INVITATION TO NEGOTIATE

UNIVERSITY OF SOUTH FLORIDA – ST. PETERSBURG, FL

USFSP STUDENT HOUSING DEVELOPMENT PROJECT

October 24, 2016

ITN# 17-06-GC

The University of South Florida on behalf of the University of South Florida – St. Petersburg is soliciting responses from interested parties to enter into a unique public private partnership agreement with the University to develop a new on-campus student residence facility and other amenities at its St. Petersburg, Florida campus, as further specified herein.

THIS INVITATION TO NEGOTIATE (“ITN”) CONTAINS STATEMENTS, DESCRIPTIONS AND ANALYSIS OF THE UNIVERSITY OF SOUTH FLORIDA ST. PETERBURG (USFSP), THE ST. PETERSBURG CAMPUS, THE CURRENT HOUSING MARKET AND OTHER PROJECT BACKGROUND INFORMATION. SUCH STATEMENTS, DESCRIPTIONS AND ANALYSIS ARE FOR INFORMATIONAL PURPOSES ONLY. USFSP DOES NOT GUARANTEE OR REPRESENT AND WARRANT THE COMPLETENESS OR ACCURACY OF SUCH INFORMATION AND ANY RESPONDENT TO THIS ITN SHOULD COMPLETE ITS OWN DUE DILIGENCE WITH RESPECT TO SUCH INFORMATION.

If you are interested in submitting a response to this Invitation to Negotiate, please note that the response needs to be submitted no later than 3:00 p.m., November 17, 2016. Any questions concerning this Invitation to Negotiate should be directed in writing to George Cotter, Interim Director Purchasing Services: gcotter@usf.edu.

PLEASE NOTE RESPONSES MUST BE DELIVERED TO THE TAMPA CAMPUS AT THE ADDRESS BELOW.

University of South Florida
Purchasing Services
4202 E. Fowler Avenue SVC 1073
Tampa, Florida 33620-9000

**IN Invitation To Negotiate**

**Competitive Solicitation**

**Acknowledgement Form**

<table>
<thead>
<tr>
<th>ITN No: 17-06-GC</th>
<th>Title: USFSP Student Housing Development Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Issue: October 24, 2016</td>
<td>Phase I Response Due Date and Time: November 17, 2016 at 3:00pm</td>
</tr>
</tbody>
</table>

**ITN Point of Contact**

Name: George Cotter  
Email: gcotter@usf.edu

**Vendor Information**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Reason for no offer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td></td>
</tr>
</tbody>
</table>

**Posting of Competitive Solicitation Tabulations**

<table>
<thead>
<tr>
<th>Area Code</th>
<th>Telephone no.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toll Free no.</td>
<td></td>
</tr>
<tr>
<td>Fax no.</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
</tbody>
</table>

**Government Classifications**  
Check all applicable

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

I certify that this ITN proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or service and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN proposal and certify that I am authorized to sign this ITN proposal for the responder and that the responder is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a proposal to the University of South Florida Board of Trustees, a public body corporate (“University”), the responder offers and agrees that if the ITN proposal is accepted, the responder will convey, sell, assign or transfer to the University 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 University. At the University’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the responder.

---

**Printed Name/Title**

**Authorized Signature**
Table of Contents

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. INVIATION TO NEGOTIATE</td>
<td>5</td>
</tr>
<tr>
<td>1.1. Overview of the Opportunity and the ITN Process</td>
<td>5</td>
</tr>
<tr>
<td>2. HIGHLIGHTS OF THE UNIVERSITY AND DESCRIPTION OF THE</td>
<td>5</td>
</tr>
<tr>
<td>DEVELOPMENT OPPORTUNITY</td>
<td></td>
</tr>
<tr>
<td>2.1. USF St. Petersburg Background and Overview</td>
<td>5</td>
</tr>
<tr>
<td>2.1.1. Current Enrollment and Projections</td>
<td>6</td>
</tr>
<tr>
<td>2.2. USF St. Petersburg Current Housing System</td>
<td>7</td>
</tr>
<tr>
<td>2.2.1. Vision and Mission Statements</td>
<td>7</td>
</tr>
<tr>
<td>2.2.2. Existing USF St. Petersburg Housing Inventory</td>
<td>7</td>
</tr>
<tr>
<td>2.2.3. Rental Rates</td>
<td>8</td>
</tr>
<tr>
<td>2.3. USF Development Opportunity</td>
<td>8</td>
</tr>
<tr>
<td>2.3.1. Project Goals and Objectives</td>
<td>8</td>
</tr>
<tr>
<td>2.3.1.1. The Analysis</td>
<td>8</td>
</tr>
<tr>
<td>2.3.1.2. Project Objectives</td>
<td>9</td>
</tr>
<tr>
<td>2.3.1.3. Design and Sustainability Objectives</td>
<td>10</td>
</tr>
<tr>
<td>2.3.1.4. Maintenance and Operations Objectives</td>
<td>11</td>
</tr>
<tr>
<td>2.3.1.5. Financial and Credit Impact Objectives</td>
<td>11</td>
</tr>
<tr>
<td>2.3.2. Housing Demand</td>
<td>12</td>
</tr>
<tr>
<td>2.3.3. The USF Development Opportunity</td>
<td>13</td>
</tr>
<tr>
<td>2.3.3.1. Total Project Overview</td>
<td>13</td>
</tr>
<tr>
<td>2.3.3.2. Non-Housing Project Component Description</td>
<td>13</td>
</tr>
<tr>
<td>2.3.4. Site Description</td>
<td>14</td>
</tr>
<tr>
<td>3. ITN PROCEDURE AND RESPONSE REQUIREMENTS</td>
<td>15</td>
</tr>
<tr>
<td>3.1. ITN Schedule</td>
<td>15</td>
</tr>
<tr>
<td>3.2. Overview of Bidding and ITN Process</td>
<td>16</td>
</tr>
<tr>
<td>3.2.1. Qualification Requirements</td>
<td>17</td>
</tr>
<tr>
<td>3.2.2. Negotiations</td>
<td>17</td>
</tr>
<tr>
<td>4. SUBMITTAL REQUIREMENTS</td>
<td>17</td>
</tr>
<tr>
<td>4.1. Background and Team Information</td>
<td>18</td>
</tr>
<tr>
<td>4.2. Technical Capability</td>
<td>19</td>
</tr>
<tr>
<td>4.2.1. Maintenance Experience</td>
<td>19</td>
</tr>
<tr>
<td>4.2.2. Student Services</td>
<td>19</td>
</tr>
<tr>
<td>4.2.3. Capital Improvements</td>
<td>20</td>
</tr>
<tr>
<td>4.3. Financial Capability</td>
<td>20</td>
</tr>
<tr>
<td>4.4. Relevant Experience / References</td>
<td>20</td>
</tr>
</tbody>
</table>
4.5. Approach 21
4.6. Required Submittals 21
4.7. Quantity of Proposals 21
4.8. Submission Instructions 22

5. EXHIBITS 23

5.1. Site 23
5.2. University Building Codes, Standards and Regulations 24
5.3. Project Infrastructure Requirements 26
5.4. Project Information Technology Requirements 27

6. SPECIAL CONDITIONS 29

7. REQUIRED FORMS and INFORMATION 44

- Certification of Non-Segregated Facilities 45
- Sub-Part D – Contractor’s Agreement 46
- Private Entity’s Affirmation and Declaration 48
- Directions & Map 50
1. INVITATION TO NEGOTIATE

1.1 Overview of the Opportunity and ITN Process

The University of South Florida (“University” or “USF”) is issuing this Invitation to Negotiate (“ITN”) to solicit responses from interested parties (“Private Entity” or “Private Entities”) to enter into a public-private partnership with the University to develop a new on-campus mixed-use residential community (“Project”) at its St. Petersburg, Florida campus (“USFSP”). The Project, to be delivered in the July 1, 2019, is expected to include approximately 550 beds and associated residential spaces, 15,000 square feet of dining space and 25,000 gross square feet of conference center space. The addition of conference center space is subject to approval of the Florida Legislature. The building will support expansion of student life programming, community building, and integration of USFSP with the city of St. Petersburg. The University is seeking a Private Entity to design-build-finance-operate-maintain the Project including the option to incorporate existing housing facilities as described further within this document.

Through this solicitation process, the University is seeking to identify a Private Entity with appropriate qualifications, experience, financial capacity and a proven track record of executing similar projects.

Following receipt of initial proposals on qualifications, the University will establish a shortlist of the Private Entities (“Qualified Proposers”) to continue in the ITN process and further develop the framework and structure for a public private partnership with the University. A response to this ITN is a prerequisite to participate in subsequent steps.

Two (2) or more Private Entities may collaborate in submitting a response to this ITN, but a single Private Entity must be designated to contract with the University and be responsible for performance under any future contract.

Interested Parties should not contact any other officials of the University, its Student Housing program, or advisors of the University with regard to this opportunity, other than George Cotter, Interim Director Purchasing Services, whose contact information is listed above. Interested Parties are advised that unauthorized contacts with officials, related parties or advisors of the University may result in elimination of an Interested Party from this ITN process.

2. HIGHLIGHTS OF THE UNIVERSITY AND DESCRIPTION OF THE DEVELOPMENT OPPORTUNITY

2.1 USF St. Petersburg Background and Overview

Situated in the dynamic and growing city of St Petersburg, Florida, the University serves over 5,000 students at the undergraduate and graduate levels. USFSP has the advantages of both a large and small institution. The University of South Florida System is comprised of three separately accredited institutions: the University of South Florida Tampa, the University of
South Florida St. Petersburg, and the University of South Florida Sarasota-Manatee. Serving more than 49,000 students, the USF System has an annual budget of $1.6 billion.

Established in 1965, USFSP recently celebrated its 50th anniversary. USFSP achieved separate accreditation by the Southern Association of Colleges and Schools/Commission on Colleges (SACS/COC) in the USF System in 2006. Now classified as a Master’s Medium institution by the Carnegie Commission on Higher Education, the University ranks among the top 25 regional colleges in the South by U.S. News and World Report (2017). The Carnegie Foundation classifies USFSP as a Community Engaged University. The University is proud of its rich history of academic excellence, entrepreneurial spirit, ingenuity, and dedication to meeting regional and statewide workforce needs.

