



**UNIVERSITY OF SOUTH FLORIDA (USF)**

**INVITATION TO NEGOTIATE**

**ITN # 18-01-SAR**

**Consulting Services for Student Housing Study  
for the University of South Florida  
Sarasota-Manatee Campus (USFSM)**

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The University of South Florida Board of Trustees, a public body corporate ("USF") is requesting Vendor Proposals from qualified vendors (hereinafter, "vendor(s)") for this USF Invitation to Negotiation ITN # 18-01-SAR for **Consulting Services for a Student Housing Study for the University of South Florida, Sarasota-Manatee Campus ("USFSM")** ("ITN") as specified herein.

Please note:

**Vendor questions** concerning this ITN should be directed to Michelle Krueger, Associate Director, Business Services, USF Sarasota-Manatee: [mkrueger@sar.usf.edu](mailto:mkrueger@sar.usf.edu), no later than **May 14, 2018, 2:00 PM**. There will not be a pre-proposal meeting associated with this Invitation to Negotiate.

**Vendor Proposals** must be submitted no later than **May 28, 2018, 3:00 PM** to the USF Tampa Campus, Procurement Services office.

University of South Florida (USF)  
University of South Florida, Tampa Campus (USFT)  
Procurement Services  
4202 E. Fowler Avenue, Mail Stop: SVC 1073, Tampa, FL 33620  
[www.usf.edu/business-finance/purchasing/about-us/index.aspx](http://www.usf.edu/business-finance/purchasing/about-us/index.aspx)

ITN # 18-01-SAR  
Consulting Services for Student Housing Study  
for the University of South Florida Sarasota-Manatee Campus (USFSM)

University of South Florida (USF)  
University of South Florida, Tampa Campus (USFT), Procurement Services  
4202 E. Fowler Avenue, SVC 1073, Tampa, FL 33620

Note: Sealed bid packets are to be submitted to the TAMPA campus – not the Sarasota campus.

All USF campus competitive solicitations and addenda are posted at:  
<http://www.usf.edu/business-finance/purchasing/public-bids/index.aspx>

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## **SECTION 1 – GENERAL INFORMATION FOR VENDORS:**

### 1.1. Opening Note to Vendors

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

**Vendor Proposals must be delivered in sealed envelopes/packages clearly marked ITN # 18-01-SAR Student Housing Study addressed to University of South Florida, Procurement Services, 4202 East Fowler Avenue SVC 1073, Tampa, Florida 33620, no later than May 28, 2018 at 3:00 PM** according to the official clock located in the USF Procurement Department. No other timekeeping source will be considered for this purpose. Vendor Proposals arriving after the prescribed time may be rejected at USF's sole discretion. Rejected Vendor Proposals will be returned unopened to the Vendors. Vendor Proposals, and revisions thereto, will not be accepted at any time by fax or email. Accepted Vendor Proposals will be opened and recorded immediately after the time specified above.

All proposals submitted must include a signed USF Invitation to Negotiate, Competitive Solicitation Acknowledgement Form. Please see Section 3 and Vendor Proposal Checklist for more information. If a Vendor Proposal is mailed, the Vendor must allow sufficient time to ensure USF receives the Vendor Proposal by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure a Vendor Proposal is delivered by the time specified above.

Each Vendor Proposal must include one (1) original Vendor Proposal clearly marked as "Original", two (2) identical copies clearly marked as "Copy", and one (1) identical digital copy on USB flash/thumb drive. The Proposal hard copies should be submitted on 8.5" x 11" sized paper to make reproduction feasible as needed by the University and should not exceed 40 single sided pages, including pictures, charts, graphs, tables, and text that the vendor deems appropriate to be part of the review of the response. Vendor Proposals that do not include all of the requested copies may be disqualified at the sole discretion of USF. The digital copy must contain all required elements and be submitted as a single Adobe PDF file with standard 8.5" x 11" page size. Resumes of key personnel may be appended to the end of vendor's proposal. Resumes of key personnel along with the cover letter, table of contents, front and back covers, required forms, and blank section/numerical dividers, etc. will not be counted in the 40-page limit. No supplemental information to the 40-page ITN proposal will be allowed. Proposal contents should be presented in the same order as the requirements listed in Section 3.8 "Vendor Proposal Submission Checklist."

