

# INVITATION TO NEGOTIATE MSC BALLROOM A/V RENOVATIONS

# ITN# 16-18-MH

# UNIVERSITY OF SOUTH FLORIDA

The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiation for MSC Ballroom A/V Renovations\_as further specified herein.

If you are interested in submitting a proposal, please note that the proposal needs to be submitted no later than 3:00 p.m., June 03, 2016 to the USF Tampa Purchasing Office. Any questions concerning this Invitation to Negotiate should be directed to Michael Hernandez Purchasing Administrator, Purchasing & Property Services: <a href="mailto:ma

There is a Mandatory Pre Proposal meeting on May 18, 2016 at 10:00am for details refer to Section II, Item 3 Pre Proposal Meeting.

University of South Florida
Purchasing Services
4202 E. Fowler Avenue SVC 1073
Tampa, Florida 33620-9000
http://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx



# **Submit Response To:**

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

INVITATION TO NEGOTIATE Competitive Solicitation Acknowledgement Form		procedures/index.aspx
ITN No: 16-18-MH		Title: MSC Ballroom A/V Renovations
Date of Issue: May 04	, 2016	Response Due Date and Time: June 03, 2016 at 3:00pm
		ITN Point of Contact
Name: Michael Herna	nndez	Email: mahernandez@usf.edu
		Vendor Information
Company Name:		Reason for no offer:
Mailing Address:		
City, State, Zip Code:		Posting of Competitive Solicitation Tabulations
Area Code	Telephone no. Toll Free no.	Proposal tabulations with intended award(s) will be posted for review by interested parties at Purchasing Services and our solicitation web page and will remain posted for a period of 72
Email Address:	Fax no.	hours. Failure to file a protest within the time prescribed in Florida Board of Governors Regulation 18.002 and USF Regulation USF4.02090, or failure to post the bond or other security as required in Florida Board of Governors Regulation 18.003 and USF Regulation USF4.02050, shall constitute a waiver of proceedings under that regulation.
Government Classifica Check all app  African American American Women Asian-Hawaiian Government Agen Hispanic MBE Federal Native American Non-Minority Non-Profit Organi Pride Small Business Fe Small Business Sta	plicable  servic  this II  the re  limited  Board  ITN p  rights  trust is  comm  assign  payme  zation  deral  ate  Print	at this ITN proposal is made without prior understanding, agreement, or connection with ation, firm or person submitting a proposal for the same materials, supplies, equipment or is in all respects fair and without collusion or fraud. I agree to abide by all conditions of oposal and certify that I am authorized to sign this ITN proposal for the responder and that ler is in compliance with all requirements of the Invitation to Negotiate, including but not certification requirements. In submitting a proposal to the University of South Florida rustees, a public body corporate ("University"), the responder offers and agrees that if the real is accepted, the responder will convey, sell, assign or transfer to the University all and interest in and to all causes of action it may now or hereafter acquire under the Antiof the United States and the State of Florida for price fixing relating to the particular s or services purchased or acquired by the University. At the University's discretion, such shall be made and become effective at the time the purchasing agency tenders final the responder.  Name/Title  ed Signature

# **Table of Contents**

Taula	Table of Contents	
<u>Topic</u>		PAGE
Section	I – Introduction	. 5
Section	II – Special Conditions	. 5
	Opening Note to Vendors	
	Event Schedule	
	Pre-Bid Meeting.	
	<del>-</del>	
	Inquiries	
	Question about ITN – Points of Contact	
	Response to Vendor Questions	
	Addenda	
	Meetings	
9.	Parking	. 7
	Award	
11.	Proposal Tabulation	. 7
12.	The Invitation to Negotiate Process	. 7
	Vendor Information	
	Evaluation Criteria	
	Negotiate with Vendors	8
	Invitation to Negotiate Form	
	Right to Negotiate	. 8
	Vendor's Responsibility	
10.	Vendor's Expense	8
20	Number of Proposals Submitted	8
	Proposal Rejection	
	Open Competition	9
	Oral Presentation	
	Mistakes	-
	Right to Terminate	
	Performance/Payment Bond	
	Liquidated Damages	
28.	Cancelation	9
29.	Force Majeure	10
30.	Payment	. 10
31.	FEID Number	10
32.	W-9 (W-8BRN for foreign vendors) Form	10
33.	Standards of Conduct	10
34.	Americans with Disability Act (ADA)	10
	Public Records	
	Equal Opportunity Statement	
	Public Entity Crimes	
38	Lobbying	11
	Affirmative Action	
	Taxes	
	Licenses.	
	Certification	
	Indemnification	
	Insurance	
	Relationship of Parties	
	Technology Provided	
	Purchase by Other Universities	
48.	Minority Business Enterprise (MBE)	13
	Conditions and Provisions	
50.	Federal Debarment	14
51.	Conflict of Interest.	14
	Notice of ITN Protest Bonding Requirement	
	Patents, Copyrights, Trademarks, Royalties	
	, , , , , , , , , , , , , , , , , , ,	

# **Table of Contents Continued**

Topic	_PAGE
54. Compliance with Laws	14 14 14 15
Section III – ITN Specifications.	16
I. Purpose	16
II. ITN Specifications for Ballroom A/V Renovations	16-24
III. Vendor/Contractor's Company Information	24
IV. Vendor/Contractor's Required Qualifications	25
V. Specific Items to be Included in Proposal	26
VI. Evaluation Factors	26
FORMS	
Minority Vendor and P-Card Certification	27
Certificate of Non-Segregated Facilities	28
Contractor's Agreements	29
Bidder's Affirmation	30-31
Small, Minority or Woman Owned Business Form	32
Purchase Order Payment Preference	33
Purchasing Office Directions and Map	34-36

# **SECTION I: INTRODUCTION**

#### **Purpose of ITN**

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University", intends to negotiate an agreement to engage with an Audio Visual vendor for renovation and upgrades to the USF Marshall Student Center Royal Ballrooms, Audio Visual and Lighting Systems, and all related services as described in the ITN Specifications. Through this process the University desires to negotiate the best value agreement for the University.

#### **Description of University**

Founded in 1956, the University of South Florida has become one of the largest universities in the Southeast, with a student body of nearly 48,000 within the USF System that includes USF Tampa, USF St. Petersburg, and USF Sarasota-Manatee, an annual budget of \$1.5 billion, and an annual economic impact of \$4.4 billion. 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 activities, a distinction attained by only 2.3 percent of all universities. The University's renowned faculty generate over \$390 million in contract and grant-sponsored research each year.

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

With 180 degree programs at the undergraduate, graduate, specialty and doctoral levels, including the doctor of medicine, there's something for everyone at USF. The university offers a dynamic learning environment that inspires innovation, creativity and collaboration and is focused on student success. More than 2,000 distinguished scholars, researchers and expert teachers, nearly all holding PhDs or the highest degrees in their fields, make up the USF faculty – including the 2012 U.S. Professor of the Year.

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

The University is a member of the American Athletic Conference. Additional information available at <a href="http://www.usf.edu/About-USF/index.asp">http://www.usf.edu/About-USF/index.asp</a>

### **SECTION II: SPECIAL CONDITIONS**

Attention Vendor: Any vendors who received this Invitation to Negotiate from the Department of Purchasing and Property Services or vendors who have downloaded this Invitation to Negotiate from the USF Purchasing Web site <a href="http://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx">http://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx</a> are solely responsible to check the USF Purchasing Web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

#### 1. OPENING NOTE TO VENDORS

Vendor's response to this <u>Invitation to Negotiate</u> shall be delivered to the *Purchasing and Property Services*, *University of South Florida*, 4202 East Fowler Avenue AOC 200, Tampa, Florida 33620-9000, no later than 3:00 P.M. on June 03, 2016 according to the official clock located in the University's Purchasing Department. No other time-keeping source will be considered for this purpose. The University shall not extend or waive this time requirement for any reason whatsoever. Responses to the Invitation to Negotiate that arrive after 3:00 P.M. on June 03, 2016 will be rejected in the University's sole discretion. These proposals will be returned unopened to the Vendor. Proposals and/or amendments <u>will not</u> be accepted at any time via facsimile or electronic mail. <u>At 3:00 P.M. on June 03, 2016</u>, all timely ITN Proposals received will be opened and recorded.