USFSP’s 24 undergraduate and 13 graduate programs offer many educational choices as well as civic engagement, research, and internship opportunities. The distinguished faculty includes internationally respected authors, scientists, and educators. Among them are Fulbright Scholars, Pulitzer Prize jurors, and Fellows of the American Association for the Advancement of Science. Faculty excellence drives USFSP’s goal of graduating true scholars who are engaged in the community and in academic research. USFSP’s 19:1 student-to-faculty ratio supports this mission (IPEDS, Fall 2014). The USFSP Kate Tiedemann College of Business has earned the Association to Advance Collegiate Schools of Business (AACSB) International accreditation in both business and accounting. This dual accreditation is held by just one percent of colleges of business worldwide. It is in good company with the USFSP College of Education, accredited under the National Council for Accreditation of Teacher Education (NCATE) standards through the Council for the Accreditation for Educator Preparation (CAEP). Both the undergraduate and graduate programs of the College of Arts and Science’s Department of Journalism and Media Studies are accredited by the Accrediting Council on Education in Journalism and Mass Communications (ACEJMC). Accreditation of both programs is a distinct achievement shared by only a small group of colleges.

USFSP is nestled on the waterfront adjacent to downtown St. Petersburg. The “Sunshine City” is home to a vibrant and growing arts, music, and culinary community. Students enjoy access to this thriving city, as well as an active campus life that offers outstanding classroom and civic learning opportunities. Students, staff, and faculty enjoy a variety of recreational activities afforded by the USFSP’s location on Tampa Bay.

Additional information about USF St. Petersburg is available at [http://www.usfsp.edu/about-usfsp/](http://www.usfsp.edu/about-usfsp/).

### 2.1.1 Current Enrollment and Projections

USFSP is in the midst of a period of substantial enrollment growth. The University projects that full-time undergraduate enrollment has the potential to grow nearly 60% over the 10 year period ending in academic year 2025. Enrollment has been on target with projections over the first two years of this period with 2,855 full-time students enrolled as of academic year 2016.

Full time student enrollment projections are shown below. These estimates were prepared by the University and are subject to change due to market conditions.
2.2 USF St. Petersburg Current Housing System

2.2.1 Vision and Mission Statements

The USFSP Strategic Plan 2014-2024 (http://www.usfsp.edu/vision2020/) supports the growth of the residential community on campus. The plan articulates a goal to grow the residential population to 30% of undergraduate full-time equivalent (FTE) enrollment.

The Department of Housing and Residence Life at USFSP strives to create a seamless environment of living and learning for students in the residential community. This is achieved by offering innovative programs, quality services in a safe living environment and through opportunities for leadership development, civic responsibility and citizenship, personal development, self-exploration, and student involvement. University Housing staff assists in building a life-long connection between the student and the University.

Their vision expresses that Housing and Residence Life will strive to educate our students outside of the classroom to provide them with a collegiate experience that better prepares them for a pluralistic society that contributes to learning.

2.2.2 Existing USF St. Petersburg Housing Inventory

After successfully launching its residential program in 2006, the University built a second phase of student housing in 2012. Both facilities achieved full occupancy shortly after opening. There is surplus demand for student housing with students being turned away as well as accommodated in an off-campus hotel. USFSP opened in August 2016 with 122% occupancy in their housing facilities. (Historical occupancy rates are shown in section 2.3.2.)

The USF St Petersburg campus current student housing capacity of 553 is a mix of single and double occupancy spaces in semi-suite and apartment-style beds. The USF St Petersburg campus currently consists of the following facilities:

<table>
<thead>
<tr>
<th>Housing Facility</th>
<th>Construction Date</th>
<th>Semi-Suite</th>
<th>Apartment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residence Hall One</td>
<td>2006</td>
<td>0</td>
<td>352</td>
</tr>
<tr>
<td>University Student Center</td>
<td>2012</td>
<td>201</td>
<td>0</td>
</tr>
</tbody>
</table>

2.3 USF Student Housing Development Project

2.3.1 Project Goals

The USFSP Student Housing Development Project is a 50-year master plan that is expected to achieve full occupancy by 2025.
2.2.3 Rental Rates

The table below lists the types of living accommodations on the USF St Petersburg campus available to students and the related historical rental rates per student, per academic year from 2009 to 2017.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>RHO</td>
<td>4BR Apt Single</td>
<td>$3066.00</td>
<td>$3733.00</td>
<td>$3710.00</td>
<td>$3785.00</td>
<td>$3845.00</td>
<td>$3922.00</td>
<td>$3922.00</td>
<td>$3922.00</td>
<td>$3922.00</td>
</tr>
<tr>
<td>RHO</td>
<td>Apt Studio Double</td>
<td>$2477.00</td>
<td>$2724.00</td>
<td>$2247.00</td>
<td>$2470.00</td>
<td>$2865.00</td>
<td>$2922.00</td>
<td>$2922.00</td>
<td>$3174.00</td>
<td>$3784.00</td>
</tr>
<tr>
<td>RHO</td>
<td>2 BR Apt Double</td>
<td>$2477.00</td>
<td>$2724.00</td>
<td>$2247.00</td>
<td>$2470.00</td>
<td>$3112.00</td>
<td>$3174.00</td>
<td>$3174.00</td>
<td>$3784.00</td>
<td>$3784.00</td>
</tr>
<tr>
<td>USC</td>
<td>Semi-Suite Double</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$3710.00</td>
</tr>
</tbody>
</table>

2.3 USF Development Opportunity

2.3.1 Project Goals and Objectives

2.3.1.1 The Analysis

In early 2016, the University engaged Brailsford & Dunlavey (“B&D”, a nationally known comprehensive planning and program management firm) to act as a development advisor for USFSP for a new, on-campus mixed-use project. As part of their scope, B&D completed a study of the strategic needs and demand for additional on-campus housing (“Plan” or “Analysis”) with the assistance of senior administration and Student Affairs staff. In addition to the Analysis, B&D was engaged to evaluate project structuring and delivery alternatives as well as facilitate the procurement of a Private Entity to enter a public-private partnership with the University and oversight of the Project delivery.

The Analysis identified additional student housing, in addition to dining and conference spaces, as needed in response to the University’s strategic objectives, enrollment growth, and short supply of beds, food service, and meeting spaces on campus. Through the Analysis, B&D quantified demand and space needs and translate the results into a Project concept that furthers the University’s strategic objectives. In August 2016, the USFSP Campus Board and USF Board of Trustees unanimously approved the Project concept and authorized the University to initiate an Invitation to Negotiate to identify a partner for the Project.

B&D completed the following tasks as a part of the Analysis:

- An analysis was conducted to assess USFSP’s vision for the desired role of new housing facilities in supporting the University’s strategic objectives. The resulting information was then synthesized to prioritize the strategic objectives that must be accomplished in order for the University to achieve its objectives.

- A series of focus groups and stakeholder interviews were facilitated by B&D in order to engage USFSP students and faculty/staff in dynamic conversations regarding their
opinions, observations, and recommendations related to existing conditions and future opportunities for on-campus housing and quality-of-life facility integration.

- An analysis of the off-campus market was completed in order to understand the diversity and availability of housing accommodations proximate to USFSP’s campus.

- An internet-based survey was administered to USFSP students to better understand the current satisfaction, participation, and needs related to on-campus housing, and to inform current and future latent demand for new or improved residential facilities provided at USFSP. The response rate resulted in a statistically significant sample of the University.

- Stemming from the survey results, a supply and demand analysis was conducted to evaluate the University’s need for new or improved housing and associated campus facilities. In addition to quantifying the latent demand and needs for new housing facilities, additional dining space needs were quantified and an opportunity for a new conference center was identified. The demand results were then reconciled with the University’s strategic objectives to develop recommendations for the spaces that should be considered for inclusion in an eventual on-campus development effort.

- A system-wide financial model of the USFSP housing portfolio that includes a project-specific financial pro forma was constructed to evaluate the financial feasibility of the Project concept. The model also considered a variety of structures and delivery alternatives to confirm financial feasibility under a range of potential scenarios.

The results of B&D’s Analysis will be provided to Private Entities upon request.

### 2.3.1.2 Project Objectives

The University is interested in achieving the following Project goals:

- **Offer a Residential Experience to More Students:**
  USF’s St. Petersburg campus is interested in supporting the latent and future demand that exists from its student population. The University recognizes the benefits to students who live on campus and wants to extend those benefits to all students who want a residential experience.

- **Enrich the Campus Culture and Community Environment:**
  Expanding the number of students living on campus will expand the population that will remain on campus outside of teaching hours and will have a higher propensity to be involved in student activities and campus programming. New housing must not only increase the on-campus housing capacity but also support this type of community building for the increasing enrollment.

- **Deliver a Progressive Housing Model:**
  Through additional housing offerings, USFSP desires to deliver a progressive housing model, aligning appropriate unit-type offerings with a student’s development along the
student housing continuum. The University housing system should include units that are appropriate for all four years of the undergraduate experience. With existing facilities that are intended for first-year and senior students, the Project must create residential units that are developmentally appropriate for sophomore and junior students.

- **Create Financially Differentiated Housing Options:**
  While the University understands the need for the Project to be financially successful, the University is also interested in providing more financially differentiated housing options to expand the financial accessibility of student housing. Rental rate structures for both new and existing housing facilities are expected to collectively create a financial range of housing options.

  In support of these strategic objectives, USFSP desires to maintain control over rental rates that can be charged for the Project by requiring approval of initial rates and subsequent increases sought by the Private Entity.

- **Further Integrate USFSP with City of St. Petersburg**
  The Project should enhance the University’s competitive location in downtown St. Petersburg. It should also help solidify USFSP as a valuable member of the St. Petersburg community and encourage residents, workers, and visitors of the Clearwater/St. Petersburg area to visit the USFSP campus.

### 2.3.1.3 Design and Sustainability Objectives

The University expects that the Project’s buildings and site improvements to be of Class A institutional quality and commensurate with top-tier American universities. The Project is expected to comply with University building codes, standards and regulations. The Project must at least meet minimum requirements set forth by USFSP’s design guidelines, which includes LEED Gold Certification by the US Green Building Council. The expectation is that this Project will demonstrate the design tenets adopted by the Association of College and University Housing Officers – International (ACUHO-I) 21st Century Project focused on sustainability, flexibility, community, and technology.