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

### 1.2. 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 Consulting Services for Student Housing Study for the University of South Florida Sarasota-Manatee Campus (USFSM).

We Invite proposals from qualified providers of consulting services to submit a proposal to assess the demand for student housing, including dining services, on the USF Sarasota-Manatee campus (USFSM), and if there is sufficient demand, then assist with the other phases of a housing project as described in the Consulting Project Specifics section. Through the ITN process the University desires to negotiate the best value agreement for the University. Please see Section 3 for details of this consulting project.

### 1.3. Description of University and USF Sarasota-Manatee Campus

USF was established in 1956 and is a high-impact, global research university located in Tampa Bay on Florida's west coast. It is one of the largest public universities in the nation, and among the top 50 universities for federal research expenditures. The USF System includes three institutions, each separately accredited by the Commission on Colleges of the Southern Association of Colleges and Schools: USF Sarasota-Manatee (USFSM), USF St. Petersburg (USFSP), and USF Tampa (USFT).

USF Sarasota-Manatee is located on the Gulf Coast of Florida in Sarasota just south of Bradenton, near the county line dividing Sarasota County and Manatee County. To the east, just a stone's throw away, is the Sarasota-Bradenton Area International Airport, and just miles to the west sits Siesta Key, which was designated the No.1 beach in the United States in 2011.

USF Sarasota-Manatee was established in 1975 as a regional campus of the University of South Florida. After its creation in 1975, the University of South Florida Sarasota–Manatee shared the original campus of New College of Florida (NCF), which it adopted as its honors college for more than two decades. New College and USF Sarasota-Manatee continued to share campuses until a new campus was built for USF Sarasota-Manatee and New College of Florida returned to being a separate institution.

The new campus for USF Sarasota-Manatee opened on August 28, 2006. The college campus is a 100,000-square-foot facility with twenty-four classrooms, a 190-seat lecture and exhibition hall, seminar and video-conferencing rooms, computer laboratories, student gathering places, faculty and staff offices, a technology and learning center and a library information commons.

In 2010 the campus became the home of a new facility for the radio and television networks of the university and is part of the public broadcasting network. In August 2013, USF Sarasota-Manatee took in its first freshman class. In October 2013, USFSM opened the Culinary Innovation Lab as part of the College of Hospitality and Tourism Leadership's teaching center, as well as a venue for various, signature USFSM events. In 2014, USFSM's Biology program partnered with Mote Marine Laboratory as part of its new Biology program.

USF Sarasota-Manatee, USF Athletics, USF Foundation and the Rowing Steering Committee are working together to launch USF's future Division I program for NCAA Women's Rowing Team. The USFSM campus will host the new team which will compete with seven other crew teams in the American Athletic Conference. The NCAA gave approval for the USF team in 2016 but it required USFSM and USF Athletics raise \$1 million by 2020 in order to launch the program. USFSM is hoping to raise that amount sooner.

Currently, USFSM is a commuter campus offering more than forty bachelor's degree, master's degree and certificate programs in four colleges: Liberal Arts and Social Sciences, Science and Math, Business, and Hospitality and Tourism Leadership. Day, evening, weekend and online classes serve more than 4,500 students annually. Additional information available at [www.usfsm.edu](http://www.usfsm.edu).

#### 1.4. USF Contact

Michelle Krueger, Associate Director, Business Services  
USF Sarasota-Manatee, 8350 N. Tamiami Trail, Sarasota, FL 34243  
(941) 359-4223, E-mail: [mkrueger@sar.usf.edu](mailto:mkrueger@sar.usf.edu)

#### 1.5. Visit USF, Campus Maps, and Parking Information

ITN proposals are due at Procurement Services at **USF Tampa (USFT)** *Proposals will internally be transferred to USF Sarasota-Manatee Selection Committee after USF Tampa Procurement checks the proposals in.*

##### **Information about USF Tampa (USFT)**

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

Tampa Parking & Transportation Services Campus Maps:

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

Tampa Parking & Transportation Services Visitor/Daily Parking Information:

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

##### **Information about USF Sarasota-Manatee (USFSM)**

USF Sarasota-Manatee Campus map:

<http://usfsm.edu/wp-content/uploads/2013/04/USFSM-Campus-Map-Parking-2016-17.pdf>

USF Sarasota-Manatee Parking Services Department:

<http://usfsm.edu/parking/>

## 1.6. Event Schedule

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

ITN Issue:	April 23, 2018
Vendor Questions Due:	May 14, 2018 by 2:00 PM
Response to Vendor Questions (addendum posted):	May 18, 2018
Additional addenda will be posted as necessary	Please check website
Vendor Proposals Due:	May 28, 2018 by 3:00 PM
Evaluation of Vendor Proposals:	May 31 to July 30, 2018
Intent to Award:	July 30, 2018

## **SECTION 2 – SPECIAL CONDITIONS:**

### 2.1. Vendor Questions

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

### 2.2. Response to Vendor Questions

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

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

### 2.3. Meetings

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

### 2.4. Parking

Annual, semester, monthly, weekly, or daily parking permits must be obtained from USF Parking and Transportation Services for any company vehicles and/or individual vehicles parked on campus. Parking rules and regulations must be observed by all drivers. The Vendor will ensure that all vehicles parked on campus for purposes relating to this ITN have proper parking permits. Failure to obtain permits and properly display them could result in tickets and/or towing at the company's or individual's expense.

Additional parking information is available:

USF Tampa Parking & Transportation Services: <http://www.usf.edu/administrative-services/parking/>

USF Sarasota-Manatee (USFSM) Parking Services Department: <http://usfsm.edu/parking/>

USFSM Campus map: <http://usfsm.edu/wp-content/uploads/2013/04/USFSM-Campus-Map-Parking-2016-17.pdf>

## 2.5. Evaluation Criteria

Evaluation of Vendor Proposals will be based on the evaluation factors described in Section 3. USF reserves the right to request additional information or clarification from Vendors at any stage of the process. However, Vendors should not assume they will be allowed to clarify or modify their initial Vendor Proposal.

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

## 2.6. Vendor Proposal

All Vendor Proposals must include the Invitation to Negotiate Competitive Solicitation Acknowledgement Form signed by an authorized signatory for the Vendor, and any addenda, along with all other documentation identified in the Vendor Proposal section completed and submitted in accordance with the Vendor Proposal Instructions and this ITN. Vendor Proposal must be typewritten.

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

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

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

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

## 2.7. Vendor's Responsibility

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

## 2.8. Vendor's Expense

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

## 2.9. 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 Procurement Services whose decision shall be final.

## 2.10. Open Competition

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



#### 2.11. Oral Presentations and Written Clarifications

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

#### 2.12. Negotiation with Vendors

Upon evaluation of initial Vendor Proposals, USF reserves the right to enter into negotiations with one or more Vendors. During negotiations, Vendors may be given the opportunity to improve their initial offers with regard to timing, scope of services, and pricing. Vendors should not assume that they will be allowed to amplify or modify their initial written proposal. At the conclusion of the negotiation process, USF may ask Vendors to submit a written best and final offer, memorialize in writing all agreements reached during negotiations, and extend additional benefits to USF, as applicable, to be incorporated into the Vendor Proposal and become part of the same as if originally submitted.

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.

#### 2.13. 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 regarding their qualifications, experience, service, and capability to furnish the required service(s).

The award(s) shall be made by the University to the most responsive and responsible vendor whose final proposal is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate.

#### 2.14. Proposal Tabulation

Proposal tabulation will be available after award and will be posted on the USF Procurement Services department website. The proposal tabulation is an accounting of initial proposal information received relative to requested information and may not include price information. ITN results will not be given out over the telephone. Individuals seeking additional information regarding responses to an ITN must send a written request to the USF Contact.

#### 2.15. 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.

#### 2.16. Evaluation Criteria

Evaluation will be based on criteria identified in Section III – Consulting Project Specifics. 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.

