The University of South Florida St Petersburg is requesting proposals from qualified firms interested in the University of South Florida St Petersburg Invitation to Negotiate Custodial Services for USFSP, as further specified herein. **Proposals are due on February 12, 2016 at 3:00pm.**

If you are interested in submitting a proposal, please note that there is a **Mandatory** Pre-Proposal Conference that will be held Friday, January 22, 2016 at 9:30 A.M. in the USFSP University Student Center (USC) - Ballroom #3. Any questions concerning this Invitation to Negotiate should be directed to Bill Benjamin, Manager of Purchasing Services: [benjamin@usfsp.edu](mailto:benjamin@usfsp.edu)

University of South Florida St Petersburg
Purchasing Services
140 Seventh Avenue South, FTF 209
St Petersburg, Florida 33701-5016
usfweb.usf.edu/purchasing/purch2.htm
INVITATION TO NEGOTIATE
Competitive Solicitation
Acknowledgement Form

<table>
<thead>
<tr>
<th>ITN No: 16-03-SP</th>
<th>Title: ITN-16-03-SP Custodial Services for USFSP</th>
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<tbody>
<tr>
<td>Date of Issue: 1/11/16</td>
<td>Proposal Due Date and Time: 2/12/16 at 3:00pm</td>
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</table>

**ITN Point of Contact**

| Name: William “Bill” Benjamin | Email: benjamin@usfsp.edu |

**Vendor Information**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Reason for no offer:</th>
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<th>Mailing Address:</th>
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<td>City, State, Zip Code:</td>
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**Posting of Competitive Solicitation Tabulations**

Proposal tabulations with intended award(s) will be posted for review by interested parties at Purchasing Services and our solicitation web page and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Florida Board of Governors Regulation 18.002 and USF Regulation USF4.02090, or failure to post the bond or other security as required in Florida Board of Governors Regulation 18.003 and USF Regulation USF4.02050, shall constitute a waiver of proceedings under that regulation.

**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 Antitrust 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
Section I: Specifications:

USFSP is in no way bound to accept the lowest proposal and may reject any or all proposals received, at its sole discretion. USFSP reserves the right to choose one vendor or no vendors. USFSP reserves the right to consider factors other than price in determining whether to accept or reject a proposal. USFSP also reserves the right to negotiate the terms and conditions with selected vendors, at its sole discretion.

USFSP reserves the future right to amend the contract to include additional services that are offered by the Bidder on an as-needed basis throughout the term of the contract which will be for three (3) years initially with a potential three (3) year renewal. The proposal shall reflect all costs of services provided including all delivery, handling, taxes, etc. The final selection of bidders will be based upon the proposals, resources, interviews, and references.

USFSP will not pay any costs that any potential Contractor may incur in the preparation of the proposal. All costs associated with the preparation of this proposal shall be borne solely by the potential Contractor.

Objectives

Account Management
To select a partner who can provide a high level of quality and customer satisfaction, by providing effective cleaning and support solutions. The importance of a designated, qualified account representative and management support will be a key element to our selection process.

Competitive Costs
It is our responsibility to ensure that we have secured a contract that is competitive and is reflective of current market conditions.

Financial and Operational Reporting
Efficient administration will be achieved by providing timely and useful performance and operational reports.

Alternative Operational Recommendations
This ITN will enable prospective vendors to review the current Housekeeping operations and make recommendations on alternative processes to enhance operations. Please submit this proposal based on our requirements. Any alternate recommendations must be included as a separate document. If submitted please mark as “Alternate Recommendations.”

Staffing Development
• Detail the key staff from your company that you propose to support this account. Please include resumes and provide an organizational chart of the corporate support structure.
• Provide an organizational chart to support your alternative pricing model.
• Provide recruitment policy along with how your company creates “bench strength” within your organization.
• Outline your company’s employee benefits program as it relates to medical insurance. Items to be included are provider name, plan information and employee/employer percentage and cost split as applicable for both family and single plans. Describe, in detail, the following:
  • Employee training and licensing programs
  • Employee incentive programs
  • Company policy around background checks for employees and confirmation of US citizenship.
  • Performance review process

Quality Programs – Describe the following in detail:
• Your program as it relates to building inspections, tours and rounds. Include how you would verify and measure quality, performance and process improvements.
• Your company’s method of obtaining continuous information about best practices and their adoption on accounts.
• Your company’s technology platform as it pertains to best of class equipment and chemicals.
Call Center Opportunities
• Does your company offer call center backup services? If so, please describe in detail hours of operation, response times, etc.

Disaster Recovery
• Describe your company’s disaster recovery plan as it may apply to this account.

After Hours Cleaning – Describe an after-hours plan for clean-up for such things as overflowed toilet or student who has stomach virus.

Alternative Account Solutions – Describe any savings opportunities that correlate with your company’s alternative pricing and organizational model.

Accounting & Billing – Provide a sample invoice and a description of your billing process and technology systems. Note that all invoices for monthly recurring services and any additional services must be submitted within 30 days of service to the address identified in the final contract. Each area: Wellness Center (SLC), University Student Center (USC), and Residence Hall One (RHO), will be invoiced separately each month.

Describe, in detail, the following:
• Are you able to accept electronic payments?
• Provide information on who will manage billing issues and how any billing discrepancies are handled. What assurances are you able to provide to ensure that service is not interrupted during a billing dispute?
• Describe how your company would ensure that USFSP has full transparency into financial accountability. Please describe who would be responsible for variance reporting, invoice management, fee management, etc.
• Describe in detail your company’s technology platform to support accurate financial reporting, invoices, etc.
• Describe how your company will manage employee labor and labor tracking.

Reporting – Describe your company’s process to ensure delivery of comprehensive, standard operational (monthly, quarterly and annually), financial, variance and engineering reports. In your detail, provide examples of the reports you make reference to.

Added Value - Outline any areas of added value your company has to offer USFSP. Indicate any other service line your company offers that may be of benefit.

Staffing Specifications
The University desires to utilize a contractor that will staff this project with full-time employees, not temporary or part-time employees. The intention is to find high quality staff that are highly motivated and enjoy working within the university and student life environment.

