



## INVITATION TO NEGOTIATE

ITN 17-01-STP

## CABLE TV SERVICES FOR USFSP

## UNIVERSITY OF SOUTH FLORIDA ST PETERSBURG

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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 17-01-STP Cable TV Services for USFSP, 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., February 17, 2017**. Any questions concerning this Invitation to Negotiate should be directed to

If you are interested in submitting a proposal, please note that there is a **Mandatory** Pre-Proposal Conference that will be held **Friday, January 20, 2017 at 9:30 A.M.** in the USFSP University Student Center (USC) – Davis 130. 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



**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://usfweb2.usf.edu/purchasing/>

<b>ITN No: 17-01-STP</b>		<b>Title: Cable TV Services for USFSP</b>
<b>Date of Issue: 12/09/16</b>		<b>Proposal Due Date and Time: 2/17/17 at 3:00pm</b>
<b>ITN Point of Contact</b>		
<b>Name:</b> William "Bill" Benjamin		<b>Email:</b> <a href="mailto:benjamin@usfsp.edu">benjamin@usfsp.edu</a>
<b>Supplier Information</b>		
<b>Company Name:</b>		<b>Reason for no offer:</b>
<b>Mailing Address:</b>		
<b>City, State, Zip Code:</b>		
<b>Area Code</b>	<b>Telephone no.</b>	<b>Posting of Competitive Solicitation Tabulations</b>  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.
	<b>Toll Free no.</b>	
	<b>Fax no.</b>	
<b>Email Address:</b>		

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**

Cable TV Services for USFSP

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**Section I: History of USFSP**

USF St. Petersburg has a history rich with academic excellence, entrepreneurial spirit and ingenuity. Its founders opened the doors to students on Sept. 5, 1965, and throughout its history this academic cove on Bayboro Harbor has embraced enormous change as Florida's need for higher education intensified.

USF St. Petersburg was the first regional higher education institution in Florida.

USF St. Petersburg's early administrators were creative and ambitious, building support from the [St. Petersburg City Council](#), [St. Petersburg Chamber of Commerce](#), the [Florida Legislature](#), the Board of Regents and intellectual leaders such as Nelson Poynter of the [St. Petersburg Times](#), to lead the institution toward its current role as a graduate urban institution.

The first classes began for 260 freshmen on Sept. 7, 1965 in the old Maritime Service barracks. They also took classes in Tampa, and shuttles took students to and from the campuses.

In the late 1960s, then-USF President John Allen devised a plan to offer commuter students access to upper-level undergraduate and limited graduate programs, under the name Bayboro Campus. He put Lester Tuttle, a [College of Education](#) faculty member, in charge of the plan. Florida lawmakers made it an official branch campus in 1969. By the mid-1970s, the campus was offering a variety of upper-level undergraduate and some graduate courses.

Nelson Poynter participated in a groundbreaking for a much-expanded campus on June 15, 1978. He died hours later. The [USF St. Petersburg library](#) is named in his honor. The campus continued to grow through the 1980s, with new buildings and expanded course offerings.

In the late 1990s, lawmakers began the process that would lead to USF St. Petersburg becoming a separately accredited institution within the USF System. That led to a rapid expansion under interim VP/CEO Ralph Wilcox. The Florida Legislature made it official in 2002 with a law creating the University of South Florida St. Petersburg.

Its first residence hall broke ground in 2005. In 2006, USFSP was awarded separate accreditation by the Southern Association of College and Schools. Under the leadership of Regional Vice Chancellor Margaret Sullivan, the accreditation was reaffirmed in 2011.

**Section II: 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 supplier or no suppliers. 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 suppliers, 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 two (2) years initially with a potential two (2) 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.

Cable TV Services for USFSP**1. Objective**

The University of South Florida St Petersburg is distributing this Invitation to Negotiate (ITN) for a television programming services supplier to provide Cable Television (CATV) service for the USFSP Campus. USFSP is interested in contracting for services to support the existing CATV system on the St. Petersburg Campus. It is envisioned that content will be delivered over the existing coax infrastructure to a variety of devices, offer on demand options and content into the residential complexes and display University produced content in residence halls and other public spaces. The Vendor selected will be responsible for providing service to each building specified and connecting it to the existing coax infrastructure inside each building.

