

SUBMIT OFFER TO: UNIVERSITY OF CENTRAL FLORIDA Via Bonfire Web Portal https://ucfpurchasing.bonfirehub.com/opportunities/1156		University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form	
Page 1 of 65 Pages		OFFERS WILL BE OPENED March 7, 2016 @ 2:00 PM EST and may not be withdrawn within 180 days after such date and time.	
UNIVERSITY MAILING DATE:		ITN TITLE: Student Health Services Electronic Medical Records/Practice Management System	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO OFFER: Student Health Services Electronic Medical Record acquisition	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE			
AREA CODE		TELEPHONE NO.	
		TOLL FREE NO.	
		FAX NO.	
		POSTING OF PROPOSAL TABULATIONS Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department and our solicitation web page and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.	

Government Classifications
Check all applicable

- | | |
|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Women |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

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

GENERAL CONDITIONS

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope should contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

2. EXECUTION OF OFFERS: Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor are to be initialed.

3. NO OFFER SUBMITTED: If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour

4. PRICES, TERMS AND PAYMENT: Firm prices shall be negotiated and include all services rendered to the purchaser.

(a) DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for offer evaluation purposes.

(b) MISTAKES: Offerers are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the offerer's risk.

(c) INVOICING AND PAYMENT: All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:

Finance & Accounting
12424 Research Parkway, Suite 300
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

Interest Penalties: Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE



UNIVERSITY OF CENTRAL FLORIDA

**INVITATION TO NEGOTIATE 1519NCSA
FOR
STUDENT HEALTH SERVICES
ELECTRONIC MEDICAL RECORDS/
PRACTICE MANAGEMENT SYSTEM**

TABLE OF CONTENTS

1. INTRODUCTION

		<u>Page</u>
1.1	Statement of Objective	6
1.2	Contract award	6
1.3	UCF environment	7
2.0	GENERAL CONDITIONS	9
2.1	Authorized UCF Representative/Public Notices/UCF Discretion	10
2.2	Approximate Calendar of Events.....	11
2.3	Respondent Communications and/or Inquiries	11
2.4	Respondent’s Conference and Site Visit	12
2.5	Written Addenda.....	12
2.6	Offer due/ Opening date	12
2.7	Section Not Used	13
2.8	Evaluation Criteria and Selection Process	13
2.9	Posting of recommended Selection	15
2.10	Offer Validity Period	15
2.11	Disposition of Offer/ Florida Public Records Law Compliance	16
2.12	Economy of Presentation	16
2.13	Restricted Discussions/Submissions	16
2.14	Verbal Instructions Procedure	16
2.15	State Licensing Requirements	16
2.16	Parking.....	17
2.17	Definitions	17
2.18	Procurement Rules	19
2.19	Force Majeure	19
2.20	Limitations of Remedies, Indemnification, and Insurance	20
2.21	Term of Contract	21
2.22	Cancellation/Termination of Contract	21
2.23	Assignment and Amendment of Contract.....	22
2.24	Independent Parties.....	22
2.25	Performance Investigations	22
2.26	Records.....	22
2.27	Public Records.....	22
2.28	Public Records, Service Contracts, Compliance 119.0701, FS	22
2.29	Severability	23
2.30	Notices	23
2.31	Governing Law and Venue	23
2.32	Liaison	24
2.33	Subcontracts	24
2.34	Employment of UCF Personnel.....	24
2.35	Conflict of Interest.....	24
2.36	Equal Opportunity Statement	24
2.37	Waiver of Rights and Breaches	25
2.38	Headings not Controlling.....	25
2.39	Employee Involvement/Covenant against Contingent Fees	25
2.40	Employment of Aliens	26
2.41	Site Rules and Regulations	26
2.42	Travel Expenses	26
2.43	Annual Appropriations	26
2.44	Taxes	26
2.45	Contractual Precedence	26
2.46	Use of Contract by Other Government Agencies	27
2.47	Public Entity Crimes.....	27

2.48 Work for Hire 27

2.49 Export Control 28

2.50 Nonnegotiable Conditions and Requirements 29

2.51 Additional Quantities..... 29

2.52 Family Educational Rights and Privacy act 29

3.0 REQUIRED OFFER FORMAT 30

3.1 Introduction 30

3.2 Respondent/Offerer submittal Sections 30

4.0 SPECIFICATIONS/SCOPE OF WORK 34

4.1 System Overview/General Requirements 34

4.2 Functional Requirements 37

4.3 Supporting Functionalities 38

APPENDIX I EVALUATION SCORING SHEET 42

APPENDIX II TERMS AND CONDITIONS..... 43

APPENDIX III VENDOR RESPONSE (SUPPLEMENT) 47

APPENDIX IV CERTIFICATE OF NON-SEGREGATED FACILITIES 48

APPENDIX V COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS..... 51

APPENDIX VI SECURE HANDLING OF UCF DATA..... 52

APPENDIX VII SUBMISSION INSTRUCTIONS FOR SUPPLIERS..... 54

THIRD PARTY DATA SECURITY ASSURANCE QUESTIONNAIRE (SAQ) 55

1.0 INTRODUCTION

1.1. Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to solicit proposals for the University of Central Florida (UCF) Student Health Services (SHS) to acquire a robust, flexible, and customizable Electronic Medical Records/Practice Management System (EMR/PMS) to meet the current and future needs of our organization. To meet those needs, the ideal system would provide cutting edge and innovative solutions to our prevalent information technology challenges, including clinical decision support, facilitating patient care and engagement, cybersecurity, interoperability, population health, medical billing, revenue cycle management, value-based reimbursement along with governmental and healthcare industry mandates, such as Meaningful Use certifications. Therefore, technical support, vendor training, and excellence in customer service and support is essential. The expectation of this ITN is to establish a contract for the purchase, installation, implementation and training of software and accompanying licensure.

The Successful Respondent, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITN, unless UCF has agreed to accept or negotiate certain terms and conditions, as described in Section 3.2 Non-negotiable terms and conditions (as indicated in Appendix II) must always be performed by the Respondent.

1.2. Contract Award

UCF intends to award a contract or contracts resulting from this solicitation to the Successful Respondent(s) whose offer(s) represent the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document with the Successful Respondent's proposal and all the terms and conditions found in any resulting contract. A sample of UCF's standard terms and conditions can be viewed at <http://www.purchasing.ucf.edu>. The Contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

- A. UCF may reject any or all offers if such action is in UCF's best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when Respondent's offer is not in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost, price, and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the highest ranked offer (s).
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- H. UCF is not obligated to make an award under or as a result of this solicitation.

1.3. UCF Environment

1.3.1 UCF Operating Environment

The University of Central Florida is a pre-eminent metropolitan research university and one of the most innovative universities in America. UCF offers acclaimed programs and is known internationally for excellence in fields such as engineering, simulation and training, medicine, education, planetary sciences, optics and lasers.

UCF delivers on its promise of becoming America's leading partnership university through relationships on local, national and international levels.

At UCF, we prepare students for life and a career, while providing the complete college experience on an energetic and modern campus. UCF is a Princeton Review "Best Value" university and a U. S. News & World Report "Top Tier National University."

UCF has a current enrollment of over 63,000 students with 14 colleges offering undergraduate, graduate, doctoral, and professional and specialist degree programs, including medicine and nursing, covering a vast array of disciplines.

Under the leadership and division of Student Development and Enrollment Services, UCF Student Health Services is a fully accredited ambulatory health care center, and has been accredited by the Accreditation Association for Ambulatory Health Care since 2000. The mission of the University of Central Florida Student Health Services is to provide excellent healthcare that delivers value and promotes lifelong well-being to the UCF community.

UCF Student Health Services provides care at four convenient locations: the main campus Health Center; Knights Plaza at the north end of campus; the College of Medicine; and Rosen College of Hospitality Management. Student Health Services staff provides quality primary care and specialty services for the students, faculty and staff in the UCF community. UCF SHS is staffed by board-certified physicians, dentists, pharmacists, advanced registered nurse practitioners, physician assistants, registered nurses, licensed practical nurses, certified medical assistants and a full complement of other allied medical support personnel who provide laboratory and radiology services. In addition to medical care for injuries and illnesses, the UCF SHS staff offers additional services including Dental Care, Psychiatry, Women's Health, Sports Medicine, Travel Medicine, Immunizations, Dietician, Pharmacy, Radiology, Laboratory, and Alcohol and Other Drug (AOD) Prevention Programming Services. The Student Health Center, our main facility is a 48,000 sq. ft., 3 story building with the anticipated expansion of an additional 10,000 sq. ft. by the end of Spring 2016. Our current practice management system is PyraMed (formerly Media Highway).

