



PURCHASING SERVICES

Invitation to Negotiate for Dental School Data Management System University of Florida College of Dentistry

Please mark all proposal submission envelopes with the following information:

ITN09GD-151
Opening 05/29/2009

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1.0 STATEMENT OF WORK

1.1 Summary

The University of Florida is soliciting proposals from interested vendors to furnish proposals for the University of Florida's College of Dentistry, hereinafter known as the UFCD. UFCD is interested in investigating products that could be the basis of a complete enterprise-wide data management system that meets, as a minimum, the list of goals that follow. We desire a system designed around the mission of the College of Dentistry that includes teaching, research and service, suitable for a dental college, and integrated in a seamless environment. We are not interested in customized, in-house development and are, therefore, seeking information about a turnkey solution to our requirements.

1.2 Coverage and Participation

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

2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

2.1 Original ITN Document

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

2.2 University Demographics

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

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

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

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

2.3 Schedule of Events

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

04/28/2009	Issuance of ITN
05/11/2009	Non-Mandatory Pre-proposal Conference
N/A	Vendors Visit University Site(s)
05/18/2009 –03:30 PM ET	Technical Questions/Inquiries Due
05/22/2009	Reponses to Inquires sent out
05/29/2009 –02:00 PM ET	ITN Closes/Opening of Proposals
06/04/2009	Complete Evaluations
06/08/2009 – 06/17/2009	Vendor Presentations
N/A	University Visits Vendor Site(s)
06/24/2009	Award Notification
06/25/2009- 06/29/2009 – : PM ET	72 hour posting period ends
/ /	Receipt of Bond and Insurance
/ /	Commence Service
/ /	Implementation

2.4 Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held for vendors who intend to respond to this ITN. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the ITN. 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.

Date & Time: **05/29/2009 02:00PM ET**
University of Florida
Building: Elmore Hall
Room: 101

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.

2.5 Pre-Proposal Site Visit

A pre-proposal site visit may be held for vendors who intend to respond to this ITN. The purpose of the site visit is to acquaint the vendors with the conditions under which the work must be performed. The University will not be responsible for additional compensation if the vendor does not acquaint themselves with all the available conditions and information nor shall it relieve the vendor from any responsibility for properly performing the work.

2.6 Special Accommodations

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Quintina R. Hale 352-392-1331 or email at qhale@ufl.edu three (3) business days prior to pre-proposal meeting or proposal opening.

2.7 Proposal Preparation Instructions

2.7.1 Vendor's Understanding of the ITN

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

2.7.2 University Provides Information in Good Faith without Liability

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

2.7.3 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.

2.7.4 Questions, Communications and Inquires between the University and Vendors

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

University of Florida
Purchasing Services
102 Elmore Hall
PO Box 115250
Gainesville, FL 32611-5250

Attn: Gayle B. Dykeman
Telephone No: 352/392-1331
Facsimile No: 352/392-8837
E-mail Address: gbdykeman@ufl.edu

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

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

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

- Questions concerning this ITN must be submitted in writing, and be received prior to 05/29/2009 2:00 PM/ET.

- Errors and omissions in this ITN and enhancements. Vendors shall bring to the University's attention any discrepancies, errors, or omissions that may exist within this ITN. Vendors shall recommend to the University any enhancements in respect to this ITN, which might be in the University's best interests. These must be submitted in writing and be received prior to 05/18/2009 4:30 PM/ET.
- Inquiries about technical interpretations must be submitted in writing, and be received prior to 05/18/2009 04:30 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 notifies responding vendors of this ITN's results and executes the resulting contract with the successful Vendor, informal communications may resume and formal communications must cease.

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

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

All addenda will be posted to our web site only:

http://www.purchasing.ufl.edu/main_schedule.asp

- ***Vendors who want the addenda supplied to them in another form must notify the Purchasing Coordinator listed in Section 2.7.4 above of that requirement. Otherwise, it will be the vendor's responsibility to check the web site for any additional information and addenda concerning this ITN.***

The University will not respond to any questions/requests for clarification that require addenda, if received by the University after **05/18/2009**.