Each contractor is allowed to pay its employees as much as they see fit but the University has established a “floor” consistent with other university staff in similar positions. Each potential vendor must pay its employees on this project at least this hourly amount. This floor is $10.33 per hour.

The University has the need for both day time and evening staff, as outlined below. The vendor may make additional staff proposals in addition to:

• 3 full time housekeepers in RHO and 3 full time housekeepers in USC. This work will primarily consist of policing the high traffic areas like entrances and restrooms and cleaning after meetings in conference rooms or common area. Level Two APPA cleaning standard is required.
• 1 part-time housekeeper in the Wellness Center will work on the evening shift executing the specified tasks and frequencies included in this specification. Level One APPA cleaning standard is required.
NOTE: Construction of new buildings in the future may require additional housekeeping services. This may result in an amendment to the contract.

Staff Pricing is to be submitted in the following outlined format

1. Annual salary for each position with cost of associated benefits package.
2. Cost of contract management overhead with detailed line items.
3. Stated profit based amount and % based on pass-through cost of contracted staff.
4. Stated hourly rates for overtime.
5. Stated rates for additional staff as requested for special events, semester room turnovers, etc.
6. Other contract costs clearly explained or alternative costing schedules presented.
7. Vendor will be responsible for providing all green cleaning supplies and equipment, including chemical supplies and paper items.

The University may request change of staff within thirty (30) days and may impose a thirty (30) day review period for new staff.

Employee Processing and Management

All Contractors’ personnel must pass a USFSP background check and be finger printed before working on University property. Contractor shall be solely responsible for all personnel actions regarding employees on its respective payroll. Contractor shall not hire or retain any person for the University campus who has been convicted of a felony. Contractor employees who have been indicted or charged with a crime may not work on the University campus until the prosecutorial process is completed and the employee is cleared of all charges. Additionally, contractor shall not have employees on the University campus who have been convicted of misdemeanor or felony distribution of illegal substances. All contractor employees shall have a criminal background check at the time of employment and annually thereafter. Contractor shall send completed background checks to the University Office of The Director of Human Resources that meets University criteria as defined herein within 30 days prior to the contract start date. University shall have the right to request the removal of any contractor employees that fail any of the criteria above. Each worker must wear a picture ID and uniform when on the job that allows them to be easily identified as an employee authorized to be in the facility. All personnel must maintain a clean, neat appearance when reporting to work. All personnel are responsible for securing these facilities during and after service hours. Under no circumstances will property, supplies, equipment or any other materials be taken or removed from the facilities without written permission by the Manager.

Quarterly Evaluation Form

It is required that a portion of your Company’s total management fee/profit be put at risk. At least 20% is suggested for your proposal. This portion of fee will be assessed on a quarterly basis utilizing performance metrics agreed upon during negotiations prior to award of contract. The suggested key performance indicators for this contract are suggested to include:

1. Improvements in customer service scores from initial baseline measured at start of contract.
2. Percent completion of specified tasks and frequencies.
3. Adherence to an APPA – Leadership in Educational Facilities, Custodial Standards Cleanliness Level 2.
4. Cost control of expendable paper goods and cleaning chemicals.
5. Additional Key Performance Indicators (KPI’s) agreed upon by the vendor and owner. There will be a limited # of measurements so as to keep the importance and validity high.

6. The University will assign review of the KPI’s to three (3) University staff members, who will review the performance of the contractor on a quarterly basis and randomly collect observational data during the interim.

Green Cleaning Program

CAMPUS GREEN CLEANING POLICY

The awarded vendor will be committed to providing a healthy and safe work environment for all building occupants, campus community and custodial staff who provide daily building cleaning service, while reducing the university’s environmental impact.

This policy outlines sustainability criteria for cleaning products, supplies, tools, equipment and practices at USFSP in an effort to promote healthy indoor air quality, increase occupant wellbeing and comfort, assure building cleanliness, and provide a safe environment for custodial staff. Since custodial products, supplies and tools are purchased in bulk for all buildings on campus, this policy will guide the practices of all academic buildings at USFSP excluding those otherwise defined as exempted spaces in this policy. All in house staff and outsourced service providers are required to comply with this policy.

1. Scope:
   1.1. Cleaning Products: All custodial products must meet one of the sustainability criterion outlined in LEED EB: O&M IEQ Credit 3.3 as well as the following standards:
       1.1.1. Disposal of chemicals are covered under Florida Statute FAC 62-730, additionally the University’s procedure on chemical storage and handling references OSHA’s Hazard Communication Standard, 29CFR 1910.1200.
       1.1.2. The selected vendor will use Green Seal certified products, where available. When Green Seal certified products are not available due to specific cleaning tasks, cleaning products must comply with the State of Florida Statutes & Regulations and must be the most environmentally friendly product available for the specific cleaning task.
       1.1.3. Multi-purpose cleaner with Ready to Dilute (RTD) system must be used for the following tasks: mopping hard floors, cleaning windows, restrooms, offices, glass, chalk boards and wipe-down surfaces in order to reduce the amount of products needed, thereby reducing possible confusion or misuse of chemical products.
       1.1.4. Dilution system must attach directly to faucet in custodial closet with NO use of HOT water in order to promote easy dilution of chemicals and reduce injury and exposure of custodial staff and building occupants to possible spillage and chemical odors. Image-based dilution instructions must be used to ensure accurate use.
       1.1.5. Carpet cleaner must use ingredients such as Hydrogen Peroxide that allow for cleaning without fumes associated with aggressive acids.
       1.1.6. All cleaning products must be approved by the Facilities Services office and/or Environmental Health & Safety (EH&S) office before cleaning use at USFSP. Custodial staff and management must not bring or use unapproved cleaning products at USFSP.