1.3.2 Current UCF / SHS statistics

The enrollment for Fall 2015 was approximately 63,000 students. Student Health Services saw a total of 78,000 patients during 2014-2015 fiscal year. SHS Laboratory processed 23,000 lab tests both CLIA waived (in-house) and reference laboratory tests. SHS is currently interfaced with Quest Diagnostics and LabCorp and would like to interface with

Oxford Laboratories for T-Spot results. Over 70,000 prescriptions were filled at our pharmacies. Our current Pharmacy software is ProPharm (Kalos, Inc.), which must interface with our EMR.

Student Health Services is an auxiliary enterprise and therefore is expected to fund its operations. Fiscal year 2013-14: 71% of funding was received from health fee revenue, 12% from Pharmacy revenue, 16% from laboratory, radiology, insurance reimbursements and 1% grants and research. SHS is in network with 5 major insurance carriers: Aetna, AvMed, BCBS, Cigna and United Healthcare. It is essential for the EMR to have a robust, integrated, financial module with an analytical component to assist with data infrastructure, performance data, capability to secure revenue by managing rejected claims and denials, determine real time patient and insurance responsibilities, as well as support the functionality of a point of sales system.

Student Health Services employs 203 employees: 99 FTEs; 46 PTs and 58 students, which includes 24 full time and 10 part time clinicians. UCF SHS has attested to Meaningful Use Stage 1 and fully expects to complete Meaningful Use Stage 2 attestation.

Our hours of operations at SHS for Fall and Spring semesters are Monday-Friday from 8:00 am-6:00 pm (Pharmacy until 6:30 pm) and Saturdays 10:00am-2:00 pm. During intercession and summer semester the hours are 8:00 am to 5:00 pm (Pharmacy 5:30). Student Health Services at Knights Plaza is open from 9:00 am-9:00 pm Monday-Saturday (clinic hours are M-F 9:00-5:00; Pharmacy M-F 9:00-5:30 and the convenience store from M-S 9:00-9:00).

UCF SHS does not employ information technology staff, but pays an assessment fee for technical assistance through the submission of work tickets (Cherwell) to a centralized divisional UCF SDES IT department. The awarded vendor must be able to work with a centralized IT department or provide a cloud solution. It is critically important for the vendor's training program to include meetings, webinars, and training modules; along with dedicated customer service and technical support personnel. It is critical for the technology utilized in our organization to be user friendly for the occasional user as well as for the full time employees. Our clinicians must be exposed to technology which enhances patient interaction and provides minimal frustration and inefficiency. The system must provide options for those who prefer to type and those who prefer to dictate. Clinical ease of use without cumbersome toggling between pages and programs is a critical selection component. The selected software vendor is expected to provide regular industry standard updates and upgrades, bi-directional interfaces with multiple vendors in a "real time", state of readiness environment.

1.3.3 Future Developments

UCF's student population growth has increased 12.5% from 2011-2016 and is projected to increase between 3,000 – 4,000 new students per year. UCF is in the exploratory process of establishing a "UCF downtown" facility which would include a satellite health center which would serve up to 6,000 students and would need to integrate with current information technology on the main campus. **UCF expects all Respondents to take this growth into account, when responding to this ITN.**

2.0 GENERAL CONDITIONS

In order to efficiently manage its high volume, UCF SHS requires at a minimum, the following functionality of the EMR/Practice Management software:

- All core features must be currently available and not part of a future release of the respondent vendor or associated third party vendor.
- EMR/PM system must be a fully integrated single executable application designed for speed and reliability, utilizing leading technology. The underlying architecture must allow for innovative security auditing tools and is designed to incorporate HIPAA/HITECH. Respondent must be able to provide additional backup and restoration solutions for disaster contingencies.
- All interfaces must be tested and fully functional by the “go live” date. Required interfaces:
 - Quest
 - LabCorp
 - Oxford Laboratories
 - PeopleSoft
 - Viztek
 - Propharm
 - Florida Shots
 - Availity
 - HealthWave
 - Eaglesoft
- Navigation is intuitive with a comprehensive and flexible user interface which allows the user to readily access patient data, clinical information, and other resources. Processes and routine decisions are automated to the extent practical including patient appointment notification and follow ups.
- Demonstrated success with multidisciplinary environments following initial patient encounter through end of the month financial closing.
- Robust reporting tools including the ability to create custom reports to measure productivity, quality improvement, and enhance research.
- Finance-the EMR/PM system must have a comprehensive financial component with well-designed controls and tools to ensure the integrity, reliability, and accuracy of all financial transactions. The successful Respondent will view the finance component as more than an insurance billing system and recognize it as the means by which revenue cycle management is audited, monitored, maintained, and controlled.
- Security-must successfully pass risk assessment audits
 - Role based security
 - HIPAA/HITECH and FERPA tools (audit logs, data access controls, etc.)
- CCHIT and ONC-ATCB certified
- Support and Training
 - Guaranteed response time for support calls
 - Designated support team
 - Regular and timely upgrades in response to customer input and industry changes.
 - On-site support for staff training and system implementation. Staff training must be designed to meet the needs of various classifications of staff. Classes need to address medical support, clinical, information technology support, finance, billing

and insurance.

- Installation timeline-Respondents should provide a deliverable timeline and identify resources dedicated to the successful implementation of its EMR/PM software. Deliverables will include interfaces, data conversion, installation, testing and user training.
- Data conversion-SHS expects stored data in its current EMR/PM system to be converted, stored, and accessible in the Respondent's EMR/PM.
- Patient Portal-Web based patient portal is a requirement to perform functions such as accessibility to lab results, secure messages, and the ability to schedule and cancel appointments.

2.1. Authorized UCF Representative/Public Notices/UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process must be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing in the form of an addendum. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

**Nellie Nido, Associate Director
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
Nellie.nido@ucf.edu
407-823-5346
FAX 407-823-5551**

Advance notice of public meetings regarding this ITN, if UCF determines in its sole discretion whether any such meeting will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway and on the Purchasing Website. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor answers questions is exempt from s.286.011 and s.24 (b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer is not in UCF's best interest.

2.2. Approximate Calendar of Events

Listed below are the dates and times by which stated actions must be taken or completed. If UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

Date	Action
January 19, 2016	Request for Proposal advertised
January 19, 2016	Request for Proposal released
February 1, 2016 2:30 pm	Non-mandatory pre-proposal meeting, Purchasing Department Conference Room
February 8, 2016 5:00 pm	Last day to submit communications and/or inquiries in writing only; preferably by email to the individual listed in Section 2.1.
February 22, 2016	Responses to inquiries and Addenda, if any, mailed to Respondents
March 7, 2016	Deadline for Offer submission @ 2:00pm (ITN opening)

2.3. Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent also is to provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2, entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.
- B. Any Respondent disagreeing with any terms and conditions set forth in this ITN is to indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all **PRIOR TO** the deadline stated in Section 2.2 "Calendar of Events." UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- C. Failure to submit Appendix II and clearly indicating which terms and conditions the

Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. “Calendar of Events,” may be grounds for rejection of that offer, at UCF’s sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF’s sole discretion to exercise its right to reject the tentative awardee’s offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.

- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 no later than **February 8, 2016 at 5:00 p.m.** Eastern Time as set forth in the Calendar of Events, Section 2.2. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to, or any responses received from any other department, person, agent, or representative of the university will be not be considered valid or binding.

2.4 Respondents’ Conference and Site Visit

A non-mandatory pre-proposal conference will be held **February 1, 2016** at 2:30 pm in the Purchasing Department conference room located at 12479 Research Parkway, Bldg. 600, Orlando, Florida 32826. The purpose of this conference is to clarify any ambiguities and or questions on the requirements of the ITN. UCF’s official answers to any questions submitted in writing as a result of the meeting will be in the form of an addendum to the ITN.

2.5. Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be mailed to all Respondents. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Respondent, dated and returned with the proposal.

2.6. Offer/Proposal Opening Date

Proposals will be received and opened on **March 7, 2016 at 2:00 p.m. EST** via UCF’s Bonfire Web Portal. For additional information, please refer to Appendix VII: Submissions Instructions for Suppliers. Respondent’s response to this ITN shall be prepared in accordance with Section

3.0, "Required Offer Format". Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time.