2.7.6 Pricing and/or Revenue Proposal

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

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

term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method. Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

2.7.7 Revisions to the ITN

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

http://www.purchasing.ufl.edu/main_schedule.asp

- **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.

2.7.8 Attention to Terms and Conditions

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

2.7.9 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.

2.7.10 Proposal Organization

Original proposal and all copies must be on 8-½ x11 text weight paper, using binding tabs that will facilitate the distribution and evaluation of the proposals.

Response Format

- Submit one (1) copy of the initial response on CD or PC compatible disk, 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 Matrix' response shall be in Excel® as provided in Attachment A.
- Submit one (1) original and three (3) copies of the vendor's proposal in hard copy form.
- The outer carton of the response must include the ITN number, name and due date.

- 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 included in your response.

Failure to adhere to the foregoing requirements 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.
- Paper copies of responses must be tabbed, headed, and numbered exactly as outlined in each section, and the required information must be provided in the section under which it was requested by University. Responding companies may not combine or reorganize the headings and/or requests for information, or indicate that the information will be included in another section.
- Tabular / Paginated Format:
 - **Tab 1:** A one to two page executive summary of the vendor's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the ITN, and how the vendor plans to address the University's requirements.
 - **Tab 2:** Completed and signed ITN acknowledgement form, and/or signed and completed acknowledgement forms for any addenda issued.
 - **Tab 3:** 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 4:** The financial statements of the company for the past 2 years. If the company is a division of a larger corporation, the statements must be submitted for the corporation as a whole **and** for that division of the corporation.
 - **Tab 5:** A listing of at least four (4) 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 in the State of Florida, particularly within institutions of higher learning.
 - **Tab 6:** 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.
 - **Tab 7:** As defined below (Section 2.9.8), please describe any financial considerations and flexibility of the vendor.
 - **Tab 8 (Attachment A – Pricing Matrix):** Product and Service Pricing (in tabular format)
 - **Tab 9 (Attachment B):** Requirements Evaluation Matrix (in tabular format)
 - **Tab 10 (Attachment C):** Information about Clinical/Data Management Systems Questions. (in paragraph format)
 - **Tab 11:** Payment Options

2.7.11 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 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.

2.7.12 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.

2.7.13 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.

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

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

2.7.15 Performance and Payment Bond

This section has been intentionally left blank.

2.7.16 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.

2.8 Proposal Submission and Subsequent Opening

Proposals must be delivered sealed to: University of Florida, Purchasing Services, 102 Elmore Hall, PO Box 115250, Gainesville, FL 32611-5250, on or prior to **05/29/2009 02:00 PM/ET**. The University shall not accept proposals received by facsimile or email. The University shall, at the specified closing date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which vendors have responded. The University will make no immediate decision at such time, and there will be no disclosure of any

information contained in any proposal until the earlier of (i) the time University provides notice of an decision or intended decision, or (ii) 20 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.

2.8.1 Proposal Costs

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

2.8.2 Faxes or Emails Not Accepted

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

2.8.3 Number of Proposal Copies to be Furnished

Vendors are to submit one (1) original, marked "Original", and three (3) copies, marked "Copy".

2.8.4 Bindings and Marking

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

2.8.5 Marking of Envelopes

Vendors shall ensure that the submittal envelope(s) clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal, and are sealed.

ITN #: ITN09GD-151 Dental School Data Management System
Opening date and time: 05/29/2009 at 02:00 PM/ET

2.8.6 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.

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

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

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.

2.9 Evaluation Process and Award

2.9.1 Contractual Intent/Right to Terminate and Recommence ITN Process

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

2.9.2 Effective Period of Proposals

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

2.9.3 Proposal Acceptance/Rejection

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

2.9.4 Errors and Omissions in Vendors Proposals

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

2.9.5 Determination of and Information Concerning Vendor's Qualifications

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

- Financial resources
- 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

2.9.6 Apparently Conflicting Information Obtained by Vendor

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

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

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

2.9.8 Method of Award

The evaluation of each response to this ITN will be based on its overall competence, compliance, format, and organization. The Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the University 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 but not necessarily the one receiving the highest overall score.

