



UNIVERSITY OF SOUTH FLORIDA

INVITATION TO NEGOTIATE

ITN# 18-21-YH

Office/Lab Moves and Related Moving Services

The University of South Florida Board of Trustees, a public body corporate (“USF”) is requesting Vendor Proposals (Section 5) from qualified moving businesses licensed to do business in the State of Florida (hereinafter, “Vendor(s)”) for this USF Invitation to Negotiation ITN# 18-21-YH for **Office/Lab Moves and Related Moving Services** (“ITN”) as specified herein.

Please note Vendor Proposals must be submitted no later than **Friday, March 16, 2018 by 3:00 PM.** Any questions concerning this ITN should be directed to Muhammed Higgins, Senior Procurement Agent, Procurement Services: higginsy@usf.edu.

A **MANDATORY** Pre-Proposal Meeting will be held on **Thursday, February 22, 2018 at 3:00 PM.** Meeting location is the **Procurement Services, University of South Florida, 4202 East Fowler Avenue, SVC 1073, Tampa, Florida 33620.**

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

<http://www.usf.edu/business-finance/purchasing/public-bids/index.aspx>

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1. INTRODUCTION

1.1. Opening Note to Vendors

Vendor Proposals must be delivered in sealed envelopes/packages clearly marked **ITN # 18-21-YH** addressed to **University of South Florida, Procurement Services, 4202 East Fowler Avenue SVC 1073, Tampa, Florida 33620**, no later than **Friday, March 16, 2018 by 3:00 PM** according to the official clock located in the USF Procurement Department. No other timekeeping source will be considered for this purpose. Vendor Proposals arriving after the prescribed time may be rejected at USF's sole discretion. Rejected Vendor Proposals will be returned unopened to the Vendor. Vendor Proposals, and revisions thereto, will not be accepted at any time by fax or email. Accepted Vendor Proposals will be opened and recorded immediately after the time specified above.

If a Vendor Proposal is mailed, the Vendor must allow sufficient time to ensure USF receives the Vendor Proposal by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure a Vendor Proposal is delivered by the time specified above.

Each Vendor Proposal must include one (1) original Vendor Proposal clearly marked as "Original", one (1) identical copy clearly marked as "Copy", and one (1) identical digital copy on USB flash drive. Vendor Proposals that do not include all of the requested copies may be disqualified at the sole discretion of USF.

Vendors cannot withdraw delivered Vendor Proposals after the submission deadline has passed.

1.2. Purpose of ITN

The purpose of this ITN is to enter into continuing service agreements with multiple Vendors capable of providing additional capacity to the USF System for office and lab moves and related services.. Through the ITN process USF will negotiate the best value for USF. The continuing services agreements awarded pursuant to this ITN will not guarantee Vendors any minimum or maximum amount of work or revenue.

1.3. Description of University

USF is a high-impact, global research university located in Tampa Bay on Florida's west coast. It is one of the largest public universities in the nation, and among the top 50 universities for federal research expenditures. USF is one of only four Florida public universities classified by the Carnegie Foundation for the Advancement of Teaching in the top tier of research universities, a distinction attained by only 2.3 percent of all universities.

At the heart of USF is a vibrant, diverse, and engaged student body. Serving nearly 48,000 students, the USF System has an annual budget of \$1.5 billion and an annual economic impact of \$4.4 billion. The USF System includes three institutions, each separately accredited by the Commission on Colleges of the Southern Association of Colleges and Schools: USF Tampa; USF St. Petersburg; and USF Sarasota-Manatee. In addition, the USF Tampa location is home to USF Health, including the Colleges of Medicine, Nursing, Public Health, and Pharmacy.

With 180 degree programs at the undergraduate, graduate, specialty and doctoral levels, including the doctor of medicine, there's something for everyone at USF. USF is focused on student success offering a dynamic learning environment that inspires innovation, creativity, and collaboration. The USF faculty consists of more than 2,000 distinguished scholars, researchers, and expert teachers, nearly all holding PhDs or the highest degrees in their fields.

USF is a member of the American Athletic 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>.

1.4. USF Contact

Muhammed Higgins, Senior Procurement Agent
 USF Procurement Services
 4202 E. Fowler Avenue, SVC 1073
 Tampa, FL 33620
 Email: higginsy@usf.edu

1.5. Visit USF, Campus Maps, and Parking Information

Visit USF:

<http://www.usf.edu/about-usf/visit-usf.aspx>

Parking & Transportation Services Campus Maps:

<http://www.usf.edu/administrative-services/parking/maps/>

Parking & Transportation Services Visitor/Daily Parking Information:

<http://www.usf.edu/administrative-services/parking/permits/visitor-daily-permits.aspx>

1.6. Event Schedule

The Event Schedule below is subject to change at USF's sole discretion.

ITN Issue:	Wednesday, February 7, 2018
Pre-Proposal Meeting	Thursday, February 22, 2018 at 3:00 PM
Vendor Questions Due:	Thursday, March 1, 2018 by 3:00 PM
Response to Vendor Questions:	Monday, March 5, 2018 by 5:00 PM
Vendor Proposals Due:	Friday, March 16, 2018 by 3:00 PM
Evaluation of Vendor Proposals:	Friday, March 16– Friday, March 30, 2018
Intent to Award:	Friday, March 30, 2018 by 5:00 PM

1.7. Pre-Proposal Meeting

Vendors must attend a **MANDATORY** Pre-Proposal Meeting to be held in **Procurement Services, University of South Florida, 4202 East Fowler Avenue, SVC 1073, Tampa, Florida 33620** on **Thursday, February 22, 2018 at 3:00 PM**. Arrival after the designated time according to the official clock located in USF Procurement Services may result in a Vendor's exclusion from the Pre-Proposal Meeting and ineligibility for the ITN. No other time keeping device will be considered for this purpose.

It is solely the Vendor'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 academic or other USF activities. USF representative(s) will be available at the Pre-Proposal Meeting to answer questions related to ITN. However, any verbal statement by any person will be non-binding. USF is not liable for any

cost incurred in connection with the preparation, production, or submission of the Vendor Proposal, including any costs resulting from the Vendor accepting verbal direction. All changes or clarifications to the ITN, if any, will only be made through written addendum distributed by Procurement Services by email and posted on the Procurement Services website. Vendor should follow up with USF Contact in writing to ensure an answer to a question discussed during the Pre-Proposal Meeting is included in a written addendum to the ITN. Vendor is responsible for providing USF Contact accurate email address(es) in order to be sent addenda directly.

All individuals attending the Pre-Proposal Meeting are required to turn all cellular devices off before entering the conference room. Failure to do so may result in a Vendor's representative being asked to leave the Pre-Proposal Meeting and the applicable Vendor's ineligibility for the ITN.

2. GENERAL CONDITIONS

2.1. Vendor Questions

USF will not give verbal answers to questions regarding the ITN prior to or after the selection process of this ITN. Any verbal statement by any person will be non-binding. USF is not liable for any cost incurred in connection with the preparation, production, or submission of the Vendor Proposal, including any costs resulting from the Vendor acting on verbal direction. Any Vendor questions must be submitted in writing to the specified USF Contact (Section 1.4) by the Vendor Questions Due date provided in the Event Schedule (Section 1.6). All changes or clarifications to the ITN, if any, will only be made by written addendum distributed by Procurement Services electronically via email and posted on the Procurement Services website. If Vendor wishes to receive addenda directly, they must ensure USF Contact has their accurate email address(es).

2.2. Response to Vendor Questions

Vendor Questions submitted in accordance with this ITN will be addressed with a written addendum by the Response to Vendor Questions date provided in the Event Schedule (Section 1.6). Procurement Services may issue additional written addenda at any time up to 48 hours prior to the Proposal Due date provided in the Event Schedule (Section 1.6) to supplement, modify, or interpret this ITN. No verbal or written information from any source other than addenda distributed in accordance with this ITN will serve to supplement, modify, or interpret this ITN in any way.

Vendor's failure to sign and return all addenda as part of their Vendor Proposal may result in disqualification of their response.

2.3. Meetings

Notice of all public meetings regarding this ITN will be sent by email and posted on the USF Procurement website no later than five (5) business days prior to the meeting. If Vendor wishes to receive these notices directly, they must ensure USF Contact has their accurate email address(es). If Vendor requires special accommodations to attend an event, please notify the USF Contact at least three (3) business days prior to the scheduled event.

2.4. Parking

Annual, semester, monthly, weekly, or daily parking permits must be obtained from Parking and Transportation Services for any company vehicles and/or individual vehicles parked on campus. Parking rules and regulations must be observed by all drivers. The Vendor will ensure that all vehicles parked on campus for purposes relating to this ITN have proper parking permits. Failure to obtain permits and properly display them could result in tickets and/or towing at the company's or individual's expense. Additional parking information is available on the Parking & Transportation Services website: <http://www.usf.edu/administrative-services/parking/>.

2.5. Evaluation Criteria

In addition to meeting all applicable requirements described in the ITN, Vendor Proposals will be evaluated based on the criteria put forward in Evaluation Criteria (Section 4.3). USF reserves the right to request additional information or clarification from Vendors at any stage of the process. However, Vendors should not assume they will be allowed to clarify or modify their initial Vendor Proposal.

USF reserves the right to waive variations to specifications, informalities, irregularities, and technicalities in any Vendor Proposal, as well as, to accept or reject any and all Vendor Proposals, in whole or in part, with or without cause, in accordance with the best interest of USF.

2.6. Vendor Proposal

All Vendor Proposals must include the Invitation to Negotiate Acknowledgement Form signed by an authorized signatory for the Vendor, along with all other documentation identified in the Vendor Proposal Checklist under Vendor Proposal (Section 5) completed and submitted in accordance with the Vendor Proposal Instructions (Section 5.1) and this ITN. Vendor Proposal must be typewritten or completed in legible handwriting with ink.

The ITN together with all documentation included in a submitted Vendor Proposal constitute a legal document. Any attempt to change or modify the terms and conditions of the ITN through the Vendor Proposal may result in the rejection thereof. Vendor should notify USF Contact in writing of any concerns regarding the ITN or Vendor Proposal forms, so USF may evaluate the possible need to address said concerns by addenda.