The University seeks to enter into a two (2) year service agreement with up to two (2) additional one (1) year renewals that will include turnkey operation, service and maintenance for CATV service on the St Petersburg campus. The provider will operate and maintain the CATV service and be responsible for all functions incidental to and necessary for the operations of all cable television services. The new contract and changes to the installed system will need to be completed in time for full operation effective 7/1/17.

**2. Project Event Schedule (dates are subject to change)**

ITN Issued	December 16, 2016
Pre-proposal Meeting, Site Visit (Mandatory)	January 20, 2017
Supplier's Questions Due	January 27, 2017
Responses Posted	February 3, 2017
Proposals Due/Bid Opening	February 17, 2017 3:00PM
Proposal Evaluations Complete by:	March 10, 2017
Bid Awarded (Tentative)	March 24, 2017
Contracts Signed/PO's Issued	April 14, 2017
Installation Complete/Service Live by:	July 01, 2017

**3. Existing Contracts**

Privatel (Residence Hall One)  
Bright House (University Service Center & Residence Hall)

**4. Proposal Requirements****a. Contract Terms**

The term of the awarded contract shall begin on July 1, 2017. The initial term of this contract shall be Two (2) years with the right reserved to renew or extend for up to two (2) additional one-year periods.

Cable TV Services for USFSP**5. Infrastructure & Signal Delivery**

The Proposal shall include all equipment, materials, and labor necessary to deliver the agreed upon television programming services.

The Proposal shall also include extending television programming to any new facilities (residential or non-residential) that are brought online during the contract term with the understanding that USFSP will provide distribution access over its infrastructure. New facilities will realize the same negotiated discounts for products and services.

## Connections/Ports

- Residence Hall One- 460
- USC Housing- 108
- USC Student Union- 47
- Student Life Center- new- 20
- Lynn Pippenger Hall- new- 4
- Coquina Hall- up to 10

**6. Supplier Qualifications-**

Pre-Award Evaluation: To be considered for award, the supplier 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; C) be licensed to do business in the State of Florida, and D) Must have place of business with qualified service personnel that will allow the vendor to provide maintenance and repairs to the USFSP Campus within 24 hours; E) requirement of a Level 2 background check for all supplier employees that will provide service on the USFSP Campus.

It is preferred that personnel working on this project have the following certifications. Proof of certifications will be provided with proposal: Broadband Premises Installer (BPI), Broadband Premises Technician (BPT) and Broadband Premises Expert (BPE). The Broadband Premises Expert should be present at all times during the installation.

**7. Proposal Format**

Each Supplier shall organize their proposal by providing the following information in order to assist in the selection, evaluation, and award process. Suppliers must use printed tabs to label the different sections of their proposals as follows:

- Tab A- Title Page
- Tab B- Table of Contents
- Tab C- Service Offered
- Tab D- Physical Details
- Tab E- Financial Model
- Tab F- Maintenance/Repairs & Service/Daily Operations
- Tab G- About the Company-Qualifications of Suppliers
- Tab H- References
- Tab I- Required Forms

Cable TV Services for USFSP

A. Title Page- Identify the subject, name of supplier, supplier address, supplier 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. Service Offered

1. Describe in detail how services and content will be provided.
2. Channel Line Up (attached and listed alphabetically)
3. What notice/update process will be followed if the provider adds/deletes channels?

D. Physical Details

1. Describe how your company would manage the existing infrastructure and insure that service will remain uninterrupted.
2. Describe how the CATV system can be expanded from the existing system into new buildings at other locations of the campus
3. List all equipment to be installed for this project, denote new equipment to be installed to existing infrastructure. Include a detailed schedule of installation milestones and expected dates of completion.
4. USFSP expects to have semester meetings with the service provider.

E. Financial Model

1. Provide a spreadsheet with all project costs breaking out all 1) non-recurring, 2) recurring, and 3) programming license fees.
2. Provide detail of all programming costs, including detailed per channel pricing.
3. Detail your proposed two (2) year cost model for USFSP Residence Halls. Describe how increases or decreases in the number of students in USFSP Residence Halls would be handled.
4. Detail your cost model for two, one year each renewals after the initial two (2) year period is completed.



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## F. Maintenance/Repairs &amp; Service/Daily Operations

## 1. Maintenance

- a. Describe your regular preventive maintenance program which will be required to keep the system in good working order.
- b. List all supplier maintenance responsibilities and schedules.
- c. List maintenance responsibilities of USFSP.
- d. Describe all training available/required for USFSP and associated costs.
- e. List any equipment provided for trouble shooting and/or maintenance services.
- f. List contact information for all local service suppliers and describe the relationship with parent company, including years of service.