Evaluation Criteria

Proposals will be evaluated on how closely they meet the goals for:

- Data Management
- Clinical Management
- Academic Management
- Fiscal Management

- Clinical Research Data Management
- Systems Capabilities
- User Environment

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

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

2.9.9 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*.

2.9.10 Pre-Award Presentations

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

2.9.11 Pre-Award Negotiations

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

- 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

2.9.12 Notice of Proposal Protest Bonding Requirement

Any person or entity who files an action protesting a decision or intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

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

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

2.9.14 Public Record

On the earlier of (i) the time University provides notice of a decision or intended decision, or (ii) 20 days after the final competitive sealed proposals are all opened, whichever occurs earlier, vendor proposals may be disclosed as public record.

3.0 DEFINITIONS

3.1 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,

3.2 Customer

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

3.3 May, Should

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

3.4 Must, Shall, Will

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

3.5 Proposal

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

3.6 Proprietary Information

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

3.7 Provider

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

3.8 Invitation to Negotiate (ITN)

A competitive negotiation process. It is not to be confused with an Invitation to Bid (ITB), in which goods or services are precisely specified and price is substantially the only competitive factor. This

ITN provides the University the flexibility to negotiate to arrive at a mutually agreeable relationship. Price will be considered, but will not be the only factor of evaluation.

3.9 Respondent

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

3.10 Response

Same as Proposal

3.11 Successful Vendor

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

3.12 Supplement Agreement

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

3.13 Supplier

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

3.14 University

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

3.15 Vendor

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

3.16 Vendor's Proposal

Same as Proposal

3.17 Vendor's Response

Same as Proposal

4.0 AGREEMENT TERMS AND CONDITIONS

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

4.1 Actions of Successful Vendor

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

4.2 Advertising

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

4.3 Americans with Disabilities Act

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

4.4 Certification

By signature on the "Proposal Certification" form included under Section 6.0, 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).

4.5 Conflict of Interest

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

4.6 Discrimination

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

4.7 Drug Free Workplace

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

4.8 Equal Opportunity Statement

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

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

If you have already complied with the above, please indicate_____

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

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

4.10 Inspection and Audit

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

4.11 Liens

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

4.12 Modifications

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

4.13 Non-Discrimination

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

4.14 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.

4.15 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.

4.16 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.

4.17 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 Faylene Welcome, Director of Small Business and Vendor Diversity, 352-392-1331.

4.18 Smoking Policy

All facilities of University of Florida are smoke free. Smoking is not permitted inside University buildings or within 50 feet of doorways and air intakes. The Successful Vendor is expected to respect this smoke free policy and fully comply with it.

4.19 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 recycled 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.

4.20 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.

4.21 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.

4.22 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.

4.23 Force Majeure

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

4.24 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.

4.25 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.

4.26 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.

4.27 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.

4.28 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.

4.29 Laws and Regulations

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

4.30 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.

4.31 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.

4.32 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

4.33 Parking

The Successful Vendor shall obtain all parking permits and/or decals that may be required while performing project work on University premises. The Successful Vendor should contact Transportation and Parking Services at 352-392-2241.

4.34 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.

4.35 Price Adjustment

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

4.36 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.

4.37 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

4.38 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).

4.39 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.

4.40 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.

4.41 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.

4.42 Right of Inspection

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

4.43 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.

4.44 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.

4.45 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.

4.46 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.

4.47 Termination

4.47.1 Convenience

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

4.47.2 Default

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

4.47.3 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.

4.47.4 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.

4.47.5 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 reasonable possible. No penalty shall accrue to the University in the event this cancellation provision is exercised. This cancellation provision shall not be construed so as to permit the University to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party.

4.47.6 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.

4.47.7 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.

4.47.8 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.

4.48 Title and Risk of Loss

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

4.49 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 furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5.0 SCOPE OF WORK, SPECIFICATIONS, TECHNICAL REQUIREMENTS

Listed below on pages 29-39 is a compilation of specific information that should be addressed by a proposed product. The items are listed by category and include a relative importance. This list is not intended to limit the functionality of a proposed system but to address a specific set of requirements. For each line item, specify if your system meets the requirement and explain in detail how it is met. Please be specific so it will be possible to evaluate the differences between various systems.