2.7 Section Not Used

2.8 Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s), with the advice and consent of the Purchasing Director, determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with vendors after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the offeror(s) whose proposal(s) may represent the best interest of the university. The following is a short overview of some of the decision makers' responsibilities during the solicitation and award process:
1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;
 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 3. Ensure consistency among the solicitation requirements, notices to respondents, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Consider the recommendations of the evaluation committee in determining which offeror(s) to enter into negotiations or award outright without negotiations; and
 6. Select the negotiation team if award is not made outright. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those offeror(s) determined by the decision maker to have submitted a proposal that may be beneficial to the university.
- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the

other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A. – Evaluation of Responses

Evaluation Criteria	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF RESPONDENT WITH TECHNOLOGY AND ELECTRONIC MEDICAL RECORDS/PRACTICE MANAGEMENT SYSTEMS	30
2. PROJECT STAFF QUALIFICATIONS/EXPERIENCE AS IT PERTAINS TO THE SERVICE BEING EVALUATED	15
3. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY AND MEET THE NEEDS OF THE SCOPE OF PROJECT, PREFERANCES, AND REQUIREMENTS (INCLUSIVE OF CONVERSION, INSTALLATION, IMPLEMENTATION, TRAINING, ETC.)	40
4. OVERALL PRICING	15
Evaluation of Responses Point Total	100

Each evaluation committee member must independently score, in writing, each offer on the form depicted in **APPENDIX I**. Each evaluation committee member is to enter comments, if any, regarding the offer and then sign the completed score forms and deliver them, in a sealed envelope, to **Ms. Myrnellie Nido, Purchasing Department**, who will forward copies to the **Decision Maker**, or his/her designee.

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and committee members' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, The **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the Respondent(s) whose proposal(s) may be beneficial to the university or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist the **Decision Maker's** review prior to his/her decision-making in this process. UCF is not obligated to make an award under or as a result of this ITN or to award

such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

The top Respondents will be required to provide an onsite scripted demonstration of their system, demonstrating how their system meets the ITN criteria during the **week of March 21-25, 2016. The demonstration should be comprehensive, prepare for one day in length visit, meeting with various departments and for a 1 to 1.5 hours Q&A session.**

2.9. Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Purchasing Department receives the decision maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties in the Purchasing Department and the Purchasing Website and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
 - 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the 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; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10 Offer Validity Period

Any submitted offer, shall in its entirety, remain a valid proposal for 120 days after the offer submission date.

2.11 Disposition of Offers; Florida Public Records Law Compliance

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will only be exempted from the “open records” disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as “confidential”, “proprietary”, or “trade secret” by a vendor does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the vendor of those same records as “confidential”, “proprietary”, or “trade secret.” The ultimate determination of whether a vendor’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

2.12. Economy of Presentation

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is mandatory that Respondents follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Respondent in responding to this ITN including, without limitation, costs for oral presentations requested by UCF, if any.

2.13 Restricted Discussions/Submissions

From the date of issuance of the ITN until UCF takes final agency action, the Respondent must not discuss the offer or any part thereof with any employee, agent, or representative of UCF except as expressly requested by UCF in writing. Violation of this restriction will result in REJECTION of the Respondent’s offer.

2.14. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1 of this ITN that have been approved in writing by UCF’s President or the President’s designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, i.e., not later than **2:00 p.m. on 7 MARCH 2016**, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15. State Licensing Requirements

To the extent applicable, Respondent shall have all appropriate licenses to conduct business in the State of Florida and Orange County at or prior to award of a contract resulting from this competitive solicitation; Respondent is to provide proof of such to UCF as a condition of award of a contract. If Respondent contemplates the use of subcontractors, the Respondent is responsible for ensuring that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. For additional information, the Respondent should contact the Florida Secretary of State's Office.

2.16. Parking

Respondent/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Respondent/Vendor. Respondent's/Vendor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Respondent/Vendor or Respondent's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

2.17. Definitions

Addendum – Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

And/Or – The word “and” shall also mean “or”, and the word “or” shall also mean “and” whenever the contents or purpose so require.

Contract/Agreement - The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this ITN and the Vendor's offer.

Invitation to Negotiate - A written solicitation, for goods or services, where factors other than price are to be considered in the award determination. These factors may include such items as vendor experience, project plan, design features of the product(s) offered, etc. ITN is used when the specifications cannot be identified; the end result is explained but we want qualified companies to offer their solutions for consideration.

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

Minor Irregularities – Irregularities that have no adverse effect on UCF’s interest will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions.

Project Manager - After contract award a liaison from the user department will oversee the Contractor’s performance and report as needed to the contract administrator. The Project Manager is [Sheryl Gamble](#).

Proposal – An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

Purchase Order/Contract – The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Purchasing and which incorporates the requirements and conditions listed in the ITN.

Renewal- Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the university.

Respondent/Offerer/Vendor/Contractor - Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

Response – The entirety of the Respondent’s submitted bid response to the ITN, including any and all supplemental information submitted.

Responsible Respondent – Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Respondent – Respondent who has submitted an offer that conforms in all material respects to the solicitation.

Sole Point of Contact - The Purchasing Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Payee”, “Offerer”, and “Vendor”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term “contractor” shall be deemed to refer to them. Unless awarded, the Contract as a direct Respondent, dealers and resellers are not parties to the Contract, and therefore, the Respondent that certifies them shall be responsible for their actions and omissions.

UCF'S Contract Administrator - The University' designated liaison with the Respondent. In this matter UCF's Contract Administrator will be **Nellie Nido, Associate Director Purchasing**.

University – University of Central Florida

2.18 Procurement Rules

- A. UCF has established for purposes of this ITN that the words “shall”, “must”, or “will” are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- B. The words “should” or “may” are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of an offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF's sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF's sole discretion.
- C. The Respondent must comply with the instructions cited in Section 3.2. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to submit Appendix II with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF's sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent's errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF's sole discretion.

2.19 Force Majeure

No default, delay or failure to perform on the part of UCF or the Respondent shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF's or the Respondent's reasonable control, any date or times by which UCF or the Respondent is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF or the Respondent.

2.20 Limitation of Remedies, Indemnification, and Insurance

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any offer by Respondent to limit the Respondent's liabilities to the State or to limit the State's remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.
- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its' employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this ITN and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
- C. Respondent(s)/Vendor(s)/Payee(s)/Offerer(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Respondent(s)/Vendor(s)/Payee(s)/Offerer(s), its employees, its agents or of others under Respondent's/Vendor's/Payee's/Offerer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent/Vendor/Payee/Offerer also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

For all purchases of \$10,000 or below, Respondent/Vendor/Payee/Offerer will have and maintain types and amounts of insurance that at a minimum cover the Respondent's/Vendor's/Payee's/Offerer's (or subcontractor's) exposure in performing a contract resulting from this ITN. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Respondent/Vendor/Payee/Offerer will have and maintain general liability insurance of one (1) million dollars and Respondent/Vendor/Payee/Offerer shall send a copy of his/her insurance certificate (prior to commencement of his/her performance or delivery hereunder) to the following address by email, fax or mail:

E-mail: ehs@ucf.edu
Fax: 407-823-0146
Mail: University of Central Florida
PO Box 163500
Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Respondent/Vendor/Payee/Offerer in writing in those particular circumstances. Unless UCF notifies a Respondent/Vendor/Payee/Offerer in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Respondent/Vendor/Payee/Offerer. The University and its Board of Trustees shall be listed as additional insured on any certificate issued and the Certificate Holder is to read the following:

University of Central Florida
Board of Trustees
4000 Central Florida Blvd.
Orlando FL 32816

- D. **WORKER'S COMPENSATION:** During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Florida Statutes Chapter 440, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.21 Term of Contract

The contract resulting from this ITN, will be for a 3 year period beginning, **August 1, 2016** and shall end on **July 31, 2019**. The subsequent contract will have three (3) one (1) year options to renew that shall automatically renew at the expiration pending mutual consent.

2.22 Termination of Contract

UCF may terminate a contract resulting from this ITN without cause on ninety (90) days' advanced written notice to the Payee. The parties to a resultant contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate a resultant contract immediately for breach by the other that remains substantially uncured after ninety (90) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods delivered and accepted from the date of commencement until the effective date of termination.

2.23 Assignment and Amendment of Contract

Neither the contract resulting from this ITN, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of UCF. Any contract resulting from this ITN may be amended only in writing signed by the Respondent and UCF with the same degree of formality evidenced in the contract resulting from this ITN.

2.24. Independent Parties

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Respondent shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

2.25 Performance Investigations

As part of its evaluation process, UCF may make investigations to determine the ability of the Respondent to perform under this ITN. UCF reserves the right to REJECT any proposal if the Respondent fails to satisfy UCF that it is properly qualified to carry out the obligations under this ITN.

2.26 Records

The Respondent/Vendor/Payee/Offerer agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Payee.

2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Vendor/Payee/Offerer to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent/Vendor/Payee/Offerer in conjunction with a resultant contract.

2.28 Public Records, Service Contracts, Compliance Of Section 119.0701, FS

To the extent that Payee meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Payee must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

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

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

2.29 Severability

If any provision of the contract resulting from this ITN, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.30 Notices

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, hand delivered, or sent by email (receipt acknowledged), registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this ITN.

