



INVITATION TO NEGOTIATE

CAMPUS EDGE ENHANCEMENT PROJECT

ITN# 17-01-MH

UNIVERSITY OF SOUTH FLORIDA

The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiation for **CAMPUS EDGE ENHANCEMENT PROJECT** as further specified herein.

If you are interested in submitting a proposal, please note that the proposal needs to be submitted no later than **3:00 p.m., August 23, 2016**. Any questions concerning this Invitation to Negotiate should be directed to Michael Hernandez, Purchasing Administrator, Purchasing Services: mahernandez@usf.edu .

A **mandatory** pre-proposal meeting will be held on **July 26, 2016 at 9:00 A.M.** including a tour of the site. Meeting location is USF Purchasing conference room, address 4202 E. Fowler Ave. SVC1072, Tampa Florida 33620-9000. For additional details refer to Item 3, page 6. **All vendors proposing must attend**

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

<http://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx>



**INVITATION TO NEGOTIATE
Competitive Solicitation
Acknowledgement Form**

Submit Response To:

University of South Florida
Purchasing Services
4202 E. Fowler Ave. SVC 1073
Tampa, FL 33620
Phone (813) 974-2481

<http://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx>

| | | |
|-------------------------------------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITN No: 17-01-MH | | Title: Campus Edge Enhancement Project |
| Date of Issue: July 14, 2016 | | Response Due Date and Time: August 23, 2016 at 3:00pm |
| ITN Point of Contact | | |
| Name: Michael Hernandez | | Email: mahernandez@usf.edu |
| Vendor Information | | |
| Company Name: | | Reason for no offer: |
| Mailing Address: | | |
| City, State, Zip Code: | | |
| Area Code | Telephone no. | 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. |
| | Toll Free no. | |
| | Fax no. | |
| Email Address: | | |

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

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SECTION I: INTRODUCTION

Purpose of ITN

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University," intends to negotiate an Agreement for the installation of a Campus Edge Enhancement Project, including surveying, design, permitting, submittals, construction and as-built documentation/project close-out. We invite proposals from qualified contractors including the necessary licensed disciplines to perform the services as described in the specifications below. Through this process, the University desires to negotiate the best value Agreement for the University.

Description of University

Founded in 1956, the University of South Florida has become one of the largest universities in the Southeast, with a student body of 47,000 within the USF System that includes USF Tampa, USF St. Petersburg, and USF Sarasota-Manatee an annual budget of \$1.5 billion, and an annual economic impact of \$3.7 billion. USF is one of only three Florida public universities classified by the Carnegie Foundation for the Advancement of Teaching in the top tier of research activities, a distinction attained by only 2.2 percent of all universities. The University's renowned faculty generate over \$390 million in contract and grant-sponsored research each year.

Located in the Tampa Bay region – one of the fastest-growing metropolitan areas of the nation – the University of South Florida has received vital support from business leaders and organizations, and contributes to the economic growth of the region through research and service projects.

The University's priorities are focused on student success, community engagement, research and innovation, global literacy and impact, and integrated interdisciplinary inquiry. A national reputation as a dynamic research university is attracting more and more of the nation's best and the brightest scholars to the Tampa Bay area. USF research is taking place across an astonishing array of disciplines, from marine sciences to teacher education, micro engineering to cancer treatments.

The University has world-recognized researchers in all of its colleges conducting research in areas such as oceanography, coastal geology, medicine, satellite communications and mapping, curriculum and testing innovation, aging, health outcomes and community welfare, business systems, fine arts, and many others.