5.1 Term of Agreement

The term of this Agreement will be for an initial period of 2 years, 06/01/2009 to 06/01/2011, with an option to renew based on satisfactory performance and the written approval of both parties for up to 3 additional 2 year periods.

OVERVIEW AND GOALS

The University of Florida's College of Dentistry, hereinafter known as the UFCD, is interested in investigating products that could be the basis of a complete enterprise-wide data management system that meets, as a minimum, the list of goals that follow. We desire a system designed around the mission of the College of Dentistry that includes teaching, research and service, suitable for a dental college, and integrated in a seamless environment. We are not interested in customized, in-house development and are, therefore, seeking information about a turnkey solution to our requirements.

Background Information

- UFCD is a public, state supported dental college, and one of six colleges comprising the UF Health Science Center complex. Our mission is to achieve excellence in the art and science of dentistry through teaching, research, and service.
 - Teaching: to develop outstanding clinical, research and teaching professionals committed to lifelong learning.
 - Research: to discover, disseminate and apply knowledge in the oral health sciences.
 - Service: to provide and promote excellent patient care and community service.
- Approximately 145 part-time and full-time faculty and 250 staff are employed at UFCD-Gainesville to achieve this mission. Our facilities include our main research, teaching and clinical operations located in Gainesville, Florida, as well as satellite clinics located in Jacksonville, St. Petersburg, and Hialeah. UFCD has ten departments: Dental Biomaterials, Endodontics, Operative Dentistry, Community Dentistry and Behavioral Sciences, Oral Biology, Oral and Maxillofacial Surgery and Diagnostic Sciences, Orthodontics, Pediatric Dentistry, Periodontology, and Prosthodontics.
- UFCD currently enrolls approximately 400 students, including 320 dental students and 80 advanced education/graduate students.
- The Gainesville facility includes approximately 220 dental [operatories or chairs] in several predoctoral and graduate clinics. We recorded over 100,000 dental patient visits in the 2008/2009 academic year and over 17,000 patient visits in the faculty practice clinic. This represents approximately 5,500 new patients in that year. Approximately 12,500 patient visits were recorded at our satellite facilities during this time frame.

Data Management Needs

- Efficient tracking of student academic performance necessitates a unified database that will track, monitor and evaluate student progress through the entire four-year curriculum.
- One aspect of the research mission involves patient care information to be reviewed and utilized for health services, clinical research and related purposes. The data from the Dental School Data Management System would provide a new source of information to expand the clinical research and health services research capability.
- A new data management system would support both the service mission of the College and the philosophy for clinical patient care. The clinical care philosophy states that clinical care should be efficient, patient-centered and student-focused. It implies that our patients should be able to easily traverse the various clinical levels - a "seamless" system. Therefore, the ability to register and track patient care activities for all patients in the undergraduate, graduate and faculty practice clinics at all UFCD sites is needed. The patient centered care philosophy should allow the patient *and* their treatment needs to be the focus of the clinical management system component. In

addition, this data will provide quality assurance tracking as another primary ability of this data management system.

- We desire to have one primary data source which will address several College concerns - those related to tracking most aspects of patient care, plus clinical evaluation, financial tracking, quality assurance parameters, curriculum and clinical research.

Other related goals – not necessarily in priority order - are:

Clinical Management

- To provide a seamless environment for the transition by a patient through the various dental treatment programs in the college. That is, from the moment when the prospective patient calls for a screening appointment, until the patient is discharged from active treatment to recall, all activities are electronically tracked without redundant data entry.
- The electronic data management system should allow for a computerized patient assignment process.
- Advance the College in the direction of an electronic medical/dental record.
- To provide a way to electronically track patient treatment, to prevent or minimize undue periods of time between various treatment procedures, and therefore deliver treatment in a more timely and efficacious manner.
- Track student progress by procedure completion as well as procedure progress. As an example, there are multiple appointments, and therefore multiple subsets of treatment, necessary to deliver a full crown to a patient.
- To track treatment plans on patients, and changes to those treatment plans, so that at any point the treatment performed can be compared to the initial treatment planned.
- To track patients discharged due to whatever reason. Reasons may include: treatment complete (refer to recall); treatment stopped due to patient leaving (where did they go and why); treatment determined to be beyond the undergraduate student (where were they referred); treatment stopped due to patient financial constraints (what is current patient condition, where were they referred); etc.
- To track instrument kits used for pre-clinical and clinical procedures. Ideally to relate appointments scheduled and the procedures to be done to the type and numbers of kits to be delivered to the appropriate clinic at the appropriate time.