University review and approval of the Project design will be required.

The building program is expected to include:

- 550 student beds and associated residential spaces
- A contract dining space of 15,000 gross square feet
- A conference center of 25,000 gross square feet

The building will support expansion of student life programming, community building, and integration of USFSP with the city of St. Petersburg. Ample space must also be allocated for operational needs of the building including storage, custodial, maintenance, grounds, technology, trash, vending, and lobby and service desk locations. The exterior of the building and grounds of the site are expected to complement the existing campus as seen on the Harborwalk in the center of campus.
2.3.1.4 Maintenance and Operations Objectives

In alignment with the stated objectives, the delivery of maintenance and operations for the Project must be consistent and integrated with similar services currently provided on campus.

There are five (5) options that the University will consider from Proposers for the delivery of maintenance operations:

1. University will maintain and operate the Project, and will be reimbursed for all costs by the Private Entity.
2. Private Entity will self-operate the development in alignment with USFSP standards.
3. Private Entity will outsource to a third-party operator at the sole cost of the Private Entity. The third-party operator will provide a level of service consistent with USFSP standards.
4. Private Entity will deliver one of the approaches above for the existing housing system in addition to the Project.
5. An appropriate combination of options listed above.

If maintenance and operations are to be delivered by the Private Entity or third-party operator for the Project with or without the existing housing system, the University will work with the Private Entity to develop an agreement that delineates the standards for the management and maintenance responsibilities. Additional coordination will be required to ensure that the delivery of services is consistent with USFSP’s vision for the Project.

It is expected that the direct costs of USFSP employees residing in the Project and overseeing the resident students will be reimbursed by the Private Entity. Qualified Proposers will receive cost assumptions to be included as part of an eventual financial model.

It is important to note, however, that the University seeks to retain the responsibility for student billings, collections and room assignments for the Project and the existing housing system through its Housing and Residence Life office. Therefore, these duties will not be included in the operations delivery approach provided by the Private Entity in response to this ITN.

2.3.1.5 Financial and Credit Impact Objectives

The University, through the USF Financing Corporation’s Master Lease Purchase Program, has financed existing student housing properties and pledged student housing rental revenues to the USF Financing Corporation (a Florida not-for-profit corporation and direct support organization of the University) which has issued approximately $250 million of Certificates of Participation to develop student housing and student centers on University campuses in Tampa and St. Petersburg that will continue to be owned by the University. USF’s housing system debt is rated A1 (stable) by Moody’s Investor Services and A+ (stable) by Standard & Poor’s. The University is rated Aa2 (stable) by Moody’s Investor Services and AA- (stable) by Standard & Poor’s.

Respondents to this ITN should understand that the University’s credit ratings and credit condition are important to the University. All respondents should take this into consideration with any
proposed structure and associated financing which may have an impact on the University’s credit rating.

The University expects that any agreement for the development of the Project will be structured with the priority of minimizing the credit and financial impact to the University and the existing housing system.

Maintaining these ratings are important to the University and any proposed financing for the Project should be structured to best maintain these ratings.

USFSP engaged Public Financial Management (“PFM”), a national financial advisor, to analyze the Project’s potential impact on its credit, balance sheet, capital and operations. PFM is the University’s independent registered municipal advisor (IRMA).

The University anticipates a ground lease may be required with the selected Private Entity for the site on which the Project will be constructed. Any ground lease will be subject to a series of required approvals.

Note: The University will not approve any proposal which the University believes in its sole discretion will result in the selected Private Entity’s project structure adversely affecting the University’s credit profile or credit ratings by any national rating agency currently rating University debt.

2.3.2 Housing Demand

USFSP has a historically high student demand for housing.

USF St. Petersburg Housing Historical Occupancy*

<table>
<thead>
<tr>
<th></th>
<th>Fall Capacity</th>
<th>On-campus Residents</th>
<th>Occupancy</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>546</td>
<td>584</td>
<td>107%</td>
</tr>
<tr>
<td>2013</td>
<td>546</td>
<td>551</td>
<td>101%</td>
</tr>
<tr>
<td>2014</td>
<td>546</td>
<td>511</td>
<td>94%</td>
</tr>
<tr>
<td>2015</td>
<td>541</td>
<td>626</td>
<td>116%</td>
</tr>
<tr>
<td>2016</td>
<td>541</td>
<td>662</td>
<td>122%</td>
</tr>
</tbody>
</table>

* Numbers do not include Resident Assistant/non-revenue beds or residents.

The demand analysis conducted by B&D was based on the University’s variable annual enrollment projections through 2025 per their approved master plan. B&D’s analysis indicates that current latent demand exists which exceeds USFSP’s existing housing inventory. B&D’s analysis indicates that USFSP could experience latent demand of 554 beds in fall of 2019. The Analysis will be made available to all shortlisted teams.
2.3.3 The USF Development Opportunity

The State University System of Florida Board of Governors has created development guidelines for public-private partnerships. They can be found here: [http://www.flbog.edu/documents_regulations/guidelines/Public-Private%20Partnership%20Guidelines.pdf](http://www.flbog.edu/documents_regulations/guidelines/Public-Private%20Partnership%20Guidelines.pdf)

2.3.3.1 Total Project Overview

The University recognizes that undergraduate student housing is a strategic core business. USFSP believes that this Project could physically enhance the core of their campus located in downtown St. Petersburg. This Project also has the potential to further the University’s strategic objectives and extend the advantages of a residential experience to more students.

The University’s current plans include the development of 550 full-suite residential beds with associated residential support spaces to be delivered in the summer of 2019. A majority of residents living within the Project are expected to be sophomore and junior students, as current housing options include semi-suites for freshmen and apartments for seniors. However, enrollment growth is anticipated to also result in latent demand for additional freshmen and FTIC students until the University is able to build additional housing per the University’s approved Master Plan.

The current schedule anticipates the Private Entity will begin design by June 2017. The Project must be complete and delivered no later than July 1, 2019.

The university is interested in exploring various transaction structures for the development and operation of the project including the option to incorporate existing housing facilities.

The residential program is expected to include:

- 550 student beds:
  - 248 two-bedroom, one bath, double-occupancy full-suite beds on three floors
  - 288 four-bedroom, two bath, single-occupancy full-suite beds on four floors
  - 14 single-occupancy studios for resident assistants distributed on all residential floors
- One two-bedroom, one bath, apartment for professional staff
- One studio apartment for a graduate assistant
- Student lounge and student study room on each floor
- Community great room/lounge and full kitchen
- Community laundry space
- Residential Life administrative space
- Resident mail and package service space (serving all USFSP residents)

2.3.3.2 Non-Housing Project Component Overview

To enhance the student experience within the community, as well as provide additional amenities to the community at large, the University is seeking to provide additional quality-of-life services including dining and a conference center.
**Dining:** For the residential dining facility, the Private Entity is expected to build according to University specifications and will require direct coordination between the Private Entity and USFSP. USFSP will coordinate input from its current food service provider. The estimated square footage for this facility is 15,000 GSF. Dining facilities are expected to be operated and maintained by the University’s food service provider.

The dining program is expected to include:
- All required kitchen, serving, and seating areas to serve 400 students simultaneously
- Back-of-the-house kitchen space to support catering operations in the conference center
- Administrative space for the dining operator

**Conference Center:** The conference center requires the approval of the Florida Legislature to be included in the Project. The Project’s conference center space is expected to total approximately 25,000 GSF. The Project will be responsible for revenue generation, operations, and maintenance of the conference center. The conference center is expected to be located on the top floor of the building and have separate access and vertical circulation from the other components of the Project with exception of controlled access to the back-of-the-house spaces in the dining space for catering operations.

The conference center program is expected include:
- A large ballroom with capacity for 500 seats in a banquet-style arrangement
- A large lobby/pre-event space
- Ten break-out rooms/classrooms, each with capacity for 100 seats in a theater-style arrangement
- Food prep and warming spaces for catering services
- Storage spaces

**2.3.4 Site Description**

The site is located on the campus and within the boundary of the existing Campus Development Agreement. The identified Project site is on the north side of 6th Avenue between 3rd Street and 4th Street. The identified Project site is a highly-visible location that is adjacent:
- University Parking Garage
- University Bookstore
- Recreation Field

The site is only one block away from:
- University Student Center (includes 201 beds, dining, and meeting spaces)
- Student Life Center (includes student organization offices and student fitness center)
- Harborwalk (outdoor pedestrian plaza in the center of campus)

This site location and zoning will allow for development of the full project program. The University’s approved master plan designates this site for 218,000 gross square feet of new development for housing and dining uses. The site is the largest of three designated locations for future housing expansion and the only designated location for dining expansion.
The diagram below indicates the site for the Project.

![Project Site Diagram]

Each of the facilities developed as part of the Project must be constructed such that the required utilities capacity (cooling, heating, domestic water, electrical service, storm and sanitary, IT, etc.) to support the development is being accommodated as part of the Project. The logistics as to the method of capacity being provided will be discussed in further detail with the shortlisted Private Entities. However, it is assumed that required utilities regardless of capacity logistics will be integrated into existing USFSP infrastructure. In the case of the Project utilizing existing USFSP utilities capacity, consumption will be reimbursed by the Project.

3. **ITN PROCEDURE AND RESPONSE REQUIREMENTS**

3.1 **ITN SCHEDULE**

Dates are subject to change

<table>
<thead>
<tr>
<th>PHASE I EVENTS</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of ITN</td>
<td>Monday, October 24, 2016</td>
</tr>
<tr>
<td>Deadline for questions</td>
<td>Thursday, November 3, 2016</td>
</tr>
<tr>
<td>Response Addendum posted</td>
<td>Monday, November 7, 2016</td>
</tr>
<tr>
<td>Phase I - ITN responses due</td>
<td>Thursday, November 17, 2016</td>
</tr>
</tbody>
</table>
3.2 Overview of Bidding and ITN Process

The purpose of Phase I of the ITN is to identify interested parties that have the qualifications, experience and financial capacity necessary to assume the responsibilities of the Private Entity.

The University’s evaluation of each ITN response will be based upon the information provided, additional information requested by the University, information obtained from references and independent sources, and formal presentations, if requested.

Private Entities that are deemed qualified and short-listed by the University in Phase I of the procurement process will be provided with additional information concerning the proposed development in Phase II of the proposal process and provided an opportunity to conduct due diligence.