USF is a member of the American Athletics Conference, with 17 men's and women's varsity teams competing at the NCAA-level. New facilities for practice and competition, along with a completely renovated USF Sun Dome, put the university's athletic facilities on par with virtually every top program in the country

Additional information available at <http://www.usf.edu/About-USF/index.asp>

SECTION II: SPECIAL CONDITIONS

Attention Vendor: Any vendors who received this Invitation to Negotiate from the Department of Purchasing and Property Services or vendors who have downloaded this Invitation to Negotiate from the USF Purchasing Web site <http://www.usf.edu/business-finance/purchasing/staff-procedures/index.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 VENDORS**

Vendor's response to this **Invitation to Negotiate** shall be delivered to the ***Purchasing Services, University of South Florida, 4202 East Fowler Avenue SVC 1072, Tampa, Florida 33620-9000***, no later than **3:00 P.M. on August 23, 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 August 23, 2016** will be rejected in the University's sole discretion. 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 August 23, 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 Department no later than 3:00 P.M. on August 23, 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.17-01-MH.**

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

2. **EVENT SCHEDULE** (dates are subject to change)

| | |
|---------------------------------------|---------------------------|
| ITN issued | July 14, 2016 |
| Pre-Proposal Meeting | July 26, 2016 at 9:00am |
| Vendor's Questions Due | August 03, 2016 at 2:00pm |
| Response to Questions Posted | August 10, 2016 by 5:00pm |
| Proposals Due/Bid Opening | August 23, 2016 at 3:00pm |
| Proposal Evaluations/Negotiations | August 30, 2016 |
| Intent to Award Posted | September 13, 2016 |
| Mobilization Commences | TBD |
| Substantial Completion Phases 2a & 2b | TBD |

3. **PRE-PROPOSAL MEETING**

It is the contractor's sole 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. To aid you in becoming fully informed, the contractors or his/her designees must attend the **mandatory** pre-proposal conference. The meeting will take place at the USF Purchasing Conference room, 4202 E. Fowler Ave. SVC1072, Tampa, FL 33620-9000 on **July 26, 2016 at 9:00 a.m.** A site tour will occur directly following the meeting

ANY PROSPECTIVE CONTRACTOR/DESIGNEE ARRIVING AT THE MEETING SITE AFTER 9:10 a.m. ACCORDING TO VERIZON CELLULAR TIME SHALL NOT BE ALLOWED TO SIGN IN ON THE ATTENDANCE SHEET NOR BE ELIGIBLE TO PROPOSE ON THIS PROJECT. NO OTHER TIME KEEPING DEVICE WILL BE CONSIDERED FOR THIS PURPOSE

Note: there is a PDF map showing the location of the USF Purchasing Offices available as an attachment to ITN 17-01-MH for viewing or download on the USF Purchasing web site <http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx>

4. **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 and post on the Purchasing Web site 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 via e-mail.

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

ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY 2:00 P.M. August 03, 2016.

Any questions concerning this Invitation to Negotiate should be directed to Michael Hernandez, Purchasing Administrator, Purchasing Services, via e-mail at mahernandez@usf.edu. Phone: (813) 974-8123.

6. RESPONSE TO VENDOR QUESTIONS

Responses to all vendor questions received prior to **2:00pm on August 03, 2016** will be addressed via an Addendum by **5:00pm on August 10, 2016** send email questions to Michael Hernandez mahernandez@usf.edu.

7. 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.

Vendor's failure to return any and all addenda may 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.

8. 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 AOC-200, Tampa, FL 33620 and posted electronically on the USF Purchasing Bid website five business days prior to the meeting, (<http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx>). For the purpose of this ITN, meeting notices will be Noticed (posted) by e-mail to the ITN vendor list.

9. PARKING

Annual, semester, monthly, weekly, or daily parking permits must be obtained from Parking and Transportation Services (813-974-3990 for further information) 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. Website for parking services is: <http://www.usf.edu/administrative-services/parking/parking/visitor-parking.aspx>

10. 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 capability to furnish the required service(s).

The award(s) shall be made by the University to the most responsive and responsible vendor 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.

The University's intent is to award on an "All-or-None Total Offer" basis.

11. PROPOSAL TABULATION

Vendors desiring a copy of the proposal tabulation for the Invitation to Negotiate may request a copy via email to the ITN point of Contact Michael Hernandez mahernandez@usf.edu . 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.

1

12. 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 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.

13. EVALUATION CRITERIA

Evaluation will be based on criteria identified in the Section III - Specifications. **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.