All Vendor Proposals submitted in response to the ITN will be submitted at the sole expense of the Vendor, whether or not any contract is awarded as a result of a Vendor Proposal. Vendors will pay all costs associated with the preparation and delivery of Vendor Proposals, as well as, any or all necessary visits to campus and other required site visits.

All Vendor Proposals submitted to USF are thereby USF property. USF reserves the right to utilize and/or adapt the information contained in submitted Vendor Proposals for any purpose USF deems appropriate. Any parts of a Vendor Proposal, as well as, any other materials(s) submitted to USF by Vendor, will become a public document subject to Chapter 119, Florida Statutes (“Florida Public Records Act”). To the extent required by Florida law, this could result in disclosure by USF of material identified as, or otherwise considered, confidential by the Vendor.

The result of USF’s adjudication of a Vendor Proposal will not affect the applicability of this section.

2.7. Vendor’s Responsibility

By submitting a Vendor Proposal, Vendor hereby agrees it shall be, at minimum, fully and solely responsible for all goods and services described in its Vendor Proposal at the costs proposed therein, notwithstanding conflicting criteria, if any, present in this ITN.

2.8. Open Competition

USF encourages free and open competition among Vendors. This ITN and the procedures described herein are intended to accomplish this objective, while prioritizing the economic interest of USF as a public entity in the State of Florida. The Vendor’s signature on their Vendor Proposal guarantees that the prices quoted have been established without collusion with other Vendors and without effort to preclude USF from obtaining the lowest possible competitive price.

2.9. Oral Presentations and Written Clarifications

After Vendor Proposals have been opened, USF reserves the right to request Vendors make oral presentations or provide written clarifications. Such presentations and clarifications provide Vendors an opportunity to discuss their qualifications and clarify aspects of Vendor Proposals. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Vendor Proposal and become part of the same as if originally submitted.

2.10. Negotiation with Vendors

Upon evaluation of initial Vendor Proposals, USF reserves the right to enter into negotiations with one or more Vendors. During negotiations, Vendors will be given the opportunity to improve their initial offers with regard to timing, scope of services, and pricing. At the conclusion of the negotiation process, USF may ask Vendors

to submit a written best and final offer, memorialize in writing all agreements reached during negotiations, and extend additional benefits to USF, as applicable, to be incorporated into the Vendor Proposal and become part of the same as if originally submitted.

2.11. Award

Upon review of the final Vendor Proposals, USF may award one or more Vendors each one or more lots, as applicable, in accordance with the best interest of USF. Upon selection, prior to award, USF will post on the Procurement website an Intent to Award. The Intent to Award will record accepted Vendor Proposals with a checklist of requested documentation, summarize the various applicable stages of evaluation/negotiation, and identify the selected Vendor(s). It may or may not include price information. ITN results will not be given out over the telephone. Individuals seeking additional information regarding responses to an ITN must send a written request to the USF Contact.

2.12. Notice and Protest Procedures

USF shall post on the Procurement Services website notice of any decision or intended decision as defined by Florida Board of Governors (“BOG”) Regulations 18.002(2)(c). If a Vendor desires to protest a decision or intended decision of USF, the Vendor must timely file with USF Procurement Services a Notice of Intent to Protest, a Formal Protest, and the required Solicitation Protest Bond prescribed by BOG Regulation 18.003.

The 72-hour period for filing the Notice of Intent to Protest regarding any decision or intended decision begins upon the posting of the decision or intended decision on the Procurement Services website. If the end of the 72-hour period falls on a Saturday, Sunday, or legal holiday, the deadline for filing the Notice of Intent to Protest shall be the next business day. A Notice of Intent to Protest may not be filed before the 72-hour period begins.

Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the BOG Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

2.13. Purchase Orders

USF will not accept nor be responsible for payment of invoices for commodities, goods, contractual services, licenses, or leases of space without an official USF Purchase Order (“PO”) number printed on the Vendor’s invoice. Vendors providing goods or services to USF without a PO do so at their own risk with no guarantee of payment by USF.

2.14. Purchasing Card Program

USF has a Purchasing Card (“PCard”) Program. In accordance with USF Regulations and Policies, various USF PCard holders acquire certain goods and services for which they may be able to elect to make payment by PCard. Vendor shall indicate willingness and ability to accept Visa where provided in the Vendor Proposal.

2.15. Certified Business Enterprises (CBE)

As part of the USF Strategic Plan, the USF System is committed to fostering a diverse community distinguished by a shared purpose, collaboration, open and timely communication, mutual respect, trust, and inclusiveness. USF is an equal opportunity institution, and, as such, strongly encourages the lawful use of Certified Business Enterprises (CBE) including certified Minority (MBE), Women (WBE), and Veteran (VBE) Business Enterprises to provide goods and services to USF by promoting a fair and equal opportunity to compete and participate in the solicitation process.

The selected Vendors will be contractually obligated to implement a plan for documenting a good faith effort to use the services or commodities of CBE's in carrying out its obligations. The plan must include the following at a minimum: (1) scheduling meetings to inform CBE's of contracting and subcontracting opportunities; (2) advertising subcontracting opportunities in general circulation, trade association, or minority-focus media concerning the subcontracting opportunities; (3) providing written notice to a reasonable number of specific CBE's that their interest in the contract was being solicited in sufficient time to allow the CBE's to participate effectively; (4) breaking down contracts into economically feasible units to facilitate CBE participation, where possible; and (5) engaging the services of available minority community organizations; minority contractors' groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of CBE's.

2.16. Agreement for Contractual Services

Any agreement(s) entered pursuant to this ITN (hereinafter, "Agreement(s)") must comply with Florida law, BOG Regulations and Guidelines, and USF Regulations and Policies, as well as, incorporate by reference the terms and conditions of this ITN. A Sample Agreement is attached as Exhibit A.

2.17. W-9 Form

Awarded Vendors will be required to complete the USF Substitute Form W-9 available on the USF Travel & Accounts Payable website: <http://www.usf.edu/business-finance/controller/payment-services/vendors.aspx>.

2.18. Purchases By Others

With the consent and agreement of an awarded Vendor, purchases may be made under this ITN by the following ("Entities"): USF Direct Support Organizations, other State universities, community colleges, district school boards, other educational institutions, and by other governmental agencies within the State of Florida to the extent each such purchase is allowable under the respective Entities regulations and policies. At minimum, such purchases will be governed by the terms and conditions stated in the ITN.

2.19. Taxes

The State of Florida and USF, as a public entity thereof, are a tax immune sovereign and exempt for 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.

2.20. Licenses

In the event Vendor 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 Vendor.

2.21. Availability of Funds

USF's performance and obligation to pay under Agreement is contingent upon one or both of the following: annual appropriation of funds by the Florida Legislature and funding from other public and/or private institutions. Agreement may be canceled without further obligation on the part of the USF, if sufficient funding is unavailable to assure full performance under Agreement. In such an event, USF will issue written notice to Vendor of the unavailability of said funds, thereby immediately terminating Agreement with no further obligation or penalty. Upon issuance of such notice, the Vendor is entitled to payment for only those goods and services provided under Agreement prior to the date notice is issued.

2.22. Public Records Law

Vendor Responses are exempt from disclosure under Chapter 119, Florida Statutes until USF issues an Intent to Award or within thirty (30) days after the ITN opening, whichever is earlier per § 119.071(1)(b)2.

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

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

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

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

2.23. Termination

- 2.23.1. *Termination for Convenience.* Agreement may be terminated by USF without cause upon no less than thirty (30) days written notice.
- 2.23.2. *Termination for Cause.* Each term and condition of Agreement is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of Agreement. Either party may terminate Agreement in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder and such breach or default continues thirty (30) days after written notice thereof is provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.
- 2.23.3. *Administration of Termination.* All written notices under this section must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination under Agreement, only fees for goods and services actually rendered by the Vendor through the date of termination, if any, will be due and payable, and all work in progress will become property of USF and will be turned over promptly by the Vendor. Upon receipt of written notice of termination, up until the date of

termination, the Vendor will make reasonable efforts to limit the incursion of additional fees and perform only those services necessary for the timely delivery of work in progress to USF and/or to correct a material breach or default, as applicable. Parties to Agreement will not be relieved of the duty to perform their obligations up to and including the date of termination. A termination penalty may not be charged against USF.

2.24. Waiver of Rights

No failure to exercise or delay in exercising any right, power, or remedy accruing to USF on any breach or default of Vendor hereunder will impair any such right, power, or remedy, or be construed as a waiver of any such breach or default or of any similar breach or default thereafter occurring; nor will any waiver of any single breach or default be construed as a waiver of any other breach or default.

2.25. Sovereign Immunity

Nothing in this ITN or Agreement will be construed as an indemnification of the Vendor by USF. USF warrants and represents that as a sovereign entity, it is self-insured. USF assumes all risk of personal injury and property damage attributable to the negligent acts or omissions of USF and the officers, employees, servants, and agents thereof while acting within the scope of their employment by USF. Vendor and USF agree that nothing contained herein will be construed or interpreted as (a) the consent of USF and State of Florida, their agents and agencies to be sued except as provided for herein; or (b) a waiver of sovereign immunity by USF and the State of Florida beyond that provided in § 768.28, Florida Statutes.

2.26. Limitation of Liability

As sovereign agency or subdivision of the State of Florida, USF's self-insurance limitations are provided by law. USF is provided with comprehensive general liability insurance through the State Risk Management Trust Fund with limits of coverage up to a maximum of \$200,000 per occurrence and \$300,000 in aggregate pursuant to the terms and limitations of § 768.28 and Chapter 284, Part II, Florida Statutes or as amended. USF will provide evidence of its self-insurance statute upon request. The parties agree that this is sufficient in lieu of any other insurance requirements. USF's total liability will not exceed the limits of its self-insurance coverage as defined by Florida Statutes.

2.27. 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 between the Parties hereto, or as constituting Vendor as the agent or representative of USF to any contracts or other obligations. Vendor must not expressly or impliedly represent to any party that Vendor and USF are partners or that Vendor is the agent or representative of USF for any purpose or in any manner whatsoever. The Parties are independent contractors and neither party will have supervision or control over the other party's employees, faculty, staff, students, representatives, or volunteers in the performance of their duties. Vendor must not use the name, logo, or intellectual property of USF for marketing purposes, or otherwise, without the prior written consent of USF.