#### 2.17. Notice and Protest Procedures

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

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

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

#### 2.18. Purchase Orders

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

#### 2.19. Purchasing Card Program

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

#### 2.20. Certified Business Enterprises (CBE)

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

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

#### 2.21. Agreement for Contractual Services

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

#### 2.22. W-9 Form

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

#### 2.23. Purchases By Others

With the consent and agreement of an awarded Vendor, purchases may be made under this ITN by the following (“Entities”): USF Direct Support Organizations, other State universities, community colleges, district school boards, other educational institutions, and by other governmental agencies within the State of Florida to the extent each

such purchase is allowable under the respective Entities regulations and policies. At minimum, such purchases will be governed by the terms and conditions stated in the ITN.

#### 2.24. Taxes

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

#### 2.25. Licenses

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

#### 2.26. Availability of Funds

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

#### 2.27. Public Records Law

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

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

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

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

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

#### 2.28. Termination

Termination for Convenience. Agreement may be terminated by USF without cause upon no less than thirty (30) days written notice.

Termination for Cause. Each term and condition of Agreement is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of Agreement. Either

party may terminate Agreement in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder and such breach or default continues thirty (30) days after written notice thereof is provided to the breaching party by the non-breaching party. Any termination will become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.

Administration of Termination. All written notices under this section must be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of termination under Agreement, only fees for goods and services actually rendered by the Vendor through the date of termination, if any, will be due and payable, and all work in progress will become property of USF and will be turned over promptly by the Vendor. Upon receipt of written notice of termination, up until the date of termination, the Vendor will make reasonable efforts to limit the incursion of additional fees and perform only those services necessary for the timely delivery of work in progress to USF and/or to correct a material breach or default, as applicable. Parties to Agreement will not be relieved of the duty to perform their obligations up to and including the date of termination. A termination penalty may not be charged against USF.

#### 2.29. Cancellation

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

#### 2.30. Waiver of Rights

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

#### 2.31. Sovereign Immunity

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

#### 2.32. Limitation of Liability

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

#### 2.33. Relationship of Parties

It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners between the Parties hereto, or as constituting Vendor as the agent or representative of USF to any contracts or other obligations. Vendor must not expressly or impliedly represent to any party that Vendor and USF are partners or that Vendor is the agent or representative of USF for any purpose or in any manner whatsoever. The Parties are independent contractors and neither party will have supervision or control over the other party's employees, faculty, staff, students, representatives, or volunteers in the performance of their duties. Vendor must not use the name, logo, or intellectual property of USF for marketing purposes, or otherwise, without the prior written consent of USF.

#### 2.34. Indemnification

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

#### 2.35. Vendor Personnel

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

#### 2.36. Protection of Personal Information

To the extent Vendor comes into contact with or has USF's information in its possession, Vendor agrees to implement reasonable and appropriate safeguards to protect personal information, as defined in § 501.171, Florida Statutes and educational records as defined in § 1002.225, Florida Statutes and 20 U.S.C. § 1232 ("Personal Information"), maintain the security of Personal Information, prevent unauthorized use, access, disclosure, alteration and/or destruction of Personal Information, limit access to Personal Information it comes into contact with or possesses on behalf of USF to those of its employees who have a need to access the Personal Information in order to perform their job functions and ensure that such employees are aware of the confidentiality obligations of this Section and have agreed to comply with these obligations. Vendor also agrees that if it becomes aware of any unauthorized use, access, or disclosure of the Personal Information, or has a reasonable belief that substantial risk of unauthorized use, access, or disclosure exists, it will provide written notice to USF without unreasonable delay (but in no event, more than five (5) days) from the discovery of such unauthorized use, access, or disclosure. Vendor must cooperate fully to assist USF in identifying individuals potentially affected by such unauthorized use, access, or disclosure. Vendor will be responsible for all reasonable costs and expenses actually incurred by USF, including the cost of providing any required notifications, in connection with responding to any incident of unauthorized use, access, or disclosure of the Personal Information to the extent such incident arises from the acts or omissions of Vendor.

