year contract. Over this time period, almost all new multifunction devices have been installed by Xerox & Zeno. Under the PrintSmart Program, UF does not own any devices, but rather they pay a Cost Per Impression (CPI) rate on all black and white (B/W) and color impressions. This rate includes all customer service, repair, parts, training, maintenance, Print Program Management, and supplies (with the exception of copy paper). Every device has an associated monthly B/W impression minimum that is charged. Each device is also charged any B/W impressions above the minimum, plus 100% of all color impressions.

Upon initiation of the contract in 2013, 650 UF departments were assessed to "right-size" their print environment based on the needs of each department. This optimization process allowed Xerox to take an inventory of all the print devices and create a recommended print environment set-up that met the printing needs of the department while also allowing them to save money on scanning, faxing, printing, and copying. The Project team, composed of both UF Procurement and Xerox representatives, held multiple on-site/ phone conferences with each department to finalize the set-up. These meetings (usually totaling 3), which were based on an initial walk thru to gather information on the current state, consisted of: a presentation of the PrintSmart program, proposed print environment set-up to consolidate as much copying/printing as possible onto fewer devices, and then a revised set-up based on departmental feedback. Once approved, Xerox coordinated the delivery, installation and training for each department. Faculty desktop printers were included only if the unit approved. Desktop printers can still be purchased but attempts to purchase or lease Multifunction Devices/Copiers route through the PrintSmart partner. Also, at initiation, UF Procurement worked with UF IT to set up IT security protocols for all devices to be secured behind a VLAN and allow the devices to communicate with Xerox for meter reads, toner replenishment, and repair needs. UF requires use of SNMPv3 for security reasons. Non-PrintSmart devices are not on the VLAN unless designated by UF IT. Once implementation was complete and the devices were installed (over an 18-month period), UF and Xerox went into a "Steady State" mode.

Below are some facts and available information related to the current UF managed print environment:

- UF currently has more than 1579 multifunction devices
- Average monthly volume exceeds 5 million impressions (3.6 million B/W & 1.4 million color)
- Average annual volume for UF multifunctional fleet: 57.5 million impressions (41.3 million B/W & 16.2 million color)
- **See Attachment B for current PrintSmart Minimum Schedule which details the minimum B/W volume for the Xerox models offered under the PrintSmart program. Also listed are the PrintSmart program CPI rates.**
- **See Attachment C for a breakdown by device of the monthly print activity for the last year of the UF MFD fleet covered under the PrintSmart program.**
- Vendor invoices each device separately. Invoices are approved/paid at the unit level (not centrally)
- See the PrintSmart website for information about the current program
<https://printsmart.purchasing.ufl.edu/>

UF has a decentralized IT environment made up of approximately 42 different IT units. UF's central IT manages the VLAN that PrintSmart devices are placed on, but each unit, down to the departmental level, may have their own IT staff. There is centralized desktop IT support for the Health Science Center,

another centralized desktop IT support for a portion of main campus, and some colleges have centralized IT desktop support staff. Each unit manages their print output devices differently.

See Attachment D for the steps required to install new equipment at UF. The vendor needs to coordinate with the end user (key device contact) as well as central UF IT and the end user's IT/desktop support staff.

See Appendix C and Attachments E&F for UF Health environment details.

1.2.3 Fleet Device Refresh

The awarded vendor shall refresh (replace with devices based on the model categories listed in Appendix A) the UF fleet of devices in 6 months' time following contract execution. If both parties agree to renew services after the initial 5-year period, the University fleet of devices under the PrintSmart program will also be refreshed at that time.

1.2.4 Acceptable Standard Equipment

New equipment only is acceptable under this solicitation and resulting agreement Multifunctional Devices (MFDs). New equipment is defined as newly assembled equipment that is factory produced and has been assembled for the first time which contains new components that have been fully inspected, tested and fully meets product performance and reliability specifications. Equipment must be newly serialized and the University or its eligible customers must be the first user of the product and must have new equipment set of warranties.

It is understood that the University will benefit from any equipment revisions, updates, additions, technical improvements, or necessary modifications in the units offered during the term of this contract at no additional cost.

Machines showing 100 or more copies on the counter will be considered used or demo and will not be accepted. Rebuilt, reconditioned, shopworn, or prototype equipment are also not acceptable.

All existing University-owned copier and printer equipment shall be replaced with compatible vendor devices upon analysis that a greater cost/benefit ratio is in favor of such substitution.

All devices will be labeled with PrintSmart logo label, listing the device ID number and service contact information.

1.2.4.1 Paper Specifications

All proposed equipment will be compatible with using recycled paper, up to and including 100% Post-Consumer Waste (PCW) paper. Service personnel may not fault the use of recycled paper for equipment failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper). Additionally, all proposed equipment will be guaranteed by the manufacturer to accomplish 100% duplexing with 30% PCW paper.

Respondents will guarantee all equipment proposed is capable of printing on 100% PCW recycled content paper and will provide 100% duplexing with 30% PWC, without maintenance problems.

1.2.4.2 Adding Non-Standard Equipment

The University and/or vendor may propose to add non-standard equipment (e.g. production, graphics, Fiery, etc devices) and software to be covered by the terms and conditions under this contract.

1.2.5 Standard Equipment – Multifunctional Devices (MFD)

1.2.5.1 MFD Defined

“Copier-based MFD” means a machine whose base unit is a copier which has been enhanced to perform faxing, print job, scan to file functions, and can be networked. In this document, all uses of the term “MFD” are referring to this definition.

1.2.5.2 MFD Minimum required specifications:

- **General Specifications:**

- All equipment proposed must be new and currently in production (see section 1.2.4).
- Equipment submitted must have published specifications on the Buyers Laboratory Inc. (BLI) web site or respondent must identify where specifications can be found. Items that are unable to be verified may disqualify the respondent’s submission for the unverifiable segment.
- Each respondent may submit all qualified devices per segment within this ITN. See section 1.2.4, Attachment A, Appendix A & B, for specifications of qualified devices.
- All submitted models for each segment will include a CPI price rate. Respondents are cautioned to select the best equipment within their product offering in terms of cost, technological capabilities and service that meets or exceeds the requirements within this ITN.
 - If awarded the contract, the Successful Vendor will have the ability to add additional equipment within awarded groups, which also meet or exceed the requirements at the same or better CPI price rate for that particular segment.

- **Mechanical Specifications:**

- All equipment will have the capability of going into quiet mode and then into a sleep state after a prolonged inactive period.
- Equipment will contain a setting that allows a walk-up user to have the next priority after the current job is completed. This would mean that the walk-up job would be run before the next pending print job.
- Equipment will be capable of walk up copying even though network printing problems may possibly exist.
- Energy Star® compliant equipment is required, Proof of the proposed equipment’s Energy Star® rating certification must be submitted.
- Vendor will list the EPEAT rating of each device being offered; UF expects bronze level or above.

- Other required mechanical specifications:
 - 2 USB 3.0 ports (excluding panel); ability to disable panel USB port
 - Automatic duplex
 - Automatic tray switching
 - Enlargement and reduction with range of 25% to 200%
 - Equipment must include surge protection
 - Interactive touchscreen (no LED)
 - Operational sound level of less than 75 decibels (dBA)
 - Optical character recognition (OCR) - (embedded within MFD)
 - Resolution of 600 DPI or better for print and copy
 - Scanning multiple pages to folder or email (the ability to select folder or email may need to be managed by each units' decentralized IT support)
 - Wi-Fi capability
 - Unified address book

- **Print Driver Specifications:**
 - Adobe Postscript (not emulated)
 - Fully functional global or universal driver
 - PC fax ability

- **Technical Specifications:**
 - Ability to disable USB ports
 - A MFD that processes or stores data will have the ability to comply with internal policies such as those related to computer operating systems, configuration management and patch management. For example, if an MFD has an underlying MS Windows™ based operating system, the MFD must comply with Windows™ policies and receive regular (hardware and software) maintenance. See the following link for UF IT policies: <https://it.ufl.edu/policies/> .
 - Ability to secure email transmissions from a MFD to comply with existing email policies and practices, to include but not limited to:
 - Limit outbound MFD email transactions of sending a scanned document to a single email address, specifically prohibiting large group distribution.
 - Prohibit broadcast emails
 - The Vendor's proposed solution will maintain the integrity of print order.
 - The Vendor's proposed solution will be able to print the following:
 - Title bar code (Code 3 of 9)
 - FS 5-7 bar code
 - Address bar codes (Post net bar code)
 - Registration barcode (Code 3 of 9)
 - Print PDF417 capable of holding 1800 characters of data and accept special characters

- Intelligent Mail Barcodes (One Code Solution)
- The Vendor's proposed solution will support the following data streams:
 - IPDS
 - Postscript
 - PDF
 - HP/PCL
 - TIFF
 - JPG
 - GIF
 - BMP
- The proposed solution must be compatible with the current and n-1 versions of the web browsers as follows:
 - Internet Explorer 10 and up
 - Safari
 - Mozilla Firefox
 - Google Chrome
 - Microsoft Edge
- The Vendor's proposed solution will be able to read files in the following formats:
 - Microsoft Office Applications 2013 or later
 - Acrobat 6.0 or later
 - InDesign CS3 or later
 - Visio 2003 or later
 - Elixir 3.0022 or later
- The Vendor's proposed solution will, at a minimum, support current and n-1 versions of:
 - Microsoft Office Applications
 - Acrobat Professional
 - InDesign CS
 - Corel Draw
 - Visio
- The Vendor will provide scanning software for a scanning file solution
- The Vendor's proposed solution will include a Scan-to-folder option that must support authentication methods of either Kerberos (specifically MS Active Directory) or NTLMv2
- The University will approve proposed architecture prior to the Vendor configuring the system (Note: The terms "system" and "solution" are interchangeable and refer to both software and features that may be embedded within an output device.).