   1.2. Cleaning Supplies: All custodial supplies must meet one of the sustainability criterion outlined in LEED EB: O&M IEQ Credit 3.3 as well as the following standards:
       1.2.1. Hand soaps in all campus restrooms must not contain antimicrobial agents, except where required by health codes and other regulations. All soap dispensers must be ADA compliant.
       1.2.2. Paper dispensers must meet USFSP standard.
       1.2.3. Paper towels must be 100% postconsumer content.
       1.2.4. Toilet paper must be 100% postconsumer content.
       1.2.5. Plastic trashcan liners must be at least 10% postconsumer content.
1.3. **Cleaning Tools**: All custodial tools must meet the following standards:

1.3.1. Microfiber products must be used for dust mops, wet mops, high dusters, and hand dust cloths in order to eliminate the use of disposable and chemically treated cleaning tools as well as reduce injury to custodial staff. Mop heads must not be treated with oil.

1.3.2. Microfiber cleaning cloths must be color coded for different tasks in order to prevent contamination. Colors coding is as follows:

- Red: Restrooms
- Green: Offices
- Blue: Glass and public spaces
- Yellow: Classrooms

1.3.3. All buildings using microfiber products must have access to washer and/or dryer system.

1.4. **Cleaning Equipment**: All custodial equipment must meet the guidelines in LEED EB: O&M IEQ Credit 3.4 as well as the following standards:

1.4.1. Vacuums must meet the requirements of the Carpet and Rug Institute “Green Label” testing program. All vacuums must be capable of capturing 96% of particulates .3 microns in size and operate with a sound level less than 70dba. Vacuums must be equipped for carpet and hard surface floors in order to create better indoor environmental quality and reduce task time. Vacuum type shall enable a team cleaning process, reducing the amount of equipment as well as repair cost.

1.4.2. Buffers, Burnishes, and Automatic Scrubbers will be equipped with devices for capturing fine particulates and operate with a sound level below 70dba. All floor equipment must have rubber bumpers in order to reduce damage to building surfaces. All high-speed buffers must not exceed 1500 RPM in order reduce injury and building damage.

1.4.3. Auto scrubbers must use the ECHO water only technology system using no chemicals, producing higher shine, longer lasting floor finish and a slip resistant surface by eliminating surfactant residuals.

1.4.4. Equipment purchased must be ergonomically designed to minimize vibration, noise, user fatigue and injury.

1.4.5. All equipment powered by batteries must use environmentally friendly gel/water batteries.

1.4.6. Equipment Maintenance log must be kept by equipment technician for all power cleaning equipment including all repair and maintenance activity. Maintenance service will be provided for equipment upon request by lead/area custodial supervisor.

1.4.7. Equipment Inventory log must be kept by lead/area custodial supervisors including equipment location by building and closet number. Lead/area custodial supervisors must conduct an inventory annually and provide an updated log to inventory control management.

1.4.8. Equipment Management logs must be kept including date of purchase, discontinued equipment, equipment evaluation, and equipment training details.

1.5. **Custodial Training and Staffing Procedures**: USFSP contracted custodial staff will receive ongoing training on the current campus cleaning protocol and new procedures. Each campus building must follow specific requirements for staffing based on building type and frequency of cleaning tasks performed. Standard operating procedures must specifically address cleaning to protect vulnerable building occupants such as occupants with asthma, other respiratory conditions, or sensitive skin. All custodial staff and supervisors must be trained on the following procedures:

1.5.1. Chemical product use and proper mixing and dilution of concentrated chemicals to ensure safe usage and proper building maintenance.
1.5.2. Technical and ergonomic use of equipment to reduce injury and increase custodial efficiency and productivity.
1.5.3. Proper handling, disposal or recycling and replenishment of cleaning materials, chemicals, dispensing equipment and packaging.
1.5.4. Proper handling, sorting and disposal of trash and recycling. Additionally, tops of all trash receptacles shall be cleaned, including gum removal.
1.5.5. Water fountains shall be cleaned and sanitized daily.
1.5.6. Proper reading and understanding of MSDS sheets as well as made aware of their locations within custodial closet.
1.5.7. Hazardous and blood borne pathogens.
1.5.8. Asbestos.
1.5.9. Emergency preparedness.
1.5.10. Lifting.
1.5.11. Harassment / Bullying

Safe Storage and Handling: USFSP custodial staff and management must abide by the following safety procedures:

1.5.12. All cleaning products must be approved by the Facilities Services and/or EH&S office before cleaning use at USFSP. Custodial staff and management must not bring or use unapproved cleaning products at USFSP.
1.5.13. Biannual inspections of custodial wet and dry closets by lead/area custodial supervisors must be conducted including closet condition and proper organization of chemical products and equipment.
1.5.14. Annual chemical inventory must be conducted in all custodial wet and dry closets as required by EH&S.
1.5.15. All product and other containers must be labeled to eliminate confusion over contained chemical.
1.5.16. Log of MSDS sheets must be kept in custodial wet and dry closets
1.5.17. Cleaning chemicals must NOT be mixed with HOT water to reduce injury and increase energy savings campus wide.
1.5.18. Facilities Services shall be responsible for plumbing containment drains in all laboratory facilities. If hazardous liquid wastes are present, Facilities Services Staff must contact EH&S hotline for appropriate disposal.

1.6. Entry Way Program

1.6.1. Buildings must have 10 ft. total of exterior and/or interior grills, grates or floors mats in place at entrances to reduce dirt and particulates from entering the building. If 10 ft. of linear space is not available, entry way mats, grates or grills must be designed to take this into account. Emergency exits, private offices and entry ways not in use are excluded.
1.6.2. Interior mats must be 100% recycled material.
1.6.3. Entry way mats must be cleaned once per week.
1.6.4. Entry way floors must be dust mopped/vacuumed or swept once per week. Spot mopping shall be done as needed every day. Dirty mop water shall not be used.
1.6.5. Entry way floors must be wet mopped once per week. Dirty mop water shall not be used.
1.6.6. Floors, stairs and landings located in entry and breeze ways must be washed and have dust tags removed from all walls, ceilings and corners daily.

1.7. Building Occupant and Custodial Feedback

1.7.1. Building Occupants must have the opportunity to evaluate and provide input and feedback annually on custodial technologies, procedures and process.
1.7.2. All products and equipment must be evaluated prior to use/implementation by custodial staff, lead/area supervisors and custodial management in to ensure the highest satisfaction.
2. **Future Program Goals:** USFSP is currently working on the following goals and will continue to develop new goals with an increased knowledge of available green cleaning practices.