If the Vendor elects to mail/ship its ITN Proposal package, the Vendor must allow sufficient time to ensure the University's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure that the ITN Proposal package arrives at the University's Purchasing Department no later than 3:00 P.M. on June 03, 2016.

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

ITN Proposals must be delivered in sealed envelopes/packages clearly marked:

ITN Proposal No. 16-18-MH.

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

**Note to Vendors:** any vendor interested in being considered for award of the ITN 16-18-MH must submit a proposal based on the specification listed herein. All proposals must be specific to this Invitation to Negotiate and follow USF bid processes.

# 2. <u>EVENT SCHEDULE</u> (dates are subject to change)

ITN Issued May 4, 2016

Pre Proposal meeting (mandatory) May 18, 2016 at 10:00am Vendor's Questions Due May 20, 2016 at 2:00pm

Response to Questions Posted May 25, 2016

Proposals Due/Bid Opening June 03, 2016 at 3:00pm
Proposal Evaluations June 06, 2016- June 15, 2016

Bid Awarded June 17, 2016

#### 3. MANDATORY PRE-PROPOSAL MEETING

Mandatory pre-proposal meeting will be held at the University of South Florida, 4202 E Fowler Ave., Tampa, FL 33620, in the Marshall Student Center Room # 2703 on May 18, 2016 at 10:00am. Any prospective contractor and/or his/her designee arriving after 10:10AM according to Verizon Cellular time will not be allowed to enter the room, and will be ineligible to bid this project. No other time keeping device will be considered for this purpose. There is a map to the pre proposal meeting location as an attachment to ITN 16-18-MH which is available for download at <a href="http://www.usf.edu/business-finance/purchasing/public-bids/awards-2015-2016.aspx">http://www.usf.edu/business-finance/purchasing/public-bids/awards-2015-2016.aspx</a>

#### 4. INQUIRIES

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

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

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

# ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY 2:00 P.M. May 20, 2016.

Any questions concerning this Invitation to Negotiate should be directed to Michael Hernandez, Purchasing Manager, Purchasing Services, AOC-200, via e-mail at mahernandez@usf.edu. Phone: (813) 974-8123.

# 6. RESPONSE TO VENDOR QUESTIONS

Responses to all vendor questions received prior to <u>2:00pm on May 20, 2016</u> will be addressed via an Addendum by <u>5:00pm on May 25, 2016</u> send email questions to Michael Hernandez <u>mahernandez@usf.edu</u>.

#### 7. ADDENDA

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

<u>Vendor's failure to return any and all addenda may result in disqualification of that Vendor's Invitation to Negotiate.</u>

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

# 8. <u>MEETINGS</u>

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing & Property Services Department located at 4202 E Fowler Avenue AOC-200, Tampa, FL 33620 and posted electronically on the USF Purchasing Bid website <a href="five business">five business</a> days prior to the meeting, <a href="five-business-finance/purchasing/staff-procedures/index.aspx">finance/purchasing/staff-procedures/index.aspx</a>). For the purpose of this ITN, meeting notices will be Noticed (posted) by e-mail to the ITN vendor list.

#### 9. PARKING

Annual, semester, monthly, weekly, or daily parking permits must be obtained from Parking and Transportation Services (813-974-3990 for further information) for any company vehicles and/or individual vehicles that will be parked on campus. This applies to all vehicles used for an extended period of time (over 3 days or on a recurring basis). Parking rules and regulations must be observed by all drivers. Website for parking services is: <a href="http://www.usfsp.edu/parking\_services/index.htm">http://www.usfsp.edu/parking\_services/index.htm</a>

#### 10. AWARD

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

Vendors <u>may</u> be required to answer questions and <u>may</u> be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required service(s).

The award(s) will be made on a "All or None" basis for all LOTS, and shall be made by the University to the most responsive and responsible vendor (s) whose final proposal (s) is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate.

## 11. PROPOSAL TABULATION

Vendors desiring a copy of the proposal tabulation for the Invitation to Negotiate may request same by enclosing a self-addressed stamped envelope with their proposal. Proposal tabulation will be available after award and will be posted on the Purchasing website. The proposal tabulation is an accounting of initial proposal information received relative to requested information and may not include price information. <u>Proposal results will not be given out over the telephone.</u>

#### 12. THE INVITATION TO NEGOTIATE PROCESS

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

#### 13. VENDOR INFORMATION

Pre-Award Evaluation: To be considered for award, the <u>entity</u> bidding this project shall: A] not be a joint venture; B] have been regularly engaged in this type of business for a <u>minimum of five (5) years</u> from the opening date of this Invitation to Negotiate; C] be licensed to do business in the State of Florida; and, D] have a license in good standing at the time of the bid opening and such license shall have been active for the past five (5) consecutive years with written evidence given ensuring that license is held in the name of the principal or major stockholder of the bidding contractor.

A. Company Information Required: Each bidding entity shall furnish the following information:

Refer to Section III, item III page 16 of this ITN.

#### 14. EVALUATION CRITERIA

Evaluation will be based on a vendors ability to meet the ITN Lease requirements and the overall value to USF of vendors proposal based on the ITN specifications, see Section III - Specifications. Any information a Vendor deems

essential to the evaluation of the services offered, for which no provision is made in the ITN, should be clearly stated in the proposal. While the University reserves the right to request additional information or clarification from Vendors at any time in the process, Vendors should not assume that they will be allowed to amplify or modify their initial written proposal. The initial response must be a clear and easy to understand explanation of the products, services, benefits and prices offered and should include information as to how all specifications will be met.

#### 15. NEGOTIATION WITH VENDORS

To identify vendors for negotiations, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The University will compare the proposals according to the evaluation criteria described in SECTION III for the purpose of identifying vendors for negotiation. The evaluation criteria does <u>not</u> necessarily determine the best value for the university or the award to be made.

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

#### 16. INVITATION TO NEGOTIATE FORM

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

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

#### 17. RIGHT TO NEGOTIATE

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

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

# 18. <u>VENDOR'S RESPONSIBILITY</u>

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

#### 19. <u>VENDOR'S EXPENSE</u>

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

#### 20. NUMBER OF PROPOSALS SUBMITTED

Vendor shall submit one (1) <u>original proposal-clearly mark as "original"</u> and one (1) copy. Vendors shall also submit one (1) Electronic copy preferably on a flash drive. Proposals that do not include all of the requested copies may be disqualified at the sole discretion of the University of South Florida.

#### 21. PROPOSAL REJECTION

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

#### 22. OPEN COMPETITION

The University encourages free and open competition among vendors. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Vendor's signature on their ITN proposal guarantees that the prices quoted have been established without collusion with other Vendors and without effort to preclude the University from obtaining the lowest possible competitive price.

#### 23. ORAL PRESENTATION

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

#### 24. MISTAKES

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

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

#### 25. RIGHT TO TERMINATE

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

# 26. PERFORMANCE/PAYMENT BOND

Intentionally left blank.

#### 27. <u>LIQUIDATED DAMAGES</u>

The parties recognize and agree that the actual damages to the University which will occur as a result of any delay in the completion of this contract by Contractor are not readily ascertainable at the time of the formation of this contract. Therefore, in the event of any such delay, regardless of cause, Contractor shall pay liquidated damages to the University the sum of \$500.00 per calendar day for each day that any part of the work remains uncompleted after expiration of the time allowed for completion of the work or as expressly increased by a change order. Overhead expenses constitute only a part of the total damages that will be sustained by University in the event of a delay. Therefore, in addition to the liquidated damages for the unascertainable damages, Contractor shall be liable for and shall pay to the University any and all overhead expenses incurred by the University as a result of Contractor's delay in completing the contract work. The University may deduct from any retainage balance or other monies due the Contractor, the amount of liquidated damages as calculated and any overhead expenses incurred by the University as a result of Contractor's delay in completing the contract work.

If all or any part of any provision of this contract (or bid) is rendered unenforceable by a court of competent jurisdiction, the remainder of the provision and all other provisions shall remain in full force and effect.