- System will support multiple site support with site-to-site job routing (ability to re-route a job from a default site/device to another for workload balance & multi-site support).
- System will support PDF conversion of native documents for the purpose of printing. The system/solution shall be able to scan a document allowing the end user to be able to open the file and read the document. Only true Adobe Postscript will be accepted.
- System will support configuration of production-based business rules where the ability exists to set up jobs based on department preference and to the extent that any universal driver must be fully functional.
- System will manage jobs in all stages of production and will provide administrative dashboard views of analysis and forecasting of consumables.
- System will provide usage reporting and trend analysis
- System will accept hardcopy jobs (scan to print)
- System may provide employees with web and email job status updates to include printer error, paper jam, door open, machine offline, toner and paper low, add toner and paper, add staples, job complete.
- Preference may be given for any system that will estimate job costs for table-driven pricing to facilitate users' selection of the lowest-cost print output prior to actual print job execution.
- System will support network printing without use of drivers loaded on the University's PCs.
- Vendor will provide and install software patches for all Vendor equipment installed at University sites at no additional cost to the University.
- Vendor will provide malware protection for all Vendor hardware installed at University sites at no additional cost to the University
- Other required technical specifications:
 - Ability to integrate with 3rd party connectors or applications
 - Ability for vendor hardware to authenticate and integrate with LDAP/AD at the unit level.
 - Password protected printing – with time deletion feature
 - SNMP V3 & SMB V3 requirement
 - Offering of Document Output Management Solution – must track copy, print, scan, and fax at user, group, department, etc. level via a card swipe or proximity technology (i.e. Copitrak, Equitrac, PCounter, PaperCut, Pharos, etc.). Please Note: there is no central server and up to 42 separate IT departments, so proposed pricing would need to be per instance or server.

Vendor will indicate pricing for the document output management solution on Attachment A.

****Please note, that monthly licensing fees for document output management solutions will discontinue after the associated MFD is returned to the vendor.**

- **Security Specifications:**

- Overwrite/Encryption: All proposed equipment containing a hard drive must have as available options, HDD Overwrite and/or HDD Encryption capabilities. Data overwrite standards must meet [University of Florida IT Data Security Standards](#) for data overwrite. Data overwrite, 128-bit encryption, and malware protection are required.
- MFD controls will identify the ability to comply with all applicable policies, to ensure the protection of data, such as but not limited to:
 - Ability to password protect the device with a complex password
 - Ability to manage unique device passwords for campus and collaborate on a business process which maintains consistency for compliance across campus
 - If requested, the ability to automatically upgrade device firmware either via a system-wide push to devices or have devices set up on an automatic schedule for upgrades
 - Connection filtering with access restrictions
 - Ability to have separate connections for fax and network communication
 - Confidential print jobs, including incoming fax holding with authentication
 - Security logs – ability to identify who printed (IP or user, file, date/time)
 - Hard disk encryption
 - Electronic shredding and or hard disk sanitation (secure wipe/deletion) -manual, automatic or scheduled data overwrite
 - Encrypt remote administration traffic
 - Ability to apply port access controls

1.2.5.3 Print Management Software

Vendor to supply Print Management Software at no cost which can identify problems from a central service location and allow the PrintSmart Program Manager to see status of print jobs. Software application will automatically collect monthly Copy, Print and Scan meter readings from networked machines using IP addresses, to be downloaded to a file (.csv or .txt, tab-delimited). If MFD is both monochrome and color capable, separate meter readings for each are to be available. The software is to be capable of identifying scan, print, fax, monochrome and color clicks separately for each and reportable. Vendor will include fees for permanent licenses and annual maintenance for this software within the CPI price rate

1.2.6 Accessories

Respondents are encouraged to offer all available accessories included for each piece of equipment offered on the bid response. All accessories will be offered at the same CPI rate level and will carry the same warranty as the base equipment. **Any optional accessories or**

upgrades not included in the CPI should be shown in Tab “Accessory Price Book” on the Attachment A price sheet. UF is requesting a discount percentage from the list price. Please indicate the discount in the accessory price book.

1.2.7 Networking Specifications

UF has a decentralized IT environment made up of approximately 42 different IT units. UF's central IT manages the VLAN that PrintSmart devices are placed on but each unit, down to the departmental level, may have their own IT staff.

All Multifunctional Devices will be fully network compatible with the University's networking environment when installed. In addition, they will be specifically compatible with LDAP V3, Novell E-Directory and Microsoft Active Directory at the unit level for directory integration, authentication and access control. Directory integration should be configurable in terms of attributes and directory structure to allow for flexible authentication with both LDAPS, E-Directory and Active Directory. In addition, the Multifunctional Devices must support a network access control capability. Network authentication to the University's directories must support NTLMv2, Kerberos, or LDAPS. Secure transmission of device data between clients should support IPSec.

The following printing protocols should be supported at a minimum: LPD, IPP and direct printing to a TCP port. In addition, the Multifunctional Devices must be fully compatible with Novell's Iprint or NDPS, Microsoft Printing, Apple Cups and RedHat Enterprise 5 printing. Client Operating Systems which must be supported for printing on all installed Multifunctional Devices must include: MAC OSX 10.5 or higher; Windows 7 or higher. At this time, an undetermined number of workstations on the UF Gainesville campus are Apple-branded. All networked devices must support a central management point for centrally managed configuration and firmware updates. All devices must support a manufacturer supplied universal printer driver for PCL 6 and postscript for the following operating systems: Microsoft Windows 7 (32 and 64-bit), and Microsoft Windows Server 2008 (W32 and x64)

Additional print driver operating system support must include Linux, Mac OS 9, Mac OS X (and 10.6+), SAP, and Unix.

Network interface cards must communicate over GigE (1000Mbps)100/1000Base-Tx Ethernet lines running TCP/IP protocols. IP addresses will be obtained via static Dynamic Host Configuration Protocol (DHCP) and Device Names must be fully configurable via a secure password protected web-based interface. All devices must support SNMP V3 management, and the ability to change the community strings is required. The page Description Languages installed on every Multifunctional Device must include PCL6 as well as Adobe PostScript 3 (not emulated).

- Respondents will provide software support staff that will coordinate with authorized user personnel in charge of the computer network to ensure proper integration of products within the customer's office environment as well as answer questions and concerns of the equipment installed.
- Respondents are to provide a telephone number for service support after installation. Network installation and after installation network support is part of this contract.
- Respondents will provide network security kits as a standard component.

1.2.8 Service Level Expectations

Contractors will provide at minimum a standard level of service to all customers under the Contract which includes the list below. Monthly reports showing the statistics in each category will be provided to UF staff (Procurement and select IT staff):

- **Device Recommendations:** Vendor will average five (5) business days for device recommendations from receipt of device request.
- **Delivery:** Vendor will deliver standard configuration products FOB destination within 10 business days or less for all new device, downgrade and upgrade requests from the receipt of device approval/order agreement. Also, vendor will deliver non-standard configuration products FOB destination within 20 business days or less for all new device, downgrade and upgrade requests from the receipt of device approval.
- **Service Response Time:** Authorized manufactured service technician will be on site within average four (4) working hours after receiving a proper break/fix request for service.
- **Device Uptime:** Vendor shall achieve an Average Fleet Uptime of 98% or better. Uptime shall be defined as the number of hours a given Multifunctional Device is available to be used by the end user (based on 8am to 5pm, Monday through Friday business hours). Any number of hours, that a Multifunctional Device is not available to be used by an operator, it shall be counted as downtime hours. The vendor will work with local IT to ensure all installed devices are networked to users with an additional backup, if available. If a specific device falls below this SLA expectation two (2) or more consecutive (30 day) periods, the device shall be replaced within 10 business days.
- **First Time Fix:** The First Time Fix average rate shall be a monthly average of 85%+ for all service calls or better. First Time Fix is defined as the monthly percentage that devices were operable after the initial technician service call response.
- **Device Relocation:** Vendor shall relocate devices within an average of five (5) business days or less from the time of receipt.
- **Loaner Units:** If any unit is inoperable for a period in excess of 30 hours, vendor will provide the Customer (at no additional charge) with a loaner unit of similar speed and capabilities. Vendor will be responsible for loading device address book to loaner device and coordinating with local IT staff to ensure all departmental staff are networked to loaner device and the reinstalled permanent device and that billing is correct.
- **Recurring Maintenance:** Vendor shall deliver needed supplies (for preventative maintenance, all service calls and replacement of all defective or worn parts) to UF by next business day if notification is received by 2:00 PM. Emergency stock and supplies shall be kept at a local Gainesville office.

The University is interested in proposals for flat CPI (cost per impression) rates on MFD Equipment and Recurring Maintenance. A CPI rate may be applied to models as defined within this ITN (see Attachment A, Appendices A&B) that is provided by the vendor. Recurring Maintenance will include preventative maintenance, all service calls and replacement of all defective or worn parts. Except for paper, all consumable supplies and OEM parts, including replacement parts such as but not limited to the following: toner, developer, drums, blades, organic photo conductors, safety retrofits, rollers, belts, corona wires, platen, sensors, lenses, lubricants, PM kits, software, programming, emergency calls,

staple wire including staples is to be supplied by the vendor and included in the cost per impression charge. All part and supplies will be OEM.