   2.1. Purchase 100% biodegradable and compostable trashcan liners.
   2.2. Provide hand sanitizer dispensers for all public spaces.
   2.3. Continue developing hand hygiene strategies educational outreach, waterless hand sanitizers and hands free dispensers.
   2.4. Replace outside building dumpsters with totters and/or tippers to reduce injury to custodial staff and improve efficiency in garbage disposal.
   2.5. Standardize paper towel, toilet paper, hand soap, and toilet seat cover dispensers in every campus restroom.
   2.6. Install green floors mats inside and outside campus buildings to reduce contaminant load from people entering the buildings, prevent possible injury due to slippage and reduce exposure of building occupants and custodial staff to hazardous chemicals affecting air quality, human health, building finishes, building systems as well as the environment.
   2.7. Bring exempt spaces to follow same practices as rest of campus
   2.8. USFSP will continue to test green products for stripping and waxing floors, cleaning graffiti, and other specialized cleaning methods.
   2.9. USFSP will continue to identify and use environmentally friendly, low impact chemicals in its cleaning practices as well as reduce building occupants and custodial staff to chemical hazards.

3. **Performance Metrics:**

   3.1. Documentation of chemical type, volume and concentration in all cleaning processes must be maintained.
   3.2. Documentation of the frequency of each cleaning process must be maintained.
   3.3. Records and documentation of custodial staff training, occupant feedback and other strategies must be maintained.
   3.4. Equipment Maintenance log must be kept by equipment technician for all power cleaning equipment including all repair and maintenance activity. Maintenance service will be provided for equipment upon request by lead/area supervisor.
   3.5. Equipment Inventory log must be kept by lead/area custodial supervisors including equipment location by building and closet number. Lead/area custodial supervisors must be conducted annually and an updated log must be provided annually to inventory control management.
   3.6. Equipment Management logs must be kept including date of purchase, discontinued equipment, equipment evaluation, and equipment training details.

**NOTE:** floor plans, gross square feet, and cleaning frequencies are available on the USF Tampa Purchasing website under ITN 16-03-STP as separate attachments at: [http://usfweb2.usf.edu/purchasing/Purch2.htm](http://usfweb2.usf.edu/purchasing/Purch2.htm)
SECTION II: EVALUATION FACTORS

1. AWARD
USF reserves the right to award to a single vendor, provided it is in the best interest of the University. The University will conduct a comprehensive, fair and impartial evaluation of all qualified proposals in response to this solicitation. Each proposal submitted will first be evaluated based on the evaluation criteria to determine overall responsiveness and completeness. Failure to submit a complete proposal or to comply with the instructions may deem a proposal non-responsive and eliminate it from further evaluation. Vendors should be certain to address each Award Criteria item thoroughly, as listed below. Vendors may be asked to make a short oral presentation to the Evaluation Committee.

2. EVALUATION CRITERIA
Evaluation will be based on the following criteria:

Financial
   Cost
   Financial stability

Functional Capability
   Ability to comply with specifications
   Experience and Training of staff

References
   Success with other universities of similar size utilizing similar specifications
   (Provide contact information for all references)

3. PROPOSAL FORMAT
Each vendor should organize their proposal by providing the following information in order to assist in the selection, evaluation, and award process. Vendors must use printed tabs to label the different sections of their proposals as follows:

A. Title Page: Identify the subject, name of vendor, vendor address vendor phone and other contact information, primary point of contact, primary point of contact’s title and email address for receipt of notifications and date of submittal.

B. Table of Contents

C. Qualifications of Vendors (see page 22, paragraph #51)

D. Cost
   1. Staff Pricing (see top of page 5)
   2. Cleaning supplies and paper products
   3. Financial Stability. Must provide financial statements for the previous three (3) fiscal years.
E. Functional Capability

1. Ability to comply with USFSP specifications (pages 3-9) Explain in detail where necessary.
2. Experience and Training of staff

F. References
SECTION III: SPECIAL CONDITIONS

Attention Vendor: Any vendors who received this Invitation to Negotiate from the Department of Purchasing and Property Services or bidders who have downloaded this Invitation to Negotiate from the USF Purchasing Web site http://usfweb.usf.edu/purchasing/purch2.htm, 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 VENDORS

Vendor’s response to this Invitation to Negotiate shall be delivered to the Purchasing and Property Services, University of South Florida, 4202 East Fowler Avenue AOC 200, Tampa, Florida 33620-9000, no later than 3:00 P.M. on February 12, 2016 according to the official clock located in the University’s Purchasing 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 Invitation to Negotiate that arrive after 3:00 P.M. on February 12, 2016 will not be accepted/considered for any reason whatsoever. These proposals will be returned unopened to the Vendor. Proposals and/or amendments will not be accepted at any time via facsimile or electronic mail. At 3:00 P.M. on February 12, 2016 all timely ITN Proposals received will be opened and recorded.

If the Vendor elects to mail/ship its ITN Proposal package, the Vendor 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 Vendor to ensure that the ITN Proposal package arrives at the University’s Purchasing Services Department in Tampa no later than 3:00 P.M. on February 12, 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. 16-03-SP.

All proposals must be submitted on our standard Invitation to Negotiate Form.

2. 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 Invitation to Negotiate. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any cost incurred by the Vendor in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Vendor 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 only.

Note: Vendors 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.

3. SOLE POINT OF CONTACT

Any questions concerning this Invitation to Negotiate should be directed to Bill Benjamin, Manager Purchasing Services, FTF 209, telephone number (727) 873-4199, e-mail address: benjamin@usfsp.edu no later than 3:00pm on January 29, 2016
4. **EVENT SCHEDULES** (Dates are subject to change)

- ITN Issued 1-11-16
- **Mandatory** ITN Pre-Proposal Conference and Visual Inspection 1-22-16
- Vendor Questions due 1-29-16
- Response to Vendor Questions 2-5-16
- ITN Proposal Due (Opening of Proposals) 2-12-16
- ITN Evaluations 2-15-16 - 2-26-16
- ITN Vendor Presentations (if needed) 3-11-16
- ITN Awarded 3-25-16
- ITN Agreement Signed; Purchase Order Issued by 4-1-16
- Services Start Date 5-1-16

***IMPORTANT NOTE- Turnaround of Resident Hall One (RHO) and University Student Center (USC) must be completed between 5/1/16 through 5/13/16.***

5. **ADDENDUM**

Purchasing & Property 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 & Property Services addenda is authorized as representing the University.

