



INVITATION TO NEGOTIATE

Annual Generator Preventive Maintenance and Other Related Services

ITN# 16-20-YH

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 **Annual Generator Preventive Maintenance and Other Related Services** 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., July 19, 2016**. Any questions concerning this Invitation to Negotiate should be directed to Muhammed Higgins, Purchasing Specialist, Purchasing Services higginsy@usf.edu.

Mandatory Pre Bid Meeting June 23, 2016 @ 10:00A.M. w/Site Visit(s) on June 23, 2016 after pre-proposal meeting and again on June 24, 2016 @ 9:00A.M. see full details on page 8, item 9.

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

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

SUBMIT PROPOSAL TO:

**UNIVERSITY OF SOUTH FLORIDA
PURCHASING SERVICES
4202 E FOWLER AVENUE SVC 1073
TAMPA, FL 33620-9000**

Telephone Number: Area Code 813 974-2481

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

INVITATION TO NEGOTIATE

Page 1 of 60 pages

ITN WILL BE OPENED **3:00 P.M., July 19, 2016** and may not be withdrawn within 120 days after such date and time.

ITN NO: 16-20-YH

ISSUING DATE: June 21, 2016

ITN TITLE: Annual Generator Preventive Maintenance

VENDOR NAME

REASON FOR NOT SUBMITTING PROPOSAL

CERTIFIED OR CASHIER'S CHECK IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF \$

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

WEB ADDRESS: _____

AREA CODE

TELEPHONE NUMBER

TOLL-FREE NUMBER

*I certify that this ITN proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN proposal and certify that I am authorized to sign this ITN proposal for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting a proposal to the University of South Florida Board of Trustees, a public body corporate, herein after known as the University, the vendor offers and agrees that if the ITN proposal is accepted, the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it * now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.*

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

E-MAIL ADDRESS: _____

GENERAL CONDITIONS:

SEALED PROPOSALS: All proposal sheets and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted as instructed shall be rejected. All proposals are subject to the conditions specified herein. ITN responses, which do not comply with specified conditions, may be rejected.

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| <p>1. EXECUTION OF ITN: ITN proposal must contain an original manual signature of authorized representative in the space provided above. ITN proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his ITN price must be initialed. The company name and E.I.N. number or social security number shall appear on each pricing page of the ITN as required. Complete ordering instructions must be submitted with the ITN proposal.</p> <p>2. NO ITN PROPOSAL: If not submitting an ITN proposal, respond by returning only this vendor acknowledgement form, marking it "NO ITN" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the ITN mailing list. Note: To qualify as a respondent, vendor must submit a "NO ITN", and it must be received no later than the stated ITN opening date and hour.</p> <p>3. ITN OPENING: Shall be public, on the date and at the time specified on the ITN form. It is the vendor's responsibility to assure that his ITN proposal is delivered at the proper time and place of the ITN opening. ITN proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile or telephone are not acceptable. An ITN proposal may not be altered after opening of the proposals. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.</p> <p>4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.</p> <p>(a) TAXES: The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.</p> <p>(b) DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for ITN proposal evaluation purposes.</p> <p>(c) MISTAKES: Vendors are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of mistake in extensions the unit price will govern.</p> <p>(d) CONDITIONS AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this ITN proposal shall be new, current standard production model available at time of the ITN. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p> | <p>(e) INVOICING AND PAYMENT: The vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the vendor's EIN number. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. VENDOR'S RIGHT TO PAYMENT: Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendor's payment within 40 days (35 days for healthcare providers) after receipt of acceptable invoices, receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 55.03 (1), Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to the University, providing said request is received by the University no later than 40 days from the date shown on the University's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.</p> <p>(f) 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. Written inquiries and requests for interest penalty payments can be addressed to: USF Accounts Payables, 4202 Fowler Ave ADM 147., Tampa, FL 33620.</p> <p>(g) ANNUAL APPROPRIATIONS: The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.</p> <p>5. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding University of South Florida holidays, unless otherwise specified.</p> <p>6. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the ITN response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this ITN. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this ITN solicitation are the only conditions applicable to the ITN and the vendor's authorized signature affixed to the vendor acknowledgement form attests to this.</p> |
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7. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturers' name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude proposals for commodities with metric measurements. If proposals are based on equivalent products, indicate on the ITN form the manufacturer's name and number. Vendor shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The University reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the ITN form. The Purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the University unless evidenced by a Change Notice issued and signed by the University.
8. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than forty-eight (48) hours prior to the ITN opening. Inquiries must reference the date of ITN opening and ITN number. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with USF Regulation 4.02050(3). Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
9. **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.**
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their proposal 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.
11. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. When it is determined there is competition to the lowest responsible vendor, evaluation of other proposals is not required. Vendors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this ITN shall conform to applicable Florida Statutes, and University Regulations, policies and Procedures.
12. **SAMPLES:** Samples of items, when called for, must be furnished free of expense on or before ITN opening time and date, and if not destroyed may, upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, ITN number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within 90 days after ITN opening date. If instructions are not received within this time, the University shall dispose of the commodities.
13. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Others acceptable to the University may test items for compliance with specifications by the Florida Department of Agriculture and Consumer Services. Should the items fail testing, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in ITN and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against defaulting vendor. Any violation of these stipulations may also result in:
a) Suppliers name being removed from the University list.
b) All University departments being advised not to do business with the supplier without written approval from Purchasing Services until such time as supplier reimburses the University for all procurement and cover costs.
- INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
c) Retain the item and its shipping container, including inner packing material, until the carrier and the contract supplier perform inspection.
d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
14. **NOTE:** ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this ITN prior to their delivery, it shall be the responsibility of the supplier to notify Purchasing Services at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.
16. **ADDITIONAL QUANTITIES:** For a period not exceeding 180 days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the ITN but not to exceed the threshold for category two at the prices proposed in this invitation. If additional quantities are not acceptable, the ITN proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY."
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.
18. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a ITN response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.
19. **PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property:** 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. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the University's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the vendor full opportunity to defend the action and control the defense.
20. Further, if such a claim is made or is pending the vendor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the University agrees to return the article on request to the vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device or materials covered by copyright, patent or trademark, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this ITN and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.
22. **LIABILITY:** The vendor shall save and hold harmless the University, its officers, agents and employees against any and all claims by third parties resulting from the vendor's breach of this contract, the vendor's negligence, and/or vendor's other wrongful acts.
23. **FACILITIES:** The University reserves the right to inspect the vendor's facilities at any reasonable time with prior notice.
24. **PUBLIC PRINTING:** A vendor must have at the time of ITN opening a manufacturing plant in operation, which is capable of producing the items proposed, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to vendors located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a vendor located outside the State.
(a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms.
(b) **PRINTING ADJUSTMENTS, OVERRUNS-UNDERRUNS:** No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of proposal expressly so provide.
(c) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
(d) **RETURN OF MATERIALS:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.
(e) **QUALITY-PERFORMANCE ANALYSIS:** The vendor on any purchase of printing in excess of the threshold for category two shall complete and forward to Purchasing Services the analysis form that accompanied his purchase order together with an invoice copy.
25. **PUBLIC RECORDS:** Any material submitted in response to this ITN will become a public document pursuant to Section 119.07, F.S. This includes material, which the responding vendor might consider to be confidential, or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
26. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:
a) Vendor's name being removed from Purchasing Services vendor mailing list.
b) All University agencies being advised not to do business with the vendors without written approval of Purchasing Services.
27. **CANCELLATION:** The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

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Annual Generator Preventive Maintenance**SECTION I: INTRODUCTION****Purpose of ITN**

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University", intends to negotiate an agreement for a Annual Generator Preventive Maintenance and Other Related Services, for the listed generators located on the USF campus as described in this ITN. We invite proposals from qualified State of Florida licensed and registered generator contractor(s) to submit a proposal to perform the services for the Annual Preventive Generator Maintenance and Other Related Services as described in the specifications herein. Through this process the University desires to negotiate the best value agreement for the University.

The purpose of this contract is to establish a contract in compliance with §399, Florida Statutes for "Annual Generator Preventive Maintenance and Other Related Services" for the University of South Florida – Tampa Campus, inclusive of, but not limited to, the Main Campus, Health Science Center, Louis de la Parta Florida ental Health Institute, College of Public Health, Phyllis Marshall Center, Auxiliary Services and Parking Services. A Single Multiple award is to be made on the total offer basis for both One year and two year preventive maintenance schedules as stated in item 4 of Section III: ITN Technical Specifications. Award will be made as stated herein to the responsive and responsible generator contractor meeting all ITN terms, criteria, conditions and specifications herein. There will be the possibility of three (3) one (1) year renewals; however, renewals are not automatic.

No guarantee of minimum or maximum amounts of work will be made by the University under this contract.

Description of University

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

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

With 180 degree programs at the undergraduate, graduate, specialty and doctoral levels, including the doctor of medicine, there's something for everyone at USF. 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.

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

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

Annual Generator Preventive Maintenance**SECTION II: SPECIAL CONDITIONS**

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

1. Opening Note to Vendors

Vendor's response to this **Invitation to Negotiate** shall be delivered to the **Purchasing Services, University of South Florida, 4202 East Fowler Avenue SVC 1073, Tampa, Florida 33620-9000**, no later than **3:00 P.M. on July 19, 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 July 19, 2016** will be rejected in the University's sole discretion. These proposals will be returned unopened to the Vendor. Proposals and/or amendments **will not** be accepted at any time via facsimile or electronic mail. **At 3:00 P.M. on July 19, 2016, all timely ITN Proposals received will be opened and recorded.**

If the Vendor elects to mail/ship its ITN Proposal package, the Vendor must allow sufficient time to ensure the University's proper receipt of the proposal package by the time specified above. **Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure that the ITN Proposal package arrives at the University's Purchasing Department no later than 3:00 P.M. on July 19, 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. 16-20-YH.**

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

2. Event Schedule (dates are subject to change)

ITN Issued	June 21, 2016
Mandatory Pre-Proposal Meeting/Visual Inspection	June 23, 2016 at 10:00am (OPM 115)
Visual Inspections (Conducted over 2 days)	June 23-24, 2016
Proposer's Questions	July 12, 2016 due by 2:00pm
Addendum Issued Based on Questions	June 15, 2016
Proposal Due	July 19, 2016 at 3:00pm

3. Proposal Conference/Visual Inspection

It is solely the contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including, but not limited to, possible interference from academic or other University activities. To aid you in becoming informed, the contractor or his/her designees must attend the **mandatory** proposal conference and visual inspections being held in the Physical Plant/Facility Planning Building (OPM), Conference Room, Room No. 115 on June 23, 2016, promptly at 10:00 A.M. There will be an additional day for visual inspections to be held the following day on June 24, 2016 at 9:00A.M. (Note: per item 2 of the Section III Technical Specifications, vendors are responsible for inspecting all generators). **Any prospective contractor or his/her designee arriving after 10:10 A.M. on the official clock located in Room 115 shall not be allowed to enter the conference room nor be eligible to negotiate this project. No other time keeping device will be considered for this purpose.** University representative(s) will be available at this time to answer questions related to this Invitation to Negotiate. Any suggested modifications may be presented, in writing to and/or discussed with the University's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation to Negotiate.

Special Note: **Persons attending the mandatory proposal conference are required to turn their cellular telephones and pagers off before entering the conference room. Failure to do so may result in your being asked to leave the proposal conference resulting in any ITN submitted being disqualified as non-responsive.**

Division of Management Services certified minority business enterprises are cordially invited to attend the proposal conference and visual inspection to become familiar with the project specification and to become acquainted with prospective contractors interested in negotiating the project.

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Please be aware the Tampa campus has parking shortages. You will need to obtain a parking decal from the USF Visitor's Information Center prior to parking on the Tampa Campus. If you are unable to arrive at Proposal Conference/Visual Inspection meeting because you are unable to find either a parking space or the designated meeting location, that is not sufficient reason to be admitted after the designated meeting start time.

Failure to attend this proposal conference/visual inspection shall result in the disqualification of your ITN.

Directions to Proposal Conference Location:

1. Enter at the University's main entrance off of Fowler Avenue.
2. Pull into the USF Visitor's Reception Center and obtain a temporary parking permit costing approximately \$5.00 (failure to do so is at your own risk).
3. Upon leaving the USF Visitor's Reception Center, turn right onto USF Leroy Collins Boulevard and get into the left hand turn lane.
4. Turn left at the traffic light onto USF Alumni Drive.
5. Proceed to the next traffic light; make a right turn onto USF Magnolia Avenue and continue onto 2nd traffic light (corner USF Magnolia and USF West Holly).
6. At the light, make a right turn onto USF West Holly Drive.
7. Stay in right hand lane.
8. Go over speed bump (USF Central Plant and USF Water Tower will be on left side of road); turn right into parking lots upon passing the Central Plant.
9. The Physical Plant/Facilities Planning Operations Building is located across the street between the USF Central Plant and the USF Post Office.

Note: A campus map is enclosed herein. Contractors are urged to obtain a visitor's parking permit from the USF Information Center located at the University's main entrance on Fowler Avenue prior to the scheduled proposal conference time.

Failure to obtain a visitor's parking permit may result in the vehicle being ticketed and/or towed.