- **Service call assignment and infrastructure:** Vendor shall have a communication system for break/fix service, new device requests, supply questions, and billing questions. The system should have communication options via email, phone, and online form, and generate a “ticket” number if applicable.
- **Repair and replacement of malfunctioning units:** Devices that experience more than two (2) device related malfunctions within the first thirty (30) days after installation that require technician correction, shall be replaced with a unit of the same functionality and similar specifications at no additional charge. Devices that abnormally malfunction after the first thirty (30) days from installation, and have repeated service calls, will be escalated by the service delivery manager and local supervisor. If vendor is unable to resolve abnormal malfunctions within thirty (30) days from escalation, device may be replaced with a device of similar functionality and specifications at no additional charge, unless otherwise agreed to between the parties. Although initially new equipment is required, as the contract continues, replacement equipment can be utilized from the campus fleet and storage as long it has been wiped of data and is fully-functional, physically clean, and made to look new.
- **Technicians:** Vendor shall provide a minimum of three (3) dedicated technicians, excluding Site Coordinator, to service the UF account, which may scale with the usage/device volumes at UF. All technicians shall be factory trained on all models installed. Proof of certification for each technician shall be made available for UF's contract administrator viewing upon request throughout the life of the agreement. As each technician will need a UF ID to service campus, UF shall be notified as soon as possible of any dedicated technician personnel changes. The goal is to have enough technicians to meet the service SLA's detailed in this section (1.2.9).
- **Training:** Vendor agrees to provide initial basic standard end-user training to Key Device Contact (KDC) and Back up (KDC) for All PrintSmart devices by qualified vendor personnel at the time of installation. Each location will receive a "quick guide" for their specific device. The PrintSmart Program Manager or Trainer will provide more detailed or advance training within two (2) weeks of the initial installation as requested.
- **Repairs:** Vendor will include rates for time and materials for such repairs not covered under the recurring maintenance plan. This refers only to repairs due to negligence on the University's part. Traditional repairs will be covered under the Cost Per Impression. For replacement parts vendor may submit a discount off of list pricing instead of an itemized list. At no time will University pay for or reimburse “travel costs” to repair technicians. For this reason, UF values local representation. For discount from list pricing vendor must identify a method to share list pricing with University in an electronic format.

Vendor will utilize only genuine or factory authorized (OEM) replacement parts and supplies for repair of equipment. Only OEM toner will be acceptable. Under no circumstances will the Customer deliver or mail

equipment to the contractor for repair. In responding to the solicitation, the Respondent certifies replacement parts will be available for seven (7) years and each of the designated dealers is aware of and agrees to conform to all terms and conditions of this solicitation and resulting contract. Common parts inventories are to be maintained in Gainesville, Florida by vendor such that service requirements can be met. The University will have no obligation to make on campus storage space available to the contractor above beyond what is available at the site. Lack of parts is not a reason for exception to the service requirement. Parts will be used as needed by vendor. Unopened parts and supplies will be returned to the vendor at the end of the contract at no cost to UF.

- **Parts Availability:** Vendor certifies OEM replacement parts are available for (7) seven years from the installation date and repair parts will be stocked at all service locations, during the agreement term and/or extension. Replacement parts must be new. All consumables supplies/parts shall be received by Key Device Contact (KDC). Emergency stock and supplies shall be kept at the vendor's Gainesville Office. Special request and allocation will be made via phone or email. Consumable supplies and parts include replacement parts such as but not limited to the following: toner, waste container kit, developer, drums, blades, organic photo conductors, safety retrofits, rollers, belts, corona wires, platen, sensors, lenses, lubricants, PM kits, software, programming, emergency calls, and staples are to be supplied by vendor.
- **Device Reporting:** All devices shall be installed on UF's PrintSmart VLAN at the time of installation. Devices will be monitored remotely by monitoring software for supplies and monthly meter reads. This SLA expectation shall be reviewed monthly and measured quarterly and average 98%+ or better.
- **Supplier Showcase & IT Trainings:** The vendor will participate in UF's Supplier Showcases (up to two per year) and provide a 'lunch n' learn' for the IT staff (two per year).
- **Other required service specifications:**
 - Billing and financing must be provided by selling group. No 3rd party or relabeled organization permitted
 - Break/fix service and repair is included in CPI and inclusive of all supplies and staples (copy paper excluded).
 - Break/fix service must be provided by selling group. No 3rd party permitted.
 - Device inside delivery, setup, installation, and training is included in CPI.
 - Firmware and software updates and implementation shall be free of charge for the life of the device.
 - Vendor agrees to perform, free of charge, device hard drive removal or Certified Erase at the device end of life or replacement.
 - Full warranty for parts coverage and support
 - Toll-free telephone support and information:
(Minimum: Business days 8:00 a.m. to 5:00 p.m., within corresponding time zone)

1.2.8.1 Dealers, resellers and distributors

Sales, Service, Parts and Repair Facilities: The ability of the Contractor to meet the minimum service parts and repair requirements outlined herein is of paramount importance in obtaining the award of this contract.

Awarded vendors shall maintain sales and service dealer facilities throughout the entire State of Florida. Awarded vendors may also choose to sell products through an authorized dealer. Respondents are required to submit a complete list of authorized dealers, resellers, distributors and service locations, with their ITN response under Tab 3 of your response. UF will want one sole supplier to manage devices on the UF Gainesville campus. Other authorized dealers, reseller, and distributors can support outlying areas. Failure to comply with this requirement may result in disqualification of the bid.

List of participating re-sellers and service facilities shall include the following information:

- Dealer Name
- Dealer Address
- City, State, Zip Code
- Office Phone/Fax
- Email Address
- Contact Person
- Contractor Tax ID Number
- Number of employees employed at location, broken down by sales, service and other
- Area of state location covers (counties)

UF reserves the right to consider the availability of re-seller and service facilities in the award of this solicitation. Each service facility shall maintain a sufficient number of qualified technicians and a normal supply of parts to provide all required service and ensure minimal equipment downtime. All technicians shall be factory trained on all models installed. Proof of certification for each technician shall be on file with the PrintSmart Program Manager throughout the life of the agreement. Failure to comply with this requirement will result in termination of contract.

Contractor's dealers/service representatives must be approved by the University Purchasing prior to conducting business via the University Contract.

Minimum qualifications for dealers and service location inclusion are:

- Must be registered and listed as active with the [State of Florida's Department of State, Division of Corporations](#). If doing business using a fictitious name (d.b.a.), the fictitious name must also be registered with the Division of Corporations.
- Must not be listed on the State of Florida's Department of Management Services, Division of State Purchasing [Convicted](#), [Suspended](#), or [Discriminatory](#) Vendor lists.

The University is not a party to the contractual relationship between the vendor and their dealers/service representatives. The Vendor is responsible for the performance of their designated authorized dealers/service representatives.

All dealers, resellers, and distributors shall honor all aspects of pricing and service per Manufacturer's bid. Failure of dealers, resellers, and distributors to honor all aspects

of this ITN and the subsequent contract shall result in their removal from the contract by University purchasing.

Please include, if any, incentives for ordering directly from Manufacturer.

1.2.8.2 Acquisition Factors

The vendor will offer co-terminus rental terms and same original pricing for all MFD devices added to the PrintSmart Program, regardless of when the addition occurs. The terms must not exceed the total years of the initial term of the master agreement or any possible renewal periods and will expire on the same date.

1.2.8.3 Relocation of Equipment

Customer should be educated to notify vendor any time equipment is relocated to another physical street address. Relocation of equipment within the same building will be performed by the vendor at no charge. Relocation within the same complex will be done at no charge unless equipment must be trucked to another building. A submitted relocation charge is allowed and payable under this contract if a truck is necessary. The relocation charge should not exceed \$150. Vendors who will not charge for device relocations on UF main campus are highly preferred. For more complex relocation needs, Contractors will submit price estimates to the customer prior to any movement of the equipment. The University may require vendor to perform an Equipment Optimization in order redistribute MFD to other locations within the main campus based on analysis. This could occur in situations where MFDs are producing well below or above their expected volumes within an optimal or best value, state upon analysis.

1.2.8.4 End of Life Device Management

University and other eligible users are required to take active measures to securely sanitize or destroy the hard drive of the device prior to release to contractor per [University media sanitation policy](#). Disposal of all equipment that is determined to have no residual value will be the responsibility of the successful vendor; proof of environmentally friendly disposal will be required at business review meetings. Management of equipment at end of life will be the responsibility of the Vendor. The end-of-life management program included in Respondent's Response must include the following:

- A historic commitment to end-of-life management of equipment after consumer use
- Parts reuse and materials recycling systems
- An equipment take-back program
- Hard drive surrender and/or certified disk erasing

1.2.9 Management and Reporting

1.2.9.1 Account Management

Vendor will designate a dedicated account representative to assist in all activities associated with the service and maintenance of account. This person could be the PrintSmart Program Manager or designated by the PrintSmart Program Manager. This person shall be a dedicated resource for the University. UF wants to be able to approve the personnel designated as the PrintSmart Program Manager.