14. NEGOTIATION WITH VENDORS

To identify vendors 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 III for the purpose of identifying vendors for negotiation

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. Selected vendors may be given the opportunity to refresh their initial offers. Refreshed proposals 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 may ask selected vendors 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(s) may be selected.

15. INVITATION TO NEGOTIATE FORM

All proposals shall be submitted using the University of South Florida Invitation to Negotiate form 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 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 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.

16. 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.

17. 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.

18. 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.

19. NUMBER OF PROPOSALS SUBMITTED

Vendor shall submit one (1) original proposal-clearly mark as "original" and one (1) copy. **Vendors must also submit one (1) Electronic copy preferably on a 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.**

20. 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.

21. 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.

22. 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.

23. MISTAKES

In the event of extension error(s), the unit price will prevail and the bidder's "Total Offer" will be corrected accordingly. In the event of addition error(s), the extended totals will prevail and the bidder's "Total Offer" will be corrected accordingly. Bidders must check their bid proposals for any such errors and state the discount(s) in the proposal, where applicable. Failure to do so will be at the bidder'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 Purchasing whose decision shall be final.

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

24. 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.

25. 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.

26. 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.

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 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. The University's preferred payment method is P-card. No additional charges will be accepted for use of P-card payment. 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

The awarded Vendors will be required to supply their Federal Employee Identification Number or Social Security number prior to entering into the final agreement.

29. W-9 (W-8BEN for Foreign Vendors) FORM

Awarded Vendors are required to complete and return the USF Substitute W-9 (or appropriate IRS W-8 Form for Foreign Vendors). **The W-9 or W-8 must be completed and signed before a contract can be approved.**

30. 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.

31. USF TOBACCO AND SMOKE FREE POLICY 6-026

As of January 4, 2016 the University of South Florida is a tobacco free campus. Smoking, tobacco use, and use of related products is prohibited on all property owned, leased or operated by USF. This includes, but is not limited to, all indoor and outdoor areas and properties. Additionally, no smoking and/ or tobacco products will be sold or advertised on the USF Tampa campus. This Policy applies to all faculty, staff, students, vendors and visitors.

Complete policy details can be found at:

<http://regulationspolicies.usf.edu/policies-and-procedures/pdfs/policy-6-026.pdf>

32. 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 Purchasing and Property Services at (813)974-2481 at least 5 working days prior to the scheduled event.

33. 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 the opening of final replies, 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.

34. 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 bidder 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 bidder 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 bidder 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 bidder 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 bidder, subject to review upon request by the user agencies of this agreement.

35. 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.

36. 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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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 life of this agreement, 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 at the site 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 life of the Agreement, 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 | \$ | 1,000,000 |
| | Each aggregate | \$ | 2,000,000 |
| 2. | Business Auto Liability Insurance | | |
| | Combined Single limit | \$ | 1,000,000 |
| 3. | Umbrella or Excess Liability | \$ | 2,000,000 |
- d. 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 solely the responsibility of the Vendor obtaining the insurance.

43. 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.

44. 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 BUSINESS ENTERPRISE (MBE)

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.

When and if USF requests 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.

When and if USF requests vendors are obligated to provide the following. Vendors who contract with the University are

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.

When and if USF requests vendors are obligated to provide the following. 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 USF Purchasing Manager 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://www.usf.edu/business-finance/purchasing/sup-div/index.aspx>
 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, 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.

48. 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 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)

49. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All vendors must disclose with their ITN the name of any officer, director, or agent who is also an employee of the University. Further, all vendors must

disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

By submitting a response to this ITN without such information, the Vendor 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 the Contract.

50. NOTICE OF ITN PROTEST BONDING REQUIREMENT

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120 F.S., 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.

51. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property

To the extent that intellectual property of Vendor will be sold or licensed as a part of the products or services offered, the Vendor, 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 vendor.