4. Inquiries

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

Any explanation desired by vendors must be requested of the University of South Florida Purchasing Branch in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be posted on the Purchasing Department's website at <http://www.usf.edu/business-finance/purchasing/public-bids/index.aspx>. Vendors obtaining ITN documents from any other source must review the Purchasing Department's website. Direct all inquiries to Muhammed Higgins @ higginsy@usf.edu. **Questions must be submitted by 2:00pm on July 12, 2016.**

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.

5. Definitions

- A. Owner: The University of South Florida hereinafter called the University.
- B. Respondent: Any individual, firm, partnership, corporation, association, or other legal entity both licensed and **registered to do business in the State of Florida** who submits a formal response to this document.
- C. For the purposes of this document, the terms:
 1. Proposer, contractor, proposing entity, vendor and/or proposing entity are considered interchangeable.
 2. Invitation to Negotiate and/or proposal(s) are considered interchangeable.

Annual Generator Preventive Maintenance6. Points of Contact

The University of South Florida's points of contact for matters relating to these documents are:

A. Technical and Specification Matters: Muhammed Higgins, telephone no. (813) 974-4977; E-Mail: higginsy@usf.edu

B. Contract Matters: Muhammed Higgins, E-Mail: higginsy@usf.edu

7. Questions About ITN – Points of Contact

ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY 2:00pm ON July 12, 2016.

Any questions concerning this Invitation to Negotiate should be directed in writing to Muhammed Higgins, Purchasing Specialist, Purchasing services SVC 1073, via e-mail at higginsy@usf.edu on or before 2:00pm on July 12, 2016.

8. Special Acknowledgments

Proposer(s) acknowledges and agrees:

A. That by executing:

1. The Invitation to Negotiate, "Acknowledgment" form that he/she has in fact read, understands and shall comply with all ITN terms and conditions listed in the ITN documents, technical specifications, and drawings, where applicable; and,
2. I certify to the best of my knowledge and belief, that the business or payee identified in this Invitation to Negotiate, and its principals are not presently debarred, suspended, proposed for debarment ineligible, or voluntarily excluded by any Federal Department or Agency. To the extent this assertion proves inaccurate, USF may, in its sole discretion, terminate this agreement without penalty to USF.

B. That this is written consent and agreement of the proposer(s), if awarded, that purchases may be made under this Invitation to Negotiate by other State universities, community colleges, district school boards, other educational institutions, and by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation. If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for one hundred twenty (120) days from the date of award. Proposers shall note exceptions to the above paragraph, if any.

C. That twenty-four (24) hour emergency call service shall be provided at no additional charge to all using entities.

D. That as an integral part of this ITN that a sales representative shall be available either by telephone or on-campus a minimum of one (1) day per week to handle sale orders, troubleshoot problems, answer questions, etc.

E. That the terms proposer and contractor are interchangeable in this ITN document.

F. That the University reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any proposals, to reject any and all proposals in whole or in part with or without cause, and/or to accept proposals that in its judgment will be the best value meeting specifications and school needs and be in the best interest of the University.

9. Response to Vendor Questions

Responses to all vendor questions received prior to 2:00pm on July 12, 2016 may be addressed via an Addendum by 5:00PM on July 15, 2016. Send email questions to Muhammed Higgins higginsy@usf.edu.

10. 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. No verbal or written information from any source other than the Purchasing Services addenda is authorized as representing the University.

Annual Generator Preventive Maintenance**Vendor's failure to return any and all addenda may result in disqualification of that Vendor's Invitation to Negotiate.**

PLEASE NOTE: It is solely the Vendor's responsibility to check the USF Purchasing Web site at <http://www.usf.edu/business-finance/purchasing/public-bids/index.aspx>, 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.

11. Meetings

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing Services Department located at 4202 E Fowler Avenue SVC 1073, Tampa, FL 33620 and posted electronically on the USF Purchasing Public Bid website five business days prior to the meeting, [HTTP://WWW.USF.EDU/BUSINESS-FINANCE/PURCHASING/PUBLIC-BIDS/INDEX.ASPX](http://www.usf.edu/business-finance/purchasing/public-bids/index.aspx) . For the purpose of this ITN, meeting notices will be "noticed" (posted) by e-mail to the ITN vendor list.

12. Parking

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

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

13. Award

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

Vendors may be required to answer questions and may be required to make a presentation to the evaluation committee, which will consist of : Greg See, Chris Fleicher and Toufic Moumne, regarding their qualifications, experience, service, and capability to furnish the required service(s).

Award(s) may be made on a per lot basis by the University to the most responsive and responsible vendor(s) whose final proposal is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate; and,

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

The University of South Florida reserves the exclusive right to reject any and all responses.

14. 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. Proposal results will not be given out over the telephone.

15. The Invitation to Negotiate Process

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

16. Evaluation Criteria

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

Annual Generator Preventive Maintenance17. 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 do not 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.

18. Invitation to Negotiate (ITN) 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 ITN 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 ITN document will be implemented by written addenda to the proposal issued by Purchasing & Property Services.

19. 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.

20. Vendor's Responsibility

It is understood and the vendor hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the ITN.

21. Vendor's Expense

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

22. Number of Proposals Submitted

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

Annual Generator Preventive Maintenance23. 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 ITN or an ITN proposal in any way incomplete or irregular including the omission of pricing information. Conditional ITN proposals may be considered non-responsive.

24. 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.

25. 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.

26. Mistakes

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

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

27. Qualifications of Contractors**Pre-Award Evaluation:**

To be considered for award, the entity proposing this project shall:

A) not be a joint venture;

B) present a statement that his/her firm has been regularly engaged in the business of repairing and/or servicing generators of all types and character of equipment covered by this Invitation to Negotiate for a minimum of five (5) years from the opening date of this Invitation to Negotiate;

D) be licensed to do business in the State of Florida and

E) Be both legally entitled to obtain permits and qualified to perform the work specified herein.

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

1. Name and address of operating company, indicate type of business (i.e. Individual, Partnership, Corporation, other).
2. Number of years in the industry and the number of people regularly employed.
3. Work record showing the training and experience of the proposer's supervisors, superintendents and/or project foremen (include names, addresses and telephone numbers) who will be assigned to oversee this contract.
4. Name, address and telephone number of at least one (1) person in your employ who holds a Florida State Certificate of Competency if applicable and is licensed to do business in the State of Florida.
5. A letter stating that said proposer is a factory authorized service facility for the Greater Tampa area for the item(s) for which said proposer has submitted a response.
6. Written evidence 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.
7. A complete description and locations of the firm's nearest service and warehouse facilities available for furnishing maintenance on the generators covered by the specifications herein and inclusive of, but not limited to, the following:
 - a. A list inclusive of names of personnel directly employed by the contractor whose responsibility is performing maintenance. Provide the length of time each person has been employed by the contractor and the amount

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- of experience each person has had in maintaining generators of the same type and manufacturer as covered by the specifications herein. List any specific manufacturer training received by your personnel.
- b. An outline of service and warehousing facilities showing a complete list of parts equal to or better than original (OEM) manufacturer's spare parts on hand of the same type and specifications as used on the generators covered under the specifications herein.
Please Note: Submission of an ITN is the contractor's express agreement to allow the University's Representatives at its' convenience to inspect the contractor's facilities.
 - c. A description of any other factors concerning the contractor's maintenance program, personnel and service facilities that will substantiate his/her ability to properly maintain the University's generators in a safe, dependable manner.
 - d. A list of technical information and engineering data to prove the contractor's personnel has the technical expertise and is capable to perform the maintenance specified herein.
8. Furnish a list and brief description of ***all contracts that have been canceled*** within the last twenty-four (24) months. List shall be complete with contract dates, names, addresses, telephone numbers of owners and reason why contract was canceled.
 9. Furnish a list and brief description of ***all*** contracts, current and within the last twenty-four (24) months, of comparable size and scope. List shall be complete with:
 - a. Original Contract Amount.
 - b. Change Order Amount(s) – total dollar value of change order issued until contract completion.
 - c. Total Contract Amount.
 - d. Actual Contract Dates (inclusive of beginning and ending dates).
 - e. Company name with full address (inclusive of street address, city, state, zip code with are code and telephone number).
 - g. Project Contact Person (inclusive of area code and telephone number).

References will be randomly checked. Negative responses judged to be significant by the Evaluation Committee will be sufficient cause for disqualification of your ITN. The Evaluations Committee's decision shall be final and binding.

- B. The proposing entity shall be solely responsible for determining that any sub-contractor used on this project by his/her firm shall:
 1. Be qualified to perform the work required by these documents. All proposing entities shall be licensed to do business in the State of Florida and must meet all the provisions of the Florida Statutes governing contractors (contractors must submit copy of valid general, builders, mechanical, electrical, roofing, plumbing, painting or specialty contractor's license at the pre-construction conference).
 2. Have successfully completed similar installations of comparable size, scope and cost.
- C. The proposing entity shall be qualified to perform the work required by these documents. All proposing entities shall be licensed to do business in the State of Florida and must meet the provisions of the Hillsborough County and Florida Statutes, where applicable, governing contractors (contractors must submit copy of valid general, builders, mechanical, electrical, roofing, plumbing or specialty contractor's license upon request).

Please Note: The above information **must be furnished with your ITN response** to be considered for the award. Only ITNs that meet the "Qualification of Contractors" will be considered.

Failure to furnish all of the above information with your proposal may be sufficient cause for rejection and/or disqualification of your ITN response as non-responsive.

28. Availability of Funds

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

29. Contract Period and Renewals

- A. The contract period shall be for a two (2) year period. If deemed advisable and advantageous to do so, the University has the exclusive right and option to renew the contract in writing for three (3) additional one (1) year periods meeting the following criteria:

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1. Contingent upon satisfactory performance evaluations by the University Representative;
2. Under the same Invitation to Negotiate terms and conditions stipulated herein;
3. Contingent upon pricing stipulated herein or as otherwise stipulated herein by mutual agreement in writing if deemed advisable and advantageous to do so; and,
4. Subject to the availability of funds.

B. The first six (6) months after commencement of the contract shall be considered probationary and continuation of the contract will depend upon the quality of the product, work and/or service exhibited. The contract may be terminated immediately at this time with no recourse, by the Division of Physical Plant, Administrative Coordinator or the Director or Assistant Director of Purchasing or their designee, in writing. The University reserves the right in its best interest to re-award to the next approved respondent or to review its needs to re-submit ITN.

C. The University reserves the right at the time of renewal to:

1. Accept a contract price increase per line item, not to exceed three (3%) percent or .03, of net contract pricing at the time of renewals. For the first renewal period, the net contract pricing may be increased, not to exceed three (3%) percent, over the initial proposal pricing. The second renewal period pricing may be increased, not to exceed three (3%) percent, over the first renewal period pricing; and/or,
2. Accept a contract price decrease per line item should market prices at the time of renewal be less than originally proposed.

Note: In order to invoke up to the three (3%) percent price increase, the awarded proposer shall make such request in writing at least sixty (60) calendar days prior to the contract renewal date. Failure to do so may result in the University requiring the awarded proposer to renew the contract under the same proposal terms, pricing and conditions as originally proposed.

30. Cancellation

All contract obligations shall prevail for at least one hundred eighty (180) calendar days after the effective date of the contract . At any time during or after the probationary period should there be cause, the University may cancel the contract by giving ten (10) calendar days' notice in writing to the other party. Otherwise this contract may be canceled by the University without cause in whole or in part by giving thirty (30) days prior notice in writing to the other party.

31. Default

Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:

- A. Vendor's name being removed from Purchasing Services vendor mailing list.
- B. All University agencies being advised not to do business with the vendor(s) without written approval of Purchasing Services.

32. Right to Terminate

In the event that any of the provisions of the contract are violated by the awarded proposer, the University may serve written notice upon awarded proposer 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) calendar days after the notice is served upon the awarded proposer, the contract shall cease and terminate. The liability of the awarded proposer and/or his surety for any and all such violation(s) shall not be affected by any such termination.

33. Emergency/Supplement Services

Should any awarded contractor be unable to provide all the services and/or commodities required upon notification, the University reserves the right to obtain/purchase any service and/or commodity on a local basis from another source if the service and/or commodity is considered to be of an urgent and/or emergency need or if the awarded contractor cannot provide service or delivery or supply said service and/or commodity within a reasonable time to meet the situation time constraints.

Note: This provision shall not be used to circumvent the intent of the negotiated contract.

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The awarded proposer shall provide a toll free telephone number for the University's use.

35. Location

For proposal purposes, work shall be performed on the University of South Florida, Tampa Campus. Advanced notice of the following month's generator PMs, once coordinated with users shall be provided to the awarded contractor with specifics of the maintenance approach for each scheduled generator (1st or 2nd year schedule).

36. Warranty

The awarded contractor fully warrants all items delivered and/or installed as a part of this ITN as follows:

- A. Warrants all work inclusive of repairs against defects in materials and workmanship;
- B. Warrants that all equipment and related supplies furnished are new, first quality products meeting original equipment manufacturer (OEM) specifications; and,
- C. Shall furnish a warranty against defect in materials and/or workmanship for a period of one (1) year from the date of final acceptance by the University.

Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the awarded contractor shall repair or replace same at no cost to the University immediately upon written notice from the Director of Purchasing Services. The awarded contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the contractor (i.e., misuse or neglect by the University, acts of God, fires, floods and hurricanes).