UF customers will have access to their corresponding customer service representative during normal business hours of every business day. Normal business hours are defined as 8:00 a.m. to 5:00 p.m., except Saturdays, Sundays and University Holidays. Please include contact information with phone, email, fax, etc.

1.2.9.2 Order methods

Vendor must accept orders via online ordering systems/forms, electronic mail, fax, and telephone. The University must approve all authentication, authorization, and control mechanisms for ordering systems in advance. Vendor must be able to accept orders 24 hours each day via online ordering system.

Current state: when an order is placed, the vendor has the department complete an order form which includes a Department ID and is signed by the Business Manager or myUF Marketplace Financial Approver. Supplies or other costs not covered under the CPI can be paid using PCard.

1.2.9.3 Electronic Purchasing and Payment Systems

University has implemented an eProcurement marketplace solution (Jaggaer branded at the University as myUF Marketplace). The ability to participate in eProcurement and electronic payment is strongly desired. The positive impact for selected suppliers will be, but not limited to electronic submission of orders and potential for faster payment.

1.2.9.4 Invoicing/Central Billing

There will be one central billing address for the University, but **all invoices are approved by device, at the unit level –not centrally**. Detailed monthly invoices will be submitted in electronic form (CXML), containing sufficient detail for each equipment placement. Vendor detailed invoice will include at minimum:

- Department/location, department ID, type of device, (MFD, work group printer, desktop printer)
- Serial number, model for each device
- Beginning meter reading and date by device,
- Ending meter reading and date by device, (less service impressions)
- Number and type of impressions and made by device (Black & White / Color)
- Price per impression by device (Black & White / Color)
- Dollar amount owed by device (black & White / Color) for billing period
- Total dollar amount by department/location

Invoices including the above information are to be submitted no later than the 30 calendar days after receiving the meter readings. . Examples of the detailed billing/invoice must be provided and approved by the University prior to the first issue. Any costs the vendor incurs in complying with these invoicing requirements shall be deemed to be included in the total (CPI) Cost Per Impression price. A prompt payment discount for prime vendor contracts is suggested.

1.2.9.5 Business Review Meetings

In order to maintain the partnership between University and Vendor, University will require, at minimum, quarterly business reviews. Currently, UF meets with the Vendor weekly to review device additions, removals, and relocations, and also meets monthly to review SLA's and program metrics. The meetings shall include, but not be limited to:

- Review of Vendor performance as determined by Service Level Agreements
- Review of reporting
- Industry news and updates
- New model introduction
- Sustainability

1.2.9.6 Benchmark Report/Competitive Price Assurance

Upon request, to ensure the University continues to receive competitive market pricing, Vendor(s) shall report to University Purchasing CPI rates contractually provided to other universities, states and enterprises by the vendor with similar product mix and service components for benchmarking, emphasizing recently executed agreements where possible.

Should it be found that the University's CPI pricing is higher than the market benchmark, the Contractor shall unilaterally reduce the University's CPI pricing, charges and/or discounts, as appropriate, to make the University's rates comparable to the benchmarked best rates. Any adjustments shall be made available to the Customers within thirty (30) days of notification of findings.

1.2.9.7 Reporting

All reporting will be in Electronic Format such as in Excel®, to be provided quarterly. Reporting Period (University of Florida utilizes standard fiscal quarters; Q1 (July – Sept), Q2 (Oct – Dec), Q3 Jan – Mar), Q4 (Apr - Jun) Reports will include, but not limited to:

- Detailed invoice level history usage with the following fields:
 - Invoice Number
 - Invoice Date
 - Location of deviceManufacturer
 - Manufacturer ID
 - Serial Number
 - Model Number
 - MFD Type (Good, Better, Best multifunctional devices.)
 - Workgroup Printer Type (Better, Best)
 - Copy / Printer Volume
 - Ordered By Department
 - Order Date
 - Delivery Date
 - Other Organizations; Total of orders through UF agreement
 - Machine down times

Vendor and UF will work together to create additional reporting as UF deemed necessary. Submission of the quarterly sales reports are the responsibility of the vendor without prompting or notification by the University.

1.2.9.8 Remediation

In the event pricing or CPI rate levels reflected on invoices do not match the CPI pricing levels as stated in the agreement, UF and Vendor will work together to calculate and issue an appropriate credit.

1.2.9.9 Contract Home Page

The awarded vendor will be required to collaborate on a UF PrintSmart Web Site on the Internet to enable access to information regarding the PrintSmart program and ordering from Vendor for all eligible users. Here is the current [PrintSmart website](#) .

1.2.10 Account Manager (PrintSmart Program Manager)

The University is looking for the awarded vendor to act as the PrintSmart Program Manager that will manage the diverse MFD fleet, to optimize the print environment, and reduce document spend having balanced deployment of devices. The University is looking to partner with companies that can provide the appropriate managed services to ensure the success of this program and future improvements. Vendor's that can demonstrate expertise in managing the output environment in order to allow employees to concentrate on their core competencies will be considered.

The PrintSmart Program Manager will be responsible for the assessment of a given print area unit, identification of services, supplies, and print devices appropriate for the unit, factor in employee ratio and document workflow and produce a total cost comparison between assessed equipment state and optimized print environment plan. The comparison must provide preliminary estimated cost savings.

Given the responsibilities of the PrintSmart Program Manager, this solicitation is seeking proposals for recommended campus device strategy, program development including development of savings models, and creation of a device implementation plan for campus including moves, adds, and changes (MACs).

UF wants to be able to approve the personnel designated as the PrintSmart Program Manager.

1.3 Term of Agreement

The term of this Agreement will be for an initial period of 5 years with an option to renew, based on satisfactory performance and the written approval of both parties, for up to 1 additional 5 year period for the Multifunctional Devices (MFD), Maintenance, Related Software, Supplies, Services, and for Managed Print Program Management. Once a vendor has been awarded the Managed Print Program contract, a Memorandum of Understanding will be created which will outline all critical terms and establish the effective date of the agreement. If both parties agree to renew services after the initial 5-year period, the University fleet of devices under the PrintSmart program will be refreshed at that time.

1.4 Coverage and Participation

The intended coverage of this ITN and any Agreement resulting from this solicitation will be for the use of all affiliates at the University of Florida, including UF Health. 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 utilize 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 public land-grant, sea-grant and space-grant research university. Classified as a "Research University with Very High Research" by the Carnegie Foundation, UF is one of 62 elected member institutions of the Association of American Universities. Fall 2019 enrollment stood at 52,218, with incoming freshmen posting an average grade point average of 4.45 and an average SAT score of 1388. UF received a record \$776 million in research awards in fiscal year 2019 and has helped launch more than 190 start-ups based on researchers' technologies in the past 15 years. The university contributed more than \$16.9 billion through its research and other activities to Florida's economy in fiscal year 2017-18 and utilized funds to hire faculty in preeminent focus areas such as neuroscience, cybersecurity and food security.

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.

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 will 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 any signed agreement between the parties, as stated in that agreement.

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:

- The proposer's ability to demonstrate the capability to fulfill the requirements stated in the ITN, including the equipment, networking, and service-level specifications
- Financial Impact/Offering; UF will consider the Pricing proposal (see Attachment A) and the soft cost for implementation
- Quality and comprehensiveness of service, guarantees, and continuous improvement
- Creative offerings

- Extent of experience and knowledge of the development and/or implementation of managed print programs, especially in higher education
- Development of a Print Output Device Strategy for Campus
- Development of an Implementation Plan for Output Devices
- Ability to develop a solution that can work for both UF and UF Health, and which will result in a separate agreement for both entities.
- Acceptance of UF terms and conditions

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*.

2.3 Pre-Award Presentations

The University reserves the right to require presentations 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 the 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 Notice of Proposal Protest Bonding Requirement

Any vendor who files an action protesting a decision or intended decision will post at the time of the filing the formal written protest, a bond, payable to the University of Florida, in an amount equal to: 10% of the estimated value of the protestor's proposal; 10% of the University's estimated expenditure during the contract term, or \$10,000, whichever is less. The bond will 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. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

2.6 Contractual Intent/Right to Terminate and Recommence ITN Process

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

2.7 Effective Period of Proposals

Under this ITN, the University will hold that vendors' responses to this ITN will 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 will specifically communicate in its proposal such disagreement to the University, along with any proposed alternatives. The 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 will be without any liability of any kind or amount to the University. The University will not accept any proposal that the University deems not to be in its best interests. The University will 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

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 will not affect the vendor's risks or obligations under a contract resulting from this ITN.

2.12 Rejection of Vendor Counteroffers, Stipulations and Other Exceptions

Any vendor exception, stipulation, counteroffer, requirement, and/or other alternative term or condition will 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 will be held in confidence by the vendor and will 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 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.

11/03/2020	Issuance of ITN
11/12/2020 –2:00 PM EST	Non-Mandatory Pre-proposal Conference
11/19/2020 –5:00 PM EST	Technical Questions/Inquiries Due
12/03/2020	Responses to Inquiries sent out
12/15/2020- 3:00 PM EST	ITN Closes/Opening of Proposals
January & February	Vendor Presentations & Review

3.1 Pre-Proposal Conference

A Non-mandatory virtual pre-proposal conference via Zoom will be held for vendors who intend to respond to this ITN.