## 2. Repairs &amp; Service

- a. Describe in detail all support services including availability, response times for repairs, equipment replacement processes, and help desk protocols.
- b. List in detail procedures and timeline for USFSP contact protocol on:
  - System service disruptions
  - resident work requests
  - premium service installation
- c. List in detail procedures and timeline for non-residential contact protocol on outages or work requests.
- d. Provide a list of key contact personnel, phone numbers and locations.
- e. Describe any day to day operating routines not covered above.
- f. Repair personnel working in residence hall areas must be accompanied by a USFSP staff member at all times.
- g. Provide details for the repair call-in for residential and system repairs or restoration of services.

## G. About the Company- Qualification of Suppliers

1. Provide your company's most recent annual report or financial statement.
2. Name and address of operating company, indicate type of business (i.e. Individual, Partnership, Corporation, other).

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3. Number of years in the industry.
4. 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.
5. 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.
6. 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.
7. Include a copy of your standard contract.
8. Must have office/branch office with service personnel that will allow the vendor to provide repair services within 24 hours of a reported incident.

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

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

#### H. References

1. Provide installation and CATV experience. Include a list of at least three (3) references, preferably from the higher education market. Each reference should include: University/Business, address, contact name, telephone number, size of project, and date when the project was completed.
2. Name key personnel assigned to this project, and provide their qualifications and experience.

I. Required Forms (Completed and signed)

- Invitation to Negotiate Cover Page
- Minority Supplier 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

**8. Evaluation/Selection Factors**

Any award to be made pursuant to this ITN will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Supplier's responsiveness to the ITN and the total price quoted for all items covered by the ITN.

The following criteria will be used in evaluating all submitted proposals and in the selection of a Supplier:

- Completion of all required responses in the correct format.
- The extent to which Supplier's proposed solution fulfills USFSP's stated requirements as set out in this ITN.
- An assessment of the Supplier's ability to deliver the indicated service in accordance with the specifications set out in this ITN.
- The Supplier's stability, experiences, and record of past performance in delivering such services.
- Availability of sufficient high quality Supplier personnel with the required skills and experience for the specific approach proposed.
- Overall cost of Supplier's proposal.

List of All Channels Requested, All should be HD (Digital)

	FOX Business News	NASA
	Fox Movie Channel	National Geographic Channel
	Fox News	National Geographic Wild
	FOX Sports	NBA Network
A&E	Fox Sports ALT	NBC News
ABC Family	Fox Sports Florida	NBC Sports Network
ABC News	FUSE	NewsMaxTV
AMC	FX	NFL Network
Animal Planet	FXX	NHL Network
BBC America	GOLF	Nickelodeon
BET	Great 38	NY1
BHSN HD	GRIT TV	OWN
Biography	GSN – Game show Network	Oxygen
Bloomberg	Hallmark	Science
Boomerang	HBO	SEC Network
Bravo	HBO 2	Showtime
BTN	HBO Family	Spike
BUZZR	HBO Signature	STARZ
Campus LIFE	HBO Zone	Sun Sports
Cartoon Network	HBO-Latino	Sun Sports ALT
CBS Sports	Headline New (HLN)	SyFy
CMT	Heros	TBS
CNBC	HGTV	TCM
CNN	History Channel	Telemundo
Comedy Central	HMC	Tennis
CSPAN	ID-Investigation Discovery	The Weather Channel
CSPAN2	Info Mas	TLC
CTN- Christian Television Network	LAFF	TNT
CW44	Lifetime	Travel
Destination America	LMN	TruTV
Discovery	LMT	TVland
Discovery Life	MeTV	Universal
Disney	Military	Univision
E!	MLB Network	Univision MAS
ESPN	MNT 38	USA
ESPN 2	MOR	Velocity
ESPN Classic	MORTV-Estrell	VH1
ESPN Deportes	MORTV-This TV	WBUL Radio
ESPN News	MSNBC	WCLF-22
ESPN U	MTV	WE
FOOD	MTV2	Weather Channel
FOX	MTVU	WEDU

List of All Channels Requested, All should be HD (Digital)