2.28. Subcontractors and Material Suppliers

Vendor shall be fully responsible for all acts and omissions of its subcontractors and material suppliers, including, persons directly or indirectly employed by its subcontractors and material suppliers, and persons for whose acts any its subcontractors and material suppliers may be liable, each as if they were employed by the Vendor. Nothing in the ITN or Agreement will create any contractual relationship between any subcontractor

or material supplier and USF or any obligation on the part of USF to pay or to see to the payment of any monies due any subcontractor or material supplier, except as may otherwise be required by law. USF may furnish to any subcontractor or material supplier, to the extent practicable, evidence of amounts paid to the Vendor for specific work done.

For work performed by Vendor under this ITN, all subcontractors and material suppliers utilized by Vendor must be pursuant to a duly executed, written agreement between the Vendor and each subcontractor or material supplier. Vendor is obligated to include language in its agreements with all subcontractors and material suppliers contractually binding each subcontractor and material supplier to the terms and conditions of the ITN to the benefit of USF. In addition, when applicable, Vendor will include specific provisions and language in its written agreements with subcontractors and material suppliers as required by the terms and conditions of this ITN.

2.29. Indemnification

The Vendor will indemnify, hold free and harmless, assume liability for, and defend, the State of Florida, USF, BOG, and their respective officers, employees, and agents, from and against all actions, claims, suits, judgments, liabilities, assertions of liability, losses, demands, payments, suits, costs, and expenses of every kind and description, including, but not limited to, attorney's fees, reasonable investigative and discovery costs, and court costs, for any accident, loss, assault, battery, defamation, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, damage to persons or property, bodily injury or death of persons, and unauthorized use, loss of, or damage to property, in law or in equity, of every kind and description, which in any manner directly, or indirectly, may arise, or be alleged to have arisen, or resulted, or alleged to have resulted from any acts or omissions, activities, presence, or promotions of every kind and description of Vendor and/or Vendor's officers, employees, agents, and subcontractors.

2.30. Vendor Personnel

In the event Vendor personnel, to include the employees, contractors, and agents of Vendor, are required to provide services to USF at its campuses, facilities, or events, Vendor must make commercially reasonable efforts to ensure that its personnel act in a manner that assists USF in providing a safe environment for its students, faculty, staff, and visitors and protects the reputation of USF. Vendor agrees that it and all of its personnel will carry out their duties under Agreement in accordance with all USF policies as well as local, state, and federal law, including but not limited to laws governing employee compensation and insurance coverage and USF's policies governing discrimination and sexual harassment. Vendor must ensure that its personnel performing services under Agreement are aware of their obligations and are appropriately and regularly trained to ensure compliance with these requirements and, when required by USF, have completed an appropriate background check in accordance with Chapter 435, Florida Statutes. In the event Vendor personnel violate the law or USF policy, as determined by law enforcement or USF responsible officials, in USF's sole discretion, after investigating such violations, USF may request that such personnel are restricted from performing services under Agreement. It is expressly agreed to by the parties that multiple violations of this section will be deemed a material breach by Vendor and subject to the termination in accordance with this ITN and Agreement. USF's regulations and policies are available for review at <http://regulationspolicies.usf.edu/>.

2.31. Protection of Personal Information

To the extent Vendor comes into contact with or has USF's information in its possession, Vendor agrees to implement reasonable and appropriate safeguards to protect personal information, as defined in § 501.171, Florida Statutes and educational records as defined in § 1002.225, Florida Statutes and 20 U.S.C. § 1232 ("Personal Information"), maintain the security of Personal Information, prevent unauthorized use, access,

disclosure, alteration and/or destruction of Personal Information, limit access to Personal Information it comes into contact with or possesses on behalf of USF to those of its employees who have a need to access the Personal Information in order to perform their job functions and ensure that such employees are aware of the confidentiality obligations of this Section and have agreed to comply with these obligations. Vendor also agrees that if it becomes aware of any unauthorized use, access, or disclosure of the Personal Information, or has a reasonable belief that substantial risk of unauthorized use, access, or disclosure exists, it will provide written notice to USF without unreasonable delay (but in no event, more than five (5) days) from the discovery of such unauthorized use, access, or disclosure. Vendor must cooperate fully to assist USF in identifying individuals potentially affected by such unauthorized use, access, or disclosure. Vendor will be responsible for all reasonable costs and expenses actually incurred by USF, including the cost of providing any required notifications, in connection with responding to any incident of unauthorized use, access, or disclosure of the Personal Information to the extent such incident arises from the acts or omissions of Vendor.

2.32. Conflict of Interest

ITN and Agreements are subject to the provisions of Chapter 112, Florida Statutes. All Vendors must disclose with the Vendor Proposal the name of any officer, director, or agent who is also an employee of USF. Further, all Vendors must disclose the name of any USF employee who owns, directly or indirectly, an interest of 5 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 or subcontracted is an employee of USF. Violation of this section by Vendor shall be grounds for cancellation of Agreement.

If the goods and services provided pursuant to this ITN are at all related to a USF System Research Project, as defined in USF System Policy 0-309, the Vendor hereby certifies that to the best of their knowledge and belief all potential individual and institutional conflicts of interest have been, or will be, fully disclosed, reviewed, and satisfactorily managed or resolved, in accordance with USF System Policies 0-309 and 0-317, before Services are initiated. Furthermore, when conflicts of interest exist, the Vendor will make reasonable efforts and provide material support as required to aid USF in the timely disclosure, review, and resolution of such conflicts of interest.

In the event conflicts of interest exist, but cannot be satisfactorily managed or resolved in accordance with USF Policy, USF reserves the right to immediately terminate Agreement. USF's Research Integrity & Compliance, whose duties include review and management of all potential financial conflicts of interest as well as personal conflicts of interest that have the potential to bias research, may be contacted at 813-974-5638.

Written inquiries may be addressed to: USF Research Integrity & Compliance/Conflicts of Interest, 4202 E Fowler Ave, MDC 35, Tampa, FL 33620.

2.33. No Lobbying

The expenditure of funds disbursed from State of Florida appropriated grants and aids for the purpose of lobbying the Legislature or a State agency is prohibited. Vendor warrants that no individual employed by it conducts any lobbying activities.

2.34. No Employee Relationships.

The Vendor hereby certifies that to the best of their knowledge and belief no individual employed by them or subcontracted by them has an immediate relation to any employee of USF who is directly or indirectly involved in the solicitation of this ITN in violation of Section 112.3185, Florida Statutes. In the event, § 112.3185 is

violated in relation to this ITN USF may disqualify the applicable Vendor Proposals and immediately terminate Agreements, if applicable.

2.35. Disqualified Vendor Lists

A Vendor who has been placed on the Convicted/Suspended/Discriminatory/Complaints Vendor Lists and disqualified in accordance with Section 287.133(3)(d), Florida Statutes may not submit a proposal under any contract for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

2.36. Governing Law and Jurisdiction

This ITN and Agreements are governed by the laws of the State of Florida without regard for its conflict of laws provisions. The exclusive venue for all disputes arising out of this ITN and Agreements will be state and federal courts located in Tampa, Florida. Vendor irrevocably submits to the personal jurisdiction of such courts.

2.37. Immigration and Nationality Act

In the event Vendor is determined to be in violation under Section 274A(e) of the Immigration and Nationality Act, USF shall unilaterally cancel Agreement.

2.38. Subchapter II – Contract Work Hours and Safety Standards

Vendor, when applicable, will comply with 40 U.S.C. 327-330 as supplemented by the Department of Labor Title 29 Labor C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

2.39. Occupational Safety Hazards Act Requirements

Vendor certifies that all work, material, equipment, etc., performed/provided under Agreement meets or exceeds all Occupational Safety Hazards Act (OSHA) requirements and, that, if Vendor enters Agreement, and any work, material, equipment, etc., delivered is subsequently found to be non-compliant with OSHA requirements, then the cost to comply will be borne by the Vendor. Failure of the Vendor to bring all work, material, equipment, etc., purchased under Agreement in conformity with all OSHA requirements will constitute default under Agreement.

2.40. Intellectual Property

To the extent the goods and services sold or licensed by Vendor include Vendor's intellectual property or the use of third party intellectual property, the Vendor, without exception will indemnify and save harmless the State of Florida, BOG, USF and their officers, employees, and agents from liability of any kind, including cost and expenses for or on account of any improper use of copyrighted, patented, or trademarked invention, process, article, or other material involving work performed pursuant to this ITN.

If ITN or Agreement calls for deliverables, such as, articles, reports, marketing materials, project narratives, websites, mobile applications, video or audio recordings, etc., except for express exclusions set forth in Agreement, any such deliverables will be considered work made for hire and become the exclusive property of USF. Vendor hereby assigns, transfers, and conveys to USF all rights, title, and interests Vendor may have or accrue in such deliverables, and such deliverables will otherwise be deemed to be works made for hire under the U.S. Copyright Act [17 U.S.C. §101, et seq.].

2.41. Federal Debarment

By signing Vendor Proposal or Agreement, the Vendor certifies, to the best of its knowledge and belief, that the Vendor and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency. Within a three-year period preceding the submission of Vendor Proposal, Vendor has not been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract or criminally or civilly, charged by a governmental entity with commission of offenses, or had a contract terminated for default by any Federal agency.

2.42. Affirmative Action

The Vendor agrees to maintain compliance with all regulations published by the U.S. Department of Labor implementing Executive Order 11246, Section 402 of the Veterans Readjustment Act of 1974, and Section 503 of the Rehabilitation Act of 1973, each incorporated herein by reference inclusive of all current amendments.

2.43. Americans with Disabilities Act

Vendor must comply with the Americans with Disabilities Act (ADA) of 1990.