Proposals submitted by other than the equipment manufacturer shall be inclusive of a certification executed by the manufacturer stating that the proposer and/or contractor is an authorized dealer/representative of the manufacturer. A "dealer" agreement shall not be accepted in lieu of manufacturer certification. Proposals requiring manufacturer certification will not be considered if certification is not submitted with the proposal response.

37. Guarantee and Testing

The Contractor shall:

- A. Start, test, adjust and insure all generators are in satisfactory operating condition.
- B. Furnish a letter addressed to the University advising that all parts per maintenance schedule, have been installed in accordance with the plans and specifications and are in proper operating condition.
- C. Provide the University with a written guarantee covering all defects in workmanship or materials for a period of one (1) year from the date of maintenance performed per specified unit.
- D. Be responsible for repairing, without cost to the University, any defects appearing within this one (1) year period.
- E. Perform all testing in the presence of the University Representative/Architect/Engineer.

38. Owner's Rights Reserved

The University reserves the right to make inspections and tests, when deemed advisable, to ascertain that requirements of the contract are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the University may immediately demand that the contractor comply with the Invitation to Negotiate to meet these requirements. If the contractor fails to comply with such demands within two (2) calendar days, the University shall serve written notice to the contractor stating the reason(s) for intention to terminate the contract. If, within two (2) calendar days after serving such notice upon the contractor, such violation(s) have neither ceased nor have satisfactory corrections been made, the contract shall, upon expiration of said two (2) days, cease and terminate. The liability of such contractor and/or his surety for any and all such violation(s) shall not be affected by any such termination. Should termination occur, contractor will be held in default.

In accordance with Section 287, Florida Statutes, the University reserves the right of unilateral cancellation for refusal by the contractor to

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allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the contractor in conjunction with this project.

39. Indemnification

The awarded contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the State of Florida, the University of South Florida Board of Trustees, State Board of Governors, the University of South Florida and their officers, employees and agents, and the University's Architect/Engineer Consultant from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, 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 conferees, officers, employees, agents and sub-contractors in connection with this ITN.

40. Contractor's Acceptance of Generators As They Now Exist

The awarded contractor:

- A. Agrees that by his/her own inspection and by submitting a proposal, he/she will accept "As Is" all University generators covered by this contract.
- B. Agrees to accept any and all generators added to this contract upon his/her own inspection of same.
- C. Shall provide in his/her proposal a unit cost to maintain each generator listed herein. This firm cost will be the total amount necessary to guarantee that all generators listed herein will operate as designed by the original equipment manufacturer (OEM).

41. Insurance

- A. The Vendor shall not commence any work in connection with this contract until obtaining, at a minimum, all of the following types of insurance 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 insured.
- B. The Vendor must secure and maintain, during the life of this agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is sublet, the Vendor 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	\$	500,000
	Each aggregate	\$	1,000,000
2.	Property Damage		
	Each occurrence	\$	1,000,000
3.	Business Auto Liability Insurance		
	Combined Single limit	\$	500,000
4.	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.

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- E. Sub-Contractor's Liability Insurance: The Vendor shall require each of the sub-contractors to secure and maintain during the life of this sub-contract, insurance of the type and in the amounts specified above or shall so insure the activities of his sub-contractors in his policy.
- F. Owner's and Vendor's Protective Liability Insurance: The Vendor shall secure and furnish an Owner's Contractors Protective Liability Insurance Policy with the following minimum limits:
- | | | |
|----|-----------------|-----------|
| 1. | Each occurrence | \$500,000 |
|----|-----------------|-----------|
- G. Explosion, Collapse, Underground Damage: The Vendor's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
- H. The vendor shall indemnify and hold harmless the University of South Florida Board of Trustees, State Board of Governors and the State of Florida employees from and against any losses, claims, demands, payments, suits, action recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the Vendor, the Vendor's agent, or employee in the execution of the work or in consequence of any negligence or carelessness in guarding the same.
- J. Certificate of Insurance: Certificate of Insurance forms will be furnished by the Vendor with contract documents. These shall be completed and signed by the authorized Resident Agent and returned to the Office of Purchasing and Property Services. This certificate must be dated and show:
- (1) The name of the insured contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
 - (2) A statement that the Insurer will mail notice to the University with a copy to the Architect/Engineer at least thirty (30) days prior to any material changes in provisions or cancellation of the policy except (10) days for non-payment of premium.

42. Bid Bond

Bid Bond will NOT be required

43. Performance/Payment Bond

Performance/Payment Bond will NOT be required.

44. Materials and Equipment

A. Contractor shall:

1. Guarantee that all equipment and materials furnished are new, first quality products meeting original equipment manufacturer (OEM) specifications, but are not required to be furnished by OEM specifically specified herein.
2. Furnish **Annual** and **Bi-annual** scheduled material items necessary to complete the maintenance schedule in a satisfactory workmanlike manner.

Such material items shall be of the type normally used for this type of maintenance, except as specifically called for otherwise. Failure of Contractor to supply approved material items will be sufficient cause for holding the contractor in default and may trigger the University's right to terminate said contract.

- B. Items and materials that are to be incorporated into any generator in a permanent fashion shall first be reviewed with the University Representative/ Architect/Engineer via shop drawings and product data submitted by the Contractor to insure all needed materials are on hand to complete the generator PM scope of work during the approved scheduled access window.
- C. All items and materials referenced herein shall be on hand to complete the service task insuring the completion of the generator scope of work during the approved scheduled access window.

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The Contractor, where applicable, shall familiarize himself/herself and comply with all Federal, State, County, and Local laws, ordinances, rules and regulations that in any manner affect the work herein. Ignorance on the part of the Contractor will in no way relieve Contractor from his/her responsibility. Further, all work shall conform to all applicable laws and ordinances and to regulations of the local utility companies. Specifically, the work shall be in accordance with the latest adopted edition of, but not limited to, the following:

- A. National Bureau of Fire Underwriters
- B. National Electrical Code, NFPA 70
- C. National Fire Protection Association
- D. Standard Building Code
- E. Standard Gas Code
- F. Standard Mechanical Code
- G. Standard Roofing Code
- H. American National Standard Institute for Handicapped
- I. Americans with Disabilities Act Accessibility Guidelines (ADA-AG)
- J. State of Florida Electrical Code, Section 553.15 through 553.23, Florida Statutes
- K. State of Florida Roofing Code, Section 553.06, Florida Statutes
- L. State Fire Marshall's Fire Protection Rules and Regulations
- M. State of Florida, Department of Health and Rehabilitative Services, Division of Health, Rules
- N. State of Florida, Department of Environmental Regulation Rules
- O. Life Safety Code - NFPA 101
- P. Department of Community Affairs' Accessibility Requirements Manual
- Q. Occupation Safety and Health Administration
- R. Rules of the Area Water Management District

46. USF Building Code Administration Program

The awarded contractors are solely responsible for knowing the University's requirements and ensuring full compliance with the USF Policy 6-019, USF Building Code Administration Program prior to beginning any maintenance. The University's Representative for the Building Code Program is Mr. Roy Clark, telephone number (813) 974-0893. Please contact Mr. Clark for a copy of the University's policies and procedures.

47. Parking

The awarded contractor shall ensure that all vehicles parked on campus for purposes relating to the work resulting from the award of this ITN shall have proper parking permits. This includes all personal vehicles of the individuals working on the project and all marked or unmarked company vehicles which will be on any USF campus for an extended period of time (more than three days at a time or on a recurring basis). Annual, semester, monthly, weekly, or daily permits are available from Parking and Transportation Services for a price. Drivers of personal vehicles and company vehicles will be expected to observe all parking rules and regulations. Failure to obtain permits and properly display them could result in tickets and/or towing at the company's or individual's expense. For additional parking information, call 813/974-3990, or access website: <http://www.usf.edu/administrative-services/parking/>.

48. Barricades

The awarded contractor shall provide all barricades and take all necessary precautions to protect buildings (interior and exterior finishes), equipment, personnel, designated trees and shrubbery, where applicable. Protective barricades for pedestrian safety shall be "handicapped" safe and may be in the form of a reusable safety fence made of two (2") inch square flexible high density green polyethylene mesh or approved equal. Barricades for trees and shrubbery, where applicable, shall be of 2" X 4" wood construction placed at the drip line. The awarded contractor shall complete all work in every respect, accomplish such work in a workmanlike manner, and provide for removal of all barricade devices from University property at the completion of the project.

49. Sub-Contractors and Material Suppliers

Each prospective contractor shall list, on the ITN proposal page, all proposed sub-contractors and material suppliers intended for scheduled maintenance. No changes to this list shall be made without the express written consent of the USF - Purchasing Services. Any request for changes shall be made in writing, to the USF - Purchasing Services, SVC 1073, 4202 East Fowler Avenue, Tampa, Florida 33620-7500, clearly stating the reasons for the change. The University reserves the exclusive right to either approve or reject such request for change. Contractor agrees that the University's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is

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solely responsible to the University of South Florida for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers by the University or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. **Failure to comply with the above may result in termination of this contract.**

The awarded contractor shall be fully responsible for all acts and omissions of its sub-contractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the awarded contractor. Nothing in the Invitation to Negotiate documents shall create any contractual relationship between any sub-contractor and the University or any obligation on the part of the University to pay or to see to the payment of any monies due any sub-contractor, except as may otherwise be required by law. The University may furnish to any sub-contractor, to the extent practicable, evidence of amounts paid to the awarded contractor for specific work done.

The awarded contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Invitation to Negotiate documents, including but not limited to General Conditions and Special Conditions, for the benefit of the University.

All work performed for the awarded contractor by a sub-contractor shall be pursuant to an appropriate written agreement between the awarded contractor and the sub-contractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the University as trustee. The awarded contractor shall pay each sub-contractor an appropriate amount, determined by the value of the work, of any insurance monies received by the awarded contractor under this insurance.

The University shall be an intended beneficiary on the written agreements between the awarded contractor and its sub-contractors.

50. Supervisors

The awarded contractor shall:

- A. Present to the University Representative at the proposal /visual inspection conference a notarized list of proposed supervisors, project foremen, or superintendents for the scheduled maintenance. Changes may be made, as needed, to this list throughout the term of maintenance. Any changes made by the awarded contractor shall result in a **revised** certified list being presented to the University's Representative prior to any payment request. **Failure to comply with the above may result in a delay in the processing of your payment request.**
- B. Have a competent supervisor on the site when any work is being performed. No work shall be done unless a project foreman, superintendent or competent supervisor is on the site for all sub-trades, including, but not limited to, mechanical, electrical, or Roofing.

51. Contractor Guarantees and Assurances

- A. The awarded contractor(s) acknowledges and understands that the work is being performed on public property owned by the University of South Florida which may at various times during the completion of the work be occupied by students, faculty, staff and general public. Accordingly, in order to secure the property, and otherwise comply with applicable law, the contractor(s) agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this contract.
- B. The awarded contractor(s) shall guarantee, but not be limited to, that all work performed under this contract shall:
 1. Be done in complete compliance with all OSHA regulations;
 2. Conform to the University Design and Building Standards;
 3. Be done in a neat and workmanlike manner.
- C. The awarded contractor(s) shall provide all generator maintenance related personnel **Photo Badge Identification** and/or **uniform with company and employee names** easily identifiable. Photo Badge Identification **shall** be worn in plain sight at all time.
- D. The awarded contractor(s) shall ensure his/her employees and/or any sub-contractors are in compliance with the following while assigned to any scheduled maintenance work:
 1. That uniforms and/or dress codes shall be inclusive of, but not limited to, neat and clean company uniforms that are appropriately and easily identifiable and accompanied with clearly visible identification badges while on any USF campus.

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2. That under no circumstances shall any worker show up for work on any project wearing cut-off pants, torn shirts, tank tops, sliced-up jeans, and/or any other obscene and/or offensive motif clothing.
3. That violate the Physical Plant's Uniform codes (see Item A and B above) of dress in the opinion of the University's Representative(s) shall be immediately removed from the University's property and shall not be allowed to report back to work unless dressed appropriately.
4. Shall not converse with students and/or faculty.
5. **Shall refrain from profanity, obscene gestures, catcalls, whistles, or any other inappropriate behavior** toward any other person while on USF property.
6. **Profanity of any type (verbal and/or obscene gestures) is strictly forbidden and will be grounds for contract cancellation.**
7. That violate the basic code of conduct shall be immediately removed from the University's property and shall not be allowed to report back to work unless conduct is appropriate.
8. Shall arrive at work drug-free and sober and are advised that consumption of alcoholic beverages **and/or any other drugs** is strictly forbidden during working hours, whether consumed on or off USF property.
9. Speak and understand instructions given in English.
10. That all work is performed in a neat and workmanlike manner.
11. Have all the tools, equipment, ladders, and etc. necessary to perform the work specified herein.
12. Per USF Policy 0-608 SM, section II, page 1, "USFSM is a tobacco and smoke free campus. Tobacco use, distribution, for sale, including, but not limited to, smoking and chewing is prohibited."

- E. The awarded contractor(s) ***shall*** provide the University Police Department and the University's Contact with a list of the names and telephone numbers (inclusive of beepers and pages and cell phones) of supervisors at the site.
- F. The awarded contractor(s) ***shall*** provide both police background checks and fingerprinting on each and every employee or potential employee who will perform any work as stipulated under this contract. This is to ensure that the personnel hired is not a wanted criminal, is not listed as a sexual offenders and does not represent a threat to the safety and security of the University's students, personnel and/or property.
- G. The awarded contractor(s) who employ WORK RELEASE employees shall notify the University Police Department of such practice and provide the names of all persons employed under the Work Release Program.