Academic Management

- The new data management system should compliment or integrate with our existing data bases cataloging enrolled students, student demographics, courses, grades, etc.
- To track and evaluate clinical competencies facilitating a standard system of clinical evaluation of student performance. TEAM leaders (faculty clinical advisors) would have accurate and current data available to monitor and evaluate student patient care issues and student academic information for student mentoring.
- Expand our system capabilities to enable appropriate faculty, staff and students to track student academic performance and the completion of clinical competencies and other degree requirements with an assigned security access. Appropriate personnel would query this database in order to assess student academic performance across departments and/or clinics. These data would be available for centralized review for student performance evaluation, as well as for academic advisement. These data could be reviewed remotely by authorized personnel.

- To provide a paperless environment to record, calculate and assign clinical grades. Instead of paper grade slips, or encounter forms, grades would be entered into a clinic computer and automatically into the secure department database.
- To facilitate the electronic posting of student academic and clinical schedules, and to allow appropriate persons to access that information remotely.

Fiscal Management

- Replace or upgrade our current system (Quick Recovery) without giving up any of the current functionality supplied by this system.
- Electronic receipt and posting of Explanation of Benefits (EOBs)
- Electronic transmission of billing data using HCFA 1500 and ADA 2006 filing formats.
- Electronic transmission of generated patient statement to third party distributor
- Ability to set up a monthly payment schedule (contract) which posts due amounts automatically
- Collection tracking by insurance plan and provider
- Assignment of fee codes for providers and insurance plans
- CPT2009, ICD-9, CM 2009 and CDP 2009-2010 procedures with modifiers, tooth numbers and surfaces and quadrants

Management of Clinical Research Data

- Allow the searching of the database for research subjects with particular treatment needs or medical concerns.

Systems Requirements

- The ability to assign at least 10,000 provider numbers and at least 1,000,000 patient numbers
- The system should be easy to use with a graphical user interface.
- The database should comply with industry standards (RDBMS) and have an open architecture.
- The system should run on an industry standard platform and allow access from multiple clients—especially Windows and Apple Macintosh clients.
- System must have security access for each user and control down to the field level.
- The system should provide standard reports and include a report writer. The system should allow report generation based on database elements and multilevel groupings.
- The system should have the capability of downloading or uploading information from external sources.

User Environment

- The user environment consists of about 450 end users (not including students) accessing various parts of the system. The software needs to identify each user and restrict them to their own needs. All users, local and remote, will be connected on a TCP/IP connection.
- The system must be capable of up to 300 concurrent users while maintaining sufficient speed to not hamper clinical and business operations.

SPECIFICATIONS

Listed below is a compilation of specific information that should be addressed by a proposed product. The items are listed by category and include a relative importance. This list is not intended to limit the functionality of a proposed system but to address a specific set of requirements. For each line item, specify if your system meets the requirement and explain in detail how it is met. Please be specific so it will be possible to evaluate the differences between various systems.

Priority Key (See Attachment B)

1. Mission Critical – currently utilized
2. Desirable – within 1-2 years
3. Nice – within 3-5 years

Please see Attachments A, B and C

Payment Options

Proposers are encouraged to submit, as a part of their information, innovative payment options such as multi-year lease programs or deferred payment plans consistent with F.S. 1010.62(3)(c)(1).