52. COMPLIANCE WITH LAWS

Vendor 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 Vendor receives an award as a result of the ITN, Vendor shall continue to comply with the foregoing laws, regulations, and policies. **If Vendor fails to comply with the requirements of the proceeding sentences, the University, in its sole discretion, may disqualify Vendor, or, if Vendor has been awarded a contract pursuant to the ITN, the University, in its sole discretion, may determine that Vendor is in default.**

53. TERM OF AGREEMENT AND RENEWALS

The term of the agreement will be negotiated with the awarded vendor.

54. AVAILABILITY OF FUNDS

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

55. PERFORMANCE/PAYMENT BOND

A PERFORMANCE AND PAYMENT BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER. (Cost shall be incorporated by bidder in bidder's "TOTAL OFFER.")

If the base proposal totals \$100,000 or more, the successful vendor shall furnish a surety bond as security for faithful performance of order(s) awarded as a result of this ITN, and for the payment of all persons performing labor, and on their furnishing material in connection therewith. Surety of such bond shall be in an amount equal to the vendor's proposed cost. The attorney-in-fact who signs the bond must file with the bond a certificate and effective dated copy of power of attorney. This performance and payment bond in the amount of the ITN award must be received by the Director of Purchasing Services no later than four (4) days after notification of award.

Bonds forms are attached below, re. attachments pages 18-21.

SECTION III: BID SPECIFICATIONS

I. PURPOSE

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University," intends to negotiate an Agreement for the installation of a Campus Edge Enhancement Project, including surveying, design, permitting, submittals, construction and as-built documentation/project close-out. We invite proposals from qualified contractors including the necessary licensed disciplines to perform the services as described in the specifications below. Through this process, the University desires to negotiate the best value Agreement for the University

II. STATEMENT OF WORK & REQUIREMENTS

This is a turnkey project, with Proposer responsible for complete survey, design, permitting and construction of the Campus Edge Enhancement Project, phases 2. The design and implementation shall match and integrate with the Campus Edge Enhancement phase 1 that has been constructed and is existing on the west and north sides of the USF Tampa campus. The services to be provided by the Contract awarded through this ITN (phase 2) shall include, but are not limited to, the following:

1. Site Investigation:
 - a. Provide Land Surveying to identify and locate utilities, landscaping and vegetation, topography, property lines, easements, found objects, and other existing conditions.
 - b. Provide soils investigation as deemed necessary.

2. Design:
 - a. Provide design by an Architect, Landscape Architect and/or Professional Engineer to implement the design.
 - b. Provide structural design and construction documents suitable for permitting and construction.
 - c. Design the Edge Enhancement as outlined in these Specifications and substantially in conformance with the Conceptual Design Drawings entitled "USF Tampa Campus Edge Enhancement Project Phase II" sheets C0 – C22, which is a part of this ITN. These documents are available for viewing or down load on the USF Purchasing web site, as attachments to ITN 17-01-MH
<http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx>
 - d. Design shall be performed according to the USF Design/Construction Guidelines, current as of the date of the Agreement, as posted on the USF Facilities Management website.
<http://www.usf.edu/administrative-services/facilities-planning/guidelines-standards/design-construction-guidelines.aspx>
 - e. Documents and deliverables shall be prepared in accordance with the USF CAD Guidelines and Standards dated June 29, 2015.

3. Permitting:
 - a. Work with the USF Building Code Administrator and any other AHJ's necessary to obtain the necessary permits for construction and Certificates of Completion.

4. Construction:
 - a. Include all labor and materials necessary for a complete project.
 - b. Unless otherwise specified, all materials to be incorporated into the project shall be new. Include provision of tools, construction equipment and subcontracted items necessary for the construction and equipping of the project in accordance with the Permit Documents, including handling and warehousing of materials, supplies and equipment.
 - c. Procurement of materials may be performed by Direct Owner Purchase Order to achieve tax savings.
 - d. Construction, Supervision and Inspections are to include an adequate inspections system and performance or cause to be performed, such inspections and testing as will ensure that construction of the project is performed in accordance with the requirements of the Contract Documents, recording all such inspections so performed and providing a copy thereof to the Facilities Management Department, or its Authorized Representatives may review at their discretion from time to time.
 - e. Construction Administration to include monthly reporting and accounting coordinated with the assigned USF Project Manager.