Vendor’s failure to return any and all addenda will result in disqualification of that Vendor’s Invitation to Negotiate.

**PLEASE NOTE:** It is solely the Vendor’s responsibility to check the USF Purchasing Web site at usfweb.usf.edu/purchasing/purch2.htm, forty-eight (48) hours before the closing time of this proposal to verify that the proposer has received any addenda that may have been issued.

6. **PRE-PROPOSAL CONFERENCE/VISUAL INSPECTION**

It is solely the contractor’s responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including, but not limited to possible interference from University activities. To aid you in becoming fully informed, the contractors or his/her designees must attend the MANDATORY pre-proposal conference being held in USFSP University Student Center (USC) - Ballroom #3- on the St Petersburg campus, Friday, January 22, 2016 promptly at 9:30 a.m. (any vendor not there by 9:40 a.m. will not be admitted) followed immediately by a campus walking tour for visual inspection. University representative(s) will be available at this time to answer any questions related to this Invitation to Negotiate. Any suggested modifications may be presented, in writing to and/or discussed with the University’s representative(s) at this meeting and may be considered by said representative(s) in formulating possible amendments to the Invitation to Negotiate.

State of Florida certified minority business enterprises are cordially invited to attend the pre-bid/proposal conference and visual inspection, not only to become familiar with the project specifications, but also to become acquainted with prospective contractors interested in bidding the project.

Please be aware that each campus has parking shortages. If you are unable to arrive at a meeting/conference because you are unable to find a parking space, that is not sufficient reason to be admitted after the meeting start time.

Failure to attend this pre-proposal conference/visual inspection will designate a vendor as ineligible to participate in this ITN process.
SPECIAL NOTE: CONTRACTORS ARE URGED TO OBTAIN A VISITOR’S PARKING PERMIT FROM THE USF ST PETERSBURG PARKING GARAGE LOCATED AT 250 FIFTH AVENUE SOUTH PRIOR TO THE SCHEDULED MANDATORY PRE-PROPOSAL CONFERENCE TIME. FAILURE TO OBTAIN A VISITOR’S PARKING PERMIT MAY RESULT IN THE VEHICLE BEING TICKETED AND/OR TOWED. WEBSITE FOR PARKING SERVICES IS: http://www.usfsp.edu/administrative-and-financial-services/parking-transportation

Map of the University of South Florida St Petersburg: http://www.usfsp.edu/wp-content/uploads/2012/01/CAMPUSMAP300.pdf

7. MEETINGS

Notice of meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing & Property Services Department located at 4202 E Fowler Avenue AOC-200, Tampa, Fl 33620 and posted electronically on the USF Purchasing Bid website five business days prior to the meeting, (usfweb.usf.edu/purchasing/purch2.htm). For the purpose of this ITN meeting notices will be Noticed (posted) by e-mail to the ITN vendor list.

8. PARKING

Annual, semester, monthly, weekly, or daily parking permits must be obtained from Parking Services (727-873-4480 for further information) for any company vehicles and/or individual vehicles that will be parked on campus. This applies to all vehicles. Parking rules and regulations must be observed by all drivers. Website for St Petersburg Parking Services is: HTTP://WWW.USFSP.EDU/ADMINISTRATIVE-AND-FINANCIAL-SERVICES/PARKING-TRANSPORTATION

9. AWARD

Vendor’s 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.

Vendors may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and plan for the project and capability to furnish the required products and service.

10. PROPOSAL TABULATION

Vendors desiring a copy of the proposal tabulation for the Invitation to Negotiate may request same by enclosing a self-addressed stamped envelope with their proposal. 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 services are required. Negotiations offer an opportunity for selected Vendor(s) 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 Vendors who are authorized to negotiate and make agreements shall be involved in negotiations.

12. EVALUATION CRITERIA

Any information a Vendor 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 Vendors at any time in the process, Vendors 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 VENDORS**

To establish a Short List of Vendors, submitted proposals will be evaluated, presentations may be requested, and references will be verified and reviewed. The University will compare the proposals according to the following evaluation criteria:

The shortlist vendors may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Vendors to discuss their offers and proposals in further detail with the University. Vendors will be given the opportunity to refresh their initial offers. Refreshed offers allow Vendors 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 will notify those Vendors that have been selected for the short list. Each of the Vendors may be asked 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. Invitation to submit a best and final offer is not automatic. After this negotiation a final Vendor may be selected.

14. **INVITATION TO NEGOTIATE FORM**

All proposals shall be submitted using the University of South Florida Invitation to Negotiate form 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 Vendor and returned with the proposal in a sealed envelope. Vendor 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 Vendor in any way. Any alteration made by a Vendor shall disqualify the proposal and the response will be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented by written addenda to the proposal issued by Purchasing & Property Services.

15. **RIGHT TO NEGOTIATE**

Upon evaluation of the responses, the University has the right to enter into negotiations with one or multiple Vendors 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 and the terms and conditions of this ITN.

If for any reason a Vendor(s) 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 Vendors that may lead to the issuance and award of a contract.

16. **VENDOR’S RESPONSIBILITY**

It is understood and the Vendor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the Invitation to Negotiate.
17. **VENDOR’S EXPENSE**

All proposals submitted in response to the ITN must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this Invitation to Negotiate. Proposers 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**

Vendor shall submit one (1) original proposal-clearly mark as “original” along with six (6) copies and one (1) flash drive. Proposals that do not include all of the requested copies 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 vendors. 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 Vendor’s signature on their ITN proposal guarantees that the prices quoted have been established without collusion with other Vendors and without effort to preclude the University from obtaining the lowest possible competitive price.