#### 28. <u>CANCELLATION</u>

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

#### FORCE MAJEURE

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

#### 30. PAYMENT

The University will make partial payment in the amount of the value of items or service received and accepted by the University in response to a request by the Vendor along with the submission of a properly executed invoice, and supporting documents (if required). The University shall issue the Vendor's payment within 40 days (35 days for healthcare providers) after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. The University's preferred payment method is P-card. No additional charges will be accepted for use of P-card payment. Any penalty or delay in payment shall be in accordance with section 55.03, Florida Statutes. The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481.

#### 31. FEID NUMBER

The awarded Vendor <u>MUST</u> supply their Federal Employee Identification Number or Social Security number once award is complete.

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

The Awarded Vendor will be required to complete and return the W-9 Form attached herein once the award is completed (the W-8BEN form can be downloaded from the IRS site, http://www.irs.gov/pub/irs-pdf/fw8ben.pdf.)

NOTE: The W-9 or W8BEN statement must be completed and signed before a contract can be approved.

#### 33. STANDARDS OF CONDUCT

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

#### 34. AMERICAN WITH DISABILITIES (ADA)

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

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

#### PUBLIC RECORDS

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

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

#### 36. EQUAL OPPORTUNITY STATEMENT

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin,

religion or disability. To be considered for inclusion as a vendor under this agreement, the bidder commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.
- B. If the bidder expects to receive \$25,000 in Revenues during the first 12 months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the bid response. Sample certificate attached.
- C. If the bidder expects to receive \$60,000 in Revenues during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the bidder expects to receive \$60,000 in Revenues during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of this agreement.

### 37. PUBLIC ENTITY CRIMES

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in the University Regulation 4.02030(1), for a period of 36 months from the date of being placed on the convicted vendor list.

#### 38. LOBBYING

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

#### AFFIRMATIVE ACTION

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

#### 40. TAXES

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

# 41. <u>LICENSES</u>

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

#### 42. CERTIFICATION

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

#### 43. INDEMNIFICATION

Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, the University of South Florida, and the University of South Florida Board of Trustees, a public body corporate, and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence,

activities and promotions of every kind and nature whatsoever of Vendor and/or Vendor's officers, employees, agents and contractors, in connection with this Agreement.

#### 44. INSURANCE

- a. The Vendor shall not commence any work in connection with this contract until obtaining, at a minimum, all of the types of insurance enumerated below and having such insurance approved by the University. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The Vendor shall furnish the University proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name the University of South Florida Board of Trustees, State Board of Governors and the State of Florida as additional named insureds.
- b. The Vendor must secure and maintain, during the life of this agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Vendor shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Vendor's insurance. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in work under his contract at the site of the project is not protected under Worker's Compensation statute, the Vendor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the University, for protection of the employees not otherwise protected.
- c. The Vendor must secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Vendor and its officers, employees, servants, agents, and University from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Vendor or by anyone directly or indirectly employed by the vendor and the amounts of such insurance shall be for, at a minimum, the amounts as follows:

1. Commercial General Liability

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

2. Business Auto Liability Insurance

Combined Single limit \$ 1,000,000

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

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

#### 45. RELATIONSHIP OF PARTIES

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

#### 46. TECHNOLOGY PROVIDED

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

# 47. PURCHASES BY OTHER UNIVERSITY ENTITIES

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

#### 48. MINORITY BUSINESS ENTERPRISE (MBE)

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

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

When and if USF requests vendors are obligated to provide the following. Vendors who contract with the University are required to provide information related to the use of certified/non certified small, minority, service disabled veterans and women-owned business. <a href="Prime Contractor Quarterly Reports">Prime Contractor Quarterly Reports</a> should identify any participation by diverse contractors: subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree.

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

The Quarterly Reporting Requirements for Prime Contractors Form to submit the use of subcontractor's quarterly spend data is located here: <a href="http://usfweb2.usf.edu/purchasing/forms.html">http://usfweb2.usf.edu/purchasing/forms.html</a>.

The form also includes the minority business enterprise codes that are applicable to this reporting requirement. Minority Business Enterprises reported:

#### CERTIFIED MBEs

```
CMBE, MV-H, AFRICAN-AMERICAN

CMBE, MV-I, HISPANIC AMERICAN

CMBE, MV-J, ASIAN-HAWAIIAN

CMBE, MV-K, NATIVE AMERICAN

CMBE, MV-M, AMERICAN WOMAN

CMBE, MV-W1, SERVICE DISABLED VETERAN (CERTIFIED)
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#### NON-CERTIFIED MBEs

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NON-CMBE, MV-N, AFRICAN-AMERICAN NON-CMBE, MV-0, HISPANIC AMERICAN NON-CMBE, MV-P, ASIAN-HAWAIIAN NON-CMBE, MV-Q, NATIVE AMERICAN NON-CMBE, MV-R, AMERICAN WOMAN
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Is your firm a "Minority Business Enterprise" defined as a business concern engaged in commercial transactions which is domiciled in Florida, is at least fifty-one (51%) percent owned by minority person and whose management and daily operations are controlled by such persons?

YES		NO	
If yes, i	is it ce	rtified by the	e State of Florida Office of Supplier Diversity (OSD)?
YES		NO	

# 49. <u>CONDITIONS AND PROVISIONS</u>

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

#### 50. FEDERAL DEBARMENT

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

#### 51. CONFLICT OF INTEREST

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

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

#### 52. NOTICE OF ITN PROTEST BONDING REQUIREMENT

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120 F.S., shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

#### 53. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property

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

#### 54. COMPLIANCE WITH LAWS

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

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

#### 55. <u>TERM OF AGREEMENT</u>

The term of this Agreement is, work must start by June 30, 2016, and must be completed no later than July 10, 2016. The final term will be negotiated with the awarded vendor.

## 56. <u>AVAILABILITY OF FUNDS</u>

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

#### 57. <u>USF TOBACCO AND SMOKE FREE POLICY 6-026</u>

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

# Complete policy details can be found at:

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

# **SECTION III: ITN SPECIFICATIONS**

#### I. PURPOSE STATEMENT

The Marshall Student Center Royal Palm Ballroom resides on the 2<sup>nd</sup> floor of the USF Marshall Student Center. This project includes; a new audio system upgrade, a new stage equipment lighting solution, a new control system, and new video projection with distribution upgrades. The ballroom is divided into three rooms; A, B, and C. Each room will need to operate independently and the rooms will also need to combine in the various configurations when the partition walls are opened. The new system has been designed to accommodate several different types of productions. There will be Board style meetings, lectern based presentations, movie screenings, and runway style expositions. These are just some of the applications the AV system is intended to support. Below is a synopsis of each aspect of the new system. Also below is an alternate option that will improve the durability of the system.

The USF Marshall Student Center Royal Ballrooms will have an extensive, comprehensive, AV, Control and Lighting system which will allow the production staff to make use of the space with utmost flexibility. The cornerstone of the system is AV transmission from remote locations associated with wall boxes and/or floor boxes into the ballrooms separated, or combined. With connection using heavy duty Ethernet cables the staff can set up production using any wall box, or floor box, with minimal routing and level adjustment. The control system will enable the staff to combine rooms and control the system from an iPad, the wall touch panel, or through the tethered portable touch panels.

The proposed system will provide the user with a method for production in several different applications with a minimal amount of trained staff persons on hand to support the system.

Note: there is a complete set of drawings for this project available on the USF Purchasing Services web site as an attachment for ITN 16-18-MH

http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx

#### II. ITN SPECIFICATIONS FOR BALLROOM RENOVATIONS

#### **USF A/V & Control Engineering Specifications**

1. Scope of Work for A/V

The awarded contractor will provide the equipment described below and in project drawings dated 4/08/20

- A. It is critical that the user be able to combine the ballrooms when the partition walls are removed. Once a wall is moved the user can choose to combine (1) or more of the ballrooms. Once the ballrooms are combined all of the audio inputs from the combined rooms will be heard throughout the entire combined space. The master audio volume for the combined space will default to the lowest volume between the ballrooms when they were separated. Any video input that is used in a ballroom that is combined with another will be shown throughout combined space.
- B. The primary AV connection interface for the user will be wall box panels. Altogether there will be (7) wall box panels. There are; (3) in Ballroom A, (1) in Ballroom B, and (3) in ballroom C. See AV202 for approximate locations. Each wall panel will have (4) wired microphone input connections, (2) line level audio input connections, (2) line level audio output connections and (4) shielded panel mount CAT6 RJ45 connectors.
- C. The production staff will be able to connect up to (4) microphones per panel, or connect a mono/stereo mixer to the line inputs. The line outputs are available for monitor loudspeakers. The (4) RJ45 connectors are defined as; connected to the equivalent of shielded Belden 2413F, (1) is for digital video transmission, (2) of the connectors are for connecting to the Ballroom's AV network and the last connector is to provide connection to the USF WAN. All connections are to terminate at appropriately rated patchbay, or to the digital video system matrix frame.
- D. The digital video distribution system will consist of a 16 in x 16 out matrix. The matrix inputs will accept HDMI and HD BaseT digital video transmission protocols. The HD BaseT video transmission must occur over shielded CAT6 type cable using shielded connectors and patch points in order to maintain the shield throughout the entire cable path. The wall box RJ45 digital video panel mount connectors will be wired directly to a shielded RJ45 CAT6 patchbay as previously noted. The digital video matrix will also be wired to the shielded CAT6 patchbay. Although, it is likely that the digital video configuration will remain constant we want the user to have the ability to turn the wall box digital video inputs into digital video outputs. The Awarded Contractor will supply digital video HD BaseT receivers that can be associated with media carts for portable displays. If a digital video output is patched to a wall box and the user employs an HD BaseT receiver a display can be connected to the receiver via an HDMI cable from the receiver to provide a portable AV display option.

E. The Local Area Network for the AV equipment will be separated onto its own VLAN (AVLAN) in order to isolate it from the USF WAN. The AV network will make use of the Ballroom's existing wireless access points for control. A bridge, or gateway must be coordinated between the (2) networks. The other option is to place wireless access points throughout the ballrooms that are exclusively for the AVLAN. The AVLAN will be locked down with security measures to keep ballroom patrons from having access to the system. The AVLAN will be hidden and password protected.

- F. The primary components of the AVLAN will be audio DSP and a control system with video distribution. The network switches associated with the AVLAN must be rated Gigabit switches and able to provide POE from every port. (48) Ports of Ethernet connectivity are to be provided. If multiple switches are present, they must be capable of interconnecting using single mode fiber over an SFP connection. Rear port mounting of the Ethernet Switch is required.
- G. The architectural lighting design plan is to make use of the current lighting control locations in the ballrooms. There are (3) 12-button panels for system control in each of the ballrooms. The plan is to replace these (12) button panels with the current models. Custom engraving specifying the functionality of each button will be employed. The plan is to use the existing conduit, but replace the cabling. There are also (7) 6-button panels for architectural lighting control. The plan is to replace the controllers and cable, but reuse the conduit and boxes. When the ballrooms are in combined mode, the lighting controls will also be combined. The light level for the combined space will jump to that which was the lowest level between the ballrooms before the combine.
- H. The audio system will consist of (36) high output low voltage active loudspeakers installed in the ceiling along with (9) subwoofers in plenum rated back boxes. Power and processing from DC power supplies in Ballroom A & C's equipment racks will connect to each loudspeaker. Each ballroom will have (12) ceiling loudspeakers and (3) subwoofers. Ceiling loudspeakers that are in Ballrooms A, & B will be powered and processed by equipment residing in Ballroom A's rack room. Loudspeakers associated with Ballroom C will be powered and processed by equipment residing in Ballroom C's rack room. The ceiling loudspeakers must be capable of maximum SPL of 113dB @ 4m. The space above the ceiling is plenum. Plenum cable must be used to make the loudspeaker connections and the ceiling loudspeakers must be in a plenum rated back box enclosure.