Date & Time: **November 12th, 2020 2:00PM ET**

University of Florida

Via Zoom

Zoom URL:

<https://ufl.zoom.us/j/93701805961?pwd=UDR4R2xKcmw2cnFmTINOd1pYM3hJQT09>

Meeting ID: 937 0180 5961

Password: 336227

The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the ITN. Vendors wishing to participate in the Pre-Proposal conference via conference call should contact Steven Neal by email at sneal@ufl.edu for contact phone number and passcode. Answers to any questions that might arise will be in the form of Addenda to the Invitation to Negotiate, prior to the proposal opening. All such revisions must be acknowledged by signature and returned with the proposal.

The Purchasing Coordinator may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Purchasing Coordinator, there is a need for such conference(s) in order to promote competition.

3.2 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Steven Neal at 352-294-1157 or email at sneal@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

Purchasing Services
 971 Elmore Drive, Room 102
 PO Box 115250
 Gainesville, FL 32611-5250
 on or prior to **12/015/2020 3:00 PM.**
 ITN21SN-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 will not accept proposals received by facsimile or email. The University will, at the specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend virtually 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, 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 4.1.1, 4.1.2, 4.1.3 and 4.1.4.

4.1.1 Response Format

- **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 "Pricing" Worksheet, as provided in Attachment A.**
- **Submit one (1) original and three (3) of the vendor's proposal in hard copy form.**
- **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**
- **The vendor'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.**

- Vendor responses should be no longer than 100 double-sided pages.

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.

UF expects the respondents to this ITN to provide detailed information about their company and work process that will highlight the respondent's strengths and ideas in the areas of concern identified in this SOW. The University of Florida is interested in identifying solutions that will be of most benefit to the University in this effort and encourages respondents to bring all of their resources and creativity to their proposals.

Tabular / Paginated Format:

- Tab 1:
 - Title page noting vendor name and location
 - Completed and signed Certification of Proposal form, and/or signed and completed acknowledgement forms for any addenda issued.
 - Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Please include the Organizational chart beginning with your account management team through CEO of your company
- Tab 2: 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 examples of services rendered, particularly in higher learning. Please provide any documentation or studies of documented outcomes.
- Tab 3: A listing of companies authorized dealers, resellers, distributors and service locations that will support the Gainesville campus and a listing of companies authorized dealers, resellers, distributors and service locations that will support UF locations outside Gainesville.
- Tab 4: Please list the models being offered per the specifications (mechanical, technical, print driver, security, and network) listed in Appendix A and on Attachment A. Affirm that all models listed will meet specifications listed in section 1.2.5, Appendices A&B, and Pricing Attachment A. Also, provide the life cycle of a new equipment placement and a trade-in equipment placement. Include the responsibilities of the vendor, the dealer and university personnel. Describe the information used in the assessment of trade-in and the valuation process of existing University equipment. Show calculation of any savings in

your example. Lastly, provide the EPEAT and Energy Star Ratings for each device offered.

- Tab 5: Attachment A – Pricing Matrix: The University requires a pricing structure with an all-inclusive cost per impression (CPI) to include but not be limited to service, equipment, software and supplies (excluding paper), property taxes and insurance. Also, vendors should list the price book for accessories not included in the CPI under the “Accessory Price Book” tab. Please indicate the discount from list for Accessories. Pricing responses should be in workbook format, for example Excel or similar programs. Pricing must be submitted in an accessible data format. Adobe (.pdf) format or protected workbooks are not acceptable for analysis.
- Tab 6 (in 2 pages or less):
 - Please describe the process of producing “best value” for University and its users, through creative marketing, small business & diversity programs, “green” initiatives, and/or other programs.
 - Describe any financial considerations and flexibility of the vendor (signing bonus, early payment discounts, growth incentives, etc.)
- Tab 7: Other promotional materials you deem important that may or may not be considered by ITN committee such as communication/marketing slicks used for other customers.
- Tab 8: Submit a concise description of proposed activities that would develop, implement, and document the outcome of a Print Output Device Strategy for the University of Florida. Include key aspects such as current assessment, Implementation Plan, buy-out feasibility, optimization proposal, and savings models. Discuss the use of print management software in your solution (rule-based software).
- Tab 9: Outline and identify the amount of training and communications that is provided by the Vendor and the ability to meet the Service-level specifications in section 1.2.9.
 - Specify training required for technical staff and end users. If a train-the-trainer approach is used for end-user training, please describe.
 - Provide a list of all documentation materials available to the University. This list should include but need not be limited to the following items: end-user documentation and training materials and any technical documentation required for system administrators, if applicable. Describe how this material is made available.
 - Describe how your firm addresses change management to assist with cost savings. For example, duplex printing, black & white versus color, print versus scan, reduce wasteful printing.
 - Describe your firm’s ability to meet the Service Level Expectation listed in section 1.2.9.
- Tab 10: Please include responses directly applicable to UF Health’s proposal request found in Appendix C, Section II.
- Tab 11: Please detail any issues the vendor has with the UF Standard Terms and Conditions (see section 6.0)

4.1.2 Number of Proposal Electronic Copies to be Furnished

Vendors are to submit one (1) original, of the initial response on PC compatible media (CD/DVD or USB flash drive), preferably in Word® and or / Excel® marked “Original”, and three (3) each marked “Copy”.

4.1.3 Bindings and Marking

Vendors shall ensure that the original and each copy are individually bound. When submitting proposal copies, vendors shall ensure that units are clearly marked; for example, as “Original Proposal”, “Copy One of Proposal”, “Copy Two of Proposal”, 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: ITN21SN-110
Opening date and time: 12/15/2020 3:00PM

4.1.5 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.

4.1.6 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

UF Procurement 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
102 Elmore Hall, Radio Road
PO Box 115250
Gainesville, FL 32611-5250

Attn: Steven Neal
Telephone No: 352/294-1157
Facsimile No: 352/392-8837
E-mail Address: sneal@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 Procurement 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 11/19/2020 5:00PM/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 11/19/2020 5:00 PM/ET.
- Inquiries about technical interpretations must be submitted in writing and be received prior to 11/19/2020 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:

<https://procurement.ufl.edu/vendors/schedule-of-bids/>

- ***Vendors who want the addenda supplied to them in another form must notify the Purchasing Coordinator listed in Section 4.2.5 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 **11/19/2020**.

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 (Schedule A, Tab 5, Tab 6). 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.

<https://procurement.ufl.edu/vendors/schedule-of-bids/>

- ***Vendors that want the revisions supplied to them in another way must notify the Purchasing Coordinator 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.

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 initial 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.

Selection or rejection of the proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor any vendor information that is clearly designated and conspicuously labeled as proprietary, and the University concurs that the information is proprietary, that trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Purchasing 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.

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. 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 (EEO-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 and Audit

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

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 a offensive academic environment for University students. University vendors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees and

students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to be removed from the project site and from University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

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 Kathey Porter, 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

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

6.25 Indemnification/Hold Harmless

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, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. 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.

6.26 Insurance Requirements

The Successful Vendor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Successful Vendor from claims arising out of or resulting from the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least thirty (30) days prior to the date that each applicable insurance policy is scheduled to expire. **Please note that the University of Florida must be named "additional insured" on automobile and general liability policies.**

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$500,000 per occurrence. Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

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

Automobile Liability - The Successful Vendor shall secure and maintain, during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in at least the amount of \$100,000.00 per person, \$500,000.00 per occurrence.

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.

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 contact Transportation and Parking Services at 352-392-2241.

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 request 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. The maximum price escalation or de-escalation for products and services will be tied to the Producer Price Index (PPI) for finished goods for that particular period and may not exceed 3% in any year. Exceptions can be requested with appropriate manufacturer's or wholesaler's documentation subject to University Procurement's full or partial rejection, modification, or approval.

NOTE: 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 Prison Rehabilitative Industries

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from Pride of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; and for purposes of this contract the

person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301

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 subject to the provisions of Chapter 119 F.S., and made or received by the Successful Vendor in conjunction with the Agreement.

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 and the rule and regulations of the Florida Board of Governors and the University. University and Successful Vendor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted 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 – N/A

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. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within thirty (30) days after serving such notice upon the proposer, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said thirty (30) days, cease and terminate, but the liability of such proposer and his surety for any and all such violations(s) shall not be affected by any such termination. 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 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 – N/A

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.