52. Conference

After the award, a conference will be scheduled between the University Representative(s) and the Contractor and/or his designated superintendent. This conference shall be a forum for addressing the following issues among others:

- A. Contract administrative requirements;
- B. Channels and procedures for communication;
- C. Processing of Bulletins, Field Decisions, and Change Orders;
- D. Rules and regulations governing performance of work;
- E. Procedures for safety and first aid, security, quality control, clean-up, housekeeping and other related matters;
- F. Expectations of the Contractor;
- G. Contractor's submittal of:
 1. A notarized list of sub-contractors proposed for the scheduled maintenance;
 2. A list of proposed supervisors, project foremen, or superintendents;
 3. The Schedule of Values (where applicable); and,
 4. Shop drawings.
- H. Clarifying additional questions concerning the project.

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From the time the awarded contractor commences and until final acceptance by the University of **any** work specified on the Invitation to Negotiate, awarded contractor is required to initiate and maintain measures which shall be proper and adequate to protect the building (inclusive of roof), its contents and any surrounding areas against damage by the elements.

Further, the awarded contractor shall at all times guard against damage or loss to the property of the University or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.

54. Clean Up

The awarded contractor shall be responsible for and ensure that:

- A. All work is properly protected.
- B. All rubbish and/or debris is promptly removed and lawfully disposed of off University property.
- C. All exposed work and/or fixtures are carefully cleaned prior to final acceptance.

Do not use the campus receptacles.

55. Correction of Work

The Contractor(s) shall promptly correct work rejected by the University Representative/Architect/Engineer for failure to conform to the requirements of the contract documents, whether observed before or after substantial completion and whether fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected work, including additional testing and inspections and compensation for the University Representative/Architect/Engineer's services and expenses made necessary thereby. **Such cost shall be deducted directly from the vendor's invoice prior to payment being made.** The Contractor(s) shall commence correction of the work within two (2) calendar days after the date of the written notice from the University Representative/Architect/Engineer.

56. Invoicing and Payment

The University requires that all service contract payments be made as post payments. Therefore, all payments for services rendered will be made on a monthly basis. Payments shall be made to vendor based on **monthly invoices submitted no later than the 20th day of each month.** **All invoices shall cover all services rendered by the vendor during the immediate preceding month.** **Failure by vendor to invoice for all services rendered in the immediate preceding month shall result in the forfeiture of all rights to payment for said services not invoiced.** Invoice(s) for the amount of the value of item(s) received and accepted may be submitted for payment with supporting documents, if required. An invoice shall be considered properly submitted if it:

1. Is set-up exactly, item-for-item, like the Invitation to Negotiate Proposal page herein;
2. Is in the form of an "invoice" with company name, address, and logo, where applicable.
3. Cites both the ITN number and the purchase order number.
4. Is in detail clearly sufficient for a proper pre-audit and post-audit (i.e., identifying the items purchased by ITN item number, generator worked on, item description, quantity, amount, etc.).

The State of Florida does not pay Federal Excise and Sales taxes on direct tangible personal property. Exemption numbers are as follows:

Federal Exemption No. 59-73-0209K
Sales Tax Exemption No. 85-8014988828C-5

Timely Payment Problems: All Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendors' payment within forty (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. If the payment is not made within said forty (40) days, a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to University, providing

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said request is received by University no later than forty (40) days from the date shown on the University's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.

Vendors shall submit detailed invoices sufficient for a proper pre-audit and post-audit thereof. Each invoice must clearly identify the USF purchase order number, services, portion of services, and expenses for which compensation is sought. The University reserves the right to return any invoice that does not comply with this requirement. Payment will be tendered only for services or the portion of services completed prior to the submission of the invoice, or for expenses incurred prior to such submission. The University shall determine the accuracy of all invoices. Invoices that have to be returned to the Vendor because of Vendor preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is provided to the University.

Vendor may request partial payment in the full amount of the value of service received and accepted by submitting a properly executed invoice, with supporting documents, when required by University. 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. Written inquiries can be addressed to: USF Account Payables, 4202 E. Fowler Avenue, ADM 147, Tampa, Florida 33620.

57. Scheduled Maintenance Meetings

Scheduled maintenance meetings may be held at the site, or as directed by the University Representative/Architect/Engineer **to coincide with the proposed pay request**, at which time work in progress/work completed status will be reviewed.

58. Interpretation of ITN Documents/Written Addenda

No interpretation of the meaning of the drawings, specifications, or other ITN documents, and no correction of any apparent ambiguity, inconsistency or error therein will be made to any respondent entity orally. Any request for such interpretation or correction should be in writing, addressed and delivered to Purchasing & Property Services.

In case the University finds it expedient to supplement, modify or interpret any portion of the ITN documents prior to the ITN opening date, such procedure will be accomplished by the issuance of written addenda to the Invitation to Negotiate which will be delivered or mailed to all prospective respondents at the address furnished for such purpose. Failure to return any or all addenda may be sufficient cause for disqualification of your ITN response/proposal.

Please Note: Any vendors who received this proposal/negotiation from the Department of Purchasing Services or vendors who have downloaded this proposal/negotiation from the USF Purchasing web site <http://www.usf.edu/business-finance/purchasing/public-bids/index.aspx>, are solely responsible to check the Web forty-eight (48) hours before the closing time of this proposal/negotiation to verify that they have downloaded any and all addenda that may have been issued for this proposal or negotiation.

59. Notice to Vendors

The University shall not accept nor be responsible for payment of invoices for commodities, goods, contractual services, licenses or leases of space **without** an official University purchase order number printed on the vendor's invoice. Vendors should not accept any order from the University **without** an official University purchase order or the use of an official University Procurement Card.

60. Disposition of ITN Responses

All ITN solicitation responses become the property of the University of South Florida (hereinafter known as USF), and USF shall have the right to use all ideas, and/or adaptations of those ideas, contained in any solicitation response received in response to this competitive solicitation. Any parts of the solicitation response, and any other materials(s) submitted to USF with the solicitation will become a public document pursuant to Section 119.07, F.S., This includes material that the responding proposer might consider to be confidential or a trade secret. USF's selection or rejection of a solicitation response will not affect this exemption.

61. Terms and Conditions

No additional terms and/or condition included with the ITN response shall be evaluated or considered. All such additional terms and/or conditions shall have no force and/or effect and are inapplicable to this ITN. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letter, specifications, literature, price estimates and/or warranties, it is understood and agreed that the general and special conditions in this ITN solicitation are the only conditions applicable to this ITN and the proposer's authorized signature affixed to the proposer's ITN cover page attests to your acknowledgement and agreement to this.

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Except with regard to a party's obligation to make payment(s) due under Paragraph 4, 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 was caused by Force Majeure. For the purposes of this paragraph, "Force Majeure" means any causes beyond either party's reasonable control and shall include, but not be 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 Force Majeure, 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. The party whose performance is prevented by Force Majeure must provide notice to the University. Initial notice may be given via e-mail, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible.

63. W-9 Form

The USF substitute W-9 will be required by the awarded vendor. Said forms are available via our USF website <http://www.usf.edu/business-finance/purchasing/staff-procedures/purchasing/pur-forms.aspx>.

64. Unauthorized Aliens

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

65. Access to Records

The University of South Florida, the Federal Sponsoring Agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the successful proposer's which are pertinent to the purchases resulting from this Invitation to Negotiate for the purpose of making audits, examinations, excerpts and transcriptions.

66. 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.

67. Contract Work Hours and Safety Standards Act

The awarded proposer, where applicable, shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Acts (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (20 CFR. Part 5).

68. Clean Air Act and Federal Water Act

The awarded respondent(s), where applicable, shall guarantee that all products purchased as a result of this ITN/proposal comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.).

69. Occupational Safety Hazards Act Requirements

Proposer certifies:

- A. That all material, equipment, etc., contained in this ITN meets or exceeds all Occupational Safety Hazards Act (OSHA) requirements;
- B. That, if he/she is the successful awarded contractor, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with the aforementioned requirements shall be borne by the contractor.

Failure of the contractor to bring any and all material, equipment, etc., contained in a particular ITN, in conformity with all OSHA requirements, shall constitute default under this agreement.

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Any contract resulting from this ITN will become a public document. The University of South Florida may distribute any contract pricing and product information to eligible users and other interested entities who may wish to review the USF Purchasing & Property Services Home Page.

71. Cover Sheet

The Invitation to Negotiate Acknowledgment form and all related pages are a legal document and cannot be altered by the proposer in any way. Any alteration done by a proposer may disqualify the ITN, and the response may be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented with written addenda to the ITN issued by Purchasing Services.

72. Campus Office Directories, Parking, Maps/Directions, Site Map

A campus office directory, visitor parking information, maps/directions, and a USF site map can be accessed from the following websites:

Campus Office Directory: <http://directory.acomp.usf.edu/?logo=1>
Contact Us Page <http://www.usf.edu/business-finance/purchasing/contact-us/index.aspx>

Visitor's Page - Parking: <http://www.usf.edu/administrative-services/parking/parking/visitor-parking.aspx>
Maps & Directions Tampa Campus: <http://www.usf.edu/about-usf/visit-usf.aspx>
USF Site Map Page: <http://www.usf.edu/About-usf/site-map.aspx>

NOTE: Only department sections are listed.

73. Public Records

Sealed responses of this ITN received by an agency pursuant to Invitations to Negotiate are exempt from the provisions of the Florida Statute Chapter 119 until such time as the agency provides notice of a decision or intended decision pursuant or within thirty (30) days after the ITN opening, whichever is earlier per Florida Statute Chapter 119.071(1)(b)2.

74. Conflict of Interest

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

75. Owner's Rights Reserved

In accordance with University procedures, the University reserves the right of unilateral cancellation for refusal by the contractor 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 contractor in conjunction with this project.

76. Taxes

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

77. Licenses

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

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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 subcontractor 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.

79. 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.

80. Purchases By Others

With the consent and agreement of the successful vendor(s), purchases may be made under this ITN by the University of South Florida Direct Support Organization, affiliated entities, by other State universities, community colleges, district school boards, other education institutions, and by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation.

81. 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 supplies by the vendor.

82. Posting of ITN Tabulations

ITN tabulations with recommended award(s), if any, will be posted for review by interested parties in the display case outside University of South Florida – Tampa Campus, Purchasing & Property Services, 4202 E. Fowler Avenue SVC 1073, Tampa, Florida 33620-9000. The tabulation will remain posted for a period of seventy-two (72) hours (three (3) business days). Proposal evaluation will also be posted on the University's web site at <http://www.usf.edu/business-finance/purchasing/public-bids/awards-2015-2016.aspx>.

A. Protest must be filed in accordance with BOG regulation 18.002:

1. Any qualified offeror who is adversely affected by the University's decision may file a written "Notice of Intent" to protest within seventy-two (72) hours after the University's posting of the ITN award or intent to award notice. The protesting firm must reduce its complaint to a written petition and file it with the President with ten (10) calendar days from the registration of the original complaint. If the competitive solicitation documents require the posting of a bond with the protest, the bond shall be included with the protest. The University of South Florida shall not extend or waive this time requirement for any reason whatsoever.
2. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings. The University of South Florida shall not extend or waive this time requirement for any reason whatsoever.

B. Any person and/or entity who files an action protesting a decision or intended decision pertaining to a competitive solicitation shall, at the time of filing of the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the entity filing the protest action. In lieu of a bond, the University may accept a cashier's check or money order in the amount of the bond. Failure of the protesting entity to file the required bond, cashier's check, bank official check or money order at the time of filing the formal protest shall result in the denial of the protest.

C. Upon receipt of the formal written petition filed in accordance with the BOG regulation 18.002, the President or designee shall delay the execution of the contract until the protest is resolved by mutual agreement between the parties or by final Presidential action, unless the President shall make a finding and declares that such delay would cause serious danger to the public health, safety or welfare.

D. Petitions involving disputed issues of material fact shall be referred for a quasi-judicial hearing. The President shall designate an administrative law judge to conduct a hearing in accordance with University procedures. At the conclusion of the hearing, the

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administrative law judge shall submit a written recommended order to the President. The President shall then issue a preliminary order for final action and notify the firm of such order. The primary order of the President shall be final, unless the firm under consideration takes exception to such order; in which event, it may file with the President such exceptions within twenty-one (21) days of receipt of notice of the preliminary order. At the end of the period file filing exceptions, the President will review the preliminary order and any exceptions that have been filed, and will render the final order. The decision of the President is final. Appellate review of the final order shall be in accordance with the requirements of Rule 9.190(b)(3), Florida Rules of Appellate Procedure.

83. ITN Tabulation

ITN results may be obtained from the University's web-site at <http://www.usf.edu/business-finance/purchasing/public-bids/awards-2015-2016.aspx> or by submitting an email request to higginsy@usf.edu.

84. Invitation to Negotiate Form

All proposals must be submitted on State of Florida, Invitation to Negotiate, Acknowledgment form in order to be considered for an award of the ITN. The form must be properly completed, in ink or typewritten, signed by the proposer and returned with the ITN in a sealed envelope. Proposer is responsible for clearly marking the outside of the sealed envelope with the Invitation to Negotiate number and the opening date of the ITN.