As part of the Phase II proposal process, it is anticipated that the Qualified Proposers will engage in the following activities:

i. Participate in a campus tour and tour of the site.
ii. Conduct in-person interviews and present (digitally and verbally) additional requested materials relevant to the services solicited in this ITN.
iii. Review and discuss the proposed business terms that will form the relationship with the University.
iv. Discuss and prepare best and final proposals. Discussions may be requested by USF for the following purposes:
   - Receive feedback from USF regarding potential deficiencies in proposals;
   - Receive notification of additional materials requested by USF to supplement details provided in initial proposal; or
   - Receive feedback from USF indicating that a revised proposal is requested, which aims to allow the Private Entity to provide the best value proposal. The conditions, terms, or price of the proposal may be altered or otherwise changed during the course of the discussions.
Following this due diligence process, final and binding proposals will be submitted in accordance with procedures and evaluation criteria to be provided to Qualified Proposers in the Phase II of the ITN.

Qualified Proposers may be asked under Phase II to submit preliminary proposals for evaluation.

### 3.2.1 Qualification Requirements

This ITN is open to prospective parties who seek qualification to pursue the development of the Project at the USF St. Petersburg campus. Qualification will be based on a determination by the University at its sole and complete discretion that the Private Entity meets the requirements highlighted in Section 4 – Submittal Requirements.

Upon receipt, all ITN submissions will be reviewed for completeness in accordance with the submission requirements, and evaluated in the areas of background and team information, technical capability, financial capability, relevant experience/references and approach, with respect to the standards set forth in this ITN (see Section 4).

After reviewing all proposals, the University intends to issue a shortlist of Qualified Proposers to proceed to Phase II.

The University may not consider any response to the ITN that does not completely fulfill these requirements. The University reserves the right to accept or reject any or all proposals.

### 3.2.2 Negotiations

In Phase II of the ITN process, the University may commence negotiations with the highest-ranked Private Entity or commence simultaneous negotiations with any number of qualified Private Entities.

USF may negotiate:

a. The statement of work;
b. The contract price, as it is affected by negotiating the statement of work; and
c. The terms and conditions, determined by the University in its sole discretion to be reasonably related to the terms of this ITN and in the best interest of the University.

### 4. SUBMITTAL REQUIREMENTS

The following constitute the submittal requirements and evaluation criteria for the University to evaluate the ITN responses. The ITN response must follow the order provided below in order to facilitate evaluation of the responses. In addition, the ITN response should provide tabs correlating to each of the following criteria numbers below. It is critical that responses to the ITN are consistent in order to ensure accuracy in the University’s review process. Failure to submit proposals in the requested order poses risk that all Submittal Requirements are included, and accurately compared.
Your proposal must respond to each criterion in the following order:

- Cover Page
- Tab 1.1: Cover Letter
- Table of Contents
- Tab 1.2: Private Entity / Private Entities Background and Team Information
- Tab 1.3: Technical Capability
- Tab 1.4: Financial Capability
- Tab 1.5: Relevant Experience
- Tab 1.6: Approach
- Tab 1.7: Required Forms

A description of Tabs 1.2, 1.3, 1.4, 1.5, and 1.6 is included below in further detail. An overview of Tab 1.7 can be found in Required Forms section of this document.

4.1 Background and Team Information

Description of Private Entity:

Provide a description of the Private Entity or Private Entities, and the anticipated legal relationship (governance and capital structure) for the proposing Private Entity or Private Entities. Include in the description of the Private Entity or Private Entities the year founded, description and approximate value of real estate developed and currently under control, number of employees by function, and an organizational chart. All equity investors should be identified.

Role of Private Entity’s Key Personnel:

Briefly outline the roles of the key personnel for each Private Entity proposing.

Operator:

Specifically identify the Private Entity or Private Entities that will act as Operator under any proposed concession and lease agreements. Private Entities will have options available for the delivery of operations for the Project.

Contact Person:

Provide a single contact person for all future communication with the University. Disclose the contact person’s name, title, organization, address, telephone number, fax number, and email address.

Controlling Interest:

Identify the individuals or companies who hold a major or controlling interest in each Private Entity proposing.
Expected Advisors:

Identify the companies and individuals who are expected to act as legal, financial, or other advisors for each Private Entity proposing.

4.2 Technical Capability

4.2.1 Maintenance Experience

As noted in Section 2.3.1.4 Maintenance and Operations Objectives, Private Entities may have five (5) options available regarding the delivery of maintenance operations for the Project. The five (5) options are as follows:

1. University will maintain and operate the Project, and will be reimbursed for all costs by the Private Entity.
2. Private Entity will self-operate the development in alignment with USFSP standards.
3. Private Entity will outsource to a third-party operator at the sole cost of the Private Entity. The third-party operator will provide a level of service consistent with USFSP standards.
4. Private Entity will deliver one of the approaches above for the existing housing system in addition to the Project.
5. An appropriate combination of options listed above.

If the Private Entity proposes to self-maintain the Project, proposals must include evidence demonstrating the Private Entity’s ability to maintain a project of this nature and scope.

Specifically, if the Private Entity proposes to self-maintain, the Private Entity or Private Entities should possess:

a. Substantial university facility maintenance experience;
b. Advanced knowledge of campus facilities maintenance, repair, construction, and practical application of equipment and materials;
c. Demonstrated understandings in facility aging behavior to assess and determine the applicability of remedial maintenance action and lifecycle management; and
d. All capabilities necessary to successfully operate and maintain the campus project including routine maintenance, operations and management.

Regardless of the maintenance delivery option selected by the Private Entity, the proposal must indicate the option envisioned for this Project.

4.2.2 Student Services

The Private Entities must demonstrate their commitment to achieving the highest standards of student service and satisfaction. Specifically, the Private Entities must highlight its experience and qualifications for providing excellent customer service to university students. The Private Entities may, at their option, include additional information concerning its experience in maintaining productive ongoing relationships with universities.
4.2.3 **Capital Improvements**

Teams must demonstrate their ability to efficiently undertake required capital improvements to the Project during the term of the proposed ground lease and/or concession agreement.

4.3 **Financial Capability**

Proposing Private Entities must demonstrate their financial capacity to complete and maintain the Project facilities over the term of the agreement.

To demonstrate their financial strength and evidence that funding can be provided, proposing Private Entities must provide copies of audited financial statements for the past three years together with any other relevant financial information. If audited financial statements cannot be provided, proposing Private Entities should provide enough financial information to demonstrate that they have the financial resources to successfully execute a project of this nature and scope. Except as required by applicable law, materials marked as proprietary or confidential will be considered as such.

Proposing private entities must provide specific evidence that they have available the appropriate financial resources to complete all aspects of the Project, or demonstrate their capability to raise financing for a project of this nature and scope.

Factors that will be assessed, in addition to the requested financial audited statements, include:

a. Available financial resources;

b. Capability of raising debt and equity in the current capital market;

c. The number and size of past relevant university transactions; and

d. Specific experiences on past relevant university transactions.

**Note:** The University will not approve any financing proposal which the University believes in its sole discretion will result in the selected Private Entity’s project structure adversely affecting the University’s credit profile or credit ratings by any national rating agency currently rating University debt.

4.4 **Relevant Experience / References**

Provide a list, in order of relevance to the University’s planned project, of at least four (4) recent comparable mixed-use housing projects, located on university campuses and/or peer institutions, in which the proposing Private Entities have participated, preferably that were developed within the past five (5) years.

Private Entities should specify how each of these comparable mixed-use housing projects, of at least 400 beds, relates to the proposed Project outlined in this ITN. Include information on the proposing Private Entities’ role, the size of the project, and which proposing Private Entity’s key personnel worked on the project. Evidence should include brief project descriptions, a statement regarding the duration of your financial and operational involvement with each such project.
following completion; and the name, address, and telephone number of a primary contact with knowledge of the project. Project examples should include capital budget information and number of beds to allow comparison of the cost of various levels of student housing quality.

Relevant projects will demonstrate an ability to design, construct and finance the project while maintaining a long-term relationship with the institution. Project examples should demonstrate familiarity with on-campus student housing mixed-use development. Private Entities should demonstrate that their role in the project added substantive value to the institution. Examples should also include the project’s performance and any other factual indications of success (e.g. facility operating standards, housing occupancy, operating performance, lifecycle management, alignment with financial requirements, etc.). Except as required by applicable law, materials marked as proprietary or confidential will be considered as such.

4.5 **Approach**

Realizing that the project approach will start to be solidified during the ITN Phase II negotiation phase with the successful Private Entity, please include a description of the anticipated project approach. Discuss how you will advance the Project’s requirements, build on work completed to date, or otherwise add distinctive value to the University.

Include a possible Project schedule depicting key milestones, durations, and dependencies tied to a delivery date of July 1, 2019.

4.6 **Required Submittals**

**Note:** It is your sole responsibility to submit information in fulfillment of the requirements of this ITN. If pertinent information or required submittals are not included within your proposal, it may cause your proposal to be rejected or have an adverse impact on evaluation.

4.7 **Quantity of Proposals**

Please submit hard copies of one (1) original, eight (8) copies and one (1) electronic copy on a thumb/flash drive for the Phase I portion of your proposal. The hard copies should be submitted on 8.5” x 11” sized paper to make printing feasible as needed by the University and should not exceed 40 single sided pages, including pictures, charts, graphs, tables, and text that the Private Entities deem appropriate to be part of the review of the response.

Resumes of key personnel should be appended to the end of your response. Resumes of key personnel along with the cover letter, table of contents, front and back covers, required forms and blank section/numerical dividers, etc. will not be counted in the 40-page limit. No supplemental information to the 40-page ITN proposal will be allowed.

The original should contain an original signature of an officer of the Private Entity or Private Entities with authority to commit the firm(s). As noted above, Proposal contents should be
presented in the same order as the requirements listed in Section 4 – Submittal Requirements of this ITN.

4.8 Submission Instructions

Submittals for Phase I of the ITN must be delivered to the University procurement representative at the address shown below no later than 3:00 pm EST, on November 17, 2016 to be considered for the project.