7.0 Certifications and Forms

7.1 Certification of Proposal

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

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

This proposal is submitted in response to Invitation to Negotiate # 21SN-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)

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

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

Email: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Date: _____

Signature of Authorized Officer

Printed Name

Email: _____

ITN21SN-110

Closing Date: 12/15/2020

Closing Time: 3:00 PM/ET

Appendix A - Minimum Technical Specifications Multifunctional Devices Monochrome Only (must Copy, Print, Color Scan, & Fax)

Segment 1 – A4 Medium Model

Minimum Requirements:

- Copy/Print speed (PPM): 35-40+
- Color/Monochrome scan speed (IPM): 35
- Paper capacity from drawer (s): 500
- Paper capacity from bypass tray: 50
- Paper capacity auto feeder: 50
- Memory RAM size: 1GB
- Embedded hard drive
- HDD security data overwrite
- HDD security encryption 128-bit
- HDD security malware protection
- Recommended volume/monthly: Up to 5,000
- Duty cycle monthly: 75,000
- Also see section 1.2.3.2 for more specifications

Segment 2: A4 Large model

Minimum Requirements:

- Copy/Print speed (PPM): 50-55+
- Color/Monochrome scan speed (IPM): 50
- Paper capacity from drawer (s): 500
- Paper capacity from bypass tray: 100
- Paper capacity auto feeder: 100
- Memory RAM size: 2GB
- Embedded hard drive
- HDD security data overwrite
- HDD security encryption 128-bit
- HDD security malware protection
- Capability of in-line stapler/finisher
- Recommended volume/monthly: Up to 10,000
- Duty cycle monthly: 100,000
- Also see section 1.2.3.2 for more specifications

Segment 3: A3 Small Model

Minimum Requirements:

- Copy/Print speed (PPM): 25-30+
- Color/Monochrome scan speed (IPM): 50
- Paper capacity from drawer (s): 1,000
- Paper capacity from bypass tray: 100
- Paper capacity auto feeder: 100
- Memory RAM size: 2GB
- Embedded hard drive
- HDD security data overwrite
- HDD security encryption 128-bit

- HDD security malware protection
- Required in-line stapler/finisher
- Recommended volume/monthly: Up to 10,000
- Duty cycle monthly: 100,000
- Also see section 1.2.3.2 for more specifications

Segment 4: A3 Medium Model

Minimum Requirements:

- Copy/Print speed (PPM): 50-55+
- Color/Monochrome scan speed (IPM): 100
- Paper capacity from drawer (s): 2,000
- Paper capacity from bypass tray: 100
- Paper capacity auto feeder: 100
- Memory RAM size: 4GB
- Embedded hard drive
- HDD security data overwrite
- HDD security encryption 128-bit
- HDD security malware protection
- Required in-line stapler/finisher
- Recommended volume/monthly: Up to 25,000
- Duty cycle monthly: 200,000
- Also see section 1.2.3.2 for more specifications

Segment 5: A3 Large Model

Minimum Requirements:

- Copy/Print speed (PPM): 70-75+
- Color/Monochrome scan speed (IPM): 100
- Paper capacity from drawer (s): 3,000
- Paper capacity from bypass tray: 100
- Paper capacity auto feeder: 100
- Memory RAM size: 4GB
- Embedded hard drive
- HDD security data overwrite
- HDD security encryption 128-bit
- HDD security malware protection
- Required in-line stapler/finisher
- Recommended volume/monthly: Up to 50,000
- Duty cycle monthly: 300,000

Appendix B –Minimum Technical Specifications Multifunctional Devices Monochrome & Color (must Copy, Print, Color Scan, & Fax)

Segment 6 – A4 Medium Model

Minimum Requirements:

- Copy/Print speed (PPM): 35-40+
- Color/Monochrome scan speed (IPM): 35
- Paper capacity from drawer (s): 500
- Paper capacity from bypass tray: 50
- Paper capacity auto feeder: 50
- Memory RAM size: 1GB
- Embedded hard drive
- HDD security data overwrite
- HDD security encryption 128-bit
- HDD security malware protection
- Recommended volume/monthly: Up to 5,000
- Duty cycle monthly: 75,000
- Also see section 1.2.3.2 for more specifications

Segment 7: A4 Large model

Minimum Requirements:

- Copy/Print speed (PPM): 50-55+
- Color/Monochrome scan speed (IPM): 50
- Paper capacity from drawer (s): 500
- Paper capacity from bypass tray: 100
- Paper capacity auto feeder: 100
- Memory RAM size: 2GB
- Embedded hard drive
- HDD security data overwrite
- HDD security encryption 128-bit
- HDD security malware protection
- Capability of in-line stapler/finisher
- Recommended volume/monthly: Up to 10,000
- Duty cycle monthly: 100,000
- Also see section 1.2.3.2 for more specifications

Segment 8: A3 Small Model

Minimum Requirements:

- Copy/Print speed (PPM): 25-30+
- Color/Monochrome scan speed (IPM): 50
- Paper capacity from drawer (s): 1,000
- Paper capacity from bypass tray: 100
- Paper capacity auto feeder: 100
- Memory RAM size: 2GB
- Embedded hard drive
- HDD security data overwrite
- HDD security encryption 128-bit
- HDD security malware protection
- Required in-line stapler/finisher

- Recommended volume/monthly: Up to 10,000
- Duty cycle monthly: 100,000
- Also see section 1.2.3.2 for more specifications

Segment 9: A3 Medium Model

Minimum Requirements:

- Copy/Print speed (PPM): 50-55+
- Color/Monochrome scan speed (IPM): 100
- Paper capacity from drawer (s): 2,000
- Paper capacity from bypass tray: 100
- Paper capacity auto feeder: 100
- Memory RAM size: 4GB
- Embedded hard drive
- HDD security data overwrite
- HDD security encryption 128-bit
- HDD security malware protection
- Required in-line stapler/finisher
- Recommended volume/monthly: Up to 25,000
- Duty cycle monthly: 200,000
- Also see section 1.2.3.2 for more specifications

Segment 10: A3 Large Model

Minimum Requirements:

- Copy/Print speed (PPM): 70-75+
- Color/Monochrome scan speed (IPM): 100
- Paper capacity from drawer (s): 3,000
- Paper capacity from bypass tray: 100
- Paper capacity auto feeder: 100
- Memory RAM size: 4GB
- Embedded hard drive
- HDD security data overwrite
- HDD security encryption 128-bit
- HDD security malware protection
- Required in-line stapler/finisher
- Recommended volume/monthly: Up to 50,000
- Duty cycle monthly: 300,000

ITN21SN-110 – Appendix C**UF Health – Managed Print Services**

Shands Teaching Hospital and Clinics, Inc., d/b/a UF Health Shands, is pleased to provide details of the UF Health print environment and the services required in provided proposals:

UF Health Overview

UF Health is the Southeast's most comprehensive academic health center and part of one of the nation's Top 10 public research universities, unique for our diverse constellation of health colleges, centers and institutes, and our hospitals, faculty practices and patient care programs. Academic health centers make discoveries that lead to breakthroughs in patient care. And our patients are at the heart of everything we do. We offer compassionate care with a focus on world-class outcomes for all, no matter how simple or complex their illness, and we offer hope — and results — for those who have been told elsewhere they have run out of options.

UF Health encompasses the Gainesville-based colleges of Dentistry, Medicine, Nursing, Pharmacy, Public Health and Health Professions, and Veterinary Medicine; the UF Health Shands family of hospitals; UF Health Jacksonville medical center; UF Health North; and an academic campus in Jacksonville that is home to the UF College of Medicine – Jacksonville and includes degree programs offered by the colleges of Nursing and Pharmacy. It also includes primary care and specialty practices throughout North Central and Northeast Florida, as well as Southeast Georgia. The UF Health network of hospitals and physician practices manages more than 3 million inpatient and outpatient visits each year, and serves patients from all 67 Florida counties, from around the nation and from more than 30 countries.

As a premier destination, our thriving patient care, education, research and outreach programs support community growth through positive economic impact and significantly improve the quality of life for Florida residents. Our two hubs — in Gainesville and in Jacksonville — are home to more than 26,500 faculty, staff and residents.

UF and UF Health attract skilled health professionals and staff from across the country. The dynamic university environment encourages business and community growth and development, and offers innumerable career opportunities. UF Health's robust strategic alliances with hospitals and health care providers throughout the state not only bring our medical experts, graduate programs and patient care services to other areas where they are needed, but they also create strong referral patterns for residents from other areas to visit or even relocate for our hospitals and outpatient programs, where we provide care for patients with the most complex conditions. In these ways, UF Health is poised to expand as a preferred

destination for health care, education and training, and scientific research in the health sciences.

For more information on UF Health and its Clinical Programs of Distinction, visit our Destination UF Health page at the link below:

<https://destination.ufhealth.org/>

Section I

General Information

UF Health Shands has Managed Print Services through one strategic vendor relationship and has worked with Xerox to ensure departments needs are met with the necessary equipment, supplies and repairs.

For monthly volumes, please refer to **Attachment E** – Title – 2020 10 30 Print Volume Excluding Cost. Please only consider line items marked as In Scope in Column 2.

UF Health Shands realizes that there is opportunity to standardize and right size the fleet of multi-functional devices (MFD) and printers within departments and welcomes vendor recommendations to reach this potential. See **Attachment F** – Title – 2020 10 30 Device Inventory List and consider line items marked as In Scope in Column 2.