85. ITN Information

Information for all upcoming Requests for Proposal and Invitations to Negotiate may be viewed on the World Wide Web <http://www.usf.edu/business-finance/purchasing/public-bids/index.aspx>. All Proposals and Negotiations will remain on the web site until their opening date.

PLEASE NOTE: Any vendors who received this proposal/negotiation from the Department of Purchasing and Property Services or proposers who have downloaded this proposal/negotiation from the World Wide Web <http://www.usf.edu/business-finance/purchasing/public-bids/index.aspx>, are solely responsible to check the Web forty-eight (48) hours before the closing time of this proposal/negotiation to verify that they have downloaded any and all addenda that may have been issued for this proposal or negotiation.

86. Equal Opportunity Statement

The University of South Florida believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination because of race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a vendor under this agreement, the proposer 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 proposer expects to receive \$25,000 in revenues during the first twelve (12) months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the ITN. Sample certificate attached.
- C. If the proposer expects to receive \$60,000 in revenues during the first twelve (12) months of this agreement and employs more than fifty (50) people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the proposer expects to receive \$60,000 in revenues during the first twelve (12) months and employs more than fifty (50) people, a written program for affirmative action compliance must be maintained by the proposer, subject to review upon request by the user agencies of this agreement.

87. 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 proposals on a contract to provide any goods or services to 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 public entities, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact any business with any public entity in excess of the threshold amount of Section 4-4.02030(1), University of South Florida for a period of thirty-six (36) months from the date of being placed on the "Convicted Vendor List".

Annual Generator Preventive Maintenance88. Federal Debarment

By signing this 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)

89. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit an ITN on a contract to provide goods or services to a public entity, may not submit an ITN 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 or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

90. Agreement for Contractual Services

This Invitation to Negotiate package complies, in full, with USF Regulation USF4.02060 (1)-(9), "Contracts" and shall serve as a viable part of the Agreement for Contractual Services which shall be executed with the successful proposer. Copy of Agreement for Contractual Services is enclosed herein.

NOTICE TO CONTRACTORS: USF shall consider the employment, by any contractor, of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.

91. 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 contractor 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.

92. Governing Law/Court Venue

This document is governed by the law of the State of Florida and USF Regulation USF4.02060. Any provisions in this Agreement in conflict with such laws and rules shall be void and of no effect. The University is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation. Vendor submits to the personal jurisdiction of the State of Florida. Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate court in and for Hillsborough County, State of Florida. The laws of the State of Florida shall govern this transaction.

93. 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.

94. Conflict of Interest

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

95. Americans with Disabilities Act

The vendor awarded this 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/Request for Proposal, please notify Purchasing Department at (813) 974-2481 at least 5 working days prior to the scheduled event.

Annual Generator Preventive Maintenance96. 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.

97. Purchasing Card Program

The University of South Florida has implemented the State of Florida purchasing card program through Bank of America, using the Visa network. Vendors may receive payment from the purchasing card in the same manner as other Visa purchasers. Please indicate your ability to accept Visa in the space provided on the ITN Proposal.

98. Contact Person

Any questions concerning this Invitation to Negotiate should be directed to Muhammed Higgins, Purchasing Specialist via e-mail at higginsy@usf.edu.

99. 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.

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 ITN proposal.

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

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 Supplier Diversity Manager mahernandez@usf.edu by e-mail to be utilized for the University's Annual subcontractor reporting to the State of Florida, Department of Management Services, Office of Supplier Diversity. Subcontractor Reports should be provided by the Prime Contractor on a quarterly basis by the 7th of the month in January, April, July & October by email.

The Quarterly Reporting Requirements for Prime Contractors Form to submit the use of subcontractor's quarterly spend data is located here: <http://www.usf.edu/business-finance/purchasing/staff-procedures/purchasing/pur-forms.aspx>.

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

Certified MBE's

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 Disable Veteran (certified)

Non-Certified MBEs

NON-CMBE, MV-N, African-American
 NON-CMBE, MV-O, Hispanic American
 NON-CMBE, MV-P, Asian-Hawaiian
 NON-CMBE, MV-Q, Native American
 NON-CMBE, MV-R, American Woman

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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, is it certified by the State of Florida [Office of Supplier Diversity \(OSD\)](#)?

YES NO

Annual Generator Preventive MaintenanceSection III: ITN Technical Specifications1. Purpose

The purpose of this contract is to establish a contract for "Annual generator preventive maintenance and Other Related Services" for the University of South Florida as described in this ITN Tampa Campus, inclusive of, but not limited to, the Main Campus, Health Science Center, Louis de la Parta Florida Mental Health Institute, College of Public Health, Phyllis Marshall Center, Auxiliary Services and Parking Services. One award is to be made for Annual Generator Preventive Maintenance. Award will be made as stated herein to the responsive and responsible generator contractors meeting all ITN terms, criteria, conditions and specifications herein.

2. Visual Inspection

A visual inspection is mandatory. It is the contractor's sole responsibility to visit the job site and inspect each generator to establish to his/her satisfaction regarding the condition of the generator to be maintained and any other conditions affecting the work to be performed. This equipment is offered in an "As Is" condition. No claim shall be allowed for correction of deficiencies claimed to exist prior to award of contract.

Visual inspections shall be performed after the pre-ITN conference scheduled on June 23, 2016, promptly at 2:00 P.M.. There will be an additional day for visual inspections to be held the following day on June 24, 2016. (Note: per item 2 of the Section III Technical Specifications, vendors are responsible for inspecting all generators). The visual inspections will be conducted on 2 separate days (June 23, 2016 and June 24, 2016 with the university providing golf carts and drivers for travel to each site.

A. Contact: Muhammed Higgins telephone number (813)974-4977, or email, higginsy@usf.edu

3. General

The following fully describes the contract deliverables in accordance with Section 287.058(1)(d), Florida Statutes. The work under this section is subject to those provisions of the General and Special Conditions which in any way affect the work herein specified. These specifications establish the minimum requirements for a full maintenance program; which shall be contracted for by the University with an approved contractor.

A. Work Hours

1. Regular work hours are from 8:00 A.M. to 5:00 P.M., Monday through Friday, forty (40) hours per week, fifty-two (52) weeks per year. At no additional cost to the University, labor rates shall be inclusive of the following:
 - a. Use of all general hand tools necessary to complete each project;
 - b. Use of all related equipment and/or tools necessary to complete each project (i.e., trucks, golf carts, fuel, ladders, lightning, life safety equipment, etc.);
 - c. Office overhead expenses (i.e., all insurance costs; all typing - reports, invoices, estimates, etc.; facsimiles; copies; all telephone type costs inclusive of cellular telephones; computer time; etc.);
 - d. All transportation costs of personnel and equipment when at any University project site;
 - e. Transportation to and from each University project sites; and,
 - f. Travel time each way for all applicable workers including vehicle and fuel use inclusive of on-site travel between University project sites.
2. Overtime hours shall be inclusive of any travel time; is defined as follows; and requires approval by the University Representative or the Purchasing Coordinator.
 - a. After 5:00 P.M. on weekdays, excluding recognized state holidays;
 - b. On weekends (Friday at 5:01 P.M. though Monday at 7:59 A.M.);
 - c. On recognized state holidays as defined in Section 110-118, Florida Statutes [i.e., New Year's Day; Martin Luther King, Jr. Birthday; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving day; and Christmas Day].
3. All work shall be performed according to the maintenance schedule per unit. The number of hours listed on the ITN Proposal is estimated only for negotiating purposes. The following billing rates shall be set forth in the ITN document:

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Regular Working Hrs.	X	\$_____ Per Hr. (One (1) Mechanic)
Regular Working Hrs.	X	\$_____ Per Hr. (Mechanic Helper)
Overtime Working Hrs.*	X	\$_____ Per Hr. (One (1) Mechanic)
Overtime Working Hrs.*	X	\$_____ Per Hr. (Mechanic Helper)
State Paid Holidays	X	\$_____ Per Hr. (One (1) Mechanic)
State Paid Holidays	X	\$_____ Per Hr. (Mechanic Helper)

*After regular working hours and/or weekends, excluding recognized state holidays.

B. Wiring Diagrams

Contractor shall provide to the University a set of reproducible wiring diagrams covering all changes, modifications, etc., which take place during the contract term. These reproducible wiring diagrams are to be furnished to the University at no additional cost immediately following modifications.

C. Performance Conferences and Reports

At the end of each ninety (90) calendar day period the Contractor shall meet with the University's representative to review performance and scheduled maintenance contemplated during the next ninety (90) calendar days period. The Contractor shall submit written performance reports on forms provided by the University at the end of each six (6) month period.

D. Checking In and Out and Communications

The Contractor's personnel shall report to: Physical Plant – Main Campus, Greg See, per maintenance schedule at a mutually agreed time and place prior to commencing work and check out after completing the work. This requirement applies to regular maintenance, repairs and callbacks. At time of check-in, the University shall provide Contractor's personnel with a list of any reported problems requiring the Contractor's attention. The Contractor shall provide two (2) way radios for on-campus personnel operating on the University's radio frequency.

The contractor shall have available and furnish a back-up technician at any time should the regular assigned technician fail for any reason to show up for work at the University.

E. On-Campus Transportation

The Contractor shall provide a four-wheeled "Golf Cart" or similar type utility vehicle with its own charging device for on-campus use by his/her personnel that in compliance with University Golf Cart Procedures. This vehicle is to be used on campus by the contractor personnel to answer calls and perform routine maintenance. All campus traffic and parking rules and regulations will apply to the vehicle and its operator.

F. On-Campus Parking

In accordance with Special Condition No. 48, page 18, "Parking", The Contractor(s) shall purchase its own parking permits for their employees as needed.

G. Time Sheets

Each time a generator is serviced, inspected, repaired, etc., whether emergency or regular, a report on an approved form shall be submitted to Physical Plant's representative within twenty-four (24) hours following the service work. Nights, holidays, and weekend's service reports are to be submitted the next regular work day. The time sheet or ticket shall include the date the work was performed, a description of the work performed, generator number the work was performed on, along with the building name and number. Acceptance of work is subject to approval by the assigned Physical Plant representative. Signing of daily work reports is not considered approval.

Annual Generator Preventive MaintenanceH. Addition or deletion of generator units

The University of South Florida reserves the following rights if deemed to be in the University best interest:

1. To add units, as needed, during the contract period. The unit cost will be negotiated comparable to like units [design, KW rating, type, manufacturer, etc.] as listed herein.
2. To delete units, as needed, during the contract period. If any unit is deleted, then the price as then in effect on said individual unit will be prorated over the remainder of the contract term, and so subtracted from the contractual amount due under this contract.
3. To re-add units that may have been deleted [i.e., renovation, , repairs, etc.] at a renegotiated rate for the monthly cost.

4. Scope of Maintenance**This Invitation to Negotiate covers preventative maintenance annually or bi-annually for all applicable generators listed:**

- (1) Contractor to provide pricing on all generators listed below. Include pricing for both a **(One)** year service scope and a **(Two)** year service scope on each unit as outlined below.
- (2) It will be the responsibility of the awarded contractor to verify the accuracy of the information (IE: model and serial numbers) to purchase required parts and accessories to complete the PM scope.
- (3) Included in the quote provide hours required to complete each generator scopes on all units for planning and user notification purposes.
- (4) USF will provide the initial two month schedule during the visual inspection.
- (5) Successive schedules will be submitted by USF two months prior to the work month.
- (6) Contractor must have all materials and labor available to meet the USF Monthly work schedule or the contractor will provide after hour's labor at no cost to USF.
- (7) High priority generators scheduled for weekend work require a high level of planning and community organization it is imperative contractors meet the monthly USF schedule or will provide a temporary generator and all necessary hookup and disconnect to the building to complete the work during normal hours.
- (8) Contractor is responsible for removal and proper disposal of all used parts and fluids at completion of each generator.
- (9) Generators that are to be scheduled afterhours or on weekends are identified below in **Red**.
- (10) Generators that are to be scheduled and priced during normal hours are in **Black**.
- (11) Installation of university supplied batteries as needed.
- (12) ITN are to be delivered to Muhammed Higgins on _____ no later than _____. A walk through of all included generators will be provided on _____ to all proposers at the same time prior to your submitting of ITNs.

One Year Service Scope

Change Air filter
 Change Oil Filter
 Change Oil
 Change Fuel Filter
 Check Hoses
 Check Belts
 Clean Generator IE: Basic wipe down of affected areas.
 Installation of University supplied batteries, as needed.

Two Year Service Scope

Change Air Filter
 Change Oil Filter
 Change Oil
 Change Fuel Filter
 Flush Radiator
 Change Anti-Freeze
 Change All Hoses
 Change all Belts
 Clean Generator IE: Basic wipe down of affected areas.
 Installation of University supplied batteries, as needed.

Annual Generator Preventive Maintenance5. Scheduled Maintenance

Contractor shall provide for University Representative approval prior to contract commencement a schedule of all preventive maintenance to be performed by the Contractor on a generator by generator basis.

The preventive maintenance schedule, as prepared by the University representative, shall show generator location, generator serial numbers, examination frequency, examination hours and be keyed to a preventive maintenance schedule prepared for the specific equipment covered by this specification.

A. Replacement Parts

To assure the maximum use of generators and a minimum shutdown time for emergency repairs, the Contractor(s) shall be required to have and maintain on the job, in metal cabinets furnished by the Contractor, a supply of spare parts sufficient for normal maintenance and repair of the generators. These spare parts and lubricants shall be equal to or better than original manufacturer's parts. The value of the replacement parts maintained on the job shall be a minimum of 20% of the annual maintenance cost.