2.44. Equal Opportunity

USF 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 because of race, creed, color, sex, age, national origin, religion or disability. As a requirement for entering Agreement, the Vendor commits to the following:

- 2.44.1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor 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 Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2.44.2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 2.44.3. The Vendor 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 advising the said labor union or workers' representatives of the Vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.44.4. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.44.5. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.44.6. In the event of the Vendor's noncompliance with the nondiscrimination clauses of Agreement or with any of the said rules, regulations, or orders, Agreement may be canceled, terminated, or suspended in

whole or in part the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 2.44.7. The Vendor will include the portion of the sentence immediately preceding paragraph 2.45.1 and the provisions of paragraphs 2.45.1 through 2.45.7 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

2.45. Davis-Bacon Act

If the ITN includes construction services, then the Vendor must comply with the Davis-Bacon Act (40 U.S.C. § 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

2.46. Compliance with Copeland “Anti-Kickback” Act

If the ITN includes construction services, then the Vendor agrees as follows:

- 2.46.1. *Contractor.* The Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.P.R. pt. 3 as may be applicable, which are hereby incorporated by reference into Agreement.
- 2.46.2. *Subcontracts.* The Vendor shall insert in any subcontracts the clause above and such other clauses as a Federal, or other, granting agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 2.46.3. *Breach.* A breach of the contract clauses above may be grounds for termination of Agreement, and for debarment of Vendor and/or subcontractor(s), if any, as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.47. Compliance with the Contract Work Hours and Safety Standards Act

If the Vendor employs mechanics or laborers, then Vendor agrees as follows:

- 2.47.1. *Overtime Requirements.* The Vendor and their subcontractor(s), if any, providing Services under Agreement which may require or involve the employment of laborers or mechanics will not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1 ½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- 2.47.2. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the Vendor and their subcontractor(s), if any, responsible therefor

shall be liable for the unpaid wages. In addition, such Vendor and their subcontractor(s), if any, shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- 2.47.3. *Withholding for Unpaid Wages and Liquidated Damages.* USF, the State of Florida, or funding Federal agency, each individually, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor and/or subcontractor(s), if any, under any such contract or any other Federal contract with USF, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by USF, such sums as may be determined to be necessary to satisfy any liabilities of Vendor and/or subcontractor(s), if any, for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- 2.47.4. *Subcontracts.* The Vendor and subcontractor(s), if any, shall insert in any subcontracts the clauses set forth in paragraph 2.48.1 through 2.48.3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

2.48. Clean Air Act and the Federal Water Pollution Control Act

2.48.1. *Clean Air Act*

- 2.48.1.1. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2.48.1.2. Vendor agrees to report each violation to USF and understands and agrees that USF will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 2.48.1.3. Vendor agrees to include these requirements in each subcontract exceeding \$100,000.

2.48.2. *Federal Water Pollution Control Act*

- 2.48.2.1. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2.48.2.2. Vendor agrees to report each violation to USF and understands and agrees that USF will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 2.48.2.3. Vendor agrees to include these requirements in each subcontract exceeding One Hundred Thousand & 00/100 Dollars (\$100,000).

2.49. Energy Policy and Conservation

Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. § 6201-6422), and Florida's State Energy Management Plan adopted pursuant to § 255.257, F.S.

2.50. Suspension and Debarment

- 2.50.1. If Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, then the Vendor hereby certifies that neither the Vendor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2.50.2. The Vendor must comply with 2 C.P.R. pt. 180, subpart C and 2 C.P.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transactions with subcontractors and/or suppliers.
- 2.50.3. This certification is a material representation of fact relied upon by USF. If it is later determined that the Vendor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and USF, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 2.50.4. The Vendor agrees to comply with the requirements of 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of Agreement. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions with subcontractor and/or suppliers.

2.51. Byrd Anti-Lobbying Amendment

If the Vendor's total revenue pursuant to this ITN equals One Hundred Thousand & 00/100 Dollars (\$100,000) or more, then Vendor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

2.52. Procurement of Recovered/Recycled Materials

- 2.52.1. When performing pursuant to this ITN, Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 2.52.1.1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2.52.1.2. Meeting contract performance requirements; or,
 - 2.52.1.3. At a reasonable price.
- 2.52.2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>.

2.53. Access to Records

The following access to records requirements apply to this ITN and Agreement:

- 2.53.1. The Vendor agrees to provide USF, State of Florida, funding Federal agency, Federal administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books,

documents, papers, and record of the Vendor which are directly pertinent to this ITN or Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2.53.2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2.53.3. The Vendor agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this ITN or Agreement.

2.54. No Obligation

The Federal Government is not a party to this ITN or Agreement and is not subject to any obligations or liabilities to the State of Florida, USF, Vendor, or any other party pertaining to any matter resulting from Agreement.

2.55. FEMA Provisions

In addition to all other terms and conditions contained herein, the following provisions apply to Agreements utilizing financial assistance from the Federal Emergency Management Agency ("FEMA"):

2.55.1. *DHS Seal, Logo, and Flags.* The Vendor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2.55.2. *Compliance with Federal Laws, Regulations, and Executive Orders.* This is an acknowledgement by Vendor that FEMA financial assistance will be used to fund this agreement only. The Vendor will comply with all additional applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives required as a result of FEMA's financial assistance.

2.55.3. *Fraud and False or Fraudulent.* The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this agreement.

2.56. Survivability

In the event of termination, term expiration, or the completion of services to be provided by Vendor hereunder, those provisions, which by their nature must survive Agreement to achieve their intended purpose, will remain operative and in full force and effect.

2.57. Severability

In the event any provision of this ITN or Agreement is deemed to be void, invalid, or unenforceable, that provision will be severed from the remainder of this ITN and Agreement so as not to cause the invalidity or unenforceability of the remainder of this ITN or Agreement. All remaining provisions of this ITN and Agreement will then continue in full force and effect. If any provision is deemed invalid due to its scope or breadth, such provision will be deemed valid to the extent of the scope and breadth permitted by law.

3. SPECIAL CONDITIONS

3.1. Contract Period and Renewals

- 3.1.1. The initial term for Agreement will be for a three (3) year period (“Initial Term”). USF, in accordance with its best interest, reserves the right to extend Agreement for one (1) additional two (2) year period (“Renewal Term”) by providing the Vendor written notice thereof.
- 3.1.2. In order to enact up to a three percent (3%) price increase to self-performed hourly labor rates for possible Renewal Term, the Vendor must submit a written request to USF at least sixty (60) calendar days prior to the end of the Initial Term. If the Vendor fails to submit such a request as described herein, then Vendor waives all right to a price increase during the Renewal Term. Requests for price increases in excess of three percent (3%) will be treated as requests for a three percent (3%) increase.

3.2. Service Initiation Meeting

After execution of Agreement, a service initiation meeting will be scheduled between the USF Facilities Management (“FM”) representatives and the Vendor to discuss project administrative requirements, communication procedures, quotation process, rules and regulations, safety and first aid, security, etc.

3.3. Insurance

The Vendor will not commence any work in connection with Agreement until obtaining, at a minimum, all of the following types of insurance and having such insurance approved by USF. 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 will furnish USF proof of insurance coverage by certificates of insurance no later than ten (10) days after Agreement is fully executed. All required insurance policies must name the University of South Florida Board of Trustees, Florida Board of Governors and the State of Florida as additional insured.

- 3.3.1. *Worker’s Compensation Insurance.* The Vendor must secure and maintain, during the life of Agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is sublet, the Vendor must require the insurance for all subcontractors’ 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 at a project performed under Agreement is not protected under Worker's Compensation statute, the Vendor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to USF, for protection of the employees not otherwise protected.
- 3.3.2. *General and Automobile Liability.* The Vendor must secure and maintain during the life of Agreement, comprehensive commercial general liability and comprehensive business automobile liability insurance which will protect the Vendor, its officers, employees, servants, agents, and USF from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under Agreement whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor and the amounts of such insurance must be for, at a minimum, the amounts as follows:

3.3.2.1. Commercial General Liability:

Each occurrence	\$ 500,000
Each aggregate	\$1,000,000

3.3.2.2. Business Auto Liability Insurance:

Combined Single limit \$ 500,000

3.3.2.3. Umbrella or Excess Liability: \$1,000,000

3.3.3. *Owner's and Vendor's Protective Liability Insurance.* The Vendor must secure and furnish an Owner's Contractors Protective Liability Insurance Policy with the following minimum limits:

Each occurrence \$ 500,000

3.3.4. *Explosion, Collapse, Underground Damage.* The Vendor's liability policy must provide "XCU" coverage for those classifications in which they are excluded.

3.3.5. *Vendor Deductibles.* USF 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.

3.3.6. *Subcontractor's Liability Insurance.* The Vendor must require each of the subcontractors to secure and maintain during the life of this sub-contract, insurance of the type and in the amounts specified above or shall so insure the activities of his subcontractors in his policy.

3.3.7. *Certificate of Insurance.* Certificate of Insurance forms will be furnished by the Vendor. These will be completed and signed by the authorized Resident Agent and returned to USF in accordance with this section. Certificates must be dated and show:

3.3.7.1. The name of the insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

3.3.7.2. A statement that the Insurer will mail notice to USF at least thirty (30) days prior to any material changes in provisions or cancellation of the policy except (10) days for non-payment of premium.

3.3.8. *Moving/Cargo Liability.* The Vendor's liability must cover against belongings and equipment being moved. This liability insurance may be included as part of the General Liability Insurance. The Vendor must include the certificate of insurance as well as the language within the policy identifying this coverage.

3.4. Performance and Payment Bonds

A performance and payment bonds will be required for individual projects costing \$100,000.00 or more. In case of individual projects costing \$100,000 or more, the Vendor must furnish performance and payments bonds as security for the faithful performance of the project and for the payment of all persons performing labor and/or furnishing materials thereto no less than seven (7) days from issuance of a PO. Surety of such bonds must be in the amount equal to the PO and must be revised to incorporate any change orders approved by USF during the project. The cost of the performance and payment bonds may be incorporated into the Vendor's quote for a particular project costing \$100,000 or more and failure by Vendor to incorporate the bond costs will be at Vendor's sole risk and expense.

The attorney-in-fact who signs the bond must:

3.4.1. Be with insurers qualified and doing business in the State of Florida;

3.4.2. Hold a certificate of authority authorizing it to write surety bonds in the State of Florida;

- 3.4.3. Have twice the minimum surplus and capital required by the Florida Insurance Code at the time the project is awarded;
- 3.4.4. Be in full compliance with the provisions of the Florida Insurance Code;
- 3.4.5. Hold a currently valid certificate of authority issued the United States Department of Treasury under 31 U.S.C. SS. 9304-9308;
- 3.4.6. Have an A.M. Best Rating no less than B-;
- 3.4.7. Furnish their company's name and telephone number; and,
- 3.4.8. File with the bond a certificate and effective dated copy of power of attorney.