21. **ORAL PRESENTATION**

After ITN proposals have been opened, Vendors 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 Vendor to clarify the proposal. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Vendor’s ITN proposal and become part of the same as if originally submitted. The Purchasing Manager will initiate and schedule a time and location for any presentations, which may be required.

22. **MISTAKES**

Vendors must check their proposals for any errors. Failure to do so will be at the Vendor’s risk.

In the event a mistake results in the written request of a Vendor withdrawing any part of the proposal, the Vendor 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 the Director of Purchasing & Property 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 proposer, the University may serve written notice upon Vendor 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 Vendor, the contract shall cease and terminate.
The liability of the Vendor and/or his surety for any and all such violation(s) shall not be affected by any such termination.

24. **CANCELLATION**

For the protection of both parties all contractual obligations shall prevail for at least 90 days after the effective date of the contract. After that period, for the protection of both parties, this contract may be cancelled, in whole or in part, by either party by giving thirty (30) days written notice to the other party.

25. **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.

26. **AVAILABILITY OF FUNDS**

The University’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

27. **PAYMENT**

The University will make partial payment in the amount of the value of items or service received and accepted by the University in response to a request by the Vendor along with the submission of a properly executed invoice, and supporting documents (if required). The University shall issue the Vendor’s payment within 30 days (25 days for healthcare providers) after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. Any penalty or delay in payment shall be in accordance with section 55.03, Florida Statutes. The University’s vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481.

28. **FEID NUMBER**

Vendors MUST supply their Federal Employee Identification Number to qualify for award of this proposal.

29. **W-9 FORM**

Vendors are required to complete and return the W-9 Form attached herein with their proposal response.

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

30. **Insurance**

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

c. The Vendor must secure and maintain during the completion of the project, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Vendor 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 Vendor or by anyone directly or indirectly employed by the vendor and the amounts of such insurance shall be for, at a minimum, the amounts as follows:

1. Commercial General Liability
   - Each occurrence $250,000
   - Each aggregate $500,000

2. Business Auto Liability Insurance
   - Combined Single limit $500,000

3. Umbrella or Excess Liability $1,000,000

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

d. Maintenance: If vendor is awarded maintenance agreement insurance shall remain in effect for term of the agreement.

31. PROTECTION OF PROPERTY

The successful bidder shall at all time’s guard against damage or loss to the property of the University or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property resulting from the negligence of the successful bidder or his agents.

32. 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 vendor 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.

33. AMERICAN WITH DISABILITIES (ADA)

The Vendor 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 Michael Hernandez at (813) 974-2481 at least 5 working days prior to the scheduled event.

34. **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 a decision or intended decision pursuant to Florida Statute Chapter 120 or within ten (10) days after the proposal opening, whichever is earlier.

The University reserves the right of unilateral cancellation for refusal by the Vendor(s) to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the Vendor(s) in conjunction with this resulting contract.

35. **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 Vendor under this agreement, the proposal 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 Vendor 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 proposal response. Sample certificate attached.

C. If the Vendor expects to receive $50,000 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 Vendor expects to receive $50,000 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 Vendor, subject to review upon request by the user agencies of this agreement.

NOTE: Failure to return the completed and signed Equal Employment Opportunity Certification with your response will disqualify your ITN from consideration. See pages 24 and 25.

36. **PUBLIC ENTITY CRIMES**

Any person or affiliate who has been placed on the convicted vendor 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 vendor list.

37. ** 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.
AFFIRMATIVE ACTION

As a condition of this contract, the Vendor 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.

TAXES

The State of Florida, and the University, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

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.

CERTIFICATION

In accordance with Section 112.3185, Florida Statutes, the Vendor 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 Vendor shall be grounds for cancellation of this Agreement by the University.

INDEMNIFICATION

Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, 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 Vendor and/or Vendor’s officers, employees, agents and contractors, in connection with this Agreement.

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 Vendor as the agent or representative of the University for any purpose in any manner whatsoever. Vendor is not authorized to bind University to any contracts or other obligations. Vendor shall not expressly or impliedly represent to any party that Vendor and University are partners or that Vendor is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

TECHNOLOGY PROVIDED

The University’s expectation is that vendors shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.
45. **PURCHASES BY OTHER UNIVERSITY ENTITIES**

With the consent and agreement of the successful Vendor(s), purchases may be made under this ITN by University of South Florida Direct Support Organization and affiliated entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation.

46. **Minority Vendor Enterprise**

The University of South Florida actively encourages the continued development and economic growth of small, minority, service disabled veterans and women-owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the University. To this end, it is vital that small, minority, service disabled veterans and women owned business enterprises participate in the State’s procurement process as both prime contractors and subcontractors. Small, minority, service disabled veterans and women-owned business enterprises are strongly encouraged to submit replies to solicitations, or to contact larger suppliers about subcontracting opportunities.

The vendor shall submit documentation describing the efforts being made to encourage the participation of small, minority, service disabled veterans and women-owned business enterprises within their organization. Vendors shall also provide a list of MBE suppliers and subcontractors with the bid proposal.

Vendors who contract with the University may be required to provide information related to the use of certified/non certified small, minority, service disabled veterans and women-owned business. Prime Contractor Quarterly Reports should identify any participation by diverse contractors: subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree.

Prime Contractor Quarterly Report documentation shall include the reporting of spending with state of Florida certified/non certified small, minority, service disabled veterans and women-owned business enterprises. Such reports must be submitted quarterly to the Purchasing Administrator Michael Hernandez mahernandez@usf.edu by e-mail to be utilized for the University's Annual subcontractor reporting to the State of Florida, Department of Management Services, Office of Supplier Diversity. Subcontractor Reports should be provided by the Prime Contractor on a quarterly basis by the 7th of the month in January, April, July & October by email.