High-Level Managed Print Services Operational Current State

The following provides a high-level overview of what the operational framework looks like within the Managed Print space:

1. Xerox provides support for equipment, delivery, installation, configuration, toner supplies and delivery, preventative maintenance, parts, repairs, and decommission and removal of devices
2. Xerox provides periodic print assessments to optimize the fleet and support a more sustainable environment
3. Detailed reporting provided by Xerox to document usage and fleet makeup by device, location, age, etc.
4. Various Service Level Agreements related to operational and service efficiency provided by Xerox to track success of program
5. UF IT provides front line customer support for public print (i.e. classrooms) devices and triages device issues to Xerox; Xerox may be contacted directly for device issues within the office setting
6. Xerox orders and delivers toner to devices under management contracts
7. UF IT provides hardware and software infrastructure support to include server support (management of Pharos, server housing, OS management, troubleshooting)

8. UF IT provides infrastructure and support for network and telecommunications services utilized by MFP devices.
9. Routine collaboration between Xerox, UF IT, and Supply Chain Services to discuss ongoing challenges and successes, and development of action plans for addressing key issues
10. Dedicated onsite customer service and account manager
11. Orders for new devices are directly submitted from the cost center Xerox and reviewed with Supply Chain Services and IT for approval
12. Add Billing and Invoice Process Individual purchase orders are issued by each ASU department for lease and click/print costs
13. Quarterly and semi-annual reviews are conducted to review the financial and operational status of Xerox, performance related to the Xerox's service level agreements and other KPIs, and how Xerox has been integrated within the facility

Primary Service Locations – See Attachment F

Section II

Please provide responses to the following questions:

1. Provide your company's proposal for an all-inclusive Managed Print Services program, to include vendor-owned equipment, maintenance and 365/24/7 service
 - a. Provide tiers of service to include no downtime.
 - b. Suggested Tiers
 - i. Critical priority, thirty-minutes response, two-hour resolution, must maintain on-site spare equipment and MFP units
 - ii. Elevated priority, two-hour response, one business day resolution
 - iii. Routine priority, four-hours response, two business days resolution
2. Provide options for current equipment to include buy and/or trade outs
3. Provide a comprehensive proposal for savings opportunities
4. Provide recycling processes and options for supplies

Additional Requirements

Each response will include the following requirements

- A. Applicable Experience – Each response must provide an overview of their organization's experience with this type of engagement, including any work with Academic Medical Centers (AMCs). References may be requested at a later date.
- B. Availability – Each vendor will provide their availability for a remote presentation, subject to invitation from UF Health Shands.
- C. Terms – Each vendor must acknowledge their review of Section III.

- D. Conflict of Interest – Each vendor must disclose any potential conflict of interest that may exist between vendor representatives or the representative’s company/division and any department, physicians, clinicians, or employees of UF Health Shands.
- E. Quality Issues and Concerns – Each vendor must provide a process for how quality issues will be communicated and addressed.
- F. Business Reviews – Each vendor must provide a process for how periodic reviews are performed to share opportunities for improvement (i.e. utilization).
- G. Additional Information – We welcome any additional content.

Section III

Standard Contract Terms and Conditions

The contracts identified and attached hereto contains the required terms and conditions (Appendix D), Business Associate Agreement (Appendix E). Please review the terms and make any necessary changes using tracked changes. Any revisions to either terms may impact your selection as a service provider.

UF Health Shands, in its sole discretion, has the right to change timeline, proceed with this proposal process or alternately not to make any award to any party at the conclusion of the bid.

ITN21SN-110-Appendix D

SHANDS SUPPLY CHAIN SERVICES STANDARD TERMS AND CONDITIONS

1. CMS Records Access Clause

To the extent required by valid regulations, (VENDOR) shall, until the expiration of four years following the furnishing of services pursuant to this contract, make available upon written request of the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this contract, and books, documents and records necessary to verify the nature and extent of costs incurred by (SHANDS) by reason of services provided by (VENDOR) under this contract. Any subcontracts entered into hereunto by (VENDOR) with a related organization for provision of the services contracted for herein, if otherwise allowed by this Agreement, with a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month period, shall contain this clause imposing the same obligations upon each subcontractor.

2. Confidentiality/Business Terms for Materials Management Contracts

Notwithstanding any contrary statement contained herein, the terms and conditions of this Agreement will not be disclosed to any third party without the prior written consent of the other Party, except either Party may disclose the terms and conditions of this Agreement to its employees with a need-to-know and its professional advisors, agents or independent contractors that are providing contractual services for the applicable Party and who require the knowledge of the terms and conditions of this Agreement so long as such individuals are subject to applicable non-disclosure agreements

3. Debarment Provision

Shands Jacksonville:

Representations and Warranties of Non-Exclusion from a Federal Health Care Program.

(a) (Vendor) represents and warrants to Shands Jacksonville Medical Center, Inc. ("Shands Jacksonville") that neither (Vendor) nor any of its owners, officers, directors, employees, or agents ("Vendor Representatives") is an Ineligible Person. For purposes of the representations and warranties contained herein, an "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C § 1320a-7b(f) or in federal procurement or non-procurement programs (the "Federal Health Care Programs"); or (ii) has been convicted of a

criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible to participate in the Federal Health Care Programs. (Vendor) further represents and warrants to Shands Jacksonville that, to the best of the (Vendor's) knowledge, neither (Vendor) nor any of the Vendor Representatives is under investigation or otherwise engaged in conduct which may result in the (Vendor) or one of the Vendor Representatives, as the case may be, becoming an Ineligible Person.

(b) The foregoing representations and warranties shall be ongoing during the term of this Agreement, and (Vendor) shall immediately notify Shands Jacksonville of any change in their status. Any breach of the representations and warranties herein shall give Shands Jacksonville the right to terminate this Agreement for cause as of the date of breach or at such other subsequent time as Shands Jacksonville may elect.

Shands Teaching Hospital and Clinics, Inc.:

[Vendor] represents and warrants to [Shands] that [Vendor], its owners, officers, directors, employees, agents and independent contractors (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C §1320a-7b(f) (the "Federal Health Care Programs"); (ii) have not been convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in their being excluded from participation in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the term of this Agreement and [Vendor] shall immediately notify [Shands] of any change in the status of the representation and warranty herein. Any breach of this provision shall give [Shands] the right to terminate this Agreement for cause as of the date of breach or subsequently in its sole discretion.

4. Dispute Resolution Provision

In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a "Dispute"), the Parties shall resolve such Dispute as follows:

A. Meet and Confer. The Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the "Dispute Notice"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the "Meet and Confer"). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws

protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

B. Resolution Through Mediation. If no resolution is reached through Meet and Confer, the parties shall, within forty-five (45) days of the last Meet and Confer session, attempt to settle the Dispute by formal mediation. If the parties cannot otherwise agree upon a mediator and the place of the mediation within such forty-five (45) day period, the American Arbitration Association shall administer the mediation and the place of mediation shall be in the city where the project is located. Such mediation shall occur no later than ninety (90) days after the Dispute arises. All findings of fact and results of such mediation shall be in written form prepared by such mediator and provided to each party to such mediation. In the event that the parties are unable to resolve the Dispute through formal mediation pursuant to this provision, the parties shall be entitled to seek any and all available legal remedies.

5. Indemnification with Sovereign Immunity Provision

Without waiving its sovereign immunity and subject to the limitations set forth in Florida Statute Section 768.28, (Shands) shall be responsible for its negligent or wrongful acts or omissions and the negligent or wrongful acts or omissions of its employees provided that such acts or omissions are within the scope of their employment.

6. Intellectual Property Infringement Indemnification Provision

Software:

Notwithstanding any limitation of liability or waiver of damages or disclaimer (Vendor) shall defend and indemnify and hold (Shands) harmless against any action brought against (Shands) to the extent that such action is based on a claim that the Software licensed hereunder, properly used within the scope of this Agreement, infringes a United States patent or copyright, provided that (Shands) gives (Vendor) the sole control of the defense, all negotiations and any settlement. If the Software becomes, or is likely to become, the subject of an infringement claim, (Vendor) may, at its option, secure (Shands') right to continue using the Software or replace or modify it to make it non-infringing with substantially similar functions and levels of performance and otherwise indemnify (Shands) for any related costs it incurred prior to securing such a settlement including but not limited to attorneys' fees and costs.

Products:

Notwithstanding any limitation of liability or waiver of damages or disclaimer (Vendor) shall defend and indemnify and hold (Shands) harmless against any action brought against (Shands) to the extent that such action is based on a claim that the Products purchased hereunder,

properly used within the scope of this Agreement, infringes a United States patent or copyright, provided that (Shands) gives (Vendor) the sole control of the defense, all negotiations and any settlement. If a Product becomes, or is likely to become, the subject of an infringement claim, (Vendor) may, at its option, secure (Shands') right to continue using the Product or replace or modify it to make it non-infringing with substantially similar functions and levels of performance and otherwise indemnify (Shands) for any related costs it incurred prior to securing such a settlement including but not limited to attorneys' fees and costs.

7. Insurance Provision with Sovereign Immunity

Pursuant to Section 1004.41, for purposes of sovereign immunity Shands Teaching Hospital and Clinics, Inc., Shands Jacksonville Medical Center, Inc., Shands Jacksonville HealthCare, Inc., and any not-for-profit subsidiary ("Shands") are corporations primarily acting as instrumentalities of the State of Florida and thus subject to the waiver of sovereign immunity set forth in s. 768.28, Florida Statutes. Accordingly, Shands is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self Insurance Program, a self insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Personnel and agents of Shands are not individually subject to actions arising from their official functions. Any damages allocated against Shands as prescribed by Section 766.112, Florida Statutes, are not subject to reallocation under the doctrine of joint and several liability to codefendants of Shands in professional liability actions. The sole remedy available to a claimant to collect damages allocated to Shands is as prescribed by Section 768.28, Florida Statutes. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self Insurance Program provides ongoing protection with no expiration.

8. Waiver of Damages

Neither party shall be liable to the other party for any incidental, consequential, indirect, punitive or other special damages arising out of a breach of contract even if the breaching party was made aware of the possibility of such damages.

ITN21SN-110 – APPENDIX E

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is effective this [DATE] day of [MONTH], [YEAR] (“Effective Date”) by and between SHANDS TEACHING HOSPITAL AND CLINICS, INC., a Florida not-for-profit corporation (“SHANDS”), and [BUSINESS ASSOCIATE] (“BUSINESS ASSOCIATE”).