3.5. Barricades

Vendor must provide all barricades and take all necessary precautions to protect buildings (interior and exterior finishes), equipment, personnel, and designated trees and shrubbery, as applicable. Protective barricades for pedestrian safety must maintain accessibility to walkways, buildings, and facilities by individuals with disabilities in compliance with Americans with Disabilities Act (ADA) of 1990. Barricades for trees and shrubbery, where applicable, shall be of 2" X 4" wood construction placed at the drip line. Vendor must complete all work in every respect, accomplish such work in a workmanlike manner, and provide for the removal of all barricade devices from USF property upon the completion of the project.

3.6. Clean Up

The Vendor will be responsible for ensuring:

- 3.6.1. All work is properly protected;
- 3.6.2. All rubbish and/or debris is promptly removed and lawfully disposed of off USF property;
- 3.6.3. All exposed work and/or fixtures are carefully cleaned prior to final acceptance; and,
- 3.6.4. All staging, parking, and work areas are returned to their original conditions, or better, upon completion of the project.

3.7. Familiarity with Laws and Codes

The Vendor must familiarize themselves and comply with all Federal, State, county, and local laws and ordinances, as well as, all regulations, policies, and rules applicable to the work being done during a project under Agreement, including, but not limited to, the Current Edition of the Florida Building code, the Current Edition of the Florida Fire Prevention code, and the Florida Statutes and Rules. Ignorance on the part of the Vendor will in no way relieve them of responsibility for compliance. Further, all work shall conform to all applicable laws, ordinances, and regulations of the local utility companies.

3.8. Correction of Work

The Vendor must promptly correct work rejected by USF for failing to conform to the requirements of Agreement or plan documents or technical specifications related to a specific project, whether observed before or after substantial completion and whether fabricated, installed, or completed. The Vendor will bear costs of correcting such rejected work, including, additional testing and inspections and compensation and associated expenses for the services of USF's personnel made necessary thereby. Such costs will be deducted by USF directly from future Vendor invoices prior to payment. The Vendors must commence correction of the work within two (2) calendar days after the date of written notice from USF.

3.9. Vendor Employees and Subcontractors

Vendor acknowledges work performed under Agreement will be on public property owned or leased by USF, which may at various times during the performance of the work be occupied by students, faculty, staff, and the general public. Vendor hereby agrees to the following:

- 3.9.1. Vendor will have competent supervisors on site when any work is being performed under Agreement. No work will be done without a project foreman, superintendent, or competent supervisor on site unless otherwise authorized by an officially designated USF representative.
- 3.9.2. Vendor will ensure all their employees and subcontractors are in compliance with the following when assigned to any project performed under Agreement:
 - 3.9.2.1. Wear neat and clean uniforms, or otherwise conform to an appropriate dress code, in compliance with all applicable safety requirements and allowing easy identification (excluded clothing, including but not limited to, cut-off pants, torn shirts, tank tops, sliced-up jeans, and/or any other obscene and/or offensive clothing);
 - 3.9.2.2. Refrain from conversing with students and/or faculty unless directly related to the work being performed;
 - 3.9.2.3. Refrain from profanity, obscene gestures, catcalls, whistles, or any other inappropriate behavior;
 - 3.9.2.4. Refrain from the use of alcohol and other drugs during working hours;
 - 3.9.2.5. Maintain auditory volume (verbal communication, music, etc.) at levels which are not offensive or disruptive to academic or professional activities;
 - 3.9.2.6. Speak and understand instructions given in English;
 - 3.9.2.7. Have all the tools, equipment, etc. necessary to perform the work specified herein.
- 3.9.3. Vendor will provide the USF Police Department and FM a list of the names and mobile telephone numbers of all supervisors assigned to any project performed under Agreement.
- 3.9.4. Vendor who employs work release employees will notify the USF Police Department of such practice and provide the names of all persons employed under a work release program.
- 3.9.5. Vendor will be liable for all property damage done by their employees or subcontractors. Vendor must conduct a thorough visual inspection of all property to be moved and move sites (pickup and delivery) and provide USF written notice of any perceived damage prior to initiating a move in order to contest liability for said damage after the move.

3.10. Owner's Rights Reserved

USF reserves the right to facilitate inspections, tests, and reports to ascertain that requirements of any project awarded under Agreement are being met. Should it be found that any requirements are not being met, USF may immediately demand that Vendor take action to meet requirements. After two (2) calendar days, if Vendor fails to comply with such demand, USF may serve written notice to the Vendor identifying the requirements not being met. After two (2) calendar days, if the requirements not being met identified in the written notice have not been addressed to USF's satisfaction, then USF may issue Vendor a notice of project termination thereby immediately terminating the project. The liability of the Vendor and/or their surety for all such violations will not be affected by any such termination. Agreements and other projects, if any, being performed

under Agreement will not be affected unless further action is taken in accordance with Termination (Section 2.23) or this section.

3.11. Notice to Contractors of Asbestos-Containing Materials in USF Buildings

USF strives to minimize asbestos exposure risks to its faculty, staff, and students. This is accomplished through proper identification and management of asbestos-containing materials inside and outside of campus buildings. Examples of asbestos-containing building materials on campus in buildings greater than 15 years of age are pipe and boiler insulation, roofing materials, fireproofing, hard panels known as “Transite”, floor tile, mastics, adhesives, electrical wiring insulation, and spray or trowel-applied ceiling finishes. Since asbestos is not completely banned in the United States, there is still the potential of asbestos being present in certain building materials even if a building has been constructed in the past 15 years. ACM that is present in an undisturbed and undamaged state is not considered to be hazardous.

USF has implemented an Asbestos Program to assure safe management and removal of ACM. USF’s Department of Environmental Health and Safety (“EH&S”) oversees the asbestos program and maintains file records of asbestos surveys and previous asbestos abatements. The Vendor, its subcontractors and consultants, and other service providers to the USF may encounter ACM and must, therefore, comply with the following instructions:

- 3.11.1. Avoid disturbing suspected ACM. Exercise caution and if there is any doubt about whether a material contains asbestos, then contact EH&S.
- 3.11.2. If it is necessary to disturb ACM, first notify the appropriate representative listed in this notice, or the USF Department of Environmental Health & Safety at (813) 974-4036, before proceeding with work. Vendor will take whatever precautions are necessary to protect human’s health and the environment, and comply with all applicable Federal, State, and local laws pertaining to asbestos.
- 3.11.3. If Vendor requires additional information on possible locations of ACM in a particular building, contact the appropriate representative from the Division for which work is being performed or contact USF EH&S directly.

<u>Division</u>	<u>Representative</u>	<u>Telephone No.</u>
FM	Sarah Baynard, Assist. Director, Design & Construction	(813) 974-4595
FM	Glen Aleo, Assist. Director, Building Maint. & Operations	(813) 974-4556
Housing	Mark Hauser, Associate Director	(813) 974-3346
EH&S	Greg Lewis, Asbestos Program Manager	(813) 974-7637
EH&S	Wilson Bull, Associate Director	(813) 974-0869

4. TECHNICAL SPECIFICATIONS

4.1. Purpose

To establish Agreements with qualified moving businesses to provide office and lab moving services, on an "as needed, when needed" basis as specified herein. All Vendors must be licensed to do business in the State of Florida.

The exact cost of each project will be reviewed by USF for proper selection prior to start of work, on a project-by-project basis, based on the pricing set forth herein.

4.2. Scope of Work

The Scope of Work for this ITN is divided into *Lot 1: Office Moves* and *Lot 2: Lab Moves*. Vendor must provide and maintain all licenses, permits, authorizations, taxes, and insurance, in accordance with Agreement and as may be further required by law, along with all labor, supervision, materials, tools, and equipment necessary for the proper and complete performance, in accordance with Agreement and as further described by USF on a "project-by-project" basis, of projects, on an "as needed, when needed" basis, including the following Scope of Work:

4.2.1. *Lot 1: Office Moves*, including, but not limited to, protecting, packing, loading, transporting, storing, unloading, unpacking, and placing as required, the following:

4.2.1.1. Furniture;

4.2.1.2. Computer; and,

4.2.1.3. Miscellaneous personal effects.

4.2.2. *Lot 2: Lab Moves*, including, but not limited to, protecting, packing, loading, transporting, storing, unloading, unpacking, and placing, as required, the following:

4.2.2.1. All items listed in *Lot 1: Office Moves* (Section 4.2.1)

4.2.2.2. Specialty lab equipment.

4.2.2.3. Specialty research equipment.

4.3. Evaluation Criteria

4.3.1. Vendor experience [minimum two (2) years of experience required] relevant to Scope of Work (Lot 1 and/or Lot 2) for which Vendor Proposal is submitted;

4.3.2. Pricing as provided on the Price Sheet (Section 5.5); and,

4.3.3. Content of Vendor Statement (Section 5.1.7), including, Vendor Summary, Key Personnel, Recent Projects, and Canceled Contracts/Controversies.

4.4. Location of Work

Projects awarded may be on the **Tampa campus, 4202 E Fowler Ave, Tampa, FL 33620, USF St. Petersburg, 140 7th Ave S, St. Petersburg, FL 33701, and USF Sarasota-Manatee, 8350 N Tamiami Trail, Sarasota, FL 34243.** On the Price Sheet (Section 5.5), Vendor is asked to provide hourly labor rates for each of the above USF institutions. For each institution, the pricing provided will apply to projects located within 25 miles of that institution's campus. In the event a project is located within twenty five (25) miles of more than one campus, the pricing for the campus proximate to the project's location will apply.

4.5. Project Solicitation

4.5.1. *Initial Communication.* Projects will typically arise from Facilities Management (“FM”) to fulfil a facilities need or request from another department. An FM project manager or other officially designated USF representative will reach out to Vendor(s) to schedule site visits, provide documentation detailing projects, and solicit quotations.

4.5.2. *Drawings and Specifications.* The presence and requirements of specific drawings and other supporting documents may vary greatly on a “project-by-project” basis. USF may or may not provide Vendor(s) specific drawings or other supporting documentation for a given project. Project descriptions and concept sketches are typical. Architectural or engineering drawings of the proposed work will be provided when available. Archive drawings and space plans may be provided as needed upon request. The Vendor(s) may be required to purchase hard copies of drawings and other supporting documentation at their own expense. Vendors will provide redline markups to indicate as-built conditions of any modifications.