2.31 Governing Law and Venue

This ITN and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Respondent hereby agree that this ITN and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

2.32 Liaison

UCF's liaison with the successful Respondent, if any, shall be **Sheryl Gamble**.

2.33 Subcontracts

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent's response to this ITN. No subcontract(s), which the Respondent enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

2.34 Employment of UCF Personnel

The Respondent shall not, without UCF's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this ITN and any resulting contract, any individuals who are or have been UCF employees at any time during such period, except for UCF's regularly retired employees, or any adversely affected State employees.

2.35 Conflicts of Interest

Acceptance of a contract resulting from this ITN shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of a contract resulting from this ITN.

2.36 Equal Opportunity Statement

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Respondent commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.

- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX IV**.
- D. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

2.37 Waiver of Rights and Breaches

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this ITN, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but each and every term of such a contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

2.38 Headings Not Controlling

Headings used in any contract resulting from this ITN are for reference purposes only and shall not be considered to be a substantive part of such contract.

2.39 Employee Involvement/Covenant against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has

been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.40 Employment of Aliens

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this ITN by the University.

2.41 Site Rules and Regulations

Respondent shall use its best efforts to assure that its employees and agents, while on UCF's premises, shall comply with the State's and UCF's site rules and regulations, if any.

2.42 Travel Expense

Respondent shall not under this ITN or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Respondent may be authorized to incur travel expenses payable by UCF to the extent and means provided by Section 112.061, Florida Statutes and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.

2.43 Annual Appropriations

The University's performance and obligations under a contract resulting from this ITN are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

2.44 Taxes

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Respondent shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this ITN.

2.45 Contractual Precedence

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by University's duly authorized signatory constitutes the entire and exclusive

agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF's Invitation To Negotiate ("ITN") including all the University's ITN specifications, and the Payee's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- A. The Agreement/Contract;
- B. University's ITN and ITN specifications;
- C. Respondent's ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

2.46 Use of Contract by Other Governmental Agencies

At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award.

2.47 Public Entity Crimes

A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.48 Work for Hire

Any work specifically created for the University under a contract resulting from this ITN by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's

approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's contracts or representations and warranties herein.

2.49 Export Control

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract resulting from this ITN. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this ITN will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of such a contract.

If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such

information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract resulting from this ITN. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property. Such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

2.50 Nonnegotiable Conditions and Requirements

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with ****non-negotiable****. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix II with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF's sole discretion.

2.51 Additional Quantities

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same commodities/services solicited under this ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities, if any, are unknown.

2.52 Family Educational Rights and Privacy Act

Licensor acknowledges that Licensee has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA"), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

- A. Confidential information about Licensee's students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- B. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- C. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;

- D. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);
- E. Even in circumstances that might justify an exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- F. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this agreement.

3.0 REQUIRED OFFER FORMAT

3.1. Introduction

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

To facilitate analysis of its offer, the Respondent is to prepare its offer in accordance with the instructions outlined in this section. If Respondent's offer deviates from these instructions, such offer may, at UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and also number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended, which would contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent's response to this ITN must be sent to UCF's Authorized Representative at the address listed in Section 2.1 above.

3.2. Respondent/Offerer Submittal Sections

The Respondent should organize its offer into the following major sections:

3.2.1 Experience and Qualifications

- A. Provide a general statement of experience, which is to include a verifiable statement and description of the Respondent's experience in providing Electronic Medical Records/Practice Management System Hardware / Software similar in scope to those requested in Section 1.1 of this ITN.
- B. Provide a list of current or recent (within 5 years) similar-type client accounts (esp. universities/colleges), which are located in the United States. Client account information shall include contact name, address, phone number, length of service, and dollar volume of

each account. In addition, provide a minimum of five (5) current references from the greater United States, other institutions/organization of comparable size and type of operation to UCF, to include the complete institutional name, address, telephone number, and contact person. The statement must also list all client accounts lost through early termination or non-renewal over the past five (5) years, including contact name and phone number, length of service at each account, and reason for loss. Finally, the statement must list accounts acquired over the past five (5) years. Include contact name and phone number, and date account was acquired.

- C. Describe their company's vision and direction for future development, enhancements and technological advances.
- D. Disclose if their company is involved in any public discussions or negotiations to be acquired by another firm. If involved in said discussions or negotiations, then please describe the status. If actively engaged in being acquired, please describe the targeted timeframes related to the acquisition.
- E. How long has the EMR/PM system and version you are proposing been released (years / months)?
- F. How many customers do you have using the EMR/PM solution proposed in your response?
- G. Attach a product brochure for each EMR/PM product or service being proposed.
- H. Attach an industry article or report from an impartial, professional organization on your proposed version.
- I. Provide a chart of the company's organization, a description of corporate structure, and chain of ownership of company to ultimate parent corporation, and all subsidiaries.
- J. Submit with proposal, a listing of any current or pending litigation in which your company is involved. Include detailed descriptions of roles in litigation, and potential adverse impacts of any such litigation.

3.2.2 Project Staff Qualifications/Experience

- A. List the total number of employees who will be assigned to the UCF account.
- B. List the job titles and experience of individual(s) who will be assigned to the UCF account.
- C. Include resume(s)-CVs or resume of key staff should detail experience in projects of similar size and scope with emphasis on projects involving colleges and/or universities.

- D. List certifications of key staff who will be assigned to the UCF account.
- E. Identify the skill sets your staff is capable of providing.
- F. List up to five similar projects on which the company and proposed individuals have worked.
- G. Clearly indicate if subcontractors or sub-consultants will be used for training/consulting or cloud services. Describe planned use of subcontractors. This will include, but not be limited to, any person implementing/training/consulting/deploying the EMR/PM product or services.

3.2.3 Overall Responsiveness To Satisfy and Meet the Needs of the Scope of the Project. (Inclusive of conversion, installation, implementation, and training)

- A. Demonstrate an understanding of the scope of the product and services the university requires under this contract.
- B. Provide tentative dates (timeline) for conversion, installation, implementation and training.
- C. Complete and submit the answers to all questions and checklists in Section 4.0
- D. Demonstrate compliance with and adherence to UCF's "secure handling of UCF data" policy. Proposer must complete questionnaire associated with this policy.

3.2.4 Overall Pricing

- A. The Respondents should recognize that it is difficult to determine exact requirements until all the costs have been understood, and should therefore prepare their proposals in such a manner that the cost implications of choosing optional products/services or levels of service over and above a base service set are clear and easy to understand.
- B. Provide complete itemized and incremental pricing on any and all systems recommended. Include any and all State, non-profit educational, or other discounts which may be available to this potential transaction. Include any payment options, deposits, cancellation fees, or other possible fees and address available discounts and qualifications.
- C. A complete cost breakdown is required if a system being proposed can be purchased on a component basis. Labor costs and associated expenditures are to be clearly identified.
- D. All costs must be included with proposal. These costs may include (but not limited to) freight, transportation, insurance, training, annual maintenance, documentation, data conversion, testing, cleanup, and any other costs required to provide conversion, installation and operational support for delivery of a fully operational system. Any modifications to the proposed system required to meet any UCF SHS requirements must be clearly stated.
- E. Applications updates, patches, revisions, and upgrades must be included at NO COST on a yearly or bi-yearly basis at a minimum, as long as software support services are purchased from the vendor. **These items must be included for the first 120 days of system use**

AFTER “go live” at no additional charges. After that period, the Support and/or Maintenance fees must include the cost of updates, patches, revisions, and upgrades.

- F. No charges will be billed to UCF SHS unless such costs are included in the proposal.
- G. Any features and/or functions being considered for future implementation must be detailed with estimated costs separately.
- H. Respondent must be careful in detailing the breakdown of their pricing structure to identify either as per workstation, per user, per platform, etc.

3.2.4.1 Pricing Schedule

Include the following in your pricing schedule:

- A. Software Package (broken down by modules, if applicable) \$ _____
- B. Software Maintenance (include start date and associated costs for years 2-5) \$ _____
- C. Hardware Maintenance (if applicable; include all components to be covered) \$ _____
- D. Upgrades / revisions (if applicable) \$ _____
- E. Training (over and above bundled with system; designate on/offsite) \$ _____
- F. Source code (broken down by module, if applicable) \$ _____
- G. File / Data Conversion (all costs for data conversion) \$ _____
- H. Installation and Table Build \$ _____
- I. Technical Support (break out costs by positions and application, if not included in base price) \$ _____
- J. Customization (hourly or daily rates for programming services subsequent to implementation and acceptance) \$ _____
- K. Media / Documentation \$ _____
- L. License (indicate whether license is based on number of users, hardware, platform, or number of servers). \$ _____
- M. Additional Costs (detail) \$ _____
- N. Interface Development \$ _____

3.2.5 Sample Contract

A sample copy of UCF's standard contractual agreement, which is the instrument used to bind the parties can be viewed at <http://www.purchasing.ucf.edu/>. Any concerns with the provisions and clauses of the offered agreement are to be addressed during the question and answer period sited in Section 2.2.