5. As-Built Documentation and Project Close-out.
 - a. Provide surveyed As-Built documentation and provide documentation as outlined in the USF CAD Guidelines, as referenced above.

Note:

“USF Tampa Campus Edge Enhancement Project Phase II” sheets C0 – C22

Is an electronic attachment to ITN 17-01-MH, and is available for viewing or download on the USF Purchasing web site <http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx>

6. Evaluation Criteria:
- Experience in designing, constructing, and delivering similar projects on time and below committed price, meeting the project requirements.
 - Proposed Project Plan and Services Provided
 - Experience and qualifications of personnel to be assigned to the project.
 - Proposed Project Schedule
 - Total Proposed Project Cost
7. Submittal Requirements:
- Section 1: Qualifications
- i. Experience
 1. Years in business; company background
 2. Similar Projects
 3. Staff resumes (those to be assigned project)
 - ii. Ability
 1. Plan to meet project requirements
 2. Plan to implement project
- Section 2: Campus Edge Enhancement Proposal
- iii. Executive Summary
 - iv. Description of Services
 - v. Description of
- Section 3: Proposed Cost (complete Proposal Cost form attached)
- Section 4: Proposed Schedule

IV. SPECIFIC ITEM TO BE INCLUDED IN PROPOSAL

Required Forms:

- Invitation to Negotiate cover Page (Signed)
- Submittal Requirements Documentation
- Minority Vendor and P-Card Certification
- Certificate of non-Segregated Facilities
- Bidder's Affirmation
- Small, minority or Woman Owned Business Form
- Purchase Order Payment Preference
- All issued Addendums to this ITN (Signed)

Attachments

PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND (FOR LABOR & MATERIALS) IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT AS PROVIDED BY SECTION 255.05, F.S.

BY THIS BOND WE: *(name and address of contract entity)* _____, as Principal, hereinafter called Design and Construction Services Team and *(Surety name & address)* _____

_____, as surety, hereinafter called Surety, are held and firmly bound unto the University of South Florida Board of Trustees, a public body corporate, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of \$ _____, for the payment whereof Design and Construction Services Team and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Design and Construction Services Team has by written agreement dated _____, entered into a contract with Owner for construction of the USF _____ Project, University of South Florida, Tampa, Campus, Project No. _____, which Owner-Design and Construction Services Team Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Design and Construction Services Team shall promptly and faithfully perform said Agreement, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Design and Construction Services Team is in default under the Agreement, and the Owner has performed its obligations thereunder, the Surety shall promptly remedy the default, in accordance with Section 255.05, Florida Statutes, or shall promptly obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and arrange for a contract between such bidder and the Surety, and pay as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) the cost of completion less the balance of the Contract Sum; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Sum", as used in this paragraph, shall mean the total amount payable by Owner to Design and Construction Services Team under the Agreement and any amendments thereto, less the amount properly paid by Owner to Design and Construction Services Team.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrator or successors of the Owner.

SIGNED AND SEALED THIS _____ DAY OF _____, 20____.

***** **DESIGN AND CONSTRUCTION SERVICES TEAM** *****

As Witnessed By:
(Seal)

COMPANY NAME

By: _____

Type name and Title

***** **SURETY** *****

As Witnessed By:

(Surety Name)

(Seal)

By: _____
Resident Agent as Attorney-in-Fact

Type name and Address

(Power of Attorney attached hereto)

PAYMENT BOND
(FOR LABOR AND MATERIALS)

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT AS PROVIDED BY SECTION 255.05, F.S.

BY THIS BOND WE: *(name and address of contract entity)* _____, hereinafter called Design and Construction Services Team and *(Surety name & address)* _____

_____, as surety, hereinafter called Surety, are held and firmly bound unto the University of South Florida Board of Trustees, a public body corporate, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of \$_____ for the payment whereof Design and Construction Services Team and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS:

Design and Construction Services Team has by written agreement dated _____ entered into a contract with Owner for construction of the USF _____, which Owner-Design and Construction Services Team Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement.