- I. Ballroom C's rack room will also house the control system equipment for closing Ballroom C's shades and controlling the associated projection screen. Ballroom A's projection screen will be controlled by equipment residing in Ballroom A's rack room. The AV integrator will provide new cabling for the control of the shades. The projection screens and respective control cable are to be replaced with plenum rated control system cable.
- J. Seven (7) wireless microphones are to be furnished for use in each room in any combinable configuration. There will be (4) handheld wireless microphones and (3) belt pack wireless microphone transmitters with lavalier microphones associated with them. There will be a duplex network of (6) wireless microphone antennas placed throughout the (3) ballrooms with inline amplification to boost the signal. All cabling that passes through ceiling space must be plenum rated.
- K. Each wall panel will have (4) wired microphone connections associated with it. These connections will feed directly to the DSP and will sound when a dynamic microphone is plugged into any of the jacks. Microphone inputs in a ballroom will sound throughout a combined space when the rooms are in combine mode.
- Contractors will use the owner's three (3) existing lecterns. Modify as needed per drawings AV601 and Item 4 on AV801. Outfit the lecterns with a gooseneck 18" microphone, a small touch panel and an AV input panel. The connection from the lectern to the AV system shall be made on any of the available wall boxes by plugging into the appropriate network, or connector. This connection will consist of (4) tactical heavy duty shielded CAT6 Ethernet, or microphone cables, as appropriate and will use heavy duty shielded CAT6 panel mount connectors. POE provided by the network switch(es) will allow the various components residing in the lectern to power up and function without the need for AC power. The lectern microphone is powered and processed by an audio DSP I/O peripheral that will reside within the lectern. It's only connection to the audio system will be via the tactical CAT6 Ethernet cable. The face of the lectern's AV I/O panel will contain a small loudspeaker in a decora format, which is also powered and processed by the audio DSP I/O peripheral living in the lectern. There will be an RJ45 connection on the AV I/O panel in the lectern as well for data connection with access to the USF WAN. The AV I/O panel will also have an HD BaseT transmitter to the video matrix system. This will allow the user to present audio and video in either HDMI, or RGB format. This HD BaseT transmitter will be powered and processed by equipment residing in Ballroom A's equipment rack. Also available on the face of the lectern will be a small 3" touch panel. This touch panel residing in the lectern shall have limited functionality. It shall function to simply mute and unmute the lectern presenter's mic and to do limited gain adjustment for the mic and the audio confidence monitor on the AV I/O panel. There will also be available on the face of the lectern an AC Power outlet with a tail wired to a locking power connector on the outside of the lectern. This can be plugged into a floor box AC power outlet in order to give the presenter AC Power if needed. This AC Power connection is not necessary to make use of the AV functionality of the portable lectern. The AC power connection's tail will be detachable from the outside of the lectern and is to be stored in the base of the lectern. In order to make use the AV functionality of the portable lectern the production staff needs to move the lectern to within 20'-30' of a wall box and use the heavy duty flexible shielded CAT6 Ethernet cables to make the connection from the lectern to the wall box. The equipment residing within the lectern will power up and function without the production staff having to do anything else. As with all

AV I/O, if the lectern is connected in a room that is in combine mode with another room the audio and video will be distributed throughout the combined space. The lectern electronics shall self-configure on plug in to the appropriate wall jack.

- M. Provide (3) 10" touch panels with table top mounting brackets. Each will make use of a tactical shielded CAT6 Ethernet cable tether to connect to any of the AVLAN jacks throughout the ballrooms. The AVLAN jacks will power up the control touch panels via the network switch's POE and allow the user to control the system from any wall box. This portability will allow the operations staff to connect AV I/O and configure the system.
- N. The existing touch panel on the wall near the entrance to Ballroom B will be replaced and upgraded to the current 7" touch panel. It shall be password protected and capable of performing all of the functions that the control system is designed to perform.
- O. By making use of the existing wireless access points provide a control system application that will reside on three (3) owner furnished iPads. The iPad functionality will mirror and sync to the functionality of the wall mounted and portable tethered touch panels.
- P. The ballrooms space will be used for board style meetings. To accommodate this need, provide a portable rack on casters. Mounted onto the rear rack rails will be (2) custom 2RU panels. The first panel will have panel mounted female XLR connectors for connecting (24) microphones for the board members. The second panel will have (8) male XLR connectors which will be fed by mono line outputs to be used for monitors, or recording purposes. The rack will ride on casters and have a 7" touch panel mounted to the top for microphone and line output mixing. The portable rack will have a Blu-ray player mounted within it and an HDBaseT video output on the second I/O panel which can be connected to any of the wall boxes to enable Blu-ray program material to be presented throughout the space in which it is connected. The mobile rack shall also contain an audio DSP I/O peripheral to process the microphone inputs and line outputs contained within the rack. In this portable equipment rack there will be a 1500VA un-interruptible power supply (UPS) with surge protection to protect the equipment contained within. This rack will make use of a rack mounted horizontal power distribution unit to distribute AC power to the equipment contained within. Furnish a 3RU rack mounted drawer for storing accessories.
- Q. The equipment rack in Ballroom A will make use of a new 2200VA uninterruptable power supply and surge protection (UPS). There will be a chassis mount vertical power distribution and rack mounted horizontal power distribution in this rack. The rack will house the loudspeaker power and processing for the ceiling loudspeakers and subwoofers in Ballrooms A & B, the 16x16 AV matrix, control system processor, a Blu-ray player, the wireless microphone receivers and the primary and redundant audio DSP. There will be a rack mounted 21.5" LCD monitor for confidence (preview) monitoring. The display shall have a 100mm x 100mm VESA hole mounting pattern and be able to mount in landscape or portrait mode. The monitor must also have RS-232 connectivity for control. An HDTV tuner will be present in the rack capable of full 1080p HD video. This unit shall accept antenna, or CATV input via RF cable and use HDMI output. The tuner shall have RS-232 connectivity for control. There shall be a media player present for digital signage, or automated presentations. The media player shall have full HD 1080p output capability employing an HDMI output. The media player shall also have LAN, USB & RS-232 connectivity.
- R. The (2) projectors and projector screens shall be replaced. The existing screens have a 16:9 aspect ratio. While this is the format for full HD video, the majority of laptops have a native screen resolution of 16:10. Thus in order to have seamless presentation capability, both screens shall be replaced with Matte White 16:10 motorized screens with low voltage control and will fit into the same ceiling cavity. The projectors shall be changed to 12,000 lumen laser projectors with a 16:10 native resolution. The video will use the HDMI input of the projectors. The projectors will be significantly brighter than the existing projectors. The projectors will natively reproduce the 16:10 format. HD BaseT digital video receiver/scalers will be used at the projector locations to scale the video signal from other formats to 16:10 to enable seamless video projection from one presentation to another. The new projectors shall use of laser projection technology and be capable of being controlled via LAN and RS-232.
- S. An assisted listening system shall be provided according to ADA requirements. The system shall use radio frequencies (72MHz) for transmission and shall be fed the audio program material for the ballroom and/or combined space in which it is based. The assisted listening system shall have (12) receivers each using a comfortable universal ear speaker fitting with a belt pack. A (12) unit charging station shall be provided for.