The Quarterly Reporting Requirements for Prime Contractors Form to submit the use of subcontractor’s quarterly spend data is located here: http://usfweb2.usf.edu/purchasing/forms.html. The form also includes the minority business enterprise codes that are applicable to this reporting requirement. Minority Business Enterprises reported:

**CERTIFIED MBEs**

- CMBE, MV-H, AFRICAN-AMERICAN
- CMBE, MV-I, HISPANIC AMERICAN
- CMBE, MV-J, ASIAN-HAWAIIAN
- CMBE, MV-K, NATIVE AMERICAN
- CMBE, MV-M, AMERICAN WOMAN
- CMBE, MV-W1, SERVICE DISABLED VETERAN (CERTIFIED)

**NON-CERTIFIED MBEs**

- NON-CMBE, MV-N, AFRICAN-AMERICAN
- NON-CMBE, MV-O, HISPANIC AMERICAN
- NON-CMBE, MV-P, ASIAN-HAWAIIAN
- NON-CMBE, MV-Q, NATIVE AMERICAN
- NON-CMBE, MV-R, AMERICAN WOMAN

Is your firm a “Minority Business Enterprise” defined as a business concern engaged in commercial transactions
which is domiciled in Florida, and which is at least fifty-one (51%) percent owned by minority person and whose
management and daily operations are controlled by such persons?

YES __________ NO __________

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES __________ NO __________

47. 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.

Vendors may be required to make formal presentations to USF to further discuss its proposal. USF is not liable for
any costs incurred in the preparation of proposals or any work performed in connection therein.

48. Work Rules

Contractor’s employees must keep in mind during all contacts with client personnel that client satisfaction is
paramount. Contractor’s employee’s speech, actions, dress and attitude must not detract from client satisfaction at
any time. Contractor employees must keep in mind, however, that they are representing USF St. Petersburg in such
contacts and avoid actions or speech that would reflect unfavorably on the university. In addition, any and all
contractor’s representatives shall never fraternize with any USF student. Also, contractors are not allowed to
provide rides to USF Students in their vehicles. During the execution of this contract, contractor personnel reflect
upon the University of South Florida. Contractor commits to maintaining high standards of professional conduct,
neat and clean appearance of vehicles, equipment and personnel, and honest business practices are required.
Parties agree that lackadaisical attitude of personnel, unwashed or battered vehicles, and misstatements on reports
or invoices, and delayed payment of bills relating to such contracts are examples of unacceptable behavior.

The University requires all contractor personnel to dress appropriately for the task at hand. The University requires all
technicians who perform fieldwork to drive a contractor-provided vehicle, which is clearly marked as belonging to
the contractor. The vehicles can be any type preferred by the contractor as long as the vehicles are clearly marked,
in good operating order, and have a good appearance. The University shall retain the right to request the removal of
any of the contractor’s personnel at any time.

49. UNIVERSITY’S RIGHT TO INSPECT, TEST AND TERMINATE

The University reserves the right to make inspections and tests, when deemed advisable, to ascertain that
requirements of the contract are being fulfilled. Should it be found that the standards specified are not being
satisfactorily maintained, the University may immediately demand that the Contractor comply with the bid to meet
these requirements. If the Contractor fails to comply with such demands within two (2) calendar days, the
University shall serve written notice to the Contractor stating the reason(s) for intention to terminate the contract.
Within, two (2) calendar days after such notice is served upon the Contractor, such violation shall cease and
satisfactory corrections shall be made, otherwise the contract shall, upon expiration of said two (2) days, cease and
terminate. The liability of such Contractor for any and all such violation(s) shall not be affected by any such
termination. Should termination occur, Contractor will be held in default.

50. Federal Debarment

By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror 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
criminaly or civilly charged by a governmental entity with commission of offenses; or has not within a three-year
51. **QUALIFICATION OF VENDORS**

**Pre-Award Evaluation:** To be considered for award, the vendor shall: A) not be a joint venture; B) have been regularly engaged in this type of business for a minimum of five (5) years prior to the opening date of this Invitation to Negotiate; and, C) be licensed to do business in the State of Florida.

A. **Company Information Required:** Each vendor shall furnish the following information:

1. Name and address of operating company, indicate type of business (i.e. Individual, Partnership, Corporation, other).

2. Number of years in the industry.

3. Evidence in writing that they maintain permanent places of business and have adequate equipment, financial position (e.g. balance sheet and profit/loss statement), personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide the necessary services.

4. Furnish a list and brief description of all contracts that have been canceled within the last twenty-four (24) months. List shall be complete with contract dates, names, addresses, telephone numbers of owners and reason why contract was canceled.

5. Furnish a list and brief description of all contracts, current and within the last twenty-four (24) months, of comparable size and scope. List shall be complete with contract dates, names, address and telephone numbers of owners. References will be checked. Negative responses judged to be significant will be sufficient cause for disqualification of your proposal. This decision shall be final and binding.

6. All product and equipment inventory is warehoused locally.

Please Note: The above information is to be furnished with your proposal. Only proposals that meet the "Qualification of Vendors" will be considered.

Failure to furnish all of the above information with your proposal may be sufficient cause for disqualification.

52. **TERMS OF AGREEMENT AND RENEWALS**

The term of this agreement is from the effective date of the agreement for a period of three (3) years with a possible renewal period of three (3) years.
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, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

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

BY: ___________________________

TITLE: _________________________

DATE: _________________________
Custodial Services for USFSP

Certificate of Non-Segregated Facilities - Continued

Subpart D - Contractor's Agreement

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's contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment."

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor."

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders."

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of said 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 rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law."