THE CONDITIONS OF THIS BOND are such that:

1. If Design and Construction Services Team shall promptly make all payments owing when due to all persons who are defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Agreement, then this bond is void; otherwise, it remains in full force and effect.
2. Each said claimant shall have a right of action against the Design and Construction Services Team and Surety for the amount due the claimant. No such action shall subject the Owner to any cost, expense, loss or damage, and Design and Construction Services Team shall promptly pay Owner for the full measure of all cost, expense, loss, damage, and attorney's fees sustained by Owner as a result of any default by Design and Construction Services Team under the Agreement.
3. A claimant, except a laborer, who is not in privity with the Design and Construction Services Team shall, before commencing or not later than forty five (45) days after commencing to furnish labor, materials, equipment or supplies for the prosecution of the Work, furnish the Design and Construction Services Team with a notice that the claimant intends to look to the bond for protection. A claimant who is not in privity with the Design and Construction Services Team and who has not received payment for labor, materials, equipment or supplies shall deliver to the Design and Construction Services Team and to the Surety written notice of the performance of the labor or delivery of the materials, equipment or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter, but before 45 days after the first furnishing of labor, services or materials and not later than 90 days after the final furnishing of the labor, services or materials by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the jobsite available for use. No action for the labor, materials, equipment or supplies may be instituted against the Design and Construction Services Team or the Surety unless both notices have been given. No action shall be instituted against the Design and Construction Services Team or the Surety after one year from the performance of the labor or completion of the delivery of the materials, equipment or supplies is completed.
4. An action against the Surety or the Design and Construction Services Team, or both, may be brought in the county in which the public building or public work is being constructed or repaired or in any other place authorized by the provisions of Chapter 47, Florida Statutes.
5. The amount of this bond shall be changed only to the extent that the Contract Sum is changed in accord with applicable provisions of the Contract For Construction.

6. Neither any change in or under the Contract Documents, nor any compliance or noncompliance with any formalities provided in the Agreement or the change shall relieve the Surety of its obligations under this Bond.

SIGNED AND SEALED THIS _____ DAY OF _____, 20__.

******* DESIGN AND CONSTRUCTION SERVICES TEAM *******

As Witnessed By:
(Seal)

COMPANY NAME

By: _____

Type name and Title

******* SURETY *******

As Witnessed By:
(Seal)

(Surety Name)

By: _____

Resident Agent as Attorney-in-Fact

Type name and Address

(Power of Attorney attached hereto)

Minority Vendor & Visa P-Card Certification

Certification of Minority Vendor

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 persons 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 ___

All bid proposals must be submitted on our standard Invitation to Negotiate Form. Bid proposals submitted on vendor quotation forms will not be accepted without a completed Invitation to Negotiate Form.

Visa Purchasing Card (P-Card) acceptance Certification
I will accept payment by Visa Purchasing Card. (See Article IV, 28)

Print Name and Title

Authorized

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 2067 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 2067), 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 worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment."
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor."
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law."
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase 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 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, Executive Order 11701 and Section 503 of the Vocational Rehabilitation Act of 1973, which are incorporated in this certificate by reference.

Bidder'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 Bidder in the matter at hand, as follows:

1. That the Bidder, if an individual, is of lawful age; or
2. That if:
 - a. The Bidder is a partnership or a corporation, it has been formed legally;
 - b. The Bidder is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
 - c. The bidder 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 Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.
4. That the Bidder 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 Bidder 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 Bidder 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 Bidder or awarded to this Bidder; nor shall any University officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of this contract or obligation to this Bidder.
7. That, by submitting this bid, the Bidder 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 Bidder Sayeth Not.

Bidder: Complete the Acknowledgment on the following page.