WEDU-World PBS
WEDU+PBS
WEDU-VME PBS
WFLA-MeTV NBC
WFLA-NBC
WFTS-ABC
WFTT-Telefutura
WGN
WMOR
WRMD
WTOG-CW
WTSP-CBS
WTTA-My TV
WTVT-FOX
WTVT-Movies
WUSF
WUSF-16
WUSF-Create PBS
WUSF-KIDS PBS
WUSF-Knowledge PBS
WXPX- ION HD

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**System Requirements:**

- All channels are HD (digital)
- Closed captioning
- Television guide
- Inclusion of one channel for content insertion by USFSP

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**SECTION III: SPECIAL CONDITIONS**

**Attention Supplier:** Any suppliers 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 SUPPLIERS

Supplier's response to this **Invitation to Negotiate** shall be delivered to the **Purchasing and Property Services, University of South Florida, 4202 East Fowler Avenue SVC 1073, Tampa, Florida 33620-9000**, no later than **3:00 P.M. on February 17, 2017** 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 17, 2017** will not be accepted/considered for any reason whatsoever. These proposals will be returned unopened to the Supplier. Proposals and/or amendments ***will not*** be accepted at any time via facsimile or electronic mail. **At 3:00 P.M. on February 17, 2017 all timely ITN Proposals received will be opened and recorded.**

If the Supplier elects to mail/ship its ITN Proposal package, the Supplier 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 Supplier 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 17, 2016.**

ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above. ITN Proposals must be delivered in sealed envelopes/packages clearly marked: **ITN Proposal No. 17-01-STP.**

**All proposals must be submitted on our standard Invitation to Negotiate Form.** (Labeled as page 2)

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 Supplier in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Supplier 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: Suppliers 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](mailto:benjamin@usfsp.edu) no later than 3:00pm, on January 27, 2017.

Cable TV Services for USFSP4. PROJECT EVENT SCHEDULES (Dates are subject to change)

ITN Issued	12-16-16
<b>Mandatory</b> ITN Pre-Proposal Conference and Visual Inspection	01-20-17
Supplier Questions due	01-27-17
Response to Supplier Questions	02-03-17
ITN Proposal Due (Opening of Proposals)	02-17-17
ITN Evaluations	03-10-17
ITN Supplier Presentations (if needed)	03-17-17
ITN Awarded (Tentative)	03-24-17
Contract signed/PO Issued	04-14-17
Installation Complete/ Services live by	07-01-17

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.

**Supplier's failure to return any and all addenda will result in disqualification of that Supplier's Invitation to Negotiate.**

**PLEASE NOTE: It is solely the Supplier's responsibility to check the USF Purchasing Web site at [usfweb.usf.edu/purchasing/purch2.htm](http://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) – Davis 130-on the St Petersburg campus, Friday, January 20, 2017 promptly at 9:30 a.m. (any supplier 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 supplier as ineligible to participate in this ITN process.

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**SPECIAL NOTE: CONTRACTORS ARE URGED TO OBTAIN A VISITOR'S PARKING PERMIT FROM THE PERMIT MACHINE LOCATED AT THE USF ST PETERSBURG PARKING GARAGE (1<sup>ST</sup> FLOOR BY ELEVATOR) 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. 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 #17-01-STP will be posted on the bulletin board located outside the Purchasing & Property Services Department located at 4202 E Fowler Avenue SVC 1073, 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/index.aspx>). For the purpose of this ITN meeting notices will be noticed (posted) by e-mail to the ITN supplier 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

Supplier'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.

Suppliers 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

Suppliers desiring a copy of the proposal tabulation for the Invitation to Negotiate #17-01-STP 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 Supplier(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 Suppliers who are authorized to negotiate and make agreements shall be involved in negotiations.

12. EVALUATION CRITERIA

Any information a Supplier 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 Suppliers at any time in the process, Suppliers should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a



Cable TV Services for USFSP

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. (Refer to details on page 7-11).

13. NEGOTIATION WITH SUPPLIERS

To establish a Short List of Suppliers, 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 suppliers may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Suppliers to discuss their offers and proposals in further detail with the University. Suppliers will be given the opportunity to refresh their initial offers. Refreshed offers allow Suppliers 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 Suppliers that have been selected for the short list. Each of the Suppliers 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 Supplier may be selected.