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

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

(1) The contractor agrees to comply with the affirmative action clause and 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, and Executive Order 11701, which are incorporated in this certificate by reference.
**Part 2 – Business Classification**

Small, Minority or Women-Owned Business? ________YES ________NO

If answered yes above, please circle classification that applies:

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>(If your Business is registered with the Small Business Administration (SBA) or the Central Contractor Registration (CCR) Website at: <a href="https://www.bpn.gov/ccr/queryscripts/search.asp">https://www.bpn.gov/ccr/queryscripts/search.asp</a> please circle the classification(s) in this column that applies to your business.</td>
<td>(If you circle a classification in this column, please provide a copy of your Florida Statewide &amp; Inter-Local Certification with your application)</td>
<td>(Business must be at least 51% owned, managed &amp; controlled by minority persons to select a classification in this column.)</td>
<td>Minority Board (51% or more Minority Board of Directors)</td>
</tr>
<tr>
<td>SBA 8(a) Certification (please provide a copy of certificate with application)</td>
<td>African American (please provide a copy of certificate with application)</td>
<td>African American</td>
<td>Minority Employees (51% or more Minority Officers)</td>
</tr>
<tr>
<td>Small Disadvantaged Business Certification (please provide a copy of certificate with application)</td>
<td>Hispanic American (please provide a copy of certificate with application)</td>
<td>Hispanic American</td>
<td>Minority Community (51% or more Minority Community Served)</td>
</tr>
<tr>
<td>HUBZone Certification (please provide a copy of certificate with application)</td>
<td>Asian American (please provide a copy of certificate with application)</td>
<td>Asian American</td>
<td>Other- Non Profit</td>
</tr>
<tr>
<td>Veteran</td>
<td>Native American (please provide a copy of certificate with application)</td>
<td>Native American</td>
<td></td>
</tr>
<tr>
<td>Service Disabled Veteran</td>
<td>American Woman (please provide a copy of certificate with application)</td>
<td>American Woman</td>
<td></td>
</tr>
<tr>
<td>Vietnam Veteran</td>
<td></td>
<td></td>
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<tr>
<td>Women Owned</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority Owned Business</td>
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</tbody>
</table>

- If you select a classification that is certified by a Federal or State agency, please provide a copy of your certification for each agency along with this application.


- If you are using Federal Size Standards, please specify the codes used:
  NAICS Code: ________ Number of Employees: ________ or Annual Amount: ________

- If you are not a State of Florida Certified Minority Business Enterprise and would like to download the application for certification of Minority Business Enterprise for the State of Florida and view the State of Florida’s Eligibility criteria, please go the Office of Supplier Diversity’s website at: http://osd.dms.state.fl.us.
## Part 4 – Purchase Order and Payment Preferences

<table>
<thead>
<tr>
<th>By which delivery method do you prefer to receive purchase orders?</th>
<th>Payment Discount Terms:</th>
<th>By which delivery method do you prefer to receive payment?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Fax</td>
<td>☐ 2% Net 10</td>
<td>☐ Check</td>
</tr>
<tr>
<td>☐ Postal mail</td>
<td>Other:</td>
<td>☐ Credit Card (USF Procurement Card)</td>
</tr>
<tr>
<td></td>
<td>_______________________</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>☐ Electronic Funds Transfer (EFT)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(To receive payments by Electronic Funds Transfer, please complete the attached Electronic Payment Authorization Form to start electronic payment process)</td>
</tr>
</tbody>
</table>

## Part 4 – Signature

I certify that the information supplied herein, including all attachments, is correct to the best of my knowledge. I further certify that in doing business with the State of Florida my firm is in compliance with Chapter 112, Florida Statutes relating to conflict of interest (to review the Statute in full, visit [http://www.flsenate.gov/statutes](http://www.flsenate.gov/statutes)).

<table>
<thead>
<tr>
<th>Name of Person Signing Application</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________________</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Purchasing Services
4202 E Fowler Ave AOC 200
Tampa, FL 33620-9000
Phone: (813) 974-2481

IT IS THE RESPONSIBILITY OF THE BIDDER TO CHECK THIS WEBSITE FORTY-EIGHT (48) HOURS BEFORE THE OPENING DATE OF THE BID/PROPOSAL TO VERIFY THAT THE BIDDER HAS RECEIVED ANY ADDENDA THAT MAY HAVE BEEN ISSUED.

TO BE NOTIFIED OF AN ADDENDUM OR RESCHEDULING OF AN OPENING DATE, PLEASE PROVIDE PURCHASING SERVICES WITH THE FOLLOWING INFORMATION:

VENDOR NAME

ITN NO. 16-03-STP

PHONE NO. FAX NO.

E-MAIL ADDRESS

FAX THIS FORM TO: PURCHASING SERVICES
ATTENTION: Sapana Shah
FAX NO. (813) 974-5362
DIRECTIONS TO BID OPENING AT
USF PURCHASING SERVICES (INCLUDING P-CARD)
4202 E. Fowler Avenue, AOC200
Tampa, FL 33620
(813) 974-2481

1. Enter at the University's main entrance off of Fowler Avenue.

2. Pull into the USF Campus Information Center (building on your right that looks like a drive-through bank) if you are choosing to purchase a USF Daily Parking Permit for $5.00 (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 and where parking pay stations are not available. 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 and get into the left-hand turn lane.

4. Turn left at the traffic light on to USF Alumni Drive. Get in the right-hand lane.

5. Proceed down USF Alumni Drive through the traffic light at Beard Drive. At the next traffic light, make a right turn onto USF Magnolia Avenue. Continue to the third traffic light (corner of USF Magnolia Drive and USF Holly Drive).

6. At the light, make a right turn on to USF Holly Drive until the road makes a left turn and becomes USF Palm Drive.

7. Stay in the right-hand lane and turn right again on USF Holly Drive. On your right, you will see the Crescent Hill Parking Garage. Daily/Visitor and pay station parking is available in the garage. If no spaces are open in the garage, go back to Palm Drive and turn right at the traffic light to be going north on Palm Drive. Turn left at next light on to Laurel Drive. Daily/Visitor parking is available in Lots 20, 44 or 43, lot 43 has pay station parking (outlined in red on the map provided).

   **DO NOT PARK IN LOTS 13 OR 13T ADJACENT TO THE ANDROS CENTER.**

8. Once parked, walk to the Andros Classroom Building (circled in red) located on the east side of the Andros Center and to the south of the Andros Pool.

9. Use the stairs at the west entrance to the Andros Classroom Building. USF Purchasing Services is located on the second floor.

10. **NOTE:** You may request a Campus Mail at the Campus Information Center. **Do not forget to stop at the Campus Information Center to obtain a Daily parking permit prior to visiting Purchasing Services.**
Custodial Services for USFSP