#### 2.37. Conflict of Interest

ITN and Agreements are subject to the provisions of Chapter 112, Florida Statutes. All Vendors must disclose with the Vendor Proposal the name of any officer, director, or agent who is also an employee of USF. Further, all Vendors must disclose the name of any USF employee who owns, directly or indirectly, an interest of 5 percent (5%) or more in the Vendor's firm or any of its branches.

By submitting a response to this ITN without such information, the Vendor certifies that to the best of his knowledge and belief no individual employed or subcontracted is an employee of USF. Violation of this section by Vendor shall be grounds for cancellation of Agreement.

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

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

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

#### 2.38. No Lobbying

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

#### 2.39. No Employee Relationships.

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

#### 2.40. Disqualified Vendor Lists

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

#### 2.41. Governing Law and Jurisdiction

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

#### 2.42. Immigration and Nationality Act

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

#### 2.43. Intellectual Property

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

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

#### 2.44. Federal Debarment

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

#### 2.45. Affirmative Action

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

#### 2.46. Americans with Disabilities Act

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

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

#### 2.47. Equal Opportunity

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a vendor under this agreement, the bidder commits to the following:

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

#### 2.48. Davis-Bacon Act

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

#### 2.49. Standards of Conduct

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

#### 2.50. Compliance with Copeland "Anti-Kickback" Act

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

- 2.50.1. Contractor. The Vendor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.P.R. pt. 3 as may be applicable, which are hereby incorporated by reference into Agreement.
- 2.50.2. Subcontracts. The Vendor shall insert in any subcontracts the clause above and such other clauses as a Federal, or other, granting agency may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

2.50.3. Breach. A breach of the contract clauses above may be grounds for termination of Agreement, and for debarment of Vendor and/or subcontractor(s), if any, as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 2.51. Byrd Anti-Lobbying Amendment

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

#### 2.52. Access to Records

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

2.52.1. The Vendor agrees to provide USF, State of Florida, funding Federal agency, Federal administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and record of the Vendor which are directly pertinent to this ITN or Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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

2.52.3. The Vendor agrees to provide any of the foregoing party's access to construction or other work sites pertaining to the work being completed under this ITN or Agreement.

#### 2.53. No Obligation

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

#### 2.54. Severability

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

#### 2.55. Relationship of Parties

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

#### 2.56. Compliance With Laws

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

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



## 2.57. Insurance

The Vendor will not commence any work in connection with Agreement until obtaining, at a minimum, all of the following types of insurance and having such insurance approved by USF. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The Vendor will furnish USF proof of insurance coverage by certificates of insurance no later than ten (10) days after Agreement is fully executed. All required insurance policies must name the University of South Florida Board of Trustees, Florida Board of Governors and the State of Florida as additional insured.

**Worker's Compensation Insurance.** The Vendor must secure and maintain, during the life of Agreement, Worker's Compensation Insurance for all his employees connected with the work of this project and, in case any work is sublet, the Vendor must require the insurance for all subcontractors' employees unless such employees are covered by the protection afforded by the Vendor's insurance. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in work at a project performed under Agreement is not protected under Worker's Compensation statute, the Vendor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to USF, for protection of the employees not otherwise protected.

**General and Automobile Liability.** The Vendor must secure and maintain during the life of Agreement, comprehensive commercial general liability and comprehensive business automobile liability insurance which will protect the Vendor, its officers, employees, servants, agents, and USF from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under Agreement whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor and the amounts of such insurance must be for, at a minimum, the amounts as follows:

### Commercial General Liability:

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

### Business Auto Liability Insurance:

Combined Single limit	\$ 500,000
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Umbrella or Excess Liability: \$1,000,000

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

## 2.58. Term of Agreement and Renewals

The term of this Agreement is intended for an initial one (1) year period commencing on a negotiated date. The University will have the option to renew the Agreement for additional time periods to meet project development requirements if it is judged to be in the best interests of the University to do so.