Neither the Successful Respondent, nor its parent company, it's wholly or partially owned subsidiaries, or its company agents and consultants, may compete for services related to the findings of this assessment.

4.0 Specifications / Scope of Work

UCF Student Health Center, is an ambulatory health care clinic with same day and scheduled appointments. We have several specialty clinics with varying schedules, seeing approximately 250-300 patients per day. With the purchase and integration of the new EMR/PMS, we must accomplish the following:

- a. Create provider schedules
- b. Create patient appointment schedules
- c. Create and maintain electronic medical records
- d. Maintain and process real-time financial billing information for services rendered and Prescriptions filled.
- e. Interface and Integrate with Pharmacy (Propharm), Three reference laboratories (Quest, LabCorp and Oxford), POS, IVR (VoiceTech), Dental (Eaglesoft), Phone Tree (HealthWave), Radiology (Viztek), Dragon, EKG and Ultrasound Machines.
- f. Integrate scanned medical information files
- g. Integrate PACS / Digital X-Ray system image files into EMR
- h. Post charges in real-time mode
- i. Meaningful Use Stage 1 &2 Certification
- j. Provide Patient Portal

4.1 System Overview / General Requirements

- A. A Microsoft Windows based, integrated real-time Practice Management and Electronic Medical Record system. CMS Meaningful Use certified.
- B. The EMR/PMS server base integrates a production server environment along with a test /training/query system server.
- C. Access to all parts of the Electronic Medical Record (EMR) from every workstation

location based on operator roles, rights, and security restrictions.

- D. Enable patient data to be archived after a user defined inactivity period AND the reactivation of patient accounts with all associated data files from archive.
- E. Multiple user access of records in read-only mode without lockout. During write operations, only the specifically affected file will be locked.
- F. Enable selected “retired” providers to be archived from active reporting and daily schedule master templates, and be reactivated as required without duplication.
- G. Four key patient identifiers used on all interface screens (University ID, SSN, system medical account number, and birthday) but common to all records. System must require a specific high-level authorization to create any account duplicating any of the 4-key identifiers.
- H. System must fully support and provide a real-time billing process through all support functions (Laboratory, Pharmacy, POS, Radiology, Dental, etc. as described in previous section) that will immediately post charges as orders are placed.
- I. System must fully support and provide a full bidirectional interface with existing University systems (Peoplesoft – HR, Finance/Student Accounts, Outlook, etc.).
- J. System must fully interface with existing practice specialty applications (Pharmacy / Propharm, IVR, Point of Sale, PhoneTree, X-Ray, Dental) and future needs (CR / PACS, Supply Inventory System, Imaging Server, etc.).
- K. System must enable a fully paperless functionality, with the export of all EMR based records and images to hard copy on demand. System must also export records and images in portable electronic format for patient and /or outside referral usage, to include integration, storage, tracking, and re-indexing of all images (including color images) and documents within EMR.
- L. System must import existing paper based records and electronically stored images (i.e. Patient Identification) into new system EMR format.
- M. System must link with a variety of digital and analog dictation systems (Dragon software currently in use) in support of provider direct voice entry and system recognition.
- N. System compatibility through the standard MS Windows interface with Supply Inventory Systems.
- O. System time AND date stamps on all data entry, changes, deletions, and user activity down to specific record access.
- P. System must provide automatic translation of codes to data (ex: ICD, CPT, NDC, HCPCS, etc). System also provides support and on-line updates and enhancements for these supported local, regional, and national codes and vocabularies.

- Q. HIPAA enabled system security base to include role-based access, automated log notification, inclusion of multi-stage security identification modes (to include biometrics), and capability for future updates based on ongoing modifications and/or changes to Federal HIPAA privacy and security regulations.
- R. System must provide for and integrate with 3rd party billing processes.
- S. System capability will provide automated insurance / other entities billing and payment processing.
- T. System must provide broad multi-task, multi-thread, multi-session access (ex: access to other functionalities such as lab orders and results during clinical charting sessions).
- U. System must provide additional patient categories for future growth and integration of services.
- V. System must provide search indexes (to include up to 4 parameters) on the following data:
1. Last Name
 2. First – Middle Name
 3. Maiden Name
 4. Birth Date
 5. Gender Preference
 6. University ID Number
 7. X-Ray Number
 8. Social Security Number
 9. Medical Record Number
 10. Phone / Cell Number
 11. Email address
 12. Guarantor
 13. RX# and/or Scrip ID
 14. Date of Service
 15. Date of Post
 16. Insurance Company Info
- W. System generates extensive error checking of all user input data including (but not limited to) ICD-10 (diagnosis vs gender, age, other as necessary); procedure checking against diagnosis, spell checking, date checking for validity to include chronological order of events, etc).
- X. System includes an integrated standard nomenclature of clinical terms / approved medical terminology with automatic on-line updates.
- Y. The system base must be sufficiently robust to provide storage and operating power to effectively and efficiently operate on our initial (date of cut-over) patient load with a 5% per year growth factor for 3 years without any need for additional hardware.
- Z. The system input routines must identify and notify user specified instances of incomplete data fields with display and hard copy export.

- aa. System enables customization of data entry and views that can be configured for functional area setup (ex: Provider view, Business Office view, X-Ray, etc).
- bb. System Design Parameters – the system must support click & go (mouse and keyboard redundancy on all functions).
- cc. The system must enable wireless integration capability for laptops, tablets and PCs.
- dd. System must provide capability to customize and create individual account numbers and corresponding medical record numbers. System must also provide for multiple field searches and a command level over-ride before duplicate accounts are established.
- ee. System must provide alerts on all under-age (17 years or less) patients in all functional areas.

4.2 Functional Requirements

Complete Appendix III Functional Requirements Response Sheet. This Appendix can be found on the Purchasing Website, <http://www.purchasing.ucf.edu/bids/index.asp> Indicate whether the system you are offering Meets, Does Not Meet, Exceeds or is Available with Modifications. A comments field is included to allow for additional information.

The scope of the requirements described in Appendix III include the following subject areas:

Requirements	
Provider Scheduling	1.0
Appointment Scheduling	2.0
Encounter Information	3.0
HIPPA Confidentiality and Security	4.0
Health Information Management	5.0
Laboratory Services	6.0
Pharmacy Services	7.0
Electronic Prescriptions	8.0
Allergy Information Integration	9.0
Provider Management and Task Notification	10.0
Staff Management and Task Notification	11.0
Radiology Services	12.0
Business Office/Billing	13.0
Daily Billing Reports	14.0
Accounts Receivable	15.0
Standard Reporting Requirements	16.0
Custom Report Generator	17.0
Custom Forms Generator	18.0
Clinical Care Documentation	19.0
Transcription Management System	20.0
Prevention	21.0

Alerts	22.0
Results	23.0
Medical Inventory Control	24.0
Cost Measuring/Quality Assurance	25.0
Disease Management/Clinical Registries	26.0
Technical	27.0
Clinical Decision Support (CDS)	28.0
Care Plan	29.0
Patient Education	30.0

NOTE: Failure to answer the response requirements may result in the removal of the proposed system from consideration.

4.3 SUPPORTING FUNCTIONALITIES

4.3.1 Maintenance, Service and Support

The Respondent must provide descriptions on and answers to the following questions regarding proposed system components. In this regard, “system” is defined as including all hardware and software required and/or recommended for their application.

- a. Describe the length, terms, and conditions of the warranty.
- b. Describe the terms and conditions of annual maintenance contracts for the proposed system, including renewal costs for the second through fifth years. Describe escalation caps on an annual basis and over the total life of the system, and if/how the escalation caps are tied to the Consumer Price Index (CPI).
- c. Describe all optional chargeable services for the system. Include pricing for such services.
- d. Describe all hot line telephone support services offered for the proposed system. Include prices for telephone support, including renewal costs. Verify the vendor provides a toll-free number for reporting, diagnosing, and resolving problems. Specify hours of operation for maintenance call availability, including time zones, and escalation path for issue resolution. Describe the response procedure for maintenance support calls, and the average response time for support.
- e. Identify whether hot line telephone support or maintenance personnel are available 24 hours a day, 7 days a week. Describe costs associated with such service.
- f. Describe average turnaround time for telephone support and/or consulting assistance. Specify if there is a guaranteed response time.
- g. Describe all consulting services offered for the system. Indicate fees associated with services, where applicable.
- h. Describe the qualifications and experience level of the representative(s) that will be assigned to work with UCF. Include resumes for these individuals.
- i. Describe all training services offered for the system. List all training materials including videotapes, on-line tutorials and other resources. Specify pricing for all training services.
- j. Describe all support services provided via Internet and/or alternative networking/bulletin board methods.
- k. Describe the available vendor support mechanisms (automated answering system, hours, on-

call for after-hours support). Detail the available help desk applications or tools the vendor uses to provide problem management.