George Cotter
Interim Director Purchasing Services
University of South Florida
4202 E. Fowler Avenue SVC 1073
Tampa, Florida 33620-9000
gcotter@usf.edu

Any questions concerning this ITN should be directed in writing to George Cotter, Interim Director Purchasing Services (gcotter@usf.edu). Questions for Phase I must be received by October 7, 2016.

Interested Parties should not contact any other officials of the University, its Student Housing program, or advisors of the University with regard to this opportunity.

Interested Parties are advised that unauthorized contacts with officials, related parties or advisors of the University may result in elimination of an Interested Party from this ITN process.

Addenda.

Any addenda or instructions issued by the University prior to the time for receiving proposals shall become a part of this proposal. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum. The University is under no obligation to contact Private Entities for clarification but reserves the right to do so.

Selection Protests.

Any respondent to this ITN who claims to have been adversely affected or aggrieved by the selection of a competing respondent shall have three business days after notification of that selection to submit a written protest of the selection to George Cotter at the address or email listed in this document.

Disclaimer.

The University reserves the right to request additional information, or clarifications of material submitted by your firm during the ITN selection process.
Any representations or statements made within this ITN shall not be considered a contractual obligation by the University and your team entities shall not be entitled to rely upon them. The University reserves the right to reject any and all submittals and to identify and select the firm which the University, in its sole and absolute discretion, deems most qualified.

The respondents shall be solely and totally responsible for all costs associated with responding to this ITN, and the University accepts no responsibility with regard thereto. Submissions will become the property of the University.

5. **EXHIBITS**

5.1 **EXHIBIT - SITE**

The site is located on the campus and within the boundary of the existing Campus Development Agreement. Located on the square bounded by 5th Avenue, 6th Avenue, 3rd Street, and 4th Street, the site includes approximately two acres located south of the Recreation Field. It currently serves as green space and a surface parking lot. The northern boundary of the site is the southern edge of the field, the eastern boundary of the site is 3rd Street, the southern boundary of the site is 6th Avenue, and the western boundary of the site is 4th Street. The location of the site can be seen below:

![Map of Site](image)

The following information on the site can be found by downloading the zip file [here](#):

- Partial Topographic Survey
- Phase I Environmental Site Assessment
- Phase II Environmental Site Assessment
- Geotechnical Report
- Geotechnical Groundwater Analytical Summary

The partial topographic survey is incomplete and a completed topographic survey will be provided to all shortlisted firms.

5.2 EXHIBIT - UNIVERSITY BUILDING CODES, STANDARDS AND REGULATIONS

Codes, Permits, and Standards Generally Required for USF Construction and Maintenance Operations

The Architect/Engineer shall ensure that the Contract Documents comply with all applicable codes, regulations, and orders in effect at the time of permitting. The Architect/Engineer shall submit a list of codes to which the Project is subject, to the University with the Schematic Design submittal. All reference to codes herein shall mean the latest editions adopted through legislation or state rule-making for use in state-owner/leased buildings (including, but not limited to Florida Statues sections 471, 481 and 553).

The Architect/Engineer shall confer with the University Project Manager to determine those permits to which the Project is subject. Required permits include those necessary for the design as well as those needed by the Contractor for actual construction work.

The Architect/Engineer shall determine the requirements of each permit, confer with the appropriate officials, and submit all required information necessary to obtain approvals by the agencies having jurisdiction over the Project. The Architect/Engineer shall ensure that the design and contract documents and additional information provided are capable of obtaining all required approvals and permits in a timely manner.

The Architect/Engineer shall use the following codes (where code requirements conflict, the USF Office of Facilities Planning shall resolve any disputes of code application).

Building Codes: The Florida Building Code in effect at time of building permitting.

Relocation of an existing utility shed and surrounding fencing will require Building Permits through the USF Building Code Administrator.

Fire Prevention and Life Safety:


Federal (EPA):
• National Pollution Discharge Elimination System (NPDES), Phase II MS4 Permit for Storm Water Pollutant Abatement/Discharge - Notice and coverage under the State’s General Permit submitted to the FDEP.
• Air Emissions Permit for Central Plant Boilers are not needed as the campus is not served by central boilers.

FDEP:
• Permit for Water System Improvements/Alterations – Applications submitted to the City of St. Petersburg and Pinellas Co. Health Dept. (PCDOH).
• Permit for Sanitary System Improvements/Alterations – Applications submitted to the City of St. Petersburg and Pinellas Co. Environmental Protection Commission (PCEPC).
• Permit for Fuel Containment Vessels greater than 500 gals – Not applicable
• Permit for Industrial Waste Discharge (IWP) – Permit for any Chiller Plant cooling tower discharges going into the storm water system – Not applicable
• Notice of Demolition or Asbestos Renovation – if required, administered by the local Agency PCEPC – Not applicable

SWFWMD:
• Permit for Storm Water Management and Pollutant Abatement – Applications submitted to the Southwest Florida Water Management District, Tampa Office.
• WUP – Water Use Permit. This is included as part of the Campus Development Agreement (CDA) with the City of St. Petersburg.

City of St. Petersburg:
• Commitments of Service for City of St. Petersburg Water – Application submitted to the City Water Dept. only when water will be served by them to a USFSP project. This is included as part of the Campus Development Agreement with the City.
• Commitments of Service for City of St. Petersburg Sewer – Application submitted to the City Sewer Dept. for all new building services on the USFSP Campus. This is included as part of the Campus Development Agreement with the City.

Pinellas County:
• Right-of-Way Use Permit – Application submitted to the Right-of-Way Dept. for any work required to be done in the Right-of-Way of 3rd St. S., 4th St. S., 5th Ave. S. and 6th Ave. S.

Note: Permits listed above are not the specific names of the permits but are identified by the issue they address.

University:
• USF Policies
• USFSP Master Plan Design Guidelines
• USF Division of Information Technology Standards and USFSP IT Standards
• USFSP Parking & Transportation Services
• All shortlisted firms will have access to all University building code standards and regulations

Other:
• Applicable Federal Regulations, FAA and Albert Whitted Airport regulations
• Florida Statutes
• Archeological permit and Survey
• Board of Governors Regulations
• LEED Gold Certification
• Federal Fair Housing Accessibility Guidelines
• Others as applicable

5.3 **EXHIBIT – PROJECT INFRASTRUCTURE**

The net proposed growth is within the University’s Water Use Permit. For future phases that go beyond this, USFSP must absorb this additional impact and still meet the needs of the future campus population. This is addressed in the Campus Development Agreement with the City. The capacity refers to that of generation and delivery systems of, electrical, potable water, storm and sanitary sewers. University approval will be required for design of systems and selection of materials.

There are a number of infrastructure systems which the institution operates across the environment, including those enumerated below. Respondents should plan, design, and build for the continued operation of these infrastructure systems by USFSP. Systems which have not been specifically mentioned include (but are not limited to) the building access control system, energy management systems, security camera systems, and security alarm systems. Buildings must be provided with infrastructure systems which are of the same type as already exist in order for the institution to continue consistent operations. Respondents are responsible for ensuring consistent and compatible infrastructure management systems are in place and reviewed and coordinated with the University organizations which have responsibility for each system.

**Project Utilities:**

**ELECTRICAL:** Duke Energy Florida currently provides both primary and secondary metered service to all buildings on campus.

**HOT/CHILLED WATER:** There is currently insufficient capacity for this Project. Therefore, four (4) options are available to the respondents. Option 1 includes a variable refrigerant flow (VRF) air-conditioning system integral to the building. Option 2 includes a new plant with chilled water capacity near the project. Option 3 expands SEP for chilled water to serve this site. Each plant would require additional capacity and/or distribution piping in order to meet the facility demand.

**STORMWATER:** The Building will need to be elevated per City of St. Petersburg requirements. New storm water piping to convey water from the area will be needed and onsite retention pond(s) may be required to manage the flow and provide flood protection.
POTABLE WATER: Existing lines will have to be relocated, and extended and sized appropriately, will be needed for the combined potable demand and fire flow requirements.

SANITARY: New sanitary lines will be needed to tie into the City’s sanitary mains.

TELECOMMUNICATIONS/DATA: The site has in place extensive in-ground infrastructure including manholes, conduit, copper cable and fiber optic cable. Once a site plan is determined, an assessment of the current infrastructure will need to occur to determine what modifications and additions will be needed to support the Project. Rerouted and new cable will be required to provide services to the area buildings.

5.4 **EXHIBIT – PROJECT INFORMATION TECHNOLOGY REQUIREMENTS**

This section is intended to outline the USFSP technology services expected for the residents and administration of the Project.

**USFSP Technology Support**

The St. Petersburg Regional Data Center (“SPRDAC”) at USFSP will provide the systems support noted and outlined in this section. This is in order to provide the delivery of a unified, seamless, comprehensive on-campus Housing information technology experience.

The following services will be provided by SPRDAC:

**Internet Connectivity:** Internet connectivity will be provided by SPRDAC to ensure the most seamless service to the end users (residents). A proportionate amount of service for the Project will be funded by the Private Entity. All costs for the design, construction and connectivity to the existing USFSP backbone will be the responsibility of the Private Entity.

**Wired Local Area Network:** Wired data network connections must be provided to support classrooms, digital information displays, residence rooms (2 per bed), wireless access points and common areas. While many students use the wireless network for their activities, the wired network is necessary for applications that require higher, consistent network bandwidth. Many current students connect their game consoles, TV’s, and other entertainment devices to the wired network as well as those with desktop computers.

In the construction of the Project, there must be accommodation for environmentally controlled dedicated wiring closets. These closets are the termination points for the data network connections out to the room and the location for emergency power circuits, network equipment, VOIP equipment, rack based UPS power, video surveillance servers and building access control nodes. Wiring closets need to be located so that no wiring run (from the jack to the termination in the closet) is longer than 100 meters. The cabling must be installed in compliance with USFSP wiring specifications. It is required that the cabling and associated jacks and cross-connect panels be installed by one of USF System pre-qualified contractors under the oversight of SPRDAC. This insures a quality installation and one that will be supported by SPRDAC. All costs for the design, construction and buildout of the wiring closets to USFSP specifications will be the responsibility of the Private Entity.
The Cisco physical network switch equipment, Liebert UPS units, configuration and installation for each building will be funded by the private entity during the initial construction. Equipment specifications and estimates for the cost of this equipment will be provided by SPRDAC when building plans are developed to the completion stage where data jack and wireless access points are identified. Installation and configuration of the physical network switch equipment will be conducted by SPRDAC in order for it to be supported by SPRDAC network operations. All costs for design, programming, implementation and maintenance will be the responsibility of the Private Entity.