## **SECTION 3 – CONSULTING PROJECT SPECIFICS:**

### 3.1. University Strategic Planning

Founded in 1956, the University of South Florida is a multi-campus system and is one of the nation's top public research universities and one of only 40 public research universities nationwide with very high research activity that is designated as community-engaged by the Carnegie Foundation for the Advancement of Teaching. The University of South Florida System is comprised of three separately accredited institutions: USF Sarasota-Manatee (USFSM), USF St. Petersburg (USFSP), and USF Tampa (USFT). The USF System serves more than 47,000 students, has a \$1.6 billion annual budget, an annual economic impact of \$3.7 billion and was awarded a record \$413.6 million in research contracts and grants in FY 2013. USF is a member of the American Athletic Conference. The USF System Facts 2017-2018 indicates USF Sarasota-Manatee enrollment data as of Fall 2017 was: 1,873 Undergraduate (1,040 full-time, 833 part-time); 152 Graduate (69 full-time, 83 part-time); 102 Non-Degree seeking (12 full-time, 90 part-time).

USF System Facts and annual Fact books may be viewed at: <http://www.usf.edu/ods/resources/system-facts.aspx>

USF Sarasota-Manatee Campus Strategic Plan 2015-2020 may be viewed at: <http://usfsm.edu/strategic-plan-2/>. Highlights: One of USFSM's goals is to establish housing options for students. Another goal is to establish an NCAA women's rowing team.

USF Sarasota-Manatee Master Plan may be viewed at: <http://usfsm.edu/facilities/>

### 3.2. Scope of Student Housing Study

The University of South Florida is seeking a consulting firm with national planning and program management experience to provide services for the USF Sarasota-Manatee Campus related to Student Housing and associated services.

This is a complex project and there may be a variety of decision makers involved depending on the stage of the project(s). USF Sarasota-Manatee anticipates using the same consulting firm for all phases of the Student Housing Study in the examples outlined below, but there is no guaranteed commitment. USF Sarasota-Manatee will approve one phase at a time since each phase is dependent upon the previous phase. It is possible that vendors with different expertise may be used for certain portions.

The USF Sarasota-Manatee Senior Leadership Team is the on-campus team at USF Sarasota-Manatee that comprises the Regional Chancellor, three Regional Vice Chancellors and two Assistant Vice Presidents. The Academic and Student Affairs Council at USF Sarasota-Manatee is responsible for decision-making with regards to academics and the welfare of students and faculty. The USFSM Campus Board is a group of community leaders who are responsible for guiding the overall mission and plan of the regional campus while serving as USFSM advocates to the community. The USF Board of Trustees is responsible for cost-effective policy decisions appropriate to the system mission and the implementation and maintenance of high quality education programs within the laws and rules of the State. USF Sarasota-Manatee is a member of the Florida State University System (SUS) and operates under the control of the Board of Governors. The Board oversees the operation and management of the Florida public university system's twelve institutions.

#### 3.2.1 Phase I – Student Housing Market Analysis

The USF Sarasota-Manatee campus is interested in exploring the extent of the latent and future demand for housing on and off campus that exists from its current student population and potential student population. Answers to questions such as these are sought: What is the demand for housing at USF Sarasota-Manatee and how many students would utilize on-campus housing if it was available? What is the cost to do a housing study and how long will the work take?

The consulting project will be to prepare a study that analyzes the University of South Florida System's strategic objectives for student housing at the USF Sarasota-Manatee campus and describe a range of appropriate development agreement structures. The analysis must consider the University's strategic objectives; recent enrollment growth; opportunity for a new, on-campus mixed-use project; and implementation of a first-year live-on requirement.

Suggested tasks and considerations for Phase I, the Student Housing Market Analysis, might include, but are not limited to:

**Vision** - An analysis to assess USF Sarasota-Manatee's vision for the desired role of new housing facilities in supporting the University's strategic objectives. The study will result in information that will be synthesized to prioritize the strategic objectives that must be accomplished in order for the University to achieve its objectives.

**Demographic Analysis** - A detailed demographic analysis of the geographic, economic, and demographic factors of the institution and the local community must be included. The analysis should consider all relevant factors, including age, race, gender, student geographic area of origin, athletes, scholarship recipients, international students, source of housing payments to include financial aid, etc.