14. INVITATION TO NEGOTIATE FORM

All proposals shall be submitted using the University of South Florida Invitation to Negotiate form (labeled as page 2) 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 Supplier and returned with the proposal in a sealed envelope. Supplier 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 Supplier in any way. Any alteration made by a Supplier 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 Suppliers 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 Supplier(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 Suppliers that may lead to the issuance and award of a contract.

16. SUPPLIER'S RESPONSIBILITY

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

17. SUPPLIER'S EXPENSE

All proposals submitted in response to the ITN must be submitted at the sole expense of the Supplier, 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

Supplier 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 St. Petersburg.**

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 suppliers. 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 Supplier's signature on their ITN proposal guarantees that the prices quoted have been established without collusion with other Suppliers and without effort to preclude the University from obtaining the lowest possible competitive price.

21. ORAL PRESENTATION

After ITN proposals have been opened, Suppliers 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 Supplier to clarify the proposal. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Supplier'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

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

In the event a mistake results in the written request of a Supplier withdrawing any part of the proposal, the Supplier 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.

Cable TV Services for USFSP23. 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 Supplier 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 Supplier, the contract shall cease and terminate. The liability of the Supplier and/or his/her 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 Supplier along with the submission of a properly executed invoice, and supporting documents (if required). The University shall issue the Supplier'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 supplier ombudsman, whose duties include acting as an advocate for suppliers who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481.

28. FEID NUMBER

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

29. W-9 FORM

Awarded Supplier is required to complete and return their W-9 Form when contacted by the University's Accounts Payable department. (Do not supply W-9 with proposal.)

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

Cable TV Services for USFSP30. Insurance

- a. The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Supplier'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 Supplier shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the University, for protection of the employees not otherwise protected.
- c. The Supplier must secure and maintain during the completion of the project, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Supplier 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 Supplier or by anyone directly or indirectly employed by the supplier 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 supplier's insurance policy. The payment of such deductible is the sole responsibility of the Supplier obtaining the insurance.

- d. Maintenance: If supplier 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 suppliers 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.

Cable TV Services for USFSP32. 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 supplier 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 Supplier 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 Bill Benjamin at (727) 873-4199 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 Supplier(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 Supplier(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 Supplier 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 supplier 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 Supplier 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 Supplier 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 Supplier, 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 page 26.**

Cable TV Services for USFSP36. PUBLIC ENTITY CRIMES

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

38. AFFIRMATIVE ACTION

As a condition of this contract, the Supplier 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.

39. 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 Supplier shall pay all personal property taxes on leased equipment and all taxes based upon net income.

40. 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.

41. CERTIFICATION

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

42. INDEMNIFICATION

Supplier 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 Supplier and/or Supplier's officers, employees, agents and contractors, in connection with this Agreement.

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 Supplier as the agent or representative of the University for any purpose in any manner whatsoever. Supplier is not authorized to bind University to any contracts or other obligations. Supplier shall not expressly or impliedly represent to any party that Supplier and University are partners or that Supplier 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 suppliers 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 Supplier(s), purchases may be made under this ITN by University of South Florida Direct Support Organizations and affiliated entities. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation.

46. Minority Supplier 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 suppliers 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 supplier 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. Suppliers shall also provide a list of MBE suppliers and subcontractors with the bid proposal.

Suppliers 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, suppliers, 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, and 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 subcontractors quarterly spend data 12 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

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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.

Suppliers 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 USFSP 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



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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 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 52.209-6)

51. TERMS OF AGREEMENT AND RENEWALS

The term of this agreement is from the effective date of the agreement for a period of two (2) years with a possible renewal period of two (2) years.

52. 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>

**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 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)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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 supplier. 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 of noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier 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."

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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:

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

- 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/indexwhat.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 4 – 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:**

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**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 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**

Cable TV Services for USFSP

## Purchasing and Property Services

4202 E Fowler Ave SVC 1073

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:**

SUPPLIER

NAME \_\_\_\_\_

ITN NO.

**17-01-STP**

PHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

E-MAIL ADDRESS  
\_\_\_\_\_

FAX THIS FORM TO:

PURCHASING SERVICES

ATTENTION: Sapana Shah

FAX NO. (813) 974-5362

**Minority Vendor & Visa P-Card Certification**

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

\_\_\_\_\_

Date



Cable TV Services for USFSPBidder'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.