- T. The ballroom is also a live performance space. The performance loudspeaker system will consist of a mid and high frequency enclosure pole mounted on top of a subwoofer which shall ride on heavy duty caster frames. The system shall be rolled out onto the ballroom floor when used. The system shall connect to AC power and line level output connections from the wall panels. The mid-high enclosure shall have onboard amplification and processing and a differential amp balanced line level input with DC blocking circuitry. They shall have a frequency response +,- 4dB from 60Hz to 16kHz. They shall have an 80° horizontal and 100° vertical dispersion pattern. The loudspeakers shall be capable of a maximum peak SPL of 136dB and draw no more than 7.0A burst current from the AC power. The mid-high enclosures and subwoofers must have compatible pole mounts. The subwoofer will be mounted onto a heavy duty caster frame for portability. The subwoofers shall have onboard amplification and processing and a differential amp

balanced line level input with DC blocking circuity. They must have a frequency response +,- 4dB from 36Hz to 130Hz. The subwoofers need to be capable of 135dB maximum SPL with 110dB dynamic range and draw no more than 18.0A burst current from the AC power. The subwoofers shall have a cup type receptacle on top to accept the pole mount for the mid/high loudspeaker.

#### 2. Add Alternate

An option is the replacement of the (6) floor boxes. Provide floor boxes which have 12 gang capacity with large (up to 2") conduit knockout sizes. The floor boxes shall seal when they are closed to prevent water, dirt and debris from entering the box. The boxes need to be able to withstand 25,000 lbs. of static load pressure. There should be separate compartments for high and low voltage. The boxes shall possess a cover which will provide for a carpet recess for Owner's existing carpet to tuck into. The floor boxes will have audio connections for microphones and line outputs, as well as shielded panel mount CAT6 RJ45 connectors for WAN, LAN and HDBaseT video transmission. If this option is selected, floor box installation shall be done by a 3<sup>rd</sup> party contractor and not part of this contract. If alternate is selected, the AV Integrator shall provide new wire and connectors in each floor box terminated in appropriate connectors and patch panels.

### A. ROYAL PALM BALLROOM - ADIO VISUAL MATERIALS LIST

QTY	DESCRIPTION
2	(24) Port Gigabit Ethernet Switches (QLAN)
1	Shielded CAT6 48p patch bay
1	Control System Processor
1	AV Matrix
7	DM Video RJ45 Input Card for above Matrix
2	HDMI Video Input Card for above Matrix
3	DM Video RJ45 Output Card for above Matrix
3	HDMI Video Output Card for above Matrix
3	Control System Function 12 Button Keypad
7	Control System Function 6 Button Keypad
1	Control System Touch Panel (Wall Mounted in B)
1	Universal Mounting Bracket for Touch Screens
1	Pre-Construction Mounting kit for TSW-UMB
3	Control System Touch Panel (mobile tethered)
3	Tabletop Kit for TSW-1052
3	Ethernet Cable (tactical) CAT6 shielded 20' - Ethercon
1	Cresnet 300W Power Supply and DA
1	Rackmount Kit for Above
2	Crestron App. For iPad
1	Control Card 8 low voltage relay (Shades & Screens)
1	Card Interface for 3-Series Control Systems
1	PoDM Power Supply (16) channels
2	DM Receiver/Scaler (projectors)
3	DM Receiver (AV Cart, or Misc. Display)
2	Audio DSP Processor (primary and redundant)
3	Audio DSP I/O Peripheral
15	Mic/Line Input Card
9	Line Output Card
1	UPS
1	Bluray Player

1	Rackmount Kit for Above			
1	HD TV Tuner			
1	Media Player			
4	Wireless Mic and Receiver w/ SB900 battery			
4	Wireless Belt pack and Receiver w/ SB900 battery			
4	Shure Wireless Transmitter Charger			
4	UHF In-Line Amplifier			
4	Passive Antenna Splitter Combiner Kit			
4	Wireless Mic Antenna Distribution System			
1	Mic/Line Audio Cable Black			
1	Wireless Mic Antenna Cable Plenum			
1	Power and Data Multiconductor (Cresnet)			
4	Shielded CAT6+ Green (DM Video) box of 1000'			
2	CAT6+ Black Network (LAN) box of 1000'			
5	CAT6+ Violet Network (QLAN) box of 1000'			
1	Single Mode fiber DM and Network Switches (2 Fibers)			
4	SFP LC Connectors for Fiber Interconnect (Pakedge)			
28	Shielded CAT6 Panel Mount Connector			
42	Female XLR Panel Mount Connector			
14	Male XLR Panel Mount Connector			
1	Cable Management			
1	Ballroom A Equipment Rack			
1	Equipment Rack Top w/ 10" fan			
2	Vertical Power Distribution			
10	10" Offset Lacing Bar (10) pack 1RU Brush Panel			
2	10' Cable Ladder			
1	90° Vertical Inside Ladder			
1	3RU Drawer			
1	Rack Mounted Display Mount			
1	Wall Mounted Rack for Ballroom C			
1	21.5" Confidence Monitor			
3	1M HDMI Cables			
3	1M 3.5mm Audio Cables			
10	Shielded CAT6 jumper cables - GRN 1'			
10	Shielded CAT6 jumper cables - GRN 2'			
2	12k Lumen Laser WUXGA Projector			
2	Zoom Lens (Full ILS)			
2	Projector Mount			
2	Recessed Motorized Screens			
7	Custom Wall Panels 4G decora cut outs and X3F, X3M			
10	Custom Floor Box Panels			
36	Ultra Compact Loudspeaker w/ Plenum Pigtail			
9	Miniature Subwoofer			
36	Loudspeaker Back Boxes			
36	Loudspeaker Grilles			

36	Flush Mount Bracket for Ceiling Loudspeaker				
4	Loudspeaker Processor and Power Supply				
	AV SYSTEM IN ROOM C - RACK ROOM MECH. CHASE M- 301				
1	Wall mounted Equipment Rack 12RU				
1	Horizontal Power Distribution				
1	UPS				
2	Loudspeaker Processor and Power Supply				
1	3-Series Card Interfaces				
1	Remote GPIO Device				
1	Audio DSP IO Device				
3	Line Output Card				
1	8 Port Network Switch				
	OFE LECTERN: QTY = 3				
3	Decora Duplex AC Power Outlet w/ USB Charge Black				
12	Ethernet Cable (tactical) CAT6 shielded 20' - Ethercon				
12	Ethernet Cable (tactical) CAT6 shielded 50 '- Ethercon				
3	Lectern Mic				
3	Audio DSP I/O Peripheral				
3	Custom IO panel 5GG				
3	Decora Adapter for RJ45 Key Connect				
3	RJ45 Key Connector Black				
3	RJ45 Key Connector Black - Blank				
3	Crestron AV Transmitter (for Podiums)				
3	Lectern Loudspeaker Conf. Monitor				
3	Custom IO panel 2GG				
3	Custom AC Power Panel 1GG				
12	Shielded CAT6 Panel Mount Connector				
3	Twistlock AC Power Connector				
3	Touch panel				
	MOBILE MEETING RACK				
1	Bluray Player				
1	Audio DSP IO Peripheral				
6	Mic/Line Input Cards				
2	Line Output Cards				
1	UPS				
1	Table Top Touch Panel				
1	Custom IO Panel XLR in and out RJ45 Ethercon				
24	XLR Female Panel mount Jacks				
8	XLR Male Panel mount Jacks				
3	Shielded CAT6 Panel Mount Connector				
1	Ethernet Cable (tactical) CAT6 shielded 20' - Ethercon				
1	Ethernet Cable (tactical) CAT6 shielded 50 '- Ethercon				

1	20RU Mobile Rack Cascade Black			
1	Vertical Power Dist.			
1	Rear Rack Rail Kit for Above			
4	4RU Blank Panel			
3	2RU Blank Panel			
1	3RU Drawer			
1	Custom mounting panel for Touch Panel			
1	DM Video Transmitter			
	PRODUCTION LOUDSPEAKERS			
2	MF/HF Loudspeakers			
2	Subwoofers			
2	Caster Kit for subwoofer			
2	Pole Mount Kit			
	1 die Wedit Pat			
_				
	ADD ALTERNATE FLOOR BOXES			
6				
	ADD ALTERNATE FLOOR BOXES			
6 6 6	ADD ALTERNATE FLOOR BOXES  Scrub Water Resistant Floor Box			
6 6 6 3	ADD ALTERNATE FLOOR BOXES  Scrub Water Resistant Floor Box  Carpet Cover Assembly for Above Box  DM Video RJ45 Input Card for above Matrix  DM Video RJ45 Output Card for above Matrix			
6 6 6 3 1	ADD ALTERNATE FLOOR BOXES  Scrub Water Resistant Floor Box  Carpet Cover Assembly for Above Box  DM Video RJ45 Input Card for above Matrix			
6 6 6 3 1	ADD ALTERNATE FLOOR BOXES  Scrub Water Resistant Floor Box  Carpet Cover Assembly for Above Box  DM Video RJ45 Input Card for above Matrix  DM Video RJ45 Output Card for above Matrix			
6 6 6 3 1 1 9	ADD ALTERNATE FLOOR BOXES  Scrub Water Resistant Floor Box  Carpet Cover Assembly for Above Box  DM Video RJ45 Input Card for above Matrix  DM Video RJ45 Output Card for above Matrix  Audio DSP Audio 10 Frame			
6 6 6 3 1 1 9	ADD ALTERNATE FLOOR BOXES  Scrub Water Resistant Floor Box  Carpet Cover Assembly for Above Box  DM Video RJ45 Input Card for above Matrix  DM Video RJ45 Output Card for above Matrix  Audio DSP Audio IO Frame  Audio DSP Audio IO Frame  Mic Line Input Cards  Line Output Cards			
6 6 6 3 1 1 9 3 6	ADD ALTERNATE FLOOR BOXES  Scrub Water Resistant Floor Box  Carpet Cover Assembly for Above Box  DM Video RJ45 Input Card for above Matrix  DM Video RJ45 Output Card for above Matrix  Audio DSP Audio IO Frame  Audio DSP Audio IO Frame  Mic Line Input Cards			
6 6 6 3 1 1 9 3 6 24	ADD ALTERNATE FLOOR BOXES  Scrub Water Resistant Floor Box  Carpet Cover Assembly for Above Box  DM Video RJ45 Input Card for above Matrix  DM Video RJ45 Output Card for above Matrix  Audio DSP Audio IO Frame  Audio DSP Audio IO Frame  Mic Line Input Cards  Line Output Cards  Custom I/O Panel  Shielded CAT6 Panel Mount Connector			
6 6 6 3 1 1 9 3 6	ADD ALTERNATE FLOOR BOXES  Scrub Water Resistant Floor Box  Carpet Cover Assembly for Above Box  DM Video RJ45 Input Card for above Matrix  DM Video RJ45 Output Card for above Matrix  Audio DSP Audio IO Frame  Audio DSP Audio IO Frame  Mic Line Input Cards  Line Output Cards  Custom I/O Panel			

### **USF Stage Lighting System Design Specification**

- 1. Scope of Work for Lighting
  - B. The following design and parts list is based on the Royal Palm Ballroom site visit, where the expected performance of the system was described by USF. The proposed plan should include each of the following:
    - 7 motorized lighting positions
      - o 5 Located in Ballroom "A" (White)
      - o 2 Located in Ballroom "B" (White)
    - The light fixtures will be Color Changing LED fixtures
      - o ETC Source Four Lustr Series 2 Ellipsoidal (White)
      - o ECT Color Source Pars (White)
    - Theatrical Lighting Console with Touch Screen Monitor
    - 2 Portable LCD Touch Screen Controllers
    - 4 Plug-In Locations for Control (2 in "A", 2 in "B")
    - An equipment rack for the Control Network
    - Architectural Control Processor that can interface with Crestron

### C. ROYAL PALM BALLROOM - LIGHTING MATERIALS LIST

Quantity			Description