This Cisco equipment will need to be upgraded / replaced periodically. USFSP will expect an appropriate replacement/upgrade schedule (no less than every 8 years). SPRDAC will consult with the Private Entity at the time of replacement to develop a cost estimate and for equipment specifications. Installation of replacement equipment will be conducted by SPRDAC in order for it to support USFSP network operations with the Private Entity being responsible for payment.

**Wireless Networks:** Wireless authentication access will be provided by the USF system to provide seamless coverage to the end users. In the building design process, SPRDAC will provide specifications to the Private Entity for the design of the wireless network in order to provide the proper coverage and capacity. The wireless infrastructure will consist of Cisco wireless access points, cabling, and network switch connections. Infrastructure funding and replacement of the Cisco wireless access points at least every five years, will be funded by the Private Entity. Installation of the wireless equipment will be conducted by the Private Entity under the direction of SPRDAC.

Additionally, SPRDAC will continue to manage the Cisco wireless controllers that support the Project’s wireless installation, which are tightly integrated into the USF system wireless network infrastructure. A portion of SPRDAC’s cost for running this infrastructure will be assessed and funded by the Private Entity for the Project’s wireless network.

**Firewall:** A proportionate amount of the firewall services for the Project will be funded by the Private Entity.

**Voice Telephone Services:** Locations for telephones or telephone like devices (fax machines, for example) will be identified during the design process as part of construction standards. Each location will need cabling installed for connection back to the wiring closet as well as the appropriate jacks. USFSP cabling specifications must be followed in order for the system to be supported. USFSP will use pre-qualified cable installers who, as with the wired and wireless networks, will install the cabling with USF oversight. The Private Entity will be responsible for costs associated with telephone service and equipment and ongoing maintenance.

**Video Surveillance:** The Project will deliver Video Surveillance in a manner consistent with the other residential buildings at USFSP. At the present time USFSP has a campus IP camera standard of Sony and uses custom configured Dell servers with ExacqVision. USFSP will expect an appropriate replacement/upgrade schedule (no less than every 8 years). All costs for the design, construction, configuration and connectivity to the existing USFSP infrastructure will be
the responsibility of the Private Entity. Ongoing maintenance will be the responsibility of the Private Entity.

**Generator:** The Project will deliver a Kohler natural gas generator with dedicated MPAC 1500 Transfer switch for life safety and a separate dedicated (50kva) MPAC 1500 Transfer switch for wiring closet electronic infrastructure. The requirement is consistent with the other residential buildings at USFSP. Three 20 amp emergency circuits in the MDF and dual 20 amp emergency circuits in IDF's are required. All costs for the design, construction, configuration and connectivity to the existing USFSP infrastructure will be the responsibility of the Private Entity. Ongoing maintenance will be the responsibility of the Private Entity.

**Building Access Control:** The Project will deliver Building Access Control in a manner consistent with the other residential buildings at USFSP. At the present time, the USFSP standard is Lenel/Casi Rusco running FCWNX. All costs for the design, construction, configuration and connectivity to the existing USFSP infrastructure will be the responsibility of the Private Entity. Ongoing maintenance will be the responsibility of the Private Entity.

**Television:** The Project will deliver television programming in a manner consistent with the other residential units on campus. All costs for the design, construction and connectivity to the existing USFSP infrastructure will be the responsibility of the Private Entity. Recurring monthly expenses will be the responsibility of the Private Entity.

**Audio/Visual Services:** USFSP will consult on educational and other AV needs in the Project to ensure standards are implemented where possible offering faculty and students a seamless teaching and learning classroom experience.

**Summary**

Provision of technology services for USFSP Housing & Residential Education Department is best served through utilization of USFSP technology systems and services. Following the precedent of the current model, any Project arrangement needs to follow the same model for provision of equipment, payment of services provided by USFSP, as well as provision of upgrades and replacement of equipment.

6. **SPECIAL CONDITIONS**

**Attention Private Entity:** Any Private Entities who received this ITN from the USF Purchasing Services Department or Private Entities who have downloaded this ITN from the USF Purchasing Services web site [http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx](http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx) are solely responsible to check the USF Purchasing web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

1. **OPENING NOTE TO PRIVATE ENTITIES**

Private Entity’s response to this **Invitation to Negotiate** shall be delivered to **Purchasing**
Services, University of South Florida, 4202 East Fowler Avenue SVC 1073, Tampa, Florida 33620-9000, no later than 3:00 P.M. on November 17, 2016 according to the official time stamp clock located in the University’s Purchasing Services Department. No other time-keeping source will be considered for this purpose. The University shall not extend or waive this time requirement for any reason whatsoever. Responses to the ITN that arrive after 3:00 P.M. on November 17, 2016 will be rejected in the University’s sole discretion. These proposals will be returned unopened to the Private Entity. Proposals and/or amendments will not be accepted at any time via fax or e-mail. At 3:00 P.M. on November 17, 2016, all timely ITN Proposals received will be opened and receipt of documents recorded.

If the Private Entity elects to mail/ship its ITN Proposal package, the Private Entity must allow sufficient time to ensure the University’s proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Private Entity to ensure that the ITN Proposal package arrives at the University’s Purchasing Department no later than 3:00 P.M. on November 17, 2016.

ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

ITN Proposals must be delivered in sealed envelopes/packages clearly marked: ITN Proposal No. 17-06-GC.

All proposals submitted must include on our standard Invitation to Negotiate Form signed. The form is found on Page 2.

2. EVENT SCHEDULE

Dates are subject to change

<table>
<thead>
<tr>
<th>PHASE I EVENTS</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of ITN</td>
<td>Monday, October 24, 2016</td>
</tr>
<tr>
<td>Deadline for questions</td>
<td>Thursday, November 3, 2016</td>
</tr>
<tr>
<td>Response Addendum posted</td>
<td>Monday, November 7, 2016</td>
</tr>
<tr>
<td>Phase I - ITN responses due</td>
<td>Thursday, November 17, 2016</td>
</tr>
<tr>
<td>ITN Qualified Proposers (i.e. shortlist) Posted</td>
<td>Tuesday, December 6, 2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PHASE II PROJECTED SCHEDULE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITN documents issued to Qualified Proposers</td>
<td>Tuesday, December 13, 2016</td>
</tr>
<tr>
<td>Qualified Proposers meeting</td>
<td>Thursday, January 5, 2017</td>
</tr>
<tr>
<td>Phase II - ITN responses due</td>
<td>Thursday, February 9, 2017</td>
</tr>
</tbody>
</table>
Proposal Evaluation | Friday, February 10, 2017 – Monday, February 27, 2017
---|---
Campus Interviews (at USF Option) | Tuesday, February 21 – Thursday, February 23, 2017
Finalists Selected/Posted | Tuesday, March 7, 2017

3. **INQUIRIES**

The University will not give verbal answers to inquiries regarding negotiation considerations or verbal instructions prior to or after the selection process of this ITN. A verbal statement regarding same by any person shall be **non-binding**. The University is not liable for any cost incurred by the Private Entity in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Private Entity accepting verbal direction. All University changes to the ITN terms or specifications, if necessary, shall be made by the University by written addendum to the Invitation to Negotiate and distributed electronically by e-mail and posted on the Purchasing web site only.

Note: Private Entities are responsible to insure that the University has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda via e-mail.

4. **QUESTIONS ABOUT ITN - POINTS OF CONTACT**

**ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY 5:00 P.M. NOVEMBER 3, 2016.**

Any questions concerning this Invitation to Negotiate should be directed to George Cotter, Interim Director Purchasing Services via e-mail at gcotter@usf.edu. Phone: (813) 974-3340.

5. **RESPONSE TO PRIVATE ENTITY QUESTIONS**

Responses to all Private Entity questions received prior to 5:00pm on November 3, 2016 will be addressed via an Addendum by 5:00pm on November 7, 2016.

6. **ADDENDA**

Purchasing Services may issue written addenda prior to the proposal opening date, supplementing, modifying or interpreting any portion of this Invitation to Negotiate. No verbal or written information from any source other than the Purchasing Services addenda is authorized as representing the University.

**Private Entity’s failure to return any and all addenda may result in disqualification of that Private Entity’s Invitation to Negotiate.**
PLEASE NOTE: It is solely the Private Entity’s responsibility to check the USF Purchasing Web site at http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx, forty-eight (48) hours before the closing time of this proposal to verify that the Private Entities have received any addenda that may have been issued.

7. MEETINGS

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing Services Department located at 4202 E Fowler Avenue SVC 1073, Tampa, FL 33620 and posted electronically on the USF Purchasing Bid website five (5) business days prior to the meeting. For the purpose of this ITN, meeting notices will be Noticed (posted) by e-mail to the ITN Private Entity list.

8. PARKING

Parking permits are required 24 hours a day, 7 days a week to park at USF in both St. Petersburg and Tampa for any company vehicles and/or individual vehicles that will be parked on campus. This applies to all vehicles used for an extended period of time (over 3 days or on a recurring basis). Parking rules and regulations must be observed by all drivers. For more information please visit the web sites for parking services:

USF St. Petersburg: http://www.usfsp.edu/administrative-and-financial-services/parking-transportation/

USF Tampa: http://www.usf.edu/administrative-services/parking/index.aspx

9. AWARD

Proposals will be evaluated based on the requirements set forth in this Invitation to Negotiate. The University reserves the right to reject any or all proposals.

Private Entities may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required service(s).

The award shall be made by the University to the most responsive and responsible Private Entity whose final proposal is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate.

10. PROPOSAL TABULATION

Proposal tabulation will be available after award and will be posted on the Purchasing website. The proposal tabulation is an accounting of initial proposal information received relative to requested information and may not include price information. Proposal results will not be given out over the telephone.
11. **THE INVITATION TO NEGOTIATE PROCESS**

The ITN process is a flexible procurement process that is used when highly specialized and or variable services or products are required. Negotiations offer an opportunity for selected Private Entity(ies) to discuss their responses with an evaluation committee. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the University. Only representatives of the participating Private Entity who are authorized to negotiate and make agreements shall be involved in negotiations.