Small, Minority or Women-Owned Business? _____ YES _____ NO

If answered yes above, please circle classification that applies:

| <u>Federal Classifications</u> <i>(If your Business is registered with the Small Business Administration (SBA) or the Central Contractor Registration (CCR) Website at: https://www.bpn.gov/ccrinq/scripts/search.asp, please circle the classification(s) in this column that applies to your business.</i> | State of Florida Certified Minority Business Enterprise <i>(If you circle a classification in this column, please provide a copy of your Florida Statewide & Inter-Local Certification with your application)</i> | Non-Certified Minority Business Enterprise <i>(Business must be at least 51% owned, managed & controlled by minority persons to select a classification in this column.)</i> | Non Profit Organization |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| SBA 8(a) Certification <i>(please provide a copy of certificate with application)</i> | African American <i>(please provide a copy of certificate with application)</i> | African American | Minority Board <i>(51% or more Minority Board of Directors)</i> |
| Small Disadvantaged Business Certification <i>(please provide a copy of certificate with application)</i> | Hispanic American <i>(please provide a copy of certificate with application)</i> | Hispanic American | Minority Employees <i>(51% or more Minority Officers)</i> |
| HUBZone Certification <i>(please provide a copy of certificate with application)</i> | Asian American <i>(please provide a copy of certificate with application)</i> | Asian American | Minority Community <i>(51% or more Minority Community Served)</i> |
| Veteran | Native American <i>(please provide a copy of certificate with application)</i> | Native American | Other- Non Profit |
| Service Disabled Veteran | American Woman <i>(please provide a copy of certificate with application)</i> | American Woman | |
| Vietnam Veteran | | | |
| Women Owned | | | |
| Minority Owned Business | | | |

- 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.
- To determine your Federal Size Standard, please access the U.S. Small Business Administration’s website: <http://www.sba.gov/starting/indexwhatis.html> or go to the SBA’s <http://www.sba.gov/size> to look up your North American Industry Classification Systems (NAICS) Code and the qualifying number of employee’s or annual dollar amount. To register your business on the Central Contractor Registration (CCR) Website visit <https://www.bpn.gov/ccr/scripts/index.html>
- 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 3 – Purchase Order and Payment Preferences

By which delivery method do you prefer to receive purchase orders?

Fax Postal mail

Payment Discount Terms:

2% Net 10

Other:

By which delivery method do you prefer to receive payment?

Check

Credit Card
(USF Procurement Card)

Electronic Funds Transfer (EFT)

(To receive payments by Electronic Funds Transfer, please complete the attached Electronic Payment Authorization Form to start electronic payment process)

Part 4 – Signature

I certify to the best of my knowledge and belief, that the business or payee identified in this vendor application, and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency.

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>).

Name of Person Signing Application

Title

Signature

Date

**BID OPENING DIRECTIONS TO
USF PURCHASING SERVICES (INCLUDING P-CARD)
4202 E. Fowler Avenue, STOP **SVC 1073**
Tampa, FL 33620-9000
(813) 974-2481**