4.5.3. *Competitive Quotes.* USF may elect to put certain projects out for competitive quotes among all Vendors under Agreement in a specified Lot. In these cases, the lowest qualified quote will be awarded the project. Qualified quotes must meet all requirements and constraints communicated to Vendors by FM project manager or other officially designated USF representatives. If there is more than a twenty percent (20%) difference between the two (2) lowest qualified quotes, the Vendor will have one (1) business day to evaluate the completeness of their submission. If an inaccuracy is identified, the Vendor may elect to withdraw the quote and the job will be awarded to the Vendor with the next lowest qualified quotes.

4.5.4. *Single Quote.* For all projects under Agreement, when determined by USF to be in its best interest, FM may elect to solicit a quote from a single Vendor. Contributing factors for such a determination, include, but are not limited, present distribution of workload, Vendors’ current capacity, Vendor’s expertise, project’s relationship or proximity to existing projects, and value or time saving opportunities.

4.5.5. *Quote Requirements:*

4.5.5.1. Timely and Responsive: Quotes must be submitted no more than two (2) business days after being requested and address all project requirements communicated by FM project manager or other officially designated USF representative. A Vendor’s failure to meet a response deadline and address project requirements may result in their exclusion from the competitive quotation process for a given project or assignment of project to another Vendor.

4.5.5.2. Itemized Breakdown of Costs: Quotes will include an itemized breakdown of labor, materials, subcontractors, and specialty equipment accounting for all project costs.

4.5.5.3. Schedule: Quotes will include an earliest available response time and timeframe indicating the project duration in days.

4.6. Costs

4.6.1. *Labor Costs.* Labor costs will be quoted by Vendor at the hourly labor rates provided on Price Sheet (Section 5.5) in the Vendor Proposal.

4.6.1.1. These hourly labor rates are inclusive of, but not limited to, the following:

4.6.1.1.1. All general hand tools;

- 4.6.1.1.2. All other tools and equipment generally associated with commercial grade, professional performance of the work described in the applicable Scope of Work (Lot 1 and/or Lot 2), including, but not limited to, trucks, box trucks, dollies, blankets, straps, ropes, ramps, plastic bins, moving tape, etc.;
- 4.6.1.1.3. All overhead and administrative costs;
- 4.6.1.1.4. All personal protective clothing and equipment;
- 4.6.1.1.5. All transportation costs of personnel and equipment to, from, and between USF project sites and transportation thereon, including parking costs (Section 2.4); and,
- 4.6.1.1.6. All travel time to, from, and between USF project sites and transportation thereon.
- 4.6.1.2. Regular Working Hours: Regular Working Hours are 7:00 A.M. to 5:00 P.M., Monday through Friday, excluding paid State holidays as defined in § 110.117, Florida Statutes.
- 4.6.1.3. Approval of Overtime: Certain projects may require work to be performed outside of Regular Working Hours. USF's payment of overtime rates is contingent upon pre-approval from a FM project manager or other officially designated USF representative. In the event Vendor fails to obtain pre-approval, or for any reason chooses not to request overtime rates, for work performed outside of Regular Working Hours, the Vendor will be solely responsible for all additional labor costs.
- 4.6.2. *Material Costs*. Material costs must be itemized, including quantities and rates, in all Vendor quotations. USF may, at its discretion, as a mandatory prerequisite to payment, request backup documentation to verify material costs as part of the invoicing process.
- 4.6.3. *Subcontractor Costs*. Subcontractor costs will be reimbursed at cost plus five percent (5%). All subcontractor costs included in Vendor quotes must be accompanied by subcontractor proposal(s). USF may, at its discretion, as a mandatory prerequisite to payment, request backup documentation to verify payment amounts to subcontractors as part of the invoicing process.
 - 4.6.3.1. Subcontractor Solicitation Requirements:
 - 4.6.3.1.1. For costs up to \$2,500, only one (1) written quote is required, unless otherwise requested by USF;
 - 4.6.3.1.2. For costs over \$2,500, but less than \$25,000, two (2) written quotes are required, unless otherwise requested by USF;
 - 4.6.3.1.3. For costs over \$25,000, three (3) written quotes are required, unless otherwise requested by USF;
- 4.6.4. *Specialty Equipment Costs*. Specialty equipment costs for rented equipment will be reimbursed at cost plus five percent (5%). All specialty equipment costs included in Vendor quotes must be accompanied by provider estimates.
 - 4.6.4.1. Rented Equipment: All costs associated with the rental of specialty equipment must be documented in the Vendor's quote. USF will not be liable for any usage fees, including, but not limited to, delivery/pickup, operator, fueling, and maintenance charges, unless included in the estimate provided with Vendor quotation. In the event there are usage fees that will not be known until after equipment is utilized, Vendor must disclose these contingent charges and establish a maximum cost for each in the Vendor quote for USF approval. In which case, USF will reimburse Vendor based on actual costs as supported by provider invoice. USF will

not reimburse undisclosed contingent charges or charges in excess of the maximum cost established in the Vendor quote.

- 4.6.4.2. Vendor Equipment: If Vendor owns specialty equipment, Vendor may provide USF with an itemized schedule with hourly, daily, weekly, and monthly flat rates for Vendor equipment. Vendor quotes will document specialty equipment costs for Vendor-owned equipment based on these flat rates with no markup.

4.7. Award

When a Vendor quotation has been accepted, a PO will be issued by Procurement Services and work will be coordinated through an FM project manager or other officially designated USF representative. Vendor acknowledges the actual value of work authorized under a project may be significantly less than the total award amount under a given PO. Vendor agrees that it will not make any claim for damages or loss of profits due to a difference between the award amount and the actual amount of work authorized.

4.8. Project Administration

4.8.1. *Coordination*. FM project manager or other officially designated USF representative will confirm the receipt of a PO issued by Procurement Services and coordinate with Vendor specifying times and locations work will be performed on the awarded project.

4.8.2. *Change Orders*. FM project manager or other officially designated USF representative may make a request for additional work to Vendor. Vendor must ensure that a timely written quote is submitted in compliance with Quote Requirements (Section 4.4.5) and Costs (Section 4.5) for the requested work. Once the change order is approved by Procurement Services, it will be sent to Vendor as approval to proceed with the work requested therein. At no time shall Vendor proceed with any additional work until they have received a written USF change order from Procurement Services.

4.8.3. *Project Termination*. In addition to the other rights and remedies contained in the ITN and Agreement with regard to termination, USF may terminate a project in compliance with Owner's Rights Reserved (Section 3.15), if USF deems the progress or quality of the Vendor's work on a project unsatisfactory.

4.8.4. *Other Reserved Rights*. USF reserves the right, through an FM project manager or other officially designated USF representative, to:

4.8.4.1. Stop any project or work in progress, at Vendor's sole expense, to address, real or perceived, unsafe conditions, deviations from the scope of work or other USF requirements, incorrect or improperly installed materials or equipment, etc.

4.8.4.2. Determine the suitability of all Vendor personnel and subcontractor personnel and, at Vendor's sole expense, order the removal from USF property of any of the said personnel determined to be unqualified to work on the project.

4.9. Invoicing and Payment

In addition to the minimum requirements established pursuant to Agreement regarding payment, as determined by FM project manager or other officially designated USF representative, prerequisites to payment for any project under Agreement may include the following:

4.9.1. Invoice will be on company letterhead and addressed as stipulated on each purchase order;

4.9.2. Invoice will be identified by the bid number, the purchase order number, work order number, and the project number and/or jobsite location;

- 4.9.3. Require Vendor provide cost breakdown inclusive of, but not limited to, the following:
 - 4.9.3.1. Labor hours, including, actual dates worked and breakdown of actual number of hours worked per man with corresponding hourly rate as per bid response;
 - 4.9.3.2. Materials and/or equipment used including the actual dates worked; project name, location and/or number; type of work performed; and etc.;
 - 4.9.3.3. Inclusive of, but not limited to, proof of purchase for any materials, supplies, and/or rentals [i.e., bill of sale, rental agreements, receipts, etc.];
 - 4.9.3.4. Copy of written agreements between any sub-contractor with the awarded contractor for any project.
- 4.9.4. Require Vendor provide appropriate partial and/or final waivers of liens.
- 4.9.5. Require Vendor provide waivers of lien from any subcontractor(s), material supplier(s), and/or rental agents who worked and/or supplied materials or rented equipment which was used on any project regarding Agreement.
- 4.9.6. Require Vendor provide all submittals and other project documents required for project under Agreement.
- 4.9.7. Upon review of any invoice, should the awarded Vendor be found to have invoiced above the fair market value for the item(s) procured, USF shall secure at least two (2) other price quotations for same and reimburse Vendor for the lowest amount only.
- 4.9.8. Denial of payment for any additional work, if Vendor has not provided a timely quotation for a change order requested by USF; or if the Vendor proceeded to do any additional work without a change order being issued by USF prior to the Vendor initiated the additional work.