12. **EVALUATION CRITERIA**

Evaluation to qualify potential Private Entities will be based on qualification requirements identified in the Section 3.2.1 and submitted per Section 4 – Submittal Requirements. Any information a Private Entity deems essential to the evaluation of the services offered, for which no provision is made in the ITN, should be clearly stated in the proposal. While the University reserves the right to request additional information or clarification from Private Entities at any time in the process, Private Entities should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a clear and easy to understand explanation of the products, services, benefits and prices offered and should include information as to how all specifications will be met.

13. **NEGOTIATION WITH PRIVATE ENTITIES**

To identify Private Entities for negotiations, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The University will compare the proposals according to the evaluation criteria described in SECTION 4 for the purpose of identifying Qualified Proposers.

Private Entities may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Private Entities to discuss their offers and proposals in further detail with the University. Selected Private Entities may be given the opportunity to refresh their initial offers. Refreshed proposals allow Private Entities to match or exceed the offers made by competitors, both as to services and cost. This allows the University to secure services which best meet its needs, at a highly competitive and favorable cost. At the conclusion of this negotiation process, the University may ask selected Private Entities to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. An invitation to submit a best and final offer is not automatic. After this negotiation a final Private Entity(ies) may be selected.

14. **INVITATION TO NEGOTIATE FORM**

All proposals shall be submitted using the University of South Florida Invitation to Negotiate form (see page 2) as a cover to be considered for an award of the proposal. The
form shall be completed in ink or typewritten, signed by an authorized signatory of the Private Entity and returned with the proposal in a sealed envelope. Private Entity is responsible for marking the outside of the sealed envelope with the proposal number and the opening date.

The Invitation to Negotiate form and all related pages are a legal document and cannot be altered by the Private Entity in any way. Any alteration made by a Private Entity may disqualify the proposal and the response may be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented by written addenda to the proposal issued by Purchasing Services.

15. **RIGHT TO NEGOTIATE**

Upon evaluation of the responses, the University has the right to enter into negotiations with one or multiple Private Entities that appear to have submitted proposal(s) that best meet the needs and requirements of the University. Negotiations could include but are not limited to price, scope of services, and the terms and conditions of this ITN.

If for any reason a Private Entity(ies) and the University cannot arrive at a mutual agreement that would result in the issuance of a contract, the University reserves the right to terminate negotiations, to reject the proposal(s), and to continue negotiations with other responsive Private Entities that may lead to the issuance and award of a contract.

16. **PRIVATE ENTITY’S RESPONSIBILITY**

It is understood and the Private Entity hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the Invitation to Negotiate.

17. **PRIVATE ENTITY’S EXPENSE**

All proposals submitted in response to the ITN must be submitted at the sole expense of the Private Entity, whether or not any agreement is signed as a result of this Invitation to Negotiate. Private Entities will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

18. **NUMBER OF PROPOSALS SUBMITTED**

*Private Entity shall submit 9 proposals – one clearly marked as “Original.” Private Entities must also submit one (1) Electronic copy preferably on a thumb/flash drive.* Proposals that do not include all of the requested copies, including electronic copy, may be disqualified at the sole discretion of the University of South Florida.
19. **PROPOSAL REJECTION**

The University shall have the right to reject any or all ITN proposals and in particular to reject an ITN proposal not accompanied by data required by the Invitation to Negotiate or an ITN proposal in any way incomplete or irregular including the omission of pricing information. Conditional ITN proposals may be considered non-responsive.

20. **OPEN COMPETITION**

The University encourages free and open competition among Private Entities. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University’s needs and the accomplishment of a sound economical operation. The Private Entity’s signature on their ITN proposal guarantees that the proposals have been established without collusion with other Private Entities and without effort to preclude the University from obtaining the best possible competitive contract.

21. **ORAL PRESENTATION**

After ITN proposals have been opened, Private Entities submitting ITN proposals may be requested, at the sole option of the University, to make oral presentations or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Private Entity to clarify the proposal. Oral presentations will be recorded. Recorded oral presentations and written clarifications will be affixed to the Private Entity’s ITN proposal and become part of the same as if originally submitted.

22. **MISTAKES**

Private Entities must check their proposals for any errors. Failure to do so will be at the Private Entity’s risk.

In the event a mistake results in the written request of a Private Entity withdrawing any part of the proposal, the Private Entity must withdraw the entire proposal package and the University will not consider that proposal for award of ANY of the subject ITN. This applies to all requests for withdrawal. The only exception to this policy would be a case where the mistake was the result of misinformation unknowingly supplied by the University. In this event, a waiver of policy must be approved by Purchasing Services whose decision shall be final.

23. **RIGHT TO TERMINATE**

In the event any of the provisions of the contract are violated by the successful Private Entities, the University may serve written notice upon Private Entity of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the contract. If the violation does not cease and satisfactory arrangements for correction are not made within ten (10) days after the notice is served upon the Private Entity, the
contract shall cease and terminate. The liability of the Private Entity and/or his surety for any and all such violation(s) shall not be affected by any such termination.

24. **FORCE MAJEURE**

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

25. **FEIN NUMBER**

Private Entities MUST supply their Federal Employee Identification Number or Social Security number upon award.

26. **W-9 (W-8BEN for Foreign Private Entities) FORM**

Awarded Private Entities will be asked to complete and return a USF Substitute W-9 (appropriate W-8 Form for foreign Private Entities).

**NOTE:** The W-9 or W-8 statement must be completed and signed before a contract can be approved.

27. **STANDARDS OF CONDUCT**

It is a breach of ethical standards for any employee of the University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential Private Entity to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

28. **AMERICAN WITH DISABILITIES (ADA)**

The Private Entity awarded this proposal/proposal shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

**NOTE:** If special accommodations are required in order to attend any event or meeting in conjunction with this Invitation to Negotiate, please notify Purchasing Services at (813) 974-2481 at least five (5) working days prior to the scheduled event.
29. **PUBLIC RECORDS**

Sealed proposal responses received by the University pursuant to Invitation to Negotiate are exempt from the provisions of the Florida Statute Chapter 119 until such time as the University provides notice of an intended decision or until thirty (30) days after receipt of best and final offers, whichever is earlier.

Notwithstanding any confidentiality provisions in the Agreement, as an agency or subdivision of the State of Florida, University is subject to Chapter 119, Florida Statutes (“Florida Public Records Act”). As such, the Agreement and all associated materials and information may be considered a “public record.” While University will endeavor not to voluntarily disclose the Agreement or other associated information, it reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of the Agreement or any other information pursuant to a public records request shall not be considered a breach of any confidentiality provisions.

Further, Vendor may be considered a contractor of a public agency as defined in § 119.0701(1)(b), and may be required by law to keep and maintain public records related to its services; provide copies of, or allow inspection of, such public records to the University upon request; and ensure that exempt or confidential and exempt records are not disclosed except as authorized by law. Upon completion of the Agreement or performance of the services, Vendor may transfer all public records related to the services to University, at no cost to University, or may keep such public records in accordance with the applicable state record retention requirements. If Vendor chooses to transfer such records to University, Vendor shall destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

**UNIVERSITY CANNOT PROVIDE LEGAL ADVICE TO VENDOR REGARDING ITS LEGAL DUTIES. HOWEVER, VENDOR MAY CONTACT UNIVERSITY’S CUSTODIAN OF PUBLIC RECORDS AT USFPURCHASING@USF.EDU OR 813-974-2481 IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE VENDOR’S DUTY TO PROVIDE AND MAINTAIN PUBLIC RECORDS RELATING TO THIS AGREEMENT.**

University may unilaterally cancel the Agreement for refusal by Vendor to comply with the provisions of Chapter 119, Florida Statutes.

30. **EQUAL OPPORTUNITY STATEMENT**

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a Private Entity under this agreement, the Private Entity commits to the
following:

A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.

B. If the Private Entity expects to receive $25,000 in Revenues during the first 12 months of this agreement, a complete “Certificate of Non-Segregated Facilities” shall be attached to the bid response. Sample certificate attached.

C. If the Private Entity expects to receive $60,000 in Revenues during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.

D. If the Private Entity expects to receive $60,000 in Revenues during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the Private Entity, subject to review upon request by the user agencies of this agreement.

31. PUBLIC ENTITY CRIMES

Any person or affiliate who has been placed on the convicted Private Entity list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not 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 threshold amount provided in the University Regulation 4.02030(1), for a period of 36 months from the date of being placed on the convicted Private Entity list.

32. LOBBYING

The expenditure of funds from Grants and Aids Appropriations, for the purpose of lobbying the Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated grants and aids.

33. AFFIRMATIVE ACTION

As a condition of this contract, the Private Entity agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.
34. **TAXES**

It is the responsibility of the Private Entity to determine any tax implications of the Project. The State of Florida, and the University, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Private Entity shall pay all personal property taxes on leased equipment and all taxes based upon net income. The Private Entity shall pay all appropriate federal, state or local taxes accruing to the Project or the Private Entity’s interest in the Project.

35. **LICENSES**

In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.

36. **CERTIFICATION**

In accordance with Section 112.3185, Florida Statutes, the Private Entity hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Private Entity shall be grounds for cancellation of this Agreement by the University.

37. **INDEMNIFICATION**

Private Entity agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Governors, the University of South Florida, and the University of South Florida Board of Trustees, a public body corporate, and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of Private Entity and/or Private Entity’s officers, employees, agents and contractors, in connection with this Agreement.