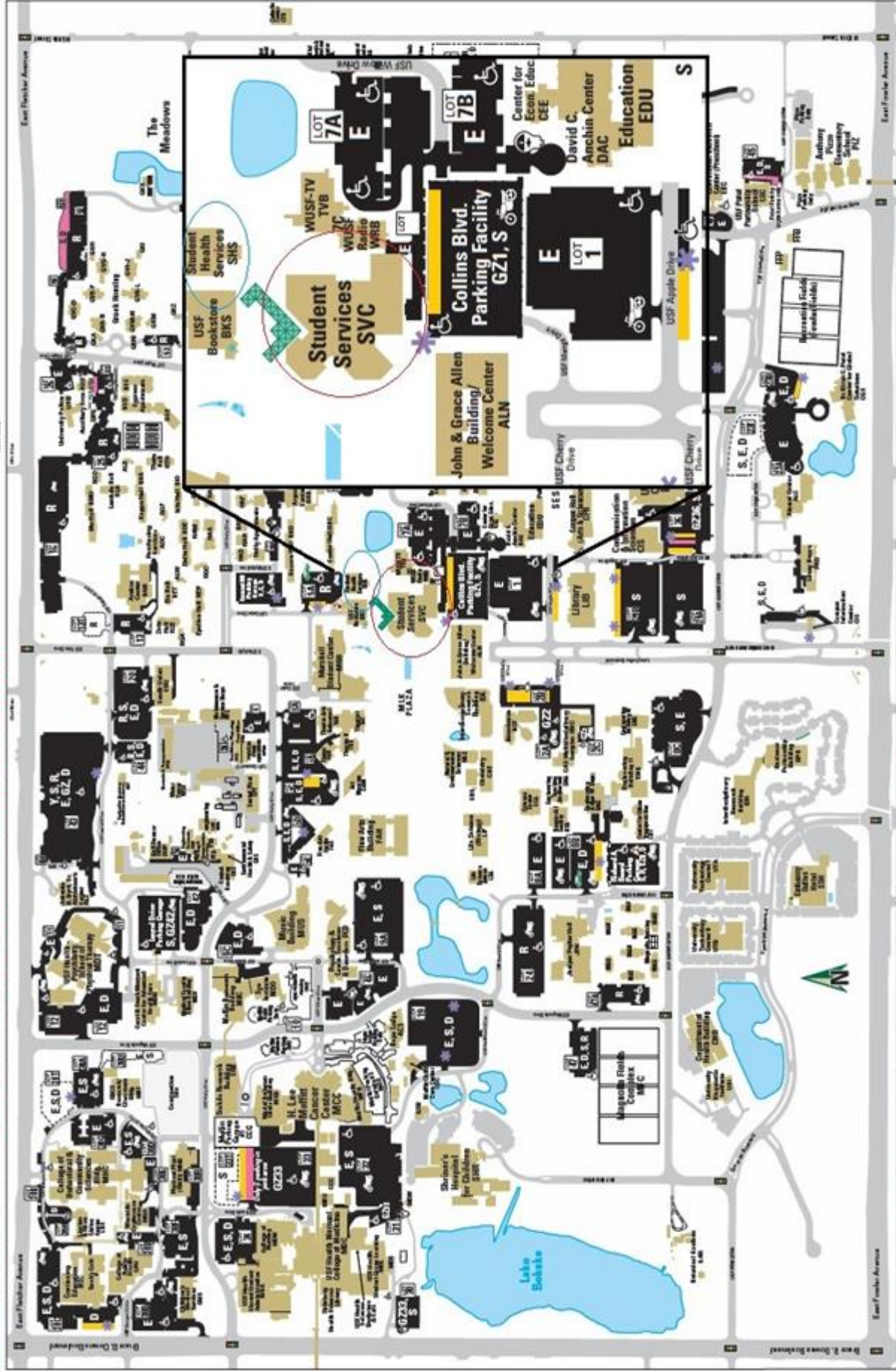
1. Enter at the University's main entrance off of Fowler Avenue.
2. Pull into the USF Campus Information Center (building on your right that looks like a drive-through bank) and purchase a USF Daily Parking Permit for \$5.00 (permit prices subject to change without notice; contact Parking Services at (813) 974-4607 for updated pricing information). **NOTE: Parking permits are required in all non-metered spaces. 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 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 for Purchasing Services reception area.
9. NOTE: You may request a Campus Map at the Campus Information Center.
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.

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 stop at the Campus Information Center to obtain a daily parking permit prior to visiting Purchasing Services.**

USF UNIVERSITY OF SOUTH FLORIDA

TAMPA CAMPUS PARKING MAP

USF UNIVERSITY OF SOUTH FLORIDA



MAP KEY

- S - Non-Resident Student
- R - Resident Student
- Y - Park-n-Ride / Alumni
- GZ - Gold Staff
- E - Staff
- D - Daily / Visitor Parking
- Designated Parking (Pink)
- Hourly Parking (Yellow)
- Motorcycle Parking (Motorcycle icon)
- Disabled Parking (Wheelchair icon)
- Permit Pay Station (Star icon)
- Metred Parking (Hourglass icon)
- Electric Car Charging Station (Lightning bolt icon)
- Peer-to-Peer Car Share (Car icon)



Reviewed 08/07/15 - Note: This map and all parking designations are subject to change. For the most up-to-date information, please see www.usf.edu/parking.