Attachment B

Priority Key: 1 - Mission Critical – currently utilized, 2 - Desirable –within 1-2 years, 3 - Nice – within 3-5 years

Item	Priority Key	Vendor Response
Patient Demographics:		
Name	1	
DOB	1	
Gender	1	
Race	1	
Address (street, city, county, state (in individual fields)	1	
Phone	1	
Chart	1	
UFID number	1	
Photograph	2.5	
Name of student patient assigned to	1	
Date of assignment	1	
Account status (method of payment, outstanding balance, past financial record	1	
Current treatment plan (maintain history of charges)	1	
Patient history by procedure number and doctor number	1	
Medical history	1	
Chief complaint	1	
E-mail and cell phone fields	1.5	

Scheduling:

Student Scheduling	Priority Key	Vendor Response
Core curriculum activities	1	
Elective curriculum activities	1	
Core clinical activities	1	
Intramural clinic rotations	1	
Extramural clinic rotations	1	
<u>Link scheduler to account status of patient demographics</u>		
Account status	1	
Automatic key selected fields	1.5	
Student needs to know when he/she is available to schedule appointments	1	
Current treatment plan available on screen	1	
Treatment plan history	1	
Alternate scheduling system	2	
System that will allow scheduling patients outside their TEAM	2	
On-site and off-site access	1	

Clinical Outcomes:

Student-related requirements

Student progress history as a precursor to department grades	1	
Department grades (current and history)	1	
Procedures performed by ADA codes	1	
Patient charges (which patients were seen)	1	
Link to patient information	1	
Ability to track corrections or adjustments	1	
Ability to track student competency records	1	
Track student activities and performance-quality and productivity efficiencies	1	
Link procedures performed to patient appointment history and by ADA codes	1	
Create mechanism to track "re-do's"	1	

Priority Key	Vendor Response
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Patient-related requirements

Patient satisfaction measures	2	
Timing assignment for treatment	2	
Recall tracking	1	
Account balance, payment history	1	
Link to patient demographics, treatment plan and treatment history	1	
Link appointment history to patient demographics and flag poor appointment history	1	
Progress notes	2	
All information needs to be cross-referenced	2	
Track type of appointment, i.e., emergency, routine treatment, maintenance	2	
Interface with digital imaging/medical or dental PACsystems	1	
Accessible at remote sites	2	
Interface with Radiology Information System software	1	
Bridge with specialty-specific software such as Dolphin, implant treatment planning software, Innovision, CT client viewing software.	1	
Interface with speech recognition reporting solutions	1	
Allow electronic signature of all chart entries	1	

Priority Key	Vendor Response
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Financial Tracking:

Statement billing	1	
Collection letters	1	
Create balance of activities by clinical practitioner (provider)	1	
Detail of financial activities, i.e., charges, adjustments, collections, expenditures, staffing, supplies, overhead, by provider, vendor, object code, date, amount, patient revenues	1	

Priority Key	Vendor Response
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Productivity Measures (faculty, students & residents):

Amount charged	1	
Amount collected	1	

Priority Key	Vendor Response
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Per scheduled appointment in CDT codes	1
Number of procedures	1

Forms

HCFA 1500	1
UB 92	1
ADA claim form 2006	1
Real time reporting	1

Demographics of Matriculating Students

	Priority Key	Vendor Response
Name	1	
DOB	1	
UFID number	1	
Photograph	2	
Local address, telephone, permanent address	1	
DN status	1	
Program enrolled	1	
TEAM assigned/required	1	
Patient coordinator	1	
Enrollment history (date enrolled retracker)	1	
SPEC history, i.e., academic probation history, retracking	1	
Date degree granted	1	
Attrition date	1.5	
Declared disabilities	1	
Bilingual capabilities	2	
Requirement layout	1	
Student academic record (DAT scores, course grades, GPA ranking, National Board Part I and II scores, State Board performance)	2	
Student ranking	1	
Student medical requirements (inoculations)	1.5	

Curriculum Tracking Requirements:

	Priority Key	Vendor Response
Track amount and nature of extramural dental clinics	1.5	

Maintain course data

	Priority Key	Vendor Response
Purpose	2	
Goals	2	
Learning resources	2	
Instructional media	2	
Key words	2	
Student outcomes	2	
Evaluation methods	2	
Learning behaviors	2	
Contact hours	2	
Course number	1.5	
Track course lab fees	2	

Track faculty evaluation	2
Track course evaluation	1.5
Prepare and deliver educational materials	1.5
Deliver curricular offerings	1.5
Enhance curricular offerings	2
Hardware/software for computer labs, smart classrooms, network connections	2
Use web-based, CD-ROM techniques	2
Collect and monitor instructor workload	2