Used parts or parts that are not equal to or better than genuine manufacturer's parts are not acceptable and will not be permitted.

B. Maintenance

1. Maintenance which is the responsibility of the Contractor(s):

Maintenance shall be made by the Contractor(s) to generators covered by the agreement. The Contractor(s) shall make (or cause to be made) all prescribed maintenance made necessary due to normal wear and use of the generators. The Contractor(s) shall be responsible for all cost for labor, materials, expenses, and supplies which occur as a result of the stated repair. Resetting of generators due to power failure is considered normal wear and use. The Contractor(s) may not charge the University for resetting generators during normal working hours.

2. Maintenance which is the responsibility of the University:

Maintenance not covered under this ITN shall be made by the Contractor(s) *with the University's prior approval*, when authorized by the University where such maintenance is not included in the contract. The Contractor(s) shall make (or cause to be made) all maintenance made necessary for any reason during the term of the contract. The Contractor(s) shall supply all labor, materials, and supplies at the Contractor's usual billing rates. On completion of all maintenance scheduling, the Contractor(s) shall submit to the University an invoice for payment detailing the nature of the work performed and related charges. The labor rate shall be as set forth in the ITN Proposal.

This contract allows the contractor(s) to be reimbursed at fair market value plus a percentage mark-up for all parts, materials, supplies, rentals and sub-contractors [not otherwise specified] supplied regarding this contract as outlined below:

- a. Fair market value plus ten (10%) percent for all purchases of \$2,000.00 or less; or,
- b. Fair market value plus six (6%) percent for all purchases over \$2,000.00 or more.

For negotiating purposes, fair market value is the actual cost of the item purchased.

The contractor(s) shall be required to provide proof of purchase and/or rental (i.e., bill of sale, receipts, etc.) for **all items** upon invoicing the University.

Warning: Failure to provide proof of purchase and/or rental will be cause for the University to return any invoice(s) to the contractor for proof and/or to delete the item(s) from the contractor's invoice(s) until such time as proof is provided. Deletion of any item(s) invoiced shall require the contractor to re-invoice for payment of those item(s) deleted.

Prior to any repairs being made by the Contractor(s), the Contractor shall submit a written proposal to the University to obtain formal approval to proceed.

Annual Generator Preventive MaintenanceC Perform Periodic Tests

The Contractor(s) shall perform posts tests of the generators during scheduled maintenance of the designated unit(s). Test results shall be recorded on forms supplied by or acceptable to the University Representative. Certified copies of the completed test forms shall be submitted to the appropriate University Representative.

D. Callback Service

For the purpose of this specification, a "callback" is a request from the University to the Contractor(s), requesting the Contractor to go to a specific generator to correct any maintenance problem and/or condition inclusive of resetting generators due to power failure and, which in the University's opinion needs attention before the Contractor's next scheduled preventive maintenance visit.

Additionally, a "callback" is work ordinarily performed by no more than two persons working at the job site for a period of time not exceeding three hours.

Work required in excess of the basic three hours and/or which requires a third person shall be considered "Repair" work and shall be governed by the "Repair" provisions and specifications set forth elsewhere in this specification.

1. Callback service during regular working hours:

The Contractor(s) shall, without additional charge to the University provide callback service as described here during the Contractor's regular working hours. The Contractor(s) shall respond on-site to a callback within one (1) hour of the time reported to the Contractor.

2. Callback service during overtime working hours:

The Contractor(s) shall provide 24-hour callback service at no additional cost to the University. The Contractor shall respond to an overtime callback within one (1) hour of the time reported to the Contractor.

6. Warranty/Failure to Perform

Warranty shall be in accordance with Special Condition No. 36, "Warranty" and inclusive of the following:

Contractor(s) shall guarantee all work as per Special Condition No. 36, "Warranty" for the entire contract period, and for a period of ninety (90) calendar days after the effective termination date. Should the University determine, during the contract period or within thirty (30) calendar days after termination, that any required work has been performed improperly or not performed at all, then the Contractor(s) shall correct said difficulty within ten (10) calendar days from the date of receiving written notification from the University. Failure to correct will be construed as contractual default. In case of default, The University has the exclusive right to: 1) secure others to perform the services; 2) charge the contractor for the cost of repair and/or deduct the repair cost from any contractual amount due under the contract; and, 3) contractor's failure to pay for repairs (not deducted from invoices due) will be removed from the University's approved vendor list until such time as the contractor has made restitution to the University.

Maintenance deficiencies brought to the Contractor's attention during the contract period by the University Representative shall be completed on or before the abatement date of the report, or expiration of the contract period, whichever is less.

The University reserves the right to engage an independent party to perform an inspection to determine responsibility.

7. Contract Exclusions

The Contractor(s) shall not be responsible for the following:

- A. Making other safety tests or installing new attachments on the generators when recommended by insurance companies or governmental authorities.
- B. Making any alterations to the generators, without prior written approval from the University.
- C. For the main line power feeders and associated disconnect switches and breakers.

Annual Generator Preventive Maintenance8. Equipment Covered

There are approximately thirty eight (38) generators covered by this Invitation to Negotiate. Generator listing is as follows:

Location	Manufacturer	Model #	Serial #	KW Rating
WRB	Onan	125DGEAL32654A	H880150174	125kw
ENG	Onan	15RJC4R84957E	I6C860825	250kw
PCD	Kohler	276RE0ZD	0664572	275kw
CPH	Caterpillar	3208	SYF00889	500kw
MDH	Cummins	QSX15G9	79262069	500kw
BSF	Caterpillar	C15	FTE01688	500kw
NES/CHE	Kohler	750R0ZD4	0781016	750kw
SCA	Cummins	KTA38G1	9739784	750kw
ENB	Cummins	QSKTA50GE	757028	1250kw
MDC	Cummins	KTA50G9	7567829	1500kw
SVC 300	Cummins	NTA855G32	300NTA23193613	300kw
SVC 50	Cummins	VTA28GSI	500VTAI32499B	500kw
ISA	Caterpillar	3512C	G5Y00521	1500kw
MDT	Kohler	NT855G	55592	230kw
MDF	Caterpillar	C4.4	E5M00443	100kw
BKS	Generac	97A01092S	2033399	100kw
UPB	Generac	96A06028S	2031612	125kw
CGS	Olympian	WSG1068	E173A17021004874	125kw
PPC	Caterpillar	3208	SYF00889	150kw
LIB	Generac	2864960100	2070715	150kw
ENC	Kohler	180ROZJ	708628180kw	180kw
WLH	Generac	97A06377S	20382532	200kw
WLH/N	General	97A06376S	2038252	200kw
NTA	Olympian	GCD325	OLY00000ENNSO1631	200kw
EDU	Kohler	200R0ZD71	384870	200kw
EDU/IT	Kohler	100REOZJF	SGY732D8W2	200kw
LS1/SWA	Generac	1430210100	2061655	225kw
CMC	Cummins	DODAA5748633	B060886134	250kw

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Location	Manufacturer	Model #	Serial #	KW Rating
CPT	Cummins	DMT 350 CA2	9684891	350kw
MDA	Generac	SC13GT304D	G9143001500	250kw
ITS	Cummins	6CTAA8362	A060881823	200kw
WUSF	Kohler	500R0ZD4	0661568	500kw
MSC	Caterpillar	C18	EST00542	650kw
MUS	Caterpillar	C15	G6B16678	350kw
125KW Port	Onan	125ODYD15R189126	H780342422	125kw
250KW Port	Caterpillar	SR4	5FA04652	250kw
275KW Port	Onan	NTA855G1	K860853241	275kw
350KW Port	Kohler	350ROZD71	382450	350kw

Performance Standards

It is the intention of this specification that the generators be maintained so to preserve the operating characteristics in line with the original design. Should the University find through its own investigation or that of its representative(s) that these standards are not being maintained, the awarded Contractor will be given ten (10) calendar days to restore the performance to the required level. Failure by the awarded Contractor to restore the required performance level within the ten (10) calendar days period shall constitute sufficient cause for termination of the contract by reason of default.

13. In compliance with Section 287.057(1)(a), Florida Statutes, the awarded contractor(s) shall incorporate a minimum of the following in all his/her invoices to provide the University with an auditable invoice for both pre-audit and post-audit:
- A. Invoices shall be on company letterhead and addressed as stipulated on each purchase order.
 - B. Invoices shall be identified by: 1) the corresponding purchase order number; 2) the ITN number; 3) building name and call letters; and 4) Location of generator [i.e., Housing, Phyllis Marshall Center, Main Campus, etc.].
 - C. Invoices shall be accompanied by an itemized listing inclusive of cost of the generators being invoiced for [i.e. location – Generator Model and (S/N _____) @ \$_____; Generator Model No. (S/N _____) @ \$_____; etc.].
 - E. Invoices shall include cost breakdown for:
 1. Labor (i.e., regular working hours or overtime - weekend/holidays, etc.) including actual date work was performed and breakdown of actual number of hours worked per man with corresponding hourly rate as per ITN Proposal.
 2. Materials and/or equipment used including the actual work date, project name or number, type work performed and etc.
 3. be accompanied with daily work sheets for each project signed by both parties, itemizing all labor and materials utilized.
 - F. Invoices shall include proof of purchase for any materials, supplies and rentals (i.e., bill of sale, receipts, etc.)
 - G. Where applicable, a copy of written agreement between awarded contractor(s) and any sub-contractor;
 - H. Where applicable, Waivers of Lien from awarded contractor(s) inclusive of any sub-contractor, material suppliers, rental agents used on any project.
 - I. A rate schedule which itemized rental of company owned equipment, machinery and vehicles, where applicable, not otherwise specified herein. Such rate schedule shall provide as a minimum daily, weekly and monthly rates.

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- 14. The awarded contractors shall recycle, where applicable, and lawfully dispose of potential hazardous materials in accordance with all local, state and federal regulations. (Note: Disposal costs are to be included in the cost per square foot price.)
- 15. Should the awarded contractors required the services of any specialty sub-contractor(s) (i.e., electrical, mechanical, carpenters, etc.) all rules and codes of the State of Florida, Business and Professional regulations, shall apply with regard to project supervision. The awarded contractors shall provide the University’s Representatives with at least two (2) written competitive price quotations for review and approval subject to the terms and conditions of the ITN documents. Upon prior written approval by the University’s Representatives and completion of the scheduled maintenance including invoicing, the awarded contractor(s) shall be reimbursed based on the lowest of the two (2) written price quotations (regardless of which sub-contractor performed the work) plus a mark-up as stipulated herein in Specification No. 5 (B), page 31.

Note: The awarded contractors shall be required by the University to enter into a written agreement between himself/herself and any specialty sub-contractor used on any University project. The awarded contractor shall provide a copy of said agreement along with any payment requests. This stipulation is to assist the University in protecting the sub-contractor should a dispute and/or non-payment.
- 16. Should the contractors own his own equipment which is not otherwise included in the hourly labor rate (i.e., boom trucks; flat-bed trucks; cherry pickers; various sizes of cranes inclusive of qualified operators; various sizes of air compressors; scaffolding; rigging, other access control equipment; etc.) in lieu of renting, then the University shall pay the actual use time ONLY based on a flat rate fee listed on the contractor’s standard fee schedule submitted with his/her ITN response.
- 17. The University of South Florida reserves the following rights:
 - A. Coordinate all work and to specify locations where and when work is to be performed;
 - B. To stop any maintenance, if the maintenance is completed prior to the total estimated cost being incurred, or if any awarded contractor’s work progress is unsatisfactory;
 - C. To supply, if deemed in the University’s best interest, to any awarded contractor any single or group of items and/or specialty contractor services;
 - D. To verify the fair market value of all rentals procured by the awarded contractors prior to approving the invoice;
 - E. Upon review of any invoice, should any awarded contractor be found to have invoiced above the fair market value for the item(s) procured, the University shall secure at least two (2) other price quotations for same and shall reimburse any awarded contractor for the lowest amount only; and,
 - F. To cancel the contract giving ten (10) calendar days notice, in writing, if in the Director of Purchasing and Property Services’ opinion any awarded contractor continues to invoice at higher than fair market value for materials, supplies and rentals furnished. The Director of Purchasing and Property Services’ decision shall be final and binding on all parties without further recourse.

Section IV: ITN Cost Proposal

Response Tabulations

A. Response Tabulations

Tabulate receipt of the following attachments (Response Tabulations, Item B, below):

Proposal Tabulation Price Sheet	<input type="checkbox"/> included	<input type="checkbox"/> not included
Introduction and firm’s Organization	<input type="checkbox"/> included	<input type="checkbox"/> not included
Financial Statements	<input type="checkbox"/> included	<input type="checkbox"/> not included
Distance from Respondent’s Facility to University	<input type="checkbox"/> included	<input type="checkbox"/> not included

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Failure on the part of the respondent to provide all the required submittals may be cause for rejection of your proposal as non-responsive.