RECITALS

WHEREAS, SHANDS and BUSINESS ASSOCIATE are parties to an agreement or agreements (“Underlying Agreement”) pursuant to which BUSINESS ASSOCIATE provides certain services to SHANDS and, in connection with those services, SHANDS discloses to BUSINESS ASSOCIATE certain individually identifiable protected health information (“PHI”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time (“HIPAA”);

WHEREAS, the parties desire to comply with the HIPAA Rules;

NOW THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, SHANDS and BUSINESS ASSOCIATE enter into this Business Associate Agreement.

ARTICLE I. DEFINITIONS

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (“PHI”), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

ARTICLE II. SPECIFIC DEFINITIONS

- a) BUSINESS ASSOCIATE. “BUSINESS ASSOCIATE” shall generally have the same meaning as the term “BUSINESS ASSOCIATE” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the BUSINESS ASSOCIATE identified above.
- b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Shands Teaching Hospital and Clinics, Inc.
- c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

d) The term “Personal Information” shall have the same meaning as that term is defined in Florida Statute §501.171(1)(g) which is either of the following:

(1) An individual’s first name or first initial and last name in combination with any one or more of the following data elements for that individual:

- (i.) a Social Security number;
- (ii.) a driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
- (iii.) a financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual’s financial account;
- (iv.) any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
- (v.) an individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

(2) A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

The term “Personal Information” does not include information about an individual that has been made publicly available by a federal, state or local government entity. The term also does not include information that is encrypted, secured, or modified by any other method or technology that removes elements that personally identify an individual or that otherwise renders the information unusable.

ARTICLE III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

BUSINESS ASSOCIATE agrees to:

- a) Use or disclose PHI only as permitted or required by the Underlying Agreement or as required by law;
- b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- c) Report to SHANDS any use or disclosure of PHI not provided for by the Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, and more specifically:
 - 1) In case of a breach, following the discovery of such breach, BUSINESS ASSOCIATE shall promptly, and in no event later than 5 days after the BUSINESS ASSOCIATE becomes or should have become aware of a breach, report the breach to SHANDS.
 - 2) Such notification shall be provided to the SHANDS Privacy Office. The initial notification shall identify: (i) the date of the breach; (ii) the nature of the breach or non-permitted use

of disclosure; (iii) the PHI involved; (iv) the party or parties who made the non-permitted use or disclosure.

- 3) BUSINESS ASSOCIATE shall work with SHANDS, promptly and as reasonably required by SHANDS, to identify all individuals whose PHI is believed to be breached; ensure that the cause giving rise to the breach has been remediated; and provide such other information as HHS may prescribe by regulation.
 - 4) For breaches arising out of acts or omissions of the BUSINESS ASSOCIATE or its subcontractor(s), all of the direct costs reasonably associated with sending out notifications of the breach to affected patients, clients, media, and regulatory authorities shall be the responsibility of the BUSINESS ASSOCIATE.
- d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the BUSINESS ASSOCIATE agree to the same restrictions, conditions, and requirements that apply to the BUSINESS ASSOCIATE with respect to such information. BUSINESS ASSOCIATE shall ensure that each such subcontractor and agent agrees in writing to abide by the terms of this Agreement.
 - e) Make available PHI in a designated record set to SHANDS as necessary to satisfy SHANDS' obligations to allow individuals to access PHI as set forth under 45 CFR 164.524;
 - f) Promptly make any amendment(s) to PHI in a designated record set as directed or agreed to by SHANDS pursuant to 45 CFR 164.526, or take other reasonable measures as necessary to satisfy SHANDS' obligations under 45 CFR 164.526;
 - g) Maintain and make available the information required to provide an accounting of disclosures to SHANDS as soon as possible, but no more than twenty (20) days from date of request by SHANDS or as necessary to satisfy SHANDS' obligations under 45 CFR 164.528. At a minimum, each accounting shall include:
 - 1) Date of each disclosure;
 - 2) Name and address of the organization or person who received the PHI;
 - 3) Brief description of the information disclosed; and
 - 4) With respect to disclosures other than those made at the request of the subject, the purpose for which the information was disclosed and a copy of the request or authorization for disclosure.
 - h) Maintain a process to provide an accounting of disclosures for as long as BUSINESS ASSOCIATE maintains PHI received from or on behalf of SHANDS.

- i) To the extent BUSINESS ASSOCIATE is to carry out one or more of SHANDS' obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to SHANDS in the performance of such obligation(s); and
- j) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- k) In accordance with Florida Statute § 501.171(6), Florida Statutes, if Business Associate will maintain, store, or process Personal Information on behalf of Covered Entity, Business Associate shall report to Covered Entity any unauthorized access of data in electronic form containing Personal Information as soon as practicable, but no later than five (5) calendar days following the determination that the Personal Information was, or is reasonably believed to have been, acquired by an unauthorized person. Business Associate's unauthorized access report shall identify the date, estimated date or date range and scope of the unauthorized access to Personal Information, including a description of the Personal Information that was accessed or reasonably believed to have been accessed as a part of the breach of security, and Business Associate's response to the unauthorized access. Business Associate shall provide further information related to the unauthorized access as may be reasonably requested by Covered Entity.

ARTICLE IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a) BUSINESS ASSOCIATE may use or disclose PHI solely to perform its duties under the Underlying Agreement and only as allowed by the terms of the Underlying Agreement and this Agreement.
- b) BUSINESS ASSOCIATE may use or disclose PHI as required by law.
- c) BUSINESS ASSOCIATE agrees to make uses and disclosures and requests for PHI consistent with SHANDS' minimum necessary policies and procedures.
- d) BUSINESS ASSOCIATE may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by SHANDS.
- e) BUSINESS ASSOCIATE may disclose PHI for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE, provided the disclosures are required by law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.

ARTICLE V. PERMISSIBLE REQUESTS BY SHANDS

SHANDS shall not request a BUSINESS ASSOCIATE to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by SHANDS.

ARTICLE VI. TERM AND TERMINATION

- a) Term. The Term of this Agreement shall be effective as long as the BUSINESS ASSOCIATE maintains possession of PHI.
- b) Termination for Cause. BUSINESS ASSOCIATE authorizes termination of this Agreement by SHANDS, if SHANDS determines BUSINESS ASSOCIATE has violated a material term of this Agreement.
- c) Improper Use. SHANDS may terminate this Agreement and the Underlying Agreement without penalty if SHANDS, in its sole discretion, reasonably suspects that BUSINESS ASSOCIATE has improperly used or disclosed PHI or has otherwise violated a material term of this Agreement.
- d) Inadequate Policies or Safeguards. SHANDS may terminate this Agreement without penalty if it determines, in its sole discretion that any changes or any diminution of BUSINESS ASSOCIATE's reported privacy policies or security safeguards render any or all of BUSINESS ASSOCIATE's policies or safeguards unsatisfactory to SHANDS.
- e) Obligations of BUSINESS ASSOCIATE Upon Termination.
 - 1) Return/Destruction of PHI. BUSINESS ASSOCIATE agrees that, upon termination of the Underlying Agreement, for whatever reason, it will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of SHANDS which BUSINESS ASSOCIATE maintains in any form, and retain no copies of such information. An authorized representative of BUSINESS ASSOCIATE shall certify in writing to SHANDS, within five (5) days from the date of termination or other expiration of the Underlying Agreement, that all PHI has been returned or disposed of as provided above and that BUSINESS ASSOCIATE no longer retains any such PHI in any form.
 - 2) No Feasible Return/Destruction of PHI. To the extent such return or destruction of PHI is not feasible, BUSINESS ASSOCIATE shall extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible. BUSINESS ASSOCIATE shall remain bound by the provisions of this Agreement, even after termination of the Underlying Agreement, until such time as all PHI has been returned or otherwise destroyed as provided in this section.
 - 3) BUSINESS ASSOCIATE is obligated to obtain or ensure the destruction of PHI created, received, or maintained by subcontractors.
 - 4) Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

ARTICLE VII. MISCELLANEOUS

- a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

- b) Construction. This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations, and HITECH. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HIPAA regulations, and HITECH.
- c) Notice. All notices and other communications required or permitted pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement, or to such other address as either party may designate from time to time. All notices and other communications shall be mailed by registered or certified mail, return receipt requested, or transmitted by hand delivery or telegram. All notices shall be effective as of the date of delivery of personal notice or on the date of receipt, whichever is applicable.
- d) Modification of Agreement. The parties recognize that this Agreement may need to be modified from time to time to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including, but not limited to, HIPAA. This Agreement shall not be waived or altered, in whole or in part, except in writing signed by the parties. If there is any change in applicable law relating to PHI or this Agreement, the parties will negotiate in good faith to amend this Agreement to remain in compliance with all applicable laws.
- e) Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Florida, without giving effect to its conflict of law’s provisions. Alachua County, Florida, shall be the sole and exclusive venue for any proceeding as between the parties that may be brought under, or arise out of, this Agreement.
- f) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

Priority of Agreement. If any portion of this Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Agreement shall prevail.

SHANDS TEACHING HOSPITAL AND CLINICS, INC. BUSINESS ASSOCIATE

By: _____

By: _____

Name: _____

Name: [BUSINESS ASSOCIATE]

Date: _____

Date: [DATE]

Address:

Address:

UF Health Shands Legal Services
P.O. Box 100303
Gainesville, Florida 32610-0303

[BUSINESS ASSOCIATE]
[STREET ADDRESS]
[CITY, STATE, ZIP]