- l. Provide preventive maintenance schedules and description of services performed.
- m. Describe schedules for providing software “fixes” or releases. Also, describe testing processes and measures taken to ensure the integrity and stability of such fixes or releases.
- n. Describe policies on source code availability and/or third party escrow arrangements (to include cost data).
- o. Describe estimated requirements for all UCF staff to support and manage the candidate system on an on-going basis.
- p. Describe the location of vendor maintenance facilities and staff.
- q. Describe the enhancement request process.
- r. UCF SHS must be supported during critical periods, defined as 7:30am – 9:00pm Monday through Saturday; during the normal semester schedule. During summer break and term vacation periods, these critical periods are 8:00am – 5:30pm Monday – Friday. Describe the optimal on-call maintenance support available during these periods.

4.3.2 Training

a. The provider must provide descriptions of their training approach, methodology and mode of delivery. Descriptions of the duration (in hours) of total training and the hours spent per module or course that will be provided to the clinical, administration, business, and computer staff users.

b. All training must be provided on site. For any electronic documentation provided, describe the nature of the documentation (system, application, and build-specific for reporting and data analysis. For all paper-based documentation (manuals and self-study guides), provide the number of sets that will be provided of any UCF specific documentation and/or training guides, user manuals, etc.

c. Include training details specifically regarding end-user, system administration, and reporting and custom-report generation.

d. For on-going staff training, hard and soft copy materials (MS Word and/or PDF files) for user, system administrator, and reporting/custom reports must be included. The vendor must provide training for new releases and enhancements; these upgrades must be accompanied by appropriate documentation. The vendor must also address training provision for purchase/implementation of additional modules if appropriate.

e. Samples of both system administrator and end-user manuals should be submitted with vendor ITN response. All copies of training documentation will be returned if the vendor proposal is not selected.

4.3.3 Implementation Strategy

The provider must describe the approach and methodology for implementation. Specifically, provide detailed descriptions regarding the following areas:

A. Approach and Methodology

Provide descriptions of their training approach, assumptions, constraints and

methodology that will be used to implement the system.

B. Schedule of deliverables

Outline the effort and work breakdown with typical durations of the tasks and delivery timeframes for those tasks. Outline key durations for each activity.

C. Resource Management

Describe how many dedicated and non-dedicated application consultants will be available during implementation, their costing structure, etc.

D. Acceptance Testing Criteria

Describe the measures the Respondent will take in ensuring the deliverables and work products during implementation, and how they will meet defined project objectives.

Describe the planning approach, build process, test planning methodology, and quality assurance (verification and validation) for successful implementation of the project.

The scope of work needs to specifically address the interfaces to the Pharmacy, Lab, Radiology, Dental, Point of Sale, PhoneTree, PeopleSoft, Eaglesoft, Florida Shots, and IVR systems. Describe the methods and process that will be used to ensure the system and the intended users are deemed “fit” to execute the system cut over to the production mode.

E. Post Implementation Support

Describe the support model after “go live” to the production system. Describe how the system and users will be supported for the essential first 90-day period from cut over.

4.3.4 Installation and Testing

A. Plan for Installation and Testing

A detailed project plan of all tasks, responsible individuals and completion times must be included with vendor proposals. The vendor will be required to commit to the detailed project plan with actual dates as a part of the signed contract. This detailed project plan will include major implementation milestones to be mutually agreed on by both parties. The plan must also include the methodology for full installation and testing of the new system while the current system is still in production mode conducting daily business as usual.

A. Installation

1. The vendor will deal specifically with the Project Manager and Co-Manager as points of contact through the install process.
2. The vendor must make installation arrangements that are satisfactory with the Project Manager and Co-Manager. The Vendor will be responsible for all project management throughout the entire life cycle of the project.
3. The vendor will provide the initial ICD-10 and CPT code database. The database will be scrubbed and updated by SHS staff, and the final updated version will be in place prior to the new system go live date. SHS end users must be able to alter and further customize this database after installation.
4. The Vendor must submit a complete detailed outline of any required hardware specifications and Operating System for system performance optimization.
5. Upon contract award, the chosen vendor must provide a complete description of installation requirements to the UCF SHS Project Manager. Specifically included will be needs for staff, space, furniture, electricity, network connectivity, supplies, communications, supplies, etc.

6. The chosen vendor must provide a plan for the initial download of patient demographic information, and data conversion for financials and history from the existing PyraMed system.
7. The chosen vendor is expected to have a viable upload application that will accept various forms of ASCII tab / comma / space delimited text files and a Web service with basic authentication over HTTPS. These files will contain student demographic information from the UCF PeopleSoft system.

B. Testing

1. The chosen vendor must provide performance and functionality testing of the installed Practice Management System software in its entirety.
2. The chosen vendor must provide on-site staff presence during the testing process.

C. Go Live

1. The chosen vendor must provide a detailed and clear picture of a typical “go live” progression.
2. All applicable programs / modules / interfaces / forms / functionalities must be fully operational and demonstrated at the time of installation. We fully expect and will demand a 100% fully enabled system launch at the go-live date from the chosen vendor.

D. Upgrades

1. The chosen vendor must provide for systems software upgrades and/or enhancements. The delivered upgrades and/or enhancements must be fully tested and bug free.
2. Software upgrades and enhancements must be part of the routine vendor provided services covered by their maintenance program.
3. All upgrades must be installed and completed after SHS business hours or off SHS normal work hours.

E. Documentation

1. Both hard copy (manuals) and soft copy (MS Word Docs and/or PDF files) of both User and Administration level manuals must be provided. Any module based functionalities manuals are expected in the same format.
2. The chosen provider is required to indicate the number of copies and types of documentation provided with the candidate system. A sample of both system administrator and end-user documentation shall be included in their ITN response. Also, training documentation supporting the standard and custom report generator and forms generator must be included. All copies will be returned at the completion of the evaluation period if the proposal is not selected.

4.3.5 Disaster Recovery / Continuity of Business Operations

A. The vendor must provide a recommended plan for disaster recovery should the hardware and/or software become corrupt, damaged, or unavailable. Must be willing to meet at a minimum the Student Health Services COOP plan.

APPENDIX I

EVALUATION SCORE SHEET

NAME OF PROPOSING COMPANY _____

INSTRUCTIONS TO SYSTEM EVALUATION COMMITTEE MEMBER:

1. Evaluate each offer on a separate form.
2. Work independently and do not discuss the Offer or your evaluation with anyone.
3. When the forms are completed, sign and date the forms and deliver them in a **sealed envelope** to **Myrnellie Nido, Associate Director of Purchasing**.

Evaluation Criteria	Max Points	Score
1. EXPERIENCE AND QUALIFICATIONS OF RESPONDENT WITH TECHNOLOGY AND ELECTRONIC MEDICAL RECORDS/PRACTICE MANAGEMENT SYSTEMS	30	
2. PROJECT STAFF QUALIFICATIONS/EXPERIENCE AS IT PERTAINS TO THE SERVICE BEING EVALUATED	15	
3. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY AND MEET THE NEEDS OF THE SCOPE OF PROJECT, PREFERANCES, AND REQUIREMENTS (INCLUSIVE OF CONVERSION, INSTALLATION, IMPLEMENTATION, TRAINING, ETC.)	40	
4. OVERALL PRICING	15	
Evaluation of Responses Point Total	100	

**APPENDIX II
SUPPLEMENTAL OFFER SHEET
TERMS AND CONDITIONS**

The sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any term or condition of this ITN are to resolve the difference prior to the deadline for inquiries, as noted in this ITN. A Respondent's disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.1 **Non-negotiable**	_____	_____	_____
2.2 **Non-negotiable**	_____	_____	_____
2.3 **Non-negotiable**	_____	_____	_____
2.4	_____	_____	_____
2.5 **Non-negotiable**	_____	_____	_____
2.6 **Non-negotiable**	_____	_____	_____
2.7 Section Not Used			
2.8 **Non-negotiable**	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11 **Non-negotiable**	_____	_____	_____
2.12	_____	_____	_____
2.13 **Non-negotiable**	_____	_____	_____
2.14 **Non-negotiable**	_____	_____	_____
2.15	_____	_____	_____

2.16	_____	_____	_____
2.17	_____	_____	_____
2.18 **Non-negotiable**	_____	_____	_____
2.19	_____	_____	_____
2.20 **Non-negotiable**	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27 **Non-negotiable**	_____	_____	_____
2.28 **Non-negotiable**	_____	_____	_____
2.29	_____	_____	_____
2.30 **Non-negotiable**	_____	_____	_____
2.31 **Non-negotiable**	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35 **Non-negotiable**	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____
2.39 **Non-negotiable**	_____	_____	_____
2.40	_____	_____	_____

2.41	_____	_____	_____
2.42**Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44**Non-negotiable**	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47**Non-negotiable**	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
2.51	_____	_____	_____
2.52 **Non-negotiable**	_____	_____	_____
3.0	_____	_____	_____
3.1.	_____	_____	_____
3.2.	_____	_____	_____
3.2.1.	_____	_____	_____
3.2.2.	_____	_____	_____
3.2.3.	_____	_____	_____
3.2.4.	_____	_____	_____
3.2.4.1	_____	_____	_____
3.2.5	_____	_____	_____
4.0	_____	_____	_____
4.1	_____	_____	_____
4.2	System Specifications on separate response sheet.		