5. VENDOR PROPOSAL

5.1. Vendor Proposal Instructions

The following documentation must be completed as instructed and including with your Vendor Proposal:

- 5.1.1. *Vendor Proposal Checklist.* Vendor must complete this form and include it as the cover page for its Vendor Proposal.
- 5.1.2. *Invitation to Negotiate Acknowledgment Form.* Vendor must complete this form and have it signed by a vendor representative authorized to sign and enter agreements on behalf of the Vendor (“Authorized Vendor Representative”).
- 5.1.3. *Vendor Acknowledgments.* Vendor must complete both pages of this form, have it signed by an Authorized Vendor Representative, and notarized by a Florida Notary Public. Vendor should mark any fields which are not applicable as “NA”.
 - 5.1.4. *Price Sheet.* USF is seeking Vendor’s hourly labor rates for the self-performance of various moving services as described in Lot 1 (Section 4.2.1.) and Lot 2 (Section 4.2.2.). In Section 5.5.1., Vendor must indicate for which Lot(s) Vendor Proposal is being submitted. In Section 5.5.2., Vendor must indicate for which USF Location(s) (Tampa, St. Petersburg, and Sarasota-Manatee) Vendor Proposal is being submitted. In Section 5.5.3., Vendor should provide its hourly labor rates for self-performed work under Agreement for each USF Location. In Section 5.5.4., Vendor should provide its flat rate mobilization fee per project for each USF Location. In Section 5.5.5., Vendor should provide its rates for various materials and related services. If Vendor is unable or does not wish to provide service for a given USF Location under Agreement, material, or related service(s), then the relevant field(s) for the price of that service or material is not applicable to Vendor. Vendor should mark any fields that are not applicable as “NA”. Vendor must complete all pages of this form as instructed, have it signed by an Authorized Vendor Representative, and notarized by a Florida Notary Public.
- 5.1.5. *Business Classification.* Vendor must complete this form as directed.
- 5.1.6. *Certificate of Non-Segregated Facilities.* Vendor must complete this form and have it signed by an Authorized Vendor Representative.
- 5.1.7. *Vendor Statement.* Vendor must draft a typewritten statement in 12-point font (Times New Roman, Arial, or Calibri) including the following sections:
 - 5.1.7.1. *Vendor Summary.* Describe Vendor’s background and business activities in the Tampa Bay region and elsewhere. This section should include evidence of Vendor’s: time in business providing services covered under this ITN; proximity of permanent place(s) of business to the campuses of USF’s three primary institutions (Tampa, St. Petersburg, and Sarasota-Manatee); experience providing services covered under this ITN to commercial and, particularly, public sector entities; experience performing under continuing service contracts; and capacity to muster the necessary labor force through present staff, augmentation thereof, and/or subcontractor relationships. This section should NOT EXCEED two (2) pages.
 - 5.1.7.2. *Key Personnel.* List all key personnel who will perform work under Agreement, including, certified contractor(s), project managers, supervisors, superintendents, and/or administrative support staff, as applicable. This section should include each employee’s length of employment with Vendor, amount of experience, and all relevant training and certifications. This section should NOT EXCEED three (3) pages.

- 5.1.7.3. *Recent Projects.* Provide a summary of up to ten (10) recent projects, including, the following: Project Name and Location; Brief Description; Start Date; Anticipated Completion Date; Actual Completion Date; Original Contract Amount; Change Order Amount; Total Contract Amount; Owner Name; Owner/Primary Representative's Name, Phone Number, and Email. Vendor must include Owner/Primary contact information for all projects completed within the past year to serve as potential references. This section should NOT EXCEED five (5) pages. Vendor may provide photos as attachments to this section, which will not be attributed to the page count.

For Vendor's responding to Lot 2, Vendor must describe Vendor's specific experience performing lab and research equipment moves. This section should include the length of time the Vendor has performed this work, types of equipment moved, as well as, the Project Name and Location; Brief Description; Start Date; Anticipated Completion Date; Actual Completion Date; Original Contract Amount; Change Order Amount; Total Contract Amount; Owner Name; Owner/Primary Representative's Name, Phone Number, and Email. Vendor must include Owner/Primary contact information for all projects completed within the past year to serve as potential references. This section should NOT EXCEED five (5) pages. Vendor may provide photos as attachments to this section, which will not be attributed to the page count.

- 5.1.7.4. *Canceled Contracts and Controversies.* Furnish a list and brief description of all contracts that have been canceled within the last twenty four (24) months, including, contract dates, names, addresses, telephone numbers of owners, and reason why contract was canceled. Provide a list of legal proceedings, pending or adjudicated within the last twenty four (24) months, to which Vendor is/was a party, including, names of all parties and brief description of issues in controversy. The section should NOT EXCEED two (2) pages.


- 5.1.8. *Additional Attachments.* Vendor must include copies of the following:

- 5.1.8.1. Local Business Tax Receipt;
- 5.1.8.2. Intrastate Moving License with Florida Department of Agriculture and Consumer Services;
- 5.1.8.3. SBA/OSD Certifications, if applicable;
- 5.1.8.4. Proof of Insurance; and,
- 5.1.8.5. All other relevant certifications/licenses, if applicable.

5.2. Vendor Proposal Checklist

Description	Included	Not Included
Vendor Proposal Checklist	<input type="checkbox"/>	<input type="checkbox"/>
Invitation to Negotiate Acknowledgment Form	<input type="checkbox"/>	<input type="checkbox"/>
Vendor Acknowledgments	<input type="checkbox"/>	<input type="checkbox"/>
Price Sheet	<input type="checkbox"/>	<input type="checkbox"/>
Business Classification	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Non-Segregated Facilities	<input type="checkbox"/>	<input type="checkbox"/>
Vendor Statement	<input type="checkbox"/>	<input type="checkbox"/>
Additional Attachments	<input type="checkbox"/>	<input type="checkbox"/>

5.3. Invitation to Negotiate Acknowledgment Form

 <p>INVITATION TO NEGOTIATE Acknowledgment Form</p>		<p>Submit Proposal To: University of South Florida Procurement 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</p>
ITN No: 18-21-YH	Title: Office/Lab Moves and Related Moving Services	
Date of Issue: Wednesday, February 7, 2018	Proposal Due: Friday, March 16, 2018 at 3:00pm	
USF Point of Contact		
Name: Muhammed Higgins	Email: higginsy@usf.edu	
Vendor Information		
Company Name:		
Mailing Address:		
City, State, Zip Code:		
Office Telephone No.:		
Vendor Representative's Telephone No.:		
Fax No.:		
Email Address:		
<p><u>Business Certifications</u> Check all that apply:</p> <ul style="list-style-type: none"> <input type="checkbox"/> African American <input type="checkbox"/> American Women <input type="checkbox"/> Asian-Hawaiian <input type="checkbox"/> Government Agency <input type="checkbox"/> Hispanic <input type="checkbox"/> MBE Federal <input type="checkbox"/> Native American <input type="checkbox"/> Non-Minority <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Pride <input type="checkbox"/> Small Business Federal <input type="checkbox"/> Small Business State <input type="checkbox"/> Veteran/Service Disabled 	<p><i>I certify that I am authorized to sign this Vendor Proposal on behalf of the Vendor and that the Vendor is in compliance with all requirements of the ITN, including but not limited to, certification requirements. The Vendor hereby agrees to abide by all terms and conditions of this ITN and the Vendor Proposal and to perform accordingly. In submitting Vendor Proposal to an agency of the State of Florida, Vendor offers and agrees that if the Vendor Proposal is accepted, the Vendor will convey, sell, assign, or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State of Florida's discretion, such assignment shall be made and become effective at the time the procurement agency tenders final payment to the Vendor.</i></p> <p>_____</p> <p>Printed Name/Title</p> <p>_____</p> <p>Authorized Vendor Representative's Signature</p>	

5.4. Vendor Acknowledgments

Vendor, hereby acknowledges, on their own behalf and, if so indicated, as duly authorized representative of a legal entity, whoever or whichever is the Vendor in the matter at hand, as follows:

- 5.4.1. Vendor, if an individual, is of lawful age to conduct business and enter legally binding agreements; or
- 5.4.2. That if:
- 5.4.2.1. The Vendor is a partnership or a corporation, it has been formed legally;
- 5.4.2.2. The Vendor is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
- 5.4.2.3. The Vendor 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.
- 5.4.3. That if the Vendor is using a fictitious name, they have complied with the Fictitious Name Statute of the State of Florida.
- 5.4.4. That the Vendor 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 Vendor acknowledges 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.
- 5.4.5. That the Vendor 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.
- 5.4.6. That no officer or employee of USF, either individual or through any firm, corporation or business of which they are a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between USF and this Vendor or awarded to this Vendor; nor shall any USF officer or employee have any financial interest in assisting the Vendor to obtain, or in any other way effecting, the award of this ITN or Agreement or obligation to this Vendor.
- 5.4.7. That, by submitting this Vendor Proposal, the Vendor certifies that they have fully read and understand the bid method and have full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.
- 5.4.8. Vendor has carefully read this ITN, including any applicable technical specification, drawings, and other attachments, attended any mandatory pre-proposal meetings and site visits, and with the full knowledge and understanding of the requirements and conditions therein, does hereby agree to furnish and to deliver as indicated, F.O.B. USF location, with all transportation charges prepaid, and for the prices quoted in the Vendor Proposal.
- 5.4.9. Vendor Name: _____
- 5.4.10. Type of Organization: Individual Small Business Non-Profit
 Partnership Corporation Joint Venture
- 5.4.11. Business is licensed, permitted or certified to do business in the State of Florida: Yes No
- 5.4.12. State of Florida Corporation ID No. (from Secretary of State): _____

5.4.13. State of Florida Fictitious Name Reg. No. (from Secretary of State): _____

5.4.14. State of Florida Intrastate Mover License No. (from FDACS): _____

5.4.15. Name Contractor's License is under: _____

5.4.16. FEID No. _____

5.4.17. Representative's Name: _____

5.4.18. Representative's Title: _____

5.4.19. Address: _____

5.4.20. City: _____ State: _____ Zip Code: _____

5.4.21. Telephone No. _____

The duly authorized representative of the Vendor hereby executes the Vendor Acknowledgements herein on the date indicated below.

Authorized Vendor Representative's Signature

NOTARY PUBLIC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____ (Representative Name) as _____

(Representative Title) for _____ (Vendor Name).