FIXTUE 24 16 16 12 24 24 48 14	RES: ETC ETC ETC ETC ETC LS Peak Hubb	S4LEDS2LS-1 419-EDLT-1 426-EDLT-1 436-EDLT-1 7412A1005-1 MAW SC125-W 7198	Source Four Lustr Series 2 (WHITE) 19° EDLT Lens Tube (WHITE) 26° EDLT Lens Tube (WHITE) 36° EDLT Lens Tube (WHITE) Color Source LED Par (WHITE) C-Clamp (WHITE) Safety Cable (WHITE) HBL8115V AC Plug NEMA 5-15 Male HG Valise (WHITE)
CONT 7 2 7 2 1 1 14 14 14 60 4 3 400 60 60	ROL & POWER SSRC SSRC ETC ETC ETC ETC ETC ETC ETC HB TMB TMB TMB TMB TMB TMB LEX LEX	Custom Custom N31G-1F N31G-1M LMNT-40-500 SGM1456 CSR-D MAW SC125-W ZPT45NSWE5L ZPP45NB25L ZDPCAT6ANE** WSJT123WE NAC3FCA NAC3FCA	Pipe Mount: 2x Edison Duplex, 1x1 Port Gateway (WHITE) Flush Mount - 2 x Ethercon NET (WHITE) + Input Gateway One-Port Wall mount DMX Output Gateway (WHITE) One-Port Wall mount DMX Input Gateway (WHITE) Element 40, 500 Channels 23" Wide screen Touchscreen Monitor ColorSource DMX Relay C-Clamp (WHITE) Safety Cable (WHITE) 5' DMX Cable (WHITE) 5' DMX Cable (BLACK) Dataplex CAT6a Ethernet cable w/Ethercon 12/3 SJT-W Cable (WHITE) Blue Powercon Cable Mount Gray Powercon Cable Mount
C. NE 1 16 1 16 1 1 Lot 1 4 2	TWORK CONTE Beld Beld MA PC Dell APC MA MA MA ETC ETC ETC	ROL EQUIPMENT RAC Special Special MAP BR2 N4035 Switch UPS EWR-12-17 TBD LVFD-12 Custom P-TS7-PE P-ACP2	Patch Panel - 2U 19" rack-mount patch panel Cat5e Modular Jack for above Patch Panel 2U Brush Grommet Panel Cable Management 3' CAT5 Patch cable (BLACK) Dell X1018P Smart Web Managed Switch 16X 1GBE POE APC Smart-UPS 1500VA 120V LCD 2U Rackmount UPS Equipment Rack Black panels to fill Vented Door NET/NET/DMX IN wall station Portable LCD Controller Paradigm Architectural Processor
D. <u>RIC</u> Lot Lot Lot Lot	GGING & INSTAL RI RI RI RI	LATION: Custom Custom Custom Custom Custom	Self Climbing Trusses Design and Engineering All required Secondary Steel for Rigging Installation Labor

Note: Pricing submittal forms for both the Audio Visual and the Lighting Equipment lists for this project will be available as an attachment to ITN 16-18-MH, on the USF Purchasing web Site no later than 5/11/2016.

http://www.usf.edu/business-finance/purchasing/public-bids/awards-2015-2016.aspx

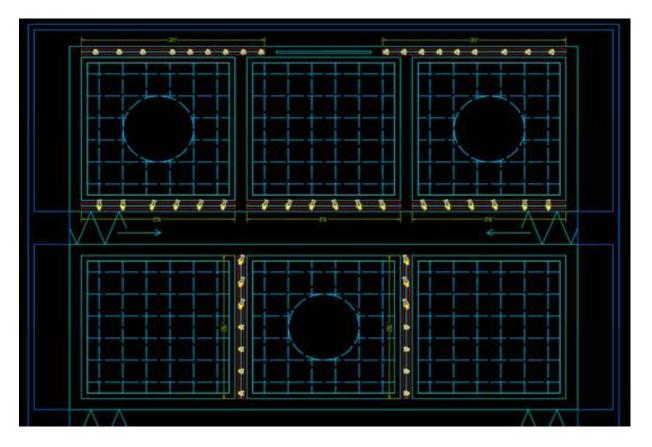


Figure 1: Sample Lighting Plan

#### **III. CONTRACTORS INFORMATION**

- A. Company Information Required: Each bidding entity shall furnish the following information:
  - Name and address of operating company, indicate type of business (i.e. individual, partnership, corporation, other).
  - 2. Number of years in the industry and the number of people regularly employed. Vendor must have a minimum of ten (10) years' experience from the date of the ITN, providing similar A/V services.
  - Work record showing the training and experience of the bidder's supervisors, superintendents and/or
    account managers (include names, addresses and telephone numbers) who will be assigned to oversee
    this contract.
  - 4. Evidence in writing that they maintain permanent places of business and have adequate equipment, financial position (balance sheet and profit/loss statement), personnel, and inventory to furnish the items offered satisfactorily and expeditiously, and can provide the necessary services.
  - 5. A list of and brief description of <u>all</u> current and past (within the last 24 months) contracts of comparable size and scope. List shall be complete with contract dates, names, address and telephone numbers of owners. The University will randomly check references. <u>Negative responses judged to be significant by the Associate Director of Purchasing will be cause for rejection of your bid. The Associate Director of Purchasing Service's decision shall be final and binding.</u>
  - B. The vendor shall be qualified to perform the work as required by these documents.

**PLEASE NOTE**: Vendor must include the above information with their proposal package to be considered for the award. Only those business entities that meet the "Qualifications of Contractors" shall be considered

for the award.

Failure Of A Vendor To Furnish All Of The Above Information In Their Proposal May Result In The Rejection Of Their Proposal.

#### IV. VENDOR/CONTRACTOR'S REQUIRED QUALIFICATIONS

The AV contractor must have extensive qualifications to perform this installation and upgrade. The contractor's qualifications should include, but are not limited to the following:

- More than (10) years in the business from the date of the ITN and must provide proof of proper installation and customer satisfaction with at least (3) installations of similar magnitude and scope to this proposal.
- The AV contractor should have factory certified technicians on staff for each of the manufacturer's systems they
  will employ.
- The AV contractor must have at least (3) CTS certified technicians and engineers on staff and involved in the
  project. The contractor should have the project designed by a CTS-D certified engineer and have at least (1) CTS-I technician on staff that can supervise the installation of the systems.
- The integrator shall be certified for the Qsys products utilized on this project. The DSP must operate on layer 3, natively.
- Vendors must provide documentation that they are licensed to do business in the state of Florida.
- The AV contractor must be able to provide continuing support for the customer. This includes, but is not limited to (1) year warranty service support, and (1) future (8) hour programming visit to modify the control system. Provide manufacturer trained qualified Audio Engineer to SIM align the sound system using Meyer Sound SIM3 system and provide presets for (4) uses to include meeting room, concert-end stage, board room use, and banquet use.
- A qualified programmer for the video system shall be engaged to finalize setup of the video system equipment including projectors and video matrix system. The equipment shall have a (3) year warranty.

The AV system must meet the most stringent and best practices for installation and programming of AV systems. The system's specifications include, but are not limited to the following:

- Uninterruptable power supplies and surge protection must be used to power all equipment which contains digital
  processing, volatile and non-volatile memory storage on board. The UPS must be equivalent to Liebert, or
  Extreme Power NXRT Series rated at 150% of load and must be rack mounted. APC and Tripplite are not
  acceptable.
- The audio DSP system must be redundant to prevent system downtime. In the event of a failure the redundant system should take over audio processing and routing with 10 seconds, or less of no audio.
- The audio DSP will be capable of automixing microphone inputs in a gain-sharing capacity in order to minimize the productions staff's involvement in the audio mixing process during the board meetings. LUA scripting is required to provide a graphical GUI to allow (24) scene presets on screen.

The USF Marshall Student Union Ballrooms will have an extensive, comprehensive AV Control and Lighting system which will allow the production staff to make use of the space with utmost flexibility. The cornerstone of the system is AV transmission from remote locations associated with wall boxes and/or floor boxes into separated, or combined spaces. With simple connection using heavy duty Ethernet cables the staff can set up production using any wall box, or floor box, with minimal routing or level adjustment. The control system will enable the staff to combine rooms and control the system from iPad, the wall touch panel, or through the tethered portable touch panels. The proposed system will provide the user with a simple method for production in several different applications with a minimal amount of trained staff on hand to support the system.

Note: Vendors must provide documentation of the required qualifications above.

# V. Specific Items to be Included in Vendor's Proposal

# Required Forms:

- Invitation to Negotiate cover Page Signed (pages 2 & 3)
- Minority Vendor and P-Card Certification (page 22)
- Certificate of non-Segregated Facilities (page 23)
- Bidder's Affirmation (pages 25 & 26)
- Small, minority or Woman Owned Business Form (page 28)
- Purchase Order Payment Preference (page 29)
- All issued Addendums to this ITN (Signed)
- Vendors Pricing Proposal

#### **VI. EVALUATION FACTORS**

- Vendor's ability to meet the ITN specifications
- Vendor's experience/qualifications
- References
- Vendor's Financial Viability
- Vendors Pricing Submittal
- Overall value of the proposal to USF

# Minority Vendor & Visa P-Card Certification

Certification of Minority Vendor
Is your firm a "Minority Business Enterprise", defined as a business concern engaged in commercial transactions, which is domiciled in Florida, and which is at least fifty-one (51%) percent owned by minority persons and whose management and daily operations are controlled by such persons?
YES NO
If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?
YES NO
All bid proposals must be submitted on our standard Invitation to Negotiate Form. Bid proposals submitted on vendor quotation forms will not be accepted without a completed Invitation to Negotiate Form.
Visa Purchasing Card (P-Card) acceptance Certification
I will accept payment by Visa Purchasing Card. (See Article IV, 28)
Print Name and Title
Authorized Date

# **CERTIFICATE OF NON-SEGREGATED FACILITIES**

We,	
our employees any segregated facili not permit our employees to perfo segregated facilities are mainta	Florida that we do not and will not maintain or provide for ties at any of our establishments, and that we do not and will rm their services at any location, under our control, where ined. We understand and agree that a breach of this Equal Opportunity clause required by Executive Order 11246 of