4.3	_____	_____	_____
4.3.1	_____	_____	_____
4.3.2	_____	_____	_____
4.3.3	_____	_____	_____
4.3.4	_____	_____	_____
4.3.5	_____	_____	_____

RESPONDENT COMPANY NAME_____

AUTHORIZED SIGNATURE_____

NAME AND TITLE_____

DATE_____

APPENDIX III Score Sheet Supplement

Vendor Response to System Specifications

Complete Appendix III Functional Requirements Response Sheet. This Appendix can be found on the Purchasing Website, <http://www.purchasing.ucf.edu/bids/index.asp> Indicate whether the system you are offering Meets, Does Not Meet, Exceeds or is Available with Modifications. A comments field is included to allow for additional information.

(General responses such as “can be found in sales brochure” are unacceptable).

Do not retype or alter in any way. The entire ITN will become part of the final Agreement between the Respondent and the University.

Respondents must provide in their response detailed descriptions of all specific system requirements outlined in the ITN. The information must be presented in a fashion that can be easily understood.

APPENDIX IV

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contractor for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

RESPONDENT COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____ **DATE** _____

APPENDIX V

**COMPLIANCE AND
CERTIFICATION OF GOOD STANDINGS**

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting an offer under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX VI

SECURE HANDLING OF UCF DATA

Secure protection and handling of data by vendors and third parties

1. Network Security. Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Vendor agrees to maintain network security that conforms to one of the following:
 - a. Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
 - b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at: <http://web.nvd.nist.gov/view/ncp/repository>
 - c. Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Vendor then applies to its own network.
 2. Data Security. Vendor agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.
 3. Data Transmission. Vendor agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.
 4. Data Storage. Vendor agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Vendor's designated backup and recovery processes.
 5. Data Encryption. Vendor agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.
 6. Data Re-Use. Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor.
- Vendor further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.
7. End of Agreement Data Handling. Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.

8. Data Breach. Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Vendor's security obligations or other event requiring notification under applicable law ("Notification Event"), Vendor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend UCF and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Related Documents:

- Third-Party Outsourcing (Cloud Computing) of University Data
- UCF Third Party Assurance Questionnaire
- 4-008 Data Classification and Protection

9. **FERPA** If Vendor is provided access to any student personally identifiable information (as defined under FERPA), Vendor acknowledges that it will comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act ("FERPA"), for the handling of such information, to the extent such regulations apply to Vendor. Vendor will not disclose or use any student information except to the extent necessary to carry out its obligations under its agreement with UCF and as permitted by FERPA.

APPENDIX VII
SUBMISSION INSTRUCTIONS FOR SUPPLIERS

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Proposal	File Type: PDF (.pdf)	Multiple	Required
Appendix III - Requirements Response Sheet	File Type: Excel (.xls, .xlsx)	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://ucfpurchasing.bonfirehub.com/opportunities/1156>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Mar 07, 2016 2:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information is instantly sealed and will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Need Help?

University of Central Florida - Purchasing uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Third Party Data Security Assurance Questionnaire (SAQ)

Restricted Information (RI) When Filled In

Instructions for the Third Party Vendor/Organization:

Please respond to each question with a Yes, No, or N/A in the response box. If responding with a No or N/A, please provide additional information in the comments field.

#	Item	Response (Y/N/NA)	Comments	Feedback/Review (ISO use)
Policies and Procedures				
A1	Is a senior official or officer within the organization directly responsible for the oversight and implementation of the security policies?			
A2	Does the organization employ procedures to ensure compliance with privacy laws and regulation requirements related to maintaining security, confidentiality, and protection of third party personal information? (e.g., Information pertaining to customers' employees, customers and/or producers)			
A3	Can the organization submit documents proving it maintains liability insurance and preferably cyber risk insurance?			
A4	Does the organization publish and enforce security policy document(s)?			
A5	Does the organization communicate these procedures to subcontractors who may have access to customer data?			
A6	Does the organization monitor these procedures? <i>If yes, please explain in the comments field.</i>			
A7	Does the organization update standards, policies, and procedures frequently?			
Does the organization have staff assigned to the following:				
A8	Security Awareness?			
A9	Policy Enforcement?			
A10	Risk Evaluation?			
A11	Risk Mitigation?			
A12	Regulatory Compliance?			

Does the organization have standards, policies, and procedures covering the following:			
A13	HR practices?		
A14	Authorized/acceptable use of networked services?		
A15	Use of corporate email, intranet, and internet?		
A16	Password management?		
A17	Software/hardware acquisition?		
A18	Change management?		
A19	Encryption policy and standards?		
A20	Security related incidence response handling?		
A21	Data Handling Policy (to include data use, storage, and destruction of sensitive data)?		
A22	Third party access & remote access?		
A23	Is all security management functionality performed within the organization? <i>If No, meaning the organization outsources some or all of its security functionality, please explain in the comments field.</i>		
A24	Does the organization clearly document the consequences of policy non-compliance?		
A25	Does the organization perform background checks on employees?		
Disaster Recovery and Business Continuity			
B1	Does the organization have a Disaster Recovery and/or Business Continuity Plan?		
B2	Does the organization test its recovery plans? <i>If yes, please respond how often in the comments field.</i>		
B3	When was the last time the organization conducted a test? <i>Please respond in comments field.</i>		
B4	What type of testing does the organization conduct? (e.g., Paper walkthrough, simulation drills) <i>Please respond in comments field.</i>		
B5	Does the organization test the recovery procedures for efficacy?		
B6	Does the organization document and practice manual backup/restore procedures in case of automatic backup failures?		
B7	Is the organization willing to permit UCF to participate in the recovery process to ensure we can establish connectivity and access systems at the recovery site?		

B8	How long does the organization estimate it will take to restore product or services should a serious business interruption occur? (e.g., Interruption that lasts more than one business day) <i>Please respond in comments field.</i>			
B9	Can the organization meet recovery time objective(s) (RTO) and recovery point objective(s) (RPO) for all products and services contracted with UCF?			
B10	Did the organization base the above estimate on previous test results of the recovery plans? <i>If no, please explain in the comments field.</i>			
B11	Does the organization have pre-arranged recovery locations? <i>If yes, please list in the comments field.</i>			
B12	Are the organization's physical servers that will provide the services for UCF under a current support/warranty plan?			
Physical Infrastructure Security				
C1	Does the organization own their own data center?			
C2	Where are the data center(s) located?			
Does the organization employ the following physical security /perimeter control(s) in the data center?				
C3	Security Guards or Gate Keeper?			
C4	Operation Staff on premises 24/7?			
C5	Keys/Tokens/Cards?			
C6	Key Pad Controls?			
C7	Man Trap?			
C8	Biometric Controls?			
C9	Entry/Security alarm connected to the door that is capable of calling or notifying the proper personnel?			
C10	Motion triggered security cameras that record for at least fifteen days?			
C11	Employee identification cards or badges?			
C12	Locked storage areas to store user personal information?			
C13	Visitor identification cards or badges?			
C14	Does the organization monitor/log all access to data center?			
C15	Does the organization maintain visitor logs for more than 30 days?			