Research Requirements

	Priority Key	Vendor Response
Ability to read patient data	1	
Direct access through SQL	1	
User privileges to read and reproduce fields in database	2	
Link to recall data	2	
Access to format of specific fields required to link database	2	
Ability to link existing data to customized research databases	1.5	
Describe patient population as potential research subjects, proportion of gender/race category	1.5	
Able to track number of patients going through IRB approved protocol	2	

System Requirements:

	Priority Key	Vendor Response
Ability to easily configure the system	1	
Ability to customize the system	1	
Ability to run system on standard platforms	1	
Financial stability of supplier & ability to recover if the supplier cannot or will not support our needs	1	
Ability of supplier to deliver the desired system	1	
Ability of supplier to support the delivered system	1	
Upgrade policy and costs of periodic upgrades	1	
Stability of system	1	
Ease of training to use system – easy to use	1	

Bar Code Requirements:

	Priority Key	Vendor Response
Ability to track charts	1	
Ability to track instruments	1	
Inventory Control	1	

Other:

	Priority Key	Vendor Response
Faculty Practice (Clinical) Scheduler	1	
Scheduler which allows for various time frame views by provider or groups of providers (customized scheduling)	1	
Report Generator - allows operator to set parameters	1	
Ability to import and export data	1	

Tracking of patient risk level for caries
Tracking of patient risk level for periodontal disease

1
1

Priority Key

**Vendor
Response**

Survival time of restorations
Ability to "track" all patients via an electronic ticket
Ability to track collections for multiple clinics

1
1
1

Attachment C

Information about Clinical/Data Management System

Please provide the following information regarding the products that you develop/distribute. Please clearly indicate which products are currently installed at customer sites vs. products planned for future releases.

1. Does your system operate on an RDBMS?
 - If yes, which one?
 - Is there a report generator available?
 - What is the ideal number of users the system can support? Does this include printers?
2. Can your system handle specialties such as Oral Surgery, Radiology, Pediatric Dentistry or Orthodontics?
3. Can your system handle third party payers? Can we use this system to contract bill for providers not associated with UFCD?
4. What types of security are available?
 - How is it implemented?
 - Available for print requests?
 - Describe the audit trails provided in your software. Are operator date/time stamps included?
5. Does your system allow for customization?
 - Are user-defined fields available throughout the system? Please describe.
 - Can screens be modified to accommodate these fields?
 - If applicable, can dental school personnel make these modifications or do these modifications have to be made by the vendor?
6. Please provide the following information detailing maintenance and training options:
 - Hardware and software maintenance options.
 - Describe recommended training with availability and pricing.
 - Describe options for obtaining and installing software updates. List past releases including distribution dates.
 - Describe any diagnostic hardware and/or software integrated with your equipment.
 - Describe any system performance monitoring provided.
 - What is the location of the nearest office for provision and maintenance and customer services?

Describe help desk support provided by the vendor once the system is in place, including after hours support.

Attachment A

PRICE INFORMATION

Although this is a request for information, pricing is an important ingredient. Prospective vendors should respond with designs, descriptions and prices for any or all of the following components:

Components	Vendor Response
1. The system hardware, including all required data communications hardware, and administrative hardware required to install and operate the system in the UFCD premises.	\$
2. The system server software, including all required data communications software, and all of the client software required to install and operate the system in the UFCD premises.	\$
3. The costs required to install the hardware and software.	\$
4. The costs to migrate the data files from our existing system to the provided system	\$
5. The costs to train UFCD personnel to operate the provided system	\$
6. The re-occurring costs associated with using the systems including maintenance and licensing costs.	\$
7. The costs associated with technical infrastructure changes required to accommodate the provided system.	\$
8. The costs associated with physical facilities changes required to accommodate the provided system.	\$

6.0 Certifications and Forms

6.1 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 # ITN09GD-151 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 who's relative has, a substantial interest in any Contract award subsequent to this proposal are identified by name as part of this submittal.

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Date: _____

Signature of Authorized Officer

Printed Name

ITN #: ITN09GD-151

Closing Date: 05/29/2009

Closing Time: 02:00 PM/ET