Student Housing Market Analysis - A detailed student housing market analysis to assess the demand for student housing. The student housing market analysis will include focus groups, web based surveys, interviews with institution staff (especially those involved in student life), off campus housing analysis, peer institution analysis, and student preferences. Any online surveys must achieve a minimum 10% response rate of students currently enrolled at the institution. The demand analysis will take into consideration the results of the demographic analysis and institution enrollment projections in determining housing demand, demographic markets, type and housing cost. The demand analysis must also identify any potential impact on enrollment and student housing at other USF institutions.

Off-Campus Market Analysis - An analysis of the off-campus market is to be completed in order to understand the diversity and availability of housing accommodations proximate to USF Sarasota-Manatee campus.

Project Objective Alignment - Align project objectives with University enrollment planning and with demand from targeted well-qualified students for student housing.

Proposed Schedule - Describe your proposed approach to the project with a corresponding schedule.

Expectations from USF Sarasota-Manatee - Provide a summary explanation of the expected data, resources, and participation that your team will require of USFSM.

Costs - For the proposal, provide assumptions for costs and benefits and a discussion of the rationale for those. Please indicate diverse-owned business participation in the proposal (such as minority, women or veteran owned enterprises). Discuss the merits of the unique features of the proposal, including software and University cost management features.

Results of the Student Housing Market Analysis will be reviewed and considered by the USFSM Senior Leadership Team and others. If it is determined that the process should continue, then USFSM would discuss Phase II with the consultant.

### 3.2.2 Phase II - Housing Type Analysis

During the Phase I process, if it is determined that there is a sufficient demand for housing, then Phase II may be considered to determine what kind of housing the campus wants.

The Housing Type Analysis should include an estimate of projected housing needs, rental rates, and operation and maintenance expenses over a 30-year horizon. An analysis should also be made to determine what support facilities will be required for the proposed new housing, including but not limited to: dining services; recreation; and other functions such as police and student life. The Housing Type Analysis should aim to quantify space needs and translate the results into a project concept that furthers the University's strategic objectives.

Define and evaluate each component of the project, which should include programmatic goals and market analyses including modeling demand for on-campus housing from well-qualified geographically diverse students, political issues, and capital and operating factors to determine the direct impact of various scenarios on the University. Benchmark the development project to best practices for on-campus student housing development, best practices in the University Housing industry, and best practices for key agreement structure terms at peer institutions. Develop an integrated pro forma financial model; develop short-term and long-term development funding strategies; and assess effects on the University's financial statements and credit. Provide clearly documented analyses of risks/benefits of alternative development strategies compared to the traditional tax-exempt financing and management model employed by the University for student housing. Develop recommendations for the amount of housing and recreation space that should be considered for inclusion in an eventual on-campus development effort. Provide a compelling value proposition to well-qualified students from a broad geographic area.

Proposed Schedule – Describe your proposed approach to the project with a corresponding schedule.

Expectations from USF Sarasota-Manatee - Provide a summary explanation of the expected data, resources, and participation that your team will require of USFSM.

Costs - For the proposal, provide assumptions for costs and benefits and a discussion of the rationale for those. Please indicate diverse-owned business participation in the proposal (such as minority, women or veteran owned

enterprises). Discuss the merits of the unique features of the proposal, including software and University cost management features.

Results of the Housing Type Analysis will be reviewed and considered by the USFSM Senior Leadership Team and others. If it is determined that USFSM would like to continue the process, then Phase III will be discussed with the consultant.

### 3.2.3 Phase III - Assistance with Design of Housing

During the Phase II process, if it is determined that the project concept furthers the University's strategic objectives, then Phase II may be considered to determine what type of housing design is needed.

This phase would include a review of pre-development and development agreements to ensure alignment with strategic objectives. Assist with an RFQ/ITN/RFP process. The process may include identification of a private sector student housing development project partner and development of campus operational and infrastructure requirements.

Comply with University building codes, standards, and regulatory requirements. Consider the design tenants adopted by the Association of College and University Housing Officers – International (ACUHO-I) 21st Century Project focused on sustainability, flexibility, community, and technology.

Consideration should be given to items such as, but not limited to:

- Balance Self-Sufficiency with Financial Accessibility
- Creation of a Common Social Experience
- Provide a Safe, Secure Community Environment
- Deliver a Progressive Housing Model
- Ensure that Students Receive Appropriate Level of Support
- Support Relationship between Academics and Housing
- Provide a Positive Impact during USFSM's Campus Tour

Proposed Schedule - Describe your proposed approach to the project with a corresponding schedule.