C16	Does the organization monitor and escort visitors through sections of its facilities?			
C17	Does the organization have redundant public utilities connections?			
C18	Does the organization employ adequate surge protected Uninterrupted Power Supplies (UPS), battery banks, generators, etc.? <i>Please explain in the comments field.</i>			
C19	Does the organization employ fire/flood detection and suppression systems that strive to minimize damage to the information resources they protect?			
C20	Can the organization provide a recent SAS70 report, ISO 27001 report or other industry recognized audit report?			
C21	If the report is something other than a SAS 70 or ISO 27001 report, what is the scope and frequency of the audit?			
C22	Does the organization limit administrator level access on network and systems infrastructure to system administrators only? <i>Please define system administrator in the comments field.</i>			
C23	Is access to security logs strictly controlled? (firewall logs, etc.)			
C24	Does the organization have policies in place preventing employees from copying client data to mobile devices, external media, or forwarding it to third party email?			
C25	Does the organization have data loss protection tools in place to enforce the policy above?			
C26	Does the organization properly secure offices and/or work areas where sensitive data or systems reside during non-business hours?			
Data Security				
D1	Who will have access to UCF data? <i>Please respond in the comments field.</i>			
D2	How does the organization prevent other clients from accessing UCF data? <i>Please respond in comments field.</i>			
D3	Can the organization meet UCF's requirement to encrypt access credentials when passing them through a public network? <i>Please describe in the comments field.</i>			

D4	Does the organization employ mechanisms that facilitate secure data exchange such as SSL, TLS, SFTP, VPN, etc.? <i>Please explain in the comments field.</i>			
Identity & Access Management				
Identities				
E1	Will each user have a unique userid?			
E2	Will userids assigned by the service provider match UCF userids?			
E3	How and where does the organization store user IDs and Passwords? How does the organization secure the information and what type of encryption is used? (e.g., Active Directory) <i>Please respond in the comments field.</i>			
Authentication				
E4	What user authentication methods does the hosted service support? <i>Please specify in the comments section.</i>			
E5	Does the organization maintain a password policy equal to or better than the UCF password standards? https://publishing.ucf.edu/sites/itr/cst/Pages/PasswordStandard.aspx			
E6	Will authentication rely on UCF systems?			
E7	Does the organization support authentication methods such as Federation (SAML compliant) or Single Sign On? <i>Please explain in the comments section.</i>			
E8	Does the hosting service provide authentication mechanisms?			
E9	Can the service provider's system be configured to require strong passwords?			
E10	Can UCF dictate password criteria as needed to ensure compliance with UCF security standards?			
E11	Can the service provider's system be configured to expire user passwords periodically in accordance with UCF security standards?			
E12	Does the service provider offer users secure self-password reset capabilities?			

E13	Does the service provider offer administrators and/or help desk staff a dashboard and/or API to administratively reset user passwords?			
E14	Can the service provider lock accounts after a UCF defined number of unsuccessful login attempts?			
E15	Are passwords entered in a non-display (masked) field?			
E16	Can the service provider meet UCF's requirement to encrypt all passwords during network transit?			
E17	Are passwords encrypted in storage? <i>(If yes, please explain in the comments field.)</i>			
Authorization				
E18	How will authorization controls be maintained? <i>Please explain in the comments section.</i>			
E19	Can the service provider configure authorization process controls to automatically disable user accounts or access privileges after a UCF defined period of non-use?			
E20	Can the service provider's system deauthenticate users after a UCF defined period of inactivity?			
E21	Does the service provider's system offer the ability to restrict access within the application based on roles assigned to authorized users?			
Accounting				
E22	Will the service provider's system provide easy to read security reports that identify users and their access levels for periodic review?			
E23	Can the service provider's security controls detect and report unauthorized access attempts?			
E24	Does the organization support account lockout policies on their customer's hosted site?			
E25	Are all attempted and successful logins logged, include date/time, userid, source network address, and maintained for at least one year?			

Incident Response			
F1	Are security incidents monitored and tracked until resolved?		
F2	Does the organization have a breach response plan that includes notifying customers if sensitive data is unknowingly or accidentally released?		
F3	Is incident information and common vulnerabilities or threats shared with data hosting customers?		
F4	Will a third party ever have access to the service provider's hardware or systems that store UCF's Restricted Data?		
F5	Are the service provider's database and web server access and error logs regularly reviewed for anomalies that could indicate a compromise?		
F6	What process does the service provider have in place to identify security breaches on vendor managed systems (e.g., file integrity checks)? <i>Please explain in the comments field.</i>		
F7	In the case of a security breach or unexpected exposure of UCF Restricted Data, what are the hosting service provider's incident response procedures? <i>Please explain in the comments field.</i>		
F8	What is the service provider's process for disclosing to UCF any data requests, such as subpoenas or warrants, from a third party? <i>Please explain in the comments field.</i>		
F9	Has the organization ever experienced a breach of customer data? <i>If yes, please explain the extent of the breach and the controls implemented to prevent future breaches in the comments field.</i>		
F10	Does the organization employ procedures to comply with Florida's data breach notification law? <i>(If no, please explain in the comments field)</i>		

Patch Management				
G1	Does the organization review, test, and apply software patches on a regular basis?			
G2	Does the organization have an automated patch management solution deployed? <i>If no, please explain in the comments field.</i>			
G3	Does the organization review, test, and apply updates to server firmware (e.g., bios, raid card) and other appliance firmware on a regular basis?			
Network Infrastructure				
H1	Does the organization maintain up-to-date network infrastructure and administration procedures?			
H2	Does the organization have perimeter scanning/monitoring agreements with managed network services providers?			
H3	Does the organization configure all routers with access control lists to allow only specific traffic to pass through?			
H4	Does the organization secure administrative access to its routers and console ports?			
H5	Does the organization have a procedure to track vulnerability patches for networking devices?			
H6	Are all networking devices at the latest patch level? <i>If no, please explain in the comments field.</i>			
H7	Does the organization change all default passwords on networking devices?			
H8	Does the organization control the change frequency and distribution of admin access to network infrastructure?			
H9	Does the organization use 802.1x compliant security for the wireless network? If yes, what vendor and type (e.g., none, WEP, WPA, WPA2)?			
Which of the following intrusion prevention/detection systems does the organization employ:				
H10	Host-based Intrusion Detection Systems? (HIDS)			
H11	Network Intrusion Detection/Prevention System? (NIDS)			
H12	Rogue device and network anomaly detection? <i>If yes, please explain in the comments field.</i>			

H13	Does the organization monitor security policy violations and application/networked services availability?			
H14	Does the organization log account success and failures events?			
H15	(If YES to H14) Is there a process in place to review the log data and address anomalies?			
Application Security				
I1	What software development life-cycle methodologies does the hosting service provider use in the development of their software (e.g., TSP-Secure, SAMM, Microsoft SDL, OWASP, NIST SP800-64 rev 2,)? <i>If yes, please explain in the comments field.</i>			
I2	Are security components identified during each phase of the software development life -cycle?			
I3	Does the service provider have change management policies in place?			
I4	Are customers notified of changes? <i>If yes, please explain how in the comments field.</i>			
I5	Will the hosting service provider provide UCF lead-time for upcoming changes? <i>If yes, please specify how much lead-time in the comments field.</i>			
I6	Does the hosting service provider regularly perform source code audits?			
I7	Are source code audits performed by someone other than the person or team that wrote the code?			
Remote Access and VPN				
Are there any remote access/remote control methods available to access the organization's network, as follows:				
J1	RADIUS?			
J2	User ID/Password?			
J3	Other? – <i>If yes, please explain in the comments field.</i>			
J4	Does the organization force performing supervisory or administrative functions over encrypted external links? <i>If no, please explain in the comments field.</i>			

J5	Does the organization collect and review remote access audit log data?		
Firewall			
K1	Does the organization employ firewall services to protect the network?		
K2	Is the organization's firewall installed on a dedicated system and is it kept up-to-date? <i>If no, please explain in the comments field.</i>		
K3	Does the organization allow non-standard (>1024) IP ports to pass through the firewall? <i>If yes, please explain in the comments field.</i>		
K4	Does the organization regularly scan and verify all the allowable services provided by the firewall server?		
K5	Does the organization use firewall-reporting tools to analyze the firewall log?		
K6	Does the organization periodically document and verify security policies on the firewall?		
K7	Does the organization protect internal IP address range(s)? (e.g., use NAT/RFC 1918)		
Malware Controls			
L1	Does the organization scan all emails for malware?		
L2	Is there explicit policy requiring anti-malware software on networked computers?		
L3	Does the organization have centralized administration of malware control, such as distribution of signature updates, reporting, policy enforcement, and vendor management?		
L4	Are additional measures in place to protect against malware? <i>If yes, please explain in the comments field.</i>		
L5	Does the malware checking software run in the background with established frequency of scanning, etc.?		
L6	Does the organization prevent end-users from disabling malware protection software?		
L7	Does the organization allow installation of personal and non-corporate software or hardware on network computers? <i>If yes, please explain in the comments field.</i>		
L8	Does the organization employ Application Whitelisting to ensure non-approved programs such as malware cannot execute on managed workstations?		

Printed Name of Organization Official: _____
(Signature)

Signature of Organization Official: _____
(Signature)

Signature of Departmental Security Coordinator (DSC): _____
(Signature)