Contact Person: _____

Area Code and Telephone Number: _____

Proposal Offered By (Firm's Name): _____

Firm's Address: _____

Firm's Telephone Number: _____

Authorized Signature (Typed): _____

Authorized Signature (Manual): _____

Title: _____

E-Mail Address: _____

Date: _____

Furnish all labor, materials, equipment and supervision required to perform General Constructions services as specified herein in accordance with the following pricing structure:

Special Note: *The unit price for all items must exclude the cost of the proposer's Commercial General Liability Insurance (as this insurance will be provided at the Owner's expense for any and all work performed under this contract in accordance with Special Condition No. 42, pages 16 and 17, "Insurance").*

B. Instructions for Submittal of Response

1. Tab 1: Amounts offered on Price Sheet

Attached.

In the summary breakdown, respondents shall include all direct costs, such as salaries or wages inclusive of fringe benefits (i.e., FICA, Worker's Compensation, Unemployment Insurance, Health/Life Insurance, other similar type benefits, etc.) for employees assigned to this project, travel expenses, and other direct costs of any equipment, materials, chemical and/or supplies required for the performance of this project.

Respondents **may not include** executive salaries of individuals not assigned to the project, salaries of main office personnel, interest on debts incurred to carry on this services overhead or general expenses of any kind, or dues and/or services to national, state or local associations. Under no circumstances will the University of South Florida be responsible for costs due to negligence of the respondent's principals, or the representatives of the respondent having supervision or direction of the program as a whole or in part, or for any costs that may result from any claims.

2. Tab 2: Introduction and Firm's Organization

1. Include a table of contents.
2. Include a brief introduction to the company and/or individual, and a synopsis of the response sufficient to provide a thorough management level summary.

3. Tab 3: Financial Statement:

Furnish a financial statement for the most recently completed fiscal year and one (1) for the last reporting tax quarter.

4. Tab 4: Description of Step-By-Step Procedures

Such response shall be inclusive of, but not limited to, the following:

Annual Generator Preventive Maintenance

1. Provide a copy of established written standard operating procedures for training, surveillance, entry/exit, respiratory protection, safety and emergencies.
 2. Provide a copy of an in-place emergency system to receive requests by the University of South Florida "As Needed, When Needed" for after regular work hours or on weekends.
 3. Provide a detailed response, clearly detailing how the company plans to respond on-site within one (1) hour to University emergencies and timely to scheduled regular projects. Inclusive of what the University's priority will be to the vendor (i.e., 1st, 2nd, 3rd, etc.)
5. Tab 5: Description of Equipment and Facilities:
- Provide a clear descriptive list of equipment and facilities available or to be acquired to perform the services required (with attached equipment descriptions, brochures, and/or catalog sheets as needed to describe the items).
6. Tab 6: Past Performance:
1. Furnish a list and brief description of **all current and past** (within the last twenty-four (24) months) contract of comparable size and scope.

Note: At least three (3) projects shall have involved Owner Occupancy during abatement.
 2. List shall be inclusive of **per project**, but not limited to, the following information:
 - a. Original Contract Amount.
 - b. **Owner occupied space.**
 - c. Change Order Amount (total dollar value of change orders issued until contract completion).
 - d. Total Contract Amount.
 - e. Actual Contact Dates (inclusive of beginning and ending dates).
 - f. Company Name with full address (inclusive of street address, city, state, zip code with area code and telephone number).
 - g. Project Contact Person (inclusive of area code and telephone number).
 3. Furnish a list and brief description of **all contracts that have been canceled** within the last twenty-four (24) months. List shall be inclusive of, but not limited to, contract dates, names, addresses, telephone numbers, owners and reason why contract was canceled.

Submit one (1) original and three (3) complete copies of your proposal for use by the Review Committee.

Special Note: DO NOT SUBMIT RESPONSE IN 3-RINGED BINDER OR IN GBC TYPE BINDING. RESPONSES SHOULD BE **CLAMPED OR RUBBERBANDED TOGETHER.**

C. Evaluation Criteria

1. Pricing.
2. Experience and qualifications as a company including, but not limited to, years in business, experience of personnel to be assigned to the University, previous projects completed, similar maintenance contracts, references, etc.

D. Cost Sheet

The undersigned, hereinafter, called "Respondent", having examined carefully all ITN documents, proposes to furnish all labor, materials, equipment, tools, technical personnel, applicable supervision and other items, facilities and services for the proper execution and completion of the contract for Annual Generator Preventive Maintenance and Other Related Services at the University of South Florida, Tampa Campus in full accordance with the Invitation to Negotiate documents and any other documents relating thereto on file in the Purchasing Services, and if awarded the contract, to complete said Work within the time limits specified.

Annual Generator Preventive Maintenance

Location	Manufacturer	Model #	Serial #	KW Rating
WRB	Onan	125DGEAL32654A	H880150174	125kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
ENG	Onan	15RJC4R84957E	I6C860825	250kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
PCD	Kohler	276RE0ZD	0664572	275kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
CPH	Caterpillar	3208	SYF00889	500kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
MDH	Cummins	QSX15G9	79262069	500kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
BSF	Caterpillar	C15	FTE01688	500kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
NES/CHE	Kohler	750R0ZD4	0781016	750kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
SCA	Cummins	KTA38G1	9739784	750kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____

Annual Generator Preventive Maintenance

Location	Manufacturer	Model #	Serial #	KW Rating	
ENB	Cummins	QSKTA50GE	757028	1250kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
MDC	Cummins	KTA50G9	7567829	1500kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
SVC 300	Cummins	NTA855G32	300NTA23193613	300kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
SVC 50	Cummins	VTA28GSI	500VTAI32499B	500kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
ISA	Caterpillar	3512C	G5Y00521	1500kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
MDT	Kohler	NT855G	55592	230kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
MDF	Caterpillar	C4.4	E5M00443	100kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
BKS	Generac	97A01092S	2033399	100kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____

Annual Generator Preventive Maintenance

Location	Manufacturer	Model #	Serial #	KW Rating	
UPB	Generac	96A06028S	2031612	125kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
CGS	Olympian	WSG1068	E173A17021004874	125kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
PPC	Caterpillar	3208	SYF00889	150kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
LIB	Generac	2864960100	2070715	150kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
ENC	Kohler	180ROZJ	708628180kw	180kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
WLH	Generac	97A06377S	20382532	200kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
WLH/N	General	97A063765	2038252	200kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
NTA	Olympian	GCD325	OLY00000ENNSO1631	200kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____

Annual Generator Preventive Maintenance

Location	Manufacturer	Model #	Serial #	KW Rating	
EDU	Kohler	200R0ZD71	384870	200kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
EDU/IT	Kohler	100REOZJF	SGY732D8W2	200kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
LS1/SWA	Generac	1430210100	2061655	225kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
CMC	Cummins	DODAA5748633	B060886134	250kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
CPT	Cummins	DMT 350 CA2	9684891	350kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
MDA	Generac	SC13GT304D	G9143001500	250kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
ITS	Cummins	6CTAA8362	A060881823	200kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____
WUSF	Kohler	500R0ZD4	0661568	500kw	
				One Year Service Scope	\$ _____
				Two Year Service Scope	\$ _____

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Location	Manufacturer	Model #	Serial #	KW Rating
MSC	Caterpillar	C18	EST00542	650kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
MUS	Caterpillar	C15	G6B16678	350kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
125KW Port	Onan	125ODYD15R189126	H780342422	125kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
250KW Port	Caterpillar	SR4	5FA04652	250kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
275KW Port	Onan	NTA855G1	K860853241	275kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____
350KW Port	Kohler	350ROZD71	382450	350kw
			One Year Service Scope	\$_____
			Two Year Service Scope	\$_____

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One Year service Sub-Total \$ _____

Two Year service Sub-Total \$ _____

Sub Total \$ _____

X 2 years

Total Offer FOB \$ _____

Terms _____

Please Note: Discounts will not be used for ITN evaluation purposes.

Annual Generator Preventive Maintenance

Minority Vendor & Visa P-Card Certification

A. 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___

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

C. Visa Purchasing Card (P-Card) acceptance Certification

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

Print Name and Title

Authorized Signature

Date

Annual Generator Preventive Maintenance

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

1. That the Proposer, if an individual, is of lawful age; or
2. That if:
 - a. The Proposer is a partnership or a corporation, it has been formed legally;
 - b. The Proposer is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
 - c. The proposer 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 Proposer is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.
4. That the Proposer has not submitted a rigged ITN, nor engaged in collusive negotiation or collusive negotiation arrangements or fraudulent negotiating, or entered into a conspiracy relative to this ITN, with any other person, partnership, or corporation making a ITN for the same purpose. The Proposer is aware that "Any understanding between persons where one or more agree not to ITN, and any agreement fixing the prices to be proposed so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive negotiating and renders a contract under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].
5. That the Proposer 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 Proposer or awarded to this Proposer; nor shall any University officer or employee have any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of this contract or obligation to this Proposer.
7. That, by submitting this ITN, the Proposer certifies that he/she has fully read and understands the ITN 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 Proposer Sayeth Not.

Proposer: Complete the Acknowledgment on the following page.

Annual Generator Preventive MaintenanceContractual Services Agreement

This Agreement is made and entered into this _____ day of _____, 2016, by and between the University of South Florida Board of Trustees, a public body corporate of the State of Florida, "University", and _____, "Vendor/Contractor". This Agreement relates to Vendor providing contractual services as described herein.

The Parties to this Agreement, in consideration of the mutual covenants and stipulations set herein, agree as follows:

1. Services.

The Vendor is an independent Vendor pursuant to Florida Law. The Vendor assumes full responsibility for completion of the services stipulated below:

Provide all labor, equipment, materials (not otherwise specified as provided by the University) and applicable supervision required to perform, but not limited to, the "Annual Generator Preventive Maintenance and Other Related Services" as stipulated in Invitation to Negotiate No. 16-20-YH (copy attached) for the USF Tampa Campus.

The Vendor shall commence performance of the terms of this Agreement no earlier than the ____ day of _____, 2016, and complete performance of this Agreement to the satisfaction of the university no later than the ____ day of _____, 2020.

2. Cost.

The total amount of this contract is not to exceed \$_____, except as stipulated by a future contract amendment and shall include travel costs, if applicable (See Paragraph 5). This amount is determined in full accordance with USF ITN No. 15-008-PPB.

3. Payment.

Timely Payment Problems: All Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendors' payment within forty (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. If the payment is not made within said forty (40) days, a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to University, providing said request is received by University no later than forty (40) days from the date shown on the University's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.

Vendors shall submit detailed invoices sufficient for a proper pre-audit and post-audit thereof. Each invoice must clearly identify the USF purchase order number, date of services completed, portion of services, and material and labor expenses for which compensation is sought. The University reserves the right to return any invoice that does not comply with this requirement. Payment will be tendered only for services or the portion of services completed prior to the submission of the invoice, or for expenses incurred prior to such submission. The University shall determine the accuracy of all invoices. Invoices that have to be returned to the Vendor because of Vendor preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is provided to the University.

Vendor may request partial payment in the full amount of the value of service received and accepted by submitting a properly executed invoice, with supporting documents, when required by University. 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. Written inquiries can be addressed to: USF Purchasing & Property Services, 4202 E. Fowler Avenue, SVC 1073, Tampa, Florida 33620.

4. Availability of Funds.

The University's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The University shall give notice to Vendor of the non-availability of such funds when the University has knowledge thereof. Upon the Vendor's receipt of such notice, the Vendor is entitled to payment only for those services performed prior to the date notice is received.

Annual Generator Preventive Maintenance**5. Travel.**

There is no travel allowed within this agreement

6. Assumption of Risk.

Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with Vendor or otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling Vendor's obligations under this Agreement.

7. Unilateral Cancellation/Public Records Law.

The University may unilaterally cancel this Agreement for refusal by Vendor to allow public access to any and all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement.

8. Cancellation.

All Agreement obligations shall prevail for at least sixty (60) calendar days after the effective date of the contract. After that period, either party may cancel this Agreement upon ten (10) calendar days written notice without penalty or cause. The Vendor may not charge to the University a cancellation penalty. The University shall be liable only for payment for services rendered prior to the effective date of cancellation.

9. 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.

10. Renewal.

There is no stipulated renewal of this agreement. This agreement may be extended throughout the project to accommodate any needed change orders or extension of time.

11. Amendments.

Any amendments, alterations or modifications to this Agreement must be in writing and signed by the parties of this Agreement to be effective.

12. Governing Law.

The Contract/Agreement ("Contract") is governed by the law of the State of Florida and USF Regulation USF4.02060. Any provisions in this Agreement in conflict with such laws and rules shall be void and of no effect. The University is entitled to the benefits of sovereign immunity coextensive therewith, including immunities from taxation. Vendor submits to the personal jurisdiction of the State of Florida. Any actions arising out of this Agreement shall be brought exclusively in the courts located in Hillsborough County, Florida.

Annual Generator Preventive Maintenance**13. 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.

14. Licenses.

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

15. 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.

16. Indemnification

Vendor agrees to indemnify and hold free and harmless, assume liability for 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 and their officers, employees and agents, and the University's Architect/Engineer Consultants from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, 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, contractors, and sub-contractors, in connection with this Agreement.

17. Assignment.

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

18. Termination.

Each term and condition of this Agreement is material and any breach or default by Vendor in the performance of each such term and condition shall be a material breach or default of the entire Agreement for which University shall have the right to terminate this Agreement immediately upon notice to Vendor and without termination penalty to University.

19. Relationship of Parties.

It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners between the parties hereto, or as constituting Vendor as the agent or representative of 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.

20. Parties' Representatives.

University's representative for purposes of the Agreement is Greg See or his designee; Vendor's representative for purposes of this Agreement is _____.