**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.***

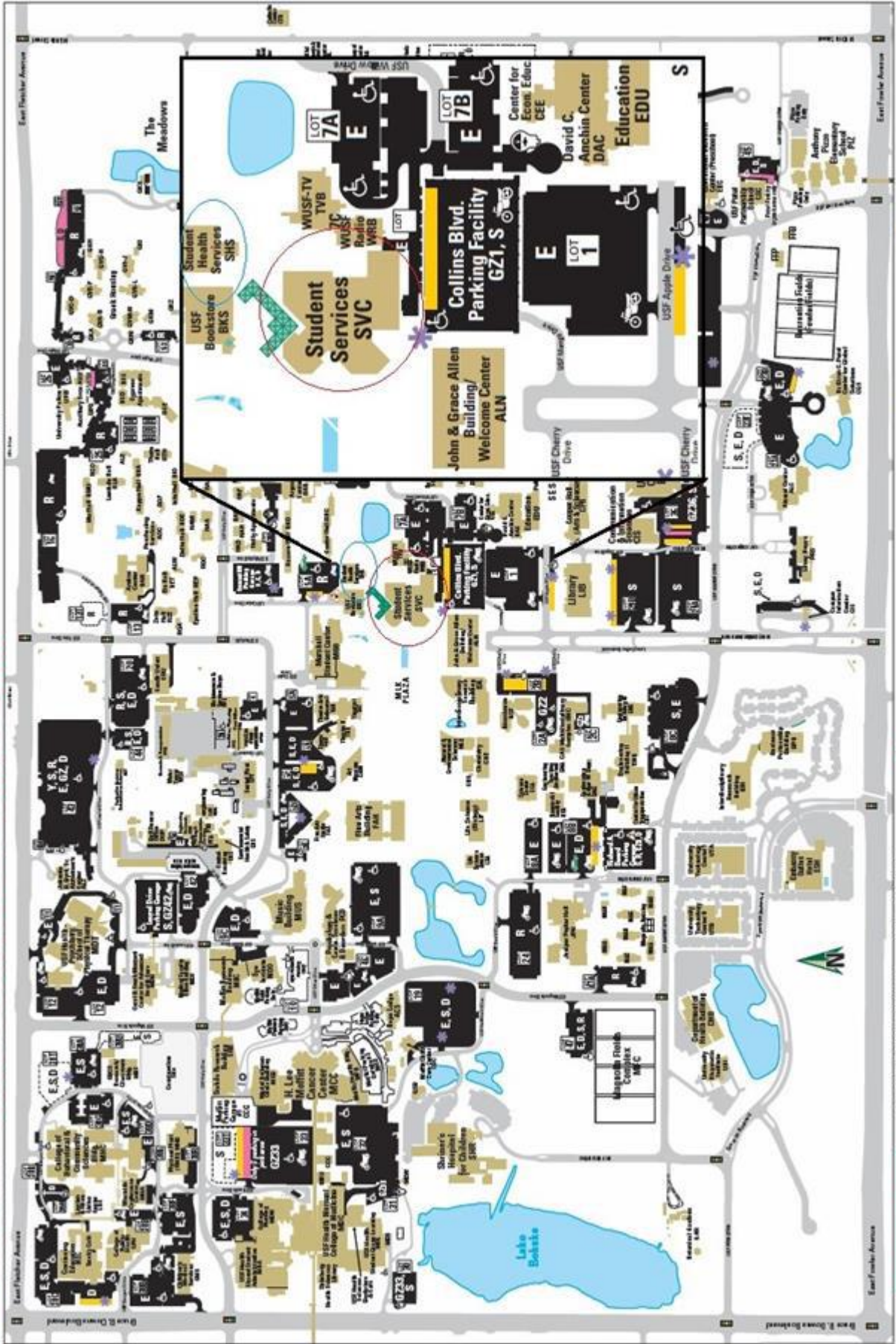
\* Note: A campus Map showing the location of the Campus Information Center, the Collins Blvd. Garage and the SVC building is included with these instructions. **Do not forget to stop at the Campus Information Center to obtain a daily parking permit prior to visiting Purchasing Services.**

Cable TV Services for USFSP

Revised 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](http://www.usf.edu/parking).



# UNIVERSITY OF SOUTH FLORIDA TAMPA CAMPUS PARKING MAP



- 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
  - Hourly Parking
  - Motorcycle Parking
  - Disabled Parking
  - Permit Pay Station
  - Motored Parking
  - Electric Car Charging Station
  - Car Share