areas, rest rooms and wash room, rand other storage or dressing entertainment areas, transportation	e term "segregated facilities" means any waiting rooms, work restaurants and other eating areas, time clocks, locker rooms areas, parking lots, drinking fountains, recreation or on and housing facilities provided for employees which are are in fact segregated on the basis of race, creed, color or local custom or otherwise.
subcontractors for specific time possible subcontractors prior to the award of provisions of the Equal Opportunity and that we will forward the following	here we have obtained identical certifications from proposed eriods) we will obtain identical certifications from proposed of subcontracts exceeding \$10,000 which are not exempt from the clause; that we will retain such certification in our files; wing notice to such proposed subcontractors (except where the ted identical certifications for specific time periods):
FACILITIES. A Certificate of Non-s Elimination of Segregated Facilitie must be submitted prior to the awar the provisions of the Equal Opport	ORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED segregated Facilities, as required by the 9 May 2067 order on es, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 2067), of of a sub-contract exceeding \$10,000 which is not exempt from cunity clause. The certification may be submitted either for contracts during a period (i.e. quarterly, semiannually, or
	nd willfully makes any false, fictitious or fraudulent liable to criminal prosecution under 18 U.S.C. 1001.
	(NAME OF COMPANY)
	Signature:
	TITLE:

## SUBPART D - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin."
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment."
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor."
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law."
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order s the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."
- SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:
  - (1) The Contractor agrees to comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11701 and Section 503 of the Vocational Rehabilitation Act of 1973, which are incorporated in this certificate by reference.

#### Bidder's Affirmation and Declaration

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

#### Affiant's Name

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

- 1. That the Bidder, if an individual, is of lawful age; or
- 2. That if:
  - a. The Bidder is a partnership or a corporation, it has been formed legally;
  - b. The Bidder is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
  - c. The bidder is a corporation incorporated under the law of a state other than Florida; it is duly authorized to do business in the State of Florida.
- 3. That if the Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.
- 4. That the Bidder has not submitted a rigged bid, nor engaged in collusive bidding or collusive bidding arrangements or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Bidder is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].
- 5. That the Bidder is not in arrears to any agency in the State of Florida upon debt or contract and is not a defaulter, as surety or otherwise upon any obligation to any agency of the State of Florida.
- 6. That no officer or employee of the University of South Florida, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between the University of South Florida and this Bidder or awarded to this Bidder; nor shall any University officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of this contract or obligation to this Bidder.
- 7. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.

Further Bidder Sayeth Not.

Bidder: Complete the Acknowledgment on the following page.

#### Bidder's Affirmation and Declaration - Continued

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

### \*\*\*See Bid Proposal Herein\*\*\*

Firm Name:		
Type of Organization: [ ] Individual [ ] Partnersh	] Small Business [] Non-Prohip [] Corporation [	ofit [ ] Joint Venture
Business is licensed, permitted or certified to do bus Florida.	siness in the State of	[] Yes [] No
E-Mail Address:		
Division of Management Services SPURS License	No.:	
State of Florida Corporation ID No. (from Secretary	of State):	
State of Florida Fictitious Name Reg. No. (from Sec	cretary of State):	
State of Florida Contractor's License No. (from DP	R):	
Name Contractor's License is under:		
FEID No.	County of	
Representative's Name:		
Authorized Representative's Title:		
Address:		
City:	State:	Zip Code:
Telephone No	Fax No	
The foregoing instrument was acknowledged before who is persona	me this the day of ally known to me or who has	, 2010, by produced identification and who did (did not) take an oath.
Signature of Notary Public	Authorized	d Signature of Affiant
Notary Public State of		
My Commission Expires:		
Printed, typed or stamped Commissioned Name of Notary Public		Printed, typed or stamped Name of Affiant

Small, Minority or Women-Owned Business? YES \_\_\_\_NO

If answered yes above, please circle classification that applies:
---

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

- If you select a classification that is certified by a Federal or State agency, please provide a copy of your certification for each agency along with this application.
- To determine your Federal Size Standard, please access the U.S. Small Business Administration's website:
   <a href="http://www.sba.gov/starting/indexwhatis.html">http://www.sba.gov/starting/indexwhatis.html</a> or go to the SBA's <a href="http://www.sba.gov/size">http://www.sba.gov/size</a> to look up your North American Industry Classification Systems (NAICS) Code and the qualifying number of employee's or annual dollar amount. To register your business on the Central Contractor Registration (CCR) Website visit <a href="https://www.bpn.gov/ccr/scripts/index.html">https://www.bpn.gov/ccr/scripts/index.html</a>
  <a href="https://www.
- If you are using Federal Size Standards, please specify the codes used:

  NAICS Code: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ or Annual Amount: \_\_\_\_\_\_
- If you are not a State of Florida Certified Minority Business Enterprise and would like to download the application for certification of Minority Business Enterprise for the State of Florida and view the State of Florida's Eligibility criteria, please go the Office of Supplier Diversity's website at: <a href="http://osd.dms.state.fl.us">http://osd.dms.state.fl.us</a>.

Part 3 – Purchase Order and Paym	ent Preferences	
By which delivery method do you prefer to receive purchase orders?  Postal mail	Payment Discount Terms:  2% Net 10 Other:	By which delivery method do you prefer to receive payment?  Check  Credit Card (USF Procurement Card)  Electronic Funds Transfer (EFT) (To receive payments by Electronic Funds Transfer, please complete the attached Electronic Payment Authorization Form to start electronic payment process)
Part 4 – Signature		
I certify to the best of my knowleds principals are not presently debarr by any Federal Department or Age.  I certify that the information supplied that the certify that in doing busin	red, suspended, proposed for debarment ncy. plied herein, including all attachment	ee identified in this vendor application, and its nt, declared ineligible, or voluntarily excluded s, is correct to the best of my knowledge. In is in compliance with Chapter 112, Florida ttp://www.flsenate.gov/statutes).
Name of Person Signing Application Signature	n Date	Title

Vendor Proposals must be delivered to USF Purchasing Office 4202 E. Fowler Ave SVC 1072 by 3PM on June 03, 2016 directions and a map to this location are found on pages 35 & 36 of this ITN.

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

- 1. Enter at the University's main entrance off of Fowler Avenue.
- 2. Pull into the USF Campus Information Center (building on your right that looks like a drive-through bank) and purchase a USF Daily Parking Permit for \$5.00 (permit prices subject to change without notice; contact Parking Services at (813) 974-4607 for updated pricing information). NOTE: Parking permits are required in all non-metered spaces. Parking lots are monitored 24/7 and vehicles that are parked illegally will receive a citation.
- 3. Upon leaving the Campus Information Center, turn right onto Leroy Collins Boulevard proceed straight through the first signal light which is Alumni Drive, and get into the right-hand turn lane.
- 4. Turn right at USF Mango Drive.
- 5. Proceed to Collins Blvd. Parking Facility (GBG).
- 6. Collins Blvd. Parking Facility has a parking pay station located on the street level entrance at the north-west corner of the garage. The Purchasing offices are located in the SVC Building, which is directly next door to the Collins Blvd. Garage.
- 7. Once parked, walk in a northerly direction (orient by parking pay station) to the connector bridge (SVC Bldg. should be visible)
- 8. Take elevator in SVC Bldg. to 1<sup>st</sup> floor and look left for Purchasing Services reception area.
- 9. NOTE: You may request a Campus Map at the Campus Information Center.

  We suggest that you either stop at the Campus Information Center or the parking permit dispensers in the Collins Blvd. parking garage, to obtain a Daily parking permit prior to visiting Purchasing Services.
- Note: A campus Map showing the location of the Campus Information Center, the Collins Blvd.

  Garage and the SVC building is included with these instructions. Do not forget to stop at the Campus Information Center to obtain a daily parking permit prior to visiting Purchasing Services.