Annual Generator Preventive Maintenance**21. Waiver of Breach or Default.**

No failure to exercise or delay in exercising any right, power or remedy accruing to University on any breach or default of Vendor hereunder shall impair any such right, power or remedy, or be construed as a waiver of any such breach or default or of any other breach or default.

22. Entire Agreement.

All documents submitted as part of Vendor's offer are attached and incorporated by this reference. In the event of inconsistency between such documents and the provisions of this Agreement, the provisions of this Agreement will govern. This Agreement and such documents embody the entire Agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between University and Vendor other than are set forth herein.

23. Lobbying.

The expenditure of funds disbursed from Florida State appropriated Grants and Aids, for the purpose of lobbying the Legislature or a State Agency, is prohibited.

24. Affirmative Action.

As a condition of this Agreement, 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.

25. Americans with Disabilities Act (ADA).

The Vendor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 and subsequent documents.

26. Public Entity Crime.

Any person or affiliate who has been placed on the Convicted Vendor List following a conviction for a Public Entity Crime, may not participate in proposals, may not perform work or transact business with University.

27. Notice to Contractor. The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral termination of the Agreement.**28. Terms and Conditions**

Any terms and conditions submitted with your Invitation to Negotiate response are not binding to the University and are not accepted as applying to the Invitation to Negotiate or this contract. Only the University of South Florida terms and conditions as issued in the Invitation to Negotiate are acceptable.

Annual Generator Preventive Maintenance

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

*****Vendor*****

FEID No.
Telephone No.

BY: _____
(manual signature)

(type or print name)

Executed on this the ____ day of _____, 2016

*****UNIVERSITY OF SOUTH FLORIDA*****

Board of Trustees,
a public body corporate.

BY: _____
George Cotter
Interim Director of Purchasing

Executed on this the ____ day of _____, 2016

Annual Generator Preventive Maintenance

Certificate of Non-Segregated Facilities

We, _____, certify to the University of South Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

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

Note to prospective subcontractors or requirements for Certifications of Non-Segregated Facilities. A Certificate of Non-Segregated Facilities, as required by the 9 May 1967 order of Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

(Name of Company)

By: _____

Title: _____

Date: _____

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

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

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

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

- (1) The contractor agrees to comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

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Business Classification

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

If answered yes above, please circle classification that applies:

<ul style="list-style-type: none"> <u>FEDERAL CLASSIFICATIONS</u> 	State of Florida Certified Minority Business Enterprise	Non-Certified Minority Business Enterprise	Non Profit Organization
<p><i>(If your Business is registered with the Small Business Administration (SBA) or the Central Contractor Registration (CCR) Website at: https://www.bpn.gov/ccring/scripts/search.asp, please circle the classification(s) in this column that applies to your business.</i></p>	<p><i>(If you circle a classification in this column, please provide a copy of your Florida Statewide & Inter-Local Certification with your application)</i></p>	<p><i>(Business must be at least 51% owned, managed & controlled by minority persons to select a classification in this column.)</i></p>	
<p>SBA 8(a) Certification <i>(please provide a copy of certificate with application)</i></p>	<p>African American <i>(please provide a copy of certificate with application)</i></p>	<p>African American</p>	<p>Minority Board <i>(51% or more Minority Board of Directors)</i></p>
<p>Small Disadvantaged Business Certification <i>(please provide a copy of certificate with application)</i></p>	<p>Hispanic American <i>(please provide a copy of certificate with application)</i></p>	<p>Hispanic American</p>	<p>Minority Employees <i>(51% or more Minority Officers)</i></p>
<p>HUBZone Certification <i>(please provide a copy of certificate with application)</i></p>	<p>Asian American <i>(please provide a copy of certificate with application)</i></p>	<p>Asian American</p>	<p>Minority Community <i>(51% or more Minority Community Served)</i></p>
<p>Veteran</p>	<p>Native American <i>(please provide a copy of certificate with application)</i></p>	<p>Native American</p>	<p>Other- Non Profit</p>
<p>Service Disabled Veteran</p>	<p>American Woman <i>(please provide a copy of certificate with application)</i></p>	<p>American Woman</p>	
<p>Vietnam Veteran</p>			
<p>Women Owned</p>			
<p>Minority Owned Business</p>			

- If you select a classification that is certified by a Federal or State agency, please provide a copy of your certification for each agency along with this application.
- To determine your Federal Size Standard, please access the U.S. Small Business Administration’s website: <http://www.sba.gov/starting/indexwhatis.html> or go to the SBA’s <http://www.sba.gov/size> to look up your North American Industry Classification Systems (NAICS) Code and the qualifying number of employee’s or annual dollar amount. To register your business on the Central Contractor Registration (CCR) Website visit <https://www.bpn.gov/ccr/scripts/index.html>
- If you are using Federal Size Standards, please specify the codes used:
NAICS Code: _____ Number of Employees: _____ or Annual Amount: _____
- If you are not a State of Florida Certified Minority Business Enterprise and would like to download the application for certification of Minority Business Enterprise for the State of Florida and view the State of Florida’s Eligibility criteria, please go the Office of Supplier Diversity’s website at: <http://osd.dms.state.fl.us>.

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Purchase Order and Payment Preferences

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

Fax Postal mail

Payment Discount Terms:

2% Net 10

Other: _____

By which delivery method do you prefer to receive payment?

Check

Credit Card
(USF Procurement Card)

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

Part 4 – Signature

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

Name of Person Signing Application

Title

Signature

Date

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

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

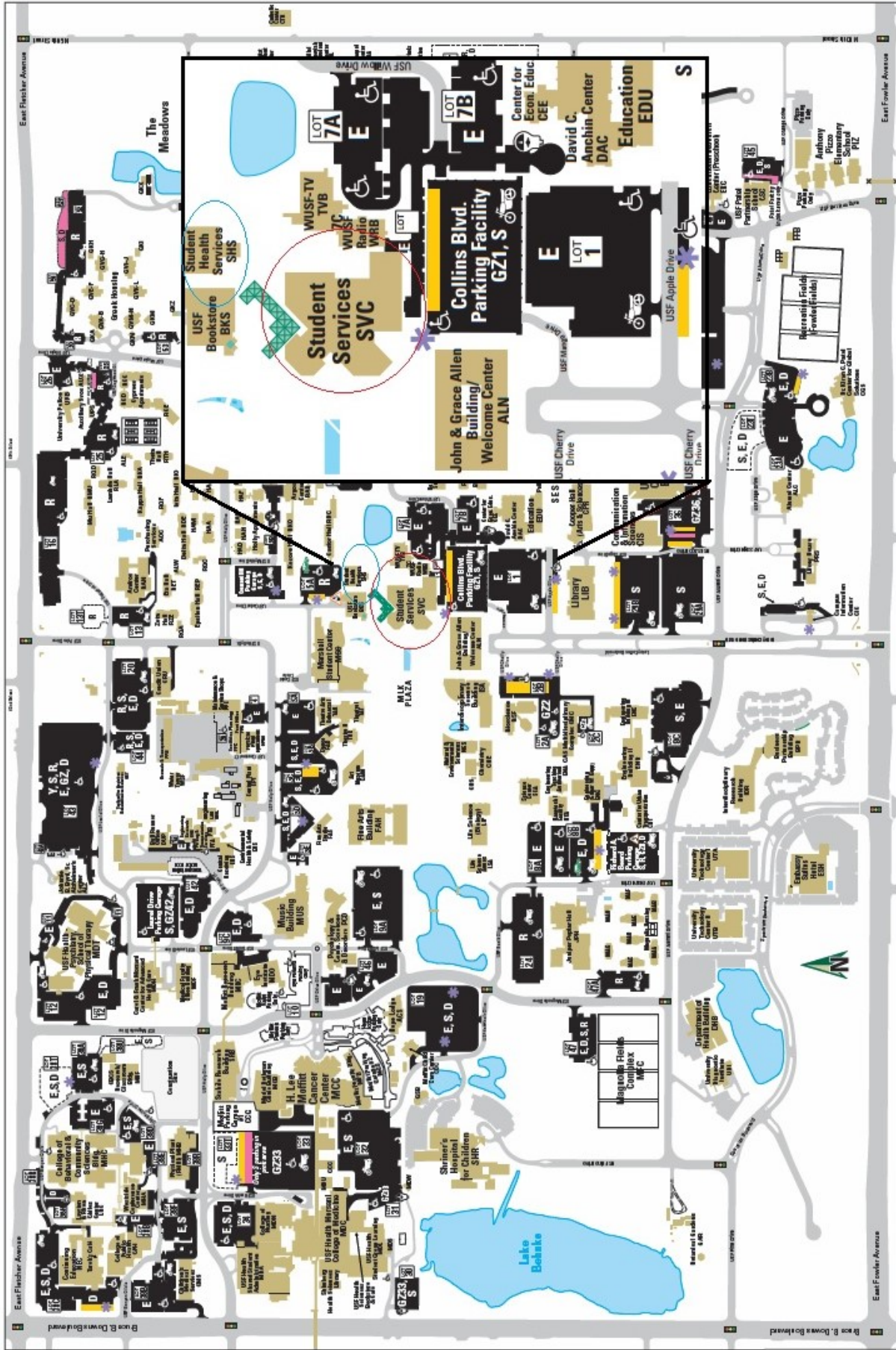
Note: A campus Map showing the location of the Campus Information Center, the Collins Blvd. Garage and the SVC building is included with these instructions. **Do not forget to stop at the Campus Information Center to obtain a daily parking permit prior to visiting Purchasing Services.**

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



UNIVERSITY OF SOUTH FLORIDA TAMPA CAMPUS PARKING MAP



- MAP KEY**
- S - Non-Resident Student
 - R - Resident Student
 - Y - Park-n-Ride / Alumni
 - GZ - Gold Staff
 - E - Staff
 - D - Daily / Visitor Parking
 - Designated Parking (Pink)
 - Hourly Parking (Yellow)
 - Motorcycle Parking (Motorcycle icon)
 - Disabled Parking (Wheelchair icon)
 - Permit Pay Station (Star icon)
 - Matred Parking (Star icon)
 - Electric Car Charging Station (Car icon)
 - Enterprise Car Share (Car icon)

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PRE-PROPOSAL MEETING DIRECTIONS AT
USF PHYSICAL PLANT OPERATIONS
4202 E. Fowler Avenue, STOP **OPM 100**
Tampa, FL 33620-9000
(813) 974-2750

Visual Inspection

It is solely the contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including, but not limited to, possible interference from academic or other University activities. To aid you in becoming informed, the contractor or his/her designees must attend the **mandatory** proposal conference being held in the Physical Plant/Facility Planning Building (OPM), Conference Room, Room No. 115 on Thursday, June 23, 2016, promptly at 1:30 P.M. followed immediately by 2 days of visual inspections scheduled for June 23, 2016 (following the Pre-proposal meeting) and June 24, 2016, 2016. **Any prospective contractor or his/her designee arriving after 1:40 P.M. on the official clock located in Room 115 shall not be allowed to enter the conference room nor be eligible to propose this project. No other time keeping device will be considered for this purpose.** University representative(s) will be available at this time to answer questions related to this Invitation to Negotiate. Any suggested modifications may be presented, in writing to and/or discussed with the University's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation to Negotiate.

Special Note: *Persons attending the mandatory proposal conference are required to turn their cellular telephones and pagers off before entering the conference room. Failure to do so may result in your being asked to leave the proposal conference resulting in any proposal submitted being disqualified as non-responsive.*

Division of Management Services certified minority business enterprises are cordially invited to attend the proposal conference and one (1) time visual inspection to become familiar with the project specification and to become acquainted with prospective contractors interested in proposing the project.

Please be aware the Tampa campus has parking shortages. You will need to obtain a parking decal from the USF Visitor's Information Center prior to parking on the Tampa Campus. If you are unable to arrive at Proposal Conference/Visual Inspection meeting because you are unable to find either a parking space or the designated meeting location, that is not sufficient reason to be admitted after the designated meeting start time.

Failure to attend this proposal conference/visual inspection shall result in the disqualification of your proposal.

Directions to Proposal Conference Location:

1. Enter at the University's main entrance off of Fowler Avenue.
2. Pull into the USF Visitor's Reception Center and obtain a temporary parking permit at your expense (failure to do so is at your own risk).
3. Upon leaving the USF Visitor's Reception Center, turn right onto USF Leroy Collins Boulevard and get into the left hand turn lane.
4. Turn left at the traffic light onto USF Alumni Drive.
5. Proceed to the traffic light at USF Alumni Drive/USF Magnolia Avenue; make a right turn onto USF Magnolia Avenue and continue onto the traffic light at the corner of USF Magnolia and USF West Holly.
6. At the light, make a right turn onto USF West Holly Drive.
7. Stay in right hand lane.
8. Go over speed bump (USF Central Plant and USF Water Tower will be on left side of road); turn right into parking lots upon passing the Central Plant.
9. The Physical Plant/Facilities Planning Operations Building is located across the street between the USF Central Plant and the USF Post Office.

Note: A campus map is enclosed herein. Contractors are urged to obtain a visitor's parking permit from the USF Information Center located at the University's main entrance on Fowler Avenue prior to the scheduled proposal conference time.

Failure to obtain a visitor's parking permit may result in the vehicle being ticketed and/or towed.

A Map is provided at:<http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx> for the pre-proposal meeting.