38. **INSURANCE**

a. The Private Entity shall not commence any work in connection with this contract until obtaining, at a minimum, all of the types of insurance enumerated below and having such insurance approved by the University. The Private Entity shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The Private Entity shall furnish the University proof of insurance coverage by certificates of insurance no later than ten (10) days after
Contract award. All required insurance policies shall name the University of South Florida Board of Trustees, State Board of Governors and the State of Florida as additional named insureds.

b. The Private Entity must secure and maintain, during the life of this agreement, Workers’ Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is sublet, the Private Entity shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Private Entity's insurance. Such insurance shall comply fully with the Florida Workers’ Compensation Law. In case any class of employees engaged in work under his contract at the site of the Project is not protected under Workers’ Compensation statute, the Private Entity shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the University, for protection of the employees not otherwise protected.

c. The Private Entity must secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Private Entity and its officers, employees, servants, agents, and University from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Private Entity or by anyone directly or indirectly employed by the Private Entity and the amounts of such insurance shall be for, at a minimum, the amounts as follows:

1. Commercial General Liability
   - Each occurrence $ 1,000,000
   - Each aggregate $ 2,000,000

2. Business Auto Liability Insurance
   - Combined Single limit $ 1,000,000

3. Umbrella or Excess Liability $ 12,000,000

   a. The University is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any Private Entity’s insurance policy. The payment of such deductible is solely the responsibility of the Private Entity obtaining the insurance.

e. The Private Entity must secure and maintain the following during the life of the Agreement for the Design, Construction, and Development of the project:

1. Professional Liability Insurance- $3,000,000
2. Builder’s Risk Insurance- Replacement Value
3. Performance Bonds- Construction Contract Amount
4. Payments Bonds- Construction Contract Amount
5. Exclusions and deductibles to the above requirements are not allowed
39. **RELATIONSHIP OF PARTIES**

   It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners or joint ventures, or any similar relationships between the parties hereto, or as constituting Private Entity as the agent or representative of the University for any purpose in any manner whatsoever. Private Entity is not authorized to bind University to any contracts or other obligations. Private Entity shall not expressly or impliedly represent to any party that Private Entity and University are partners or that Private Entity is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

40. **TECHNOLOGY PROVIDED**

   The University’s expectation is that Private Entities shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.

41. **EQUAL OPPORTUNITY EMPLOYER/MINORITY BUSINESS ENTERPRISE (MBE)**

   As part of the USF Strategic Plan, USF made a commitment to foster a diverse community distinguished by a shared purpose, collaboration, open and timely communication, mutual respect, trust and inclusiveness. USF is an equal opportunity institution, and, as such, strongly encourages the lawful use of certified Minority, Women and Veteran-owned Business Enterprises (MWBE) in the provision of design and construction-related services by providing a fair and equal opportunity to compete for, or to participate in, design and/or construction-related services.

   The selected Private Enterprise Partner (Design/Construction Services Team) will be contractually required to implement a plan for making a good faith effort to use the services or commodities of MWBEs in carrying out its obligations. The plan must include the following at a minimum: (1) scheduling meetings to inform MWBEs of the contracting and subcontracting opportunities; (2) advertising subcontracting opportunities in general circulation, trade associations, or minority-focus media concerning the subcontracting opportunities; (3) providing written notice to a reasonable number of specific MWBEs that their interest in the contract was being solicited in sufficient time to allow the MWBE to participate effectively; (4) breaking down contracts into economically feasible units, where possible, to facilitate MWBE participation; and (5) engaging the services of available minority community organizations, minority contractors’ groups, local, state and federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of MWBE.
42. **CONDITIONS AND PROVISIONS**

USF reserves the right to reject any and all proposals and to waive minor variances from the requirements set forth in this ITN. USF at its sole discretion will select the proposal it deems is in the best interests of USF.

43. **FEDERAL DEBARMENT**

By signing this bid/proposal, the Private Entity certifies, to the best of its knowledge or belief, that the Private Entity and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or have a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three-year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

44. **CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All Private Entities must disclose with their response to this ITN the name of any officer, director, or agent who is also an employee of the University. Further, all Private Entities must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Private Entity's firm or any of its branches.

By submitting a response to this ITN without such information, the Private Entity certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Private Entity shall be grounds for cancellation of the Contract.

45. **NOTICE OF ITN PROTEST BONDING REQUIREMENT**

Pursuant to Florida Board of Governors Regulation 18.003, any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University, shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to 10 percent of the University's estimate of the total volume of the contract or $10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. Failure to
file the proper bond at the time of filing the formal protest will result in a denial of the protest.

46. **PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property**

To the extent that intellectual property of Private Entity will be sold or licensed as a part of the products or services offered, the Private Entity, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the Private Entity.

47. **COMPLIANCE WITH LAWS**

Private Entity shall comply with applicable Federal, State, and local laws and regulations and University Regulations and Policies with respect to its participation in the ITN process. If Private Entity receives an award as a result of the ITN, Private Entity shall continue to comply with the foregoing laws, regulations, and policies.

If Private Entity fails to comply with the requirements of this item, the University, in its sole discretion, may disqualify Private Entity, or, if Private Entity has been awarded a contract pursuant to the ITN, the University, in its sole discretion, may determine that Private Entity is in default.

48. **TERM OF AGREEMENT AND RENEWALS**

To be determined as part of negotiations with the Private Entity.

49. **AVAILABILITY OF FUNDS**

The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature
7. **REQUIRED FORMS** (remainder of page intentionally blank)
CERTIFICATE OF NON-SEGREGATED FACILITIES

We, ______________________________, certify to the University of South 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 at any location, 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, health and wellness 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 identical 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-contract or 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.

________________________________________
(NAME OF COMPANY)

SIGNATURE: _______________________________

TITLE: _________________________________

DATE: __________________________________
SUBPART D - 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 he 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 Workers’ 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 Private Entity. The contractor will take such action with respect to any subcontract or purchase order as 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 Private Entity 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 regulations published by the U.S. Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11701 and Section 503 of the Vocational Rehabilitation Act of 1973, which are incorporated in this certificate by reference.
Private Entity’s Affirmation and Declaration

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgments, personally appeared

Affiant's Name

who, after being duly cautioned and sworn (or who is unsworn if that be the case) and being fully aware of the penalties of perjury, does hereby state and declare, on his own behalf or on behalf of a partnership or corporation, whoever or whichever is the Private Entity in the matter at hand, as follows:

1. That the Private Entity, if an individual, is of lawful age; or

2. That if:
   a. The Private Entity is a partnership or a corporation, it has been formed legally;
   b. The Private Entity is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
   c. The Private Entity is a corporation incorporated under the law of a state other than Florida; it is duly authorized to do business in the State of Florida.

3. That if the Private Entity is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.

4. That the Private Entity has not submitted a rigged bid, nor engaged in collusive bidding or collusive bidding arrangements or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Private Entity is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].

5. That the Private Entity is not in arrears to any agency in the State of Florida upon debt or contract and is not a defaulter, as surety or otherwise upon any obligation to any agency of the State of Florida.

6. That no officer or employee of the University of South Florida, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between the University of South Florida and this Private Entity or awarded to this Private Entity; nor shall any University officer or employee have any financial interest in assisting the Private Entity to obtain, or in any other way effecting, the award of this contract or obligation to this Private Entity.

7. That, by submitting this bid, the Private Entity certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.

Further Private Entity Sayeth Not.

Private Entity: Complete the Acknowledgment on the following page.
Private Entity's Affirmation and Declaration - Continued

We the undersigned, as a Private Entity, hereby declare that we have carefully read this Invitation to Bid or Request for Proposal and its accompanying provisions, terms and conditions concerning the equipment, materials, supplies and/or services as called for, the technical specifications along with any applicable drawings, attended all applicable pre-bid or pre-proposal conference along with visual inspections, and with the full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, F.O.B. University of South Florida location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

***See Bid Proposal Herein***

| Firm Name: |______________________________________________________________________________|
| Type of Organization: | [ ] Individual [ ] Small Business [ ] Non-Profit [ ] Partnership [ ] Corporation [ ] Joint Venture |
| Business is licensed, permitted or certified to do business in the State of Florida: | [ ] Yes [ ] No |
| E-Mail Address: |_________________________________________________________________________|
| Division of Management Services SPURS License No.: |_________________________________________|
| State of Florida Corporation ID No. (from Secretary of State): |_________________________________________|
| State of Florida Fictitious Name Reg. No. (from Secretary of State): |_________________________________________|
| State of Florida Contractor’s License No. (from DPR): |_________________________________________|
| Name Contractor’s License is under: |_________________________________________|
| FEID No. |_____________________________| County of |_________________________________________|
| Representative’s Name: |_________________________________________________________________________|
| Authorized Representative’s Title: |_________________________________________|
| Address: |_________________________________________________________________________|
| City: |_________________________________________| State: |___________| Zip Code: |__________|
| Telephone No. |_________________________________________| Fax No. |_____________________________|

The foregoing instrument was acknowledged before me this the _______ day of ________________, 2010, by __________________ who is personally known to me or who has produced identification and who did (did not) take an oath.

Signature of Notary Public | Authorized Signature of Affiant

Notary Public
State of |_________________________________________
My Commission Expires: |_________________________________________

Printed, typed or stamped | Printed, typed or stamped
Commissioned Name of Notary Public | Name of Affiant
DIRECTIONS TO BID OPENING AT
USF PURCHASING SERVICES (INCLUDING P-CARD)

4202 E. Fowler Avenue, SVC 1073
Tampa, FL 33620
(813) 974-2481

1. Enter at the University’s main entrance off of Fowler Avenue.
   
   We suggest that you either stop at the Campus Information Center or the parking permit dispensers in the Collins Blvd. parking garage, to obtain a Daily parking permit prior to visiting Purchasing Services.

2. The USF Campus Information Center (building on your right that looks like a drive-through bank) is available for daily parking permit purchases for $5.00 plus tax (permit prices subject to change without notice; contact Parking Services at (813) 974-4607 for updated pricing information). NOTE: Parking permits are required in all non-metered spaces. Parking lots are monitored 24/7 and vehicles that are parked illegally will receive a citation.

3. Upon leaving the Campus Information Center, turn right onto Leroy Collins Boulevard proceed straight through the first signal light which is Alumni Drive, and get into the right-hand turn lane.

4. Turn right at USF Mango Drive.

5. Proceed to Collins Blvd. Parking Facility (GBG).

6. Collins Blvd. Parking Facility has a parking pay station located on the street level entrance at the north-west corner of the garage. The Purchasing offices are located in the SVC Building, which is directly north and next door to the Collins Blvd. Garage.

7. Once parked, walk in a northerly direction (orient by parking pay station) to the connector bridge (SVC Bldg. should be visible)

8. Take elevator in SVC Bldg. to 1st floor and look left getting off the elevator for Purchasing Services area (in the 1072 suite area).

9. NOTE: You may request a Campus Map at the Campus Information Center.

   Note: A campus Map showing the location of the Campus Information Center, the Collins Blvd. Garage and the SVC building is included with these instructions. Do not forget to obtain a parking permit from either the Campus Information Center or the garage parking meter prior to visiting Purchasing Services.