Signature of Notary Public

(NOTARY SEAL) _____

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

5.5. Price Sheet

5.5.1. The Vendor is submitting this Vendor Proposal to be considered for the following Lots (please check all that apply): Lot 1 Lot 2

5.5.2. The Vendor is submitting this Vendor Proposal to be considered for the following USF Location(s) (please check all that apply): Tampa St. Petersburg Sarasota-Manatee

5.5.3. Vendor Hourly Labor Rates for Self-Performed Moving Services (Please mark "NA" for any USF Locations(s) for which Vendor does not wish to provide service):

5.5.3.1. Tampa

Item No.	Description	Lot 1		Lot 2	
		<i>Regular Working Hours</i>	<i>Overtime</i>	<i>Regular Working Hours</i>	<i>Overtime</i>
5.5.3.1.1.	Laborer Supervisor	\$ ____/hr	\$ ____/hr	\$ ____/hr	\$ ____/hr
5.5.3.1.2.	Laborer	\$ ____/hr	\$ ____/hr	\$ ____/hr	\$ ____/hr

5.5.3.2. St. Petersburg

Item No.	Description	Lot 1		Lot 2	
		<i>Regular Working Hours</i>	<i>Overtime</i>	<i>Regular Working Hours</i>	<i>Overtime</i>
5.5.3.2.1.	Laborer Supervisor	\$ ____/hr	\$ ____/hr	\$ ____/hr	\$ ____/hr
5.5.3.2.2.	Laborer	\$ ____/hr	\$ ____/hr	\$ ____/hr	\$ ____/hr

5.5.3.3. Sarasota-Manatee

Item No.	Description	Lot 1		Lot 2	
		<i>Regular Working Hours</i>	<i>Overtime</i>	<i>Regular Working Hours</i>	<i>Overtime</i>
5.5.3.3.1.	Laborer Supervisor	\$ ____/hr	\$ ____/hr	\$ ____/hr	\$ ____/hr
5.5.3.3.2.	Laborer	\$ ____/hr	\$ ____/hr	\$ ____/hr	\$ ____/hr

- 5.5.4. Mobilization Fee will be a flat rate per project (Please mark “NA” for any USF Locations(s) for which Vendor does not wish to provide service):

Item No.	Description	Mobilization Fee
5.5.4.1.	USF Tampa	\$_____/project
5.5.4.2.	USF St. Petersburg	\$_____/project
5.5.4.3.	USF Sarasota Manatee	\$_____/project

- 5.5.5. Materials and Other Services (Please mark “NA” for any materials or services Vendor does not wish to provide):

Item No.	Description	Rate
5.5.5.1.	Small Moving Box (greater than 1.5 ft ³)	\$_____/box
5.5.5.2.	Medium Moving Box (greater than 3.0 ft ³)	\$_____/box
5.5.5.3.	Large Moving Box (greater than 4.5 ft ³)	\$_____/box
5.5.5.4.	Moving Paper (approximately 48” x 72”)	\$_____/sheet
5.5.5.5.	1/8” Bubble Wrap (greater than 12” wide)	\$_____/ft
5.5.5.6.	3/16” Bubble Wrap (greater than 12” wide)	\$_____/ft
5.5.5.7.	5/16” Bubble Wrap (greater than 12” wide)	\$_____/ft
5.5.5.8.	1/2” Bubble Wrap (greater than 12” wide)	\$_____/ft
5.5.5.9.	1/8” Bubble Wrap (greater than 24” wide)	\$_____/ft
5.5.5.10.	3/16” Bubble Wrap (greater than 24” wide)	\$_____/ft
5.5.5.11.	5/16” Bubble Wrap (greater than 24” wide)	\$_____/ft
5.5.5.12.	1/2” Bubble Wrap (greater than 24” wide)	\$_____/ft
5.5.5.13.	1/8” Bubble Wrap (greater than 48” wide)	\$_____/ft
5.5.5.14.	3/16” Bubble Wrap (greater than 48” wide)	\$_____/ft
5.5.5.15.	5/16” Bubble Wrap (greater than 48” wide)	\$_____/ft

Item No.	Description	Rate
5.5.5.16.	1/2" Bubble Wrap (greater than 48" wide)	\$_____/ft
5.5.5.17.	Storage 1 to 1,000 ft ²	\$_____/ft ² per day
5.5.5.18.	Storage Over 1,000 ft ²	\$_____/ft ² per day

5.5.6. The duly authorized representative of the Vendor hereby executes this Price Sheet (Section 5.5) as part of Vendor Proposal completed, signed, and submitted by Vendor in accordance with the terms and conditions of the ITN and specific Vendor Proposal Instructions (Section 5.1) on the date indicated below.

Authorized Vendor Representative's Signature

NOTARY PUBLIC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,

20____, by _____ (Representative Name)

as _____ (Representative Title)

for _____ (Vendor Name).

Signature of Notary Public

(NOTARY SEAL) _____

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

5.6. Business Classification

Is Vendor a Certified Business Enterprises or, if an uncertified business, at least 51 percent owned and controlled by one or more minorities or socially and economically disadvantage individuals? Yes No

If Vendor answered yes above, then please mark all certifications below that apply:

Small Business Administration (SBA)		Florida Department of Management Services (DMS) Office of Supplier Diversity (OSD)		Uncertified Business/ Other Certification	
<i>Certification</i>	<i>Mark, if applicable</i>	<i>Certification</i>	<i>Mark, if applicable</i>	<i>At least 51 percent owned and controlled by one or more</i>	<i>Mark, if applicable</i>
Women-Owned Small Business (WOSB)	<input type="checkbox"/>	African American	<input type="checkbox"/>	African American	<input type="checkbox"/>
8(a) Business Development (BD) Program	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>
Historically Underutilized Business Zone (HUBzone)	<input type="checkbox"/>	Asian American	<input type="checkbox"/>	Asian American	<input type="checkbox"/>
Service-Disabled Veteran-Owned Small Business Concern (SDVOSBC)	<input type="checkbox"/>	Native American	<input type="checkbox"/>	Native American	<input type="checkbox"/>
Small Disadvantaged Business	<input type="checkbox"/>	Woman Owned	<input type="checkbox"/>	Woman Owned	<input type="checkbox"/>
		Veteran Owned	<input type="checkbox"/>	Veteran Owned	<input type="checkbox"/>
		Service Disabled Veteran Owned	<input type="checkbox"/>	Service Disabled Veteran Owned	<input type="checkbox"/>
				Other Certification: _____	<input type="checkbox"/>

If Vendor indicated one or more SBA, OSD, or Other Certifications, then please provide current copies of all your certifications as part of your Vendor Proposal.

5.7. Certificate of Non-Segregated Facilities

We, _____(Vendor Name), certify 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 breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, 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).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification 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 from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, 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.

Vendor Name: _____

Authorized Vendor
Representative's Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBITS

Exhibit A, Sample Agreement

This University of South Florida Continuing Services Agreement ("Agreement") is hereby entered into by and between The University of South Florida Board of Trustees, a public body corporate acting for the University of South Florida and its component colleges, departments and divisions ("USF"), and [Vendor Name] ("Vendor") as of the date last signed below ("Effective Date"). USF and Vendor will collectively be known herein as "the Parties".

NOWHEREFORE, the Parties hereby agree as follows:

1. Award. This Agreement is being entered pursuant to **USF Invitation to Negotiate ITN# 00-00-XX Description** ("ITN") to which Vendor was a respondent. This Agreement is subject to compliance with all the terms and conditions of the ITN and specifications set forth therein, as well as, any amendment or revision thereto, as applicable. The terms of the ITN and the Vendor's proposal in response to the ITN ("Vendor Proposal") are expressly incorporated into this Agreement. The terms of this Agreement, the ITN, and the Vendor Proposal are intended to be read in conjunction with each other to every extent possible; however, in the event of a conflict, the documents will control in the following priority: 1) Agreement; 2) ITN; and 3) Vendor Proposal.

2. Services. USF hereby engages Vendor to provide the services, goods, work product, and/or other deliverables ("Services") as described in ITN and Vendor Proposal incorporated herein by reference.

3. Term. The initial term of this Agreement is 3 years beginning on the Effective Date. Any renewals will be in accordance with ITN.

4. Amount. There is no minimum or maximum total contract amount guaranteed pursuant to this Agreement. USF will engage Vendor as needed on a project-by-project basis in accordance with the terms and conditions of the ITN.

5. Payment. All Vendors providing Services to USF must submit invoices to USF in order to receive payment. USF will issue the Vendors' payment within thirty (30) days after receipt of an acceptable invoice and receipt, inspection, and acceptance of Services provided in accordance with the terms and conditions of the this Agreement. If the payment is not made within forty (40) days, a separate interest penalty (established pursuant to § 55.03, Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to USF, providing said request is received by USF no later than thirty (30) days from the date shown on USF's check. Interest of less than One Dollar (\$1) will not be enforced.

Vendors must submit detailed invoices sufficient for a proper pre-audit and post-audit thereof. Each invoice must clearly identify the Services, portion of Services, and expenses for which compensation is sought. USF will determine the accuracy of all invoices. Invoices that have to be returned to the Vendor because of preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is accepted by USF.

Vendor may request partial payment in the full amount of the value of Services received and accepted by USF by submitting a properly executed invoice with supporting documents, as required. USF's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from USF may be contacted at 813-974-2481. Written inquiries can be addressed to: *Purchasing Services, 4202 E. Fowler Ave., SVC 1073, Tampa, FL 33620.*

6. Travel and Ancillary Expenses. No travel or ancillary expense will be reimbursed by USF under this Agreement.

7. Amendments. Any changes, amendments, or modifications to the Agreement must be in writing and signed by both parties to be effective.

8. Assignment. Vendor may not, without the advance written approval of USF, assign any right or delegate any duties hereunder nor may it transfer, pledge, surrender, or otherwise encumber or dispose of its interest in any portion of the Agreement.

9. Public Records Law. USF and Vendor agree not to directly or indirectly disclose to third parties any confidential or proprietary information. Notwithstanding the preceding statement or any other confidentiality provisions in the Agreement, as an agency or subdivision of the State of Florida, USF is subject to Chapter 119, Florida Statutes ("Florida Public Records Act"). As such, the Agreement and all associated materials and information may be considered a "public record". While USF will endeavor not to voluntarily disclose the Agreement or other associated information, it reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of the Agreement or any other information pursuant to a public records request will not be considered a breach of any confidentiality provisions.

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

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

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

10. Force Majeure. No default, delay, or failure to perform on the part of the either party will 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 will 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.

11. Delivery of Notice. All notices described in this Agreement must be delivered to the addresses below in accordance with the method of delivery required for a given notice. In addition to the address provided below, Vendor must send any mailed notices to this address as well: *Purchasing Services, 4202 E. Fowler Ave., SVC 1073, Tampa, FL 33620.*

Addressee:	[Department Name]	[Vendor Name]
Street Address:	[Street Address]	[Street Address]
City, State, Zip:	[City, State, Zip]	[City, State, Zip]
Email Address:	[Procurement Email; Dept Contact Email]	[email]

12. Authority. Each person signing on behalf of the Parties to the Agreement represents and warrants that they have full authority to execute the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

By their duly authorized signatures below, the Parties hereby enter into this Agreement:

UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

[VENDOR NAME]

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____