Expectations from USF Sarasota-Manatee - Provide a summary explanation of the expected data, resources, and participation that your team will require of USFSM.

Costs - For the proposal, provide assumptions for costs and benefits and a discussion of the rationale for those. Please indicate diverse-owned business participation in the proposal (such as minority, women or veteran owned enterprises). Discuss the merits of the unique features of the proposal, including software and University cost management features.

If it is determined that USFSM Senior Leadership would like to continue the process, then Phase IV will be discussed with the consultant to determine what specific areas need to be considered.

### 3.2.4 Phase IV – Assistance with Oversight of Housing Construction

During the Phase III process, the design of the campus housing would be determined and assistance may be needed with oversight of project designs, facility development program (scope, budget, and schedule), and phased implementation of construction that will provide consistency throughout the multi-year redevelopment project to ensure that goals and standards are met.

Proposed Schedule - Describe your proposed approach to the project with a corresponding schedule.

Expectations from USFSM - Provide a summary explanation of the expected data, resources, and participation that your team will require of USF Sarasota-Manatee.

Costs - For the proposal, provide assumptions for costs and benefits and a discussion of the rationale for costs / benefits. Please indicate minority, women or veteran owned participation in the proposal. Discuss the merits of the unique features of the proposal, including software and University cost management features.

### 3.3. Vendor Qualification and Documentation

#### Vendor Introduction

Letter of Interest/ Summary Qualification Statement – Provide a cover letter signed by the owner/ officer of the firm summarizing Vendor’s interest in providing the desired services and confirming the accuracy of the information submitted. Provide brief Vendor history and overview of qualifications including location(s) of office(s) responsible for providing the required services. Identify any joint venture or affiliated relationship if relevant to this ITN.

#### Vendor Experience & Qualifications

Vendors responding to this Invitation to Negotiate must have a minimum of five (5) years of experience conducting comprehensive student housing feasibility studies. Experience with educational institutions in establishing initial campus housing programs is strongly preferred.

Please describe relevant Vendor experience with this type of consulting engagement. Please provide a statement to demonstrate the breadth, depth, and relevance of work with focus on how it relates to each phase of the Student Housing Study. Please include work that key staff have done and explain how the experience translates for the benefit of the USF Sarasota-Manatee Student Housing Study.

Experience with educational institutions in establishing new campus housing programs is preferred. Please specifically list and highlight your experience with student housing market study consulting engagements for establishing a new housing program for previously commuter campuses. Indicate clients, size of relationship and role and include a brief description of campus transition to residential and lessons learned.

Include expertise and examples in assessing the need for campus amenities, such as but not limited to food services, which may be needed to support a successful new student housing program, as related to facilities and operational considerations. Vendor may wish to include: Student housing studies conducted inside and outside the State of Florida (limited to ten) and Demographic studies conducted for colleges and university in the State of Florida (limited to five).

Include resumes for specific team members that would be assigned to this consulting engagement. Please include anticipated responsibilities, current workload, and ability to appropriately provide services. Any experience outside your firm should be identified in the respective individual’s resume.

Provide three references from similar consulting engagements. Include contact name, title, address and phone number.

### 3.4. Fee and Terms

Each Vendor’s proposal shall provide the proposed fee and expenses for each phase of the Student Housing Study.

### 3.5. Exceptions

Provide any exceptions to the requested information in your proposal.

### 3.6. Proposal Submissions

Each Vendor Proposal must include one (1) original Vendor Proposal clearly marked as “Original”, two (2) identical copies clearly marked as “Copy”, and one (1) identical digital copy on USB flash/thumb drive.

The Proposal hard copies should be submitted on 8.5” x 11” sized paper to make reproduction feasible as needed by the University and should not exceed 40 single sided pages, including pictures, charts, graphs, tables, and text that the vendor deems appropriate to be part of the review of the response. Vendor Proposals that do not include all of the requested copies may be disqualified at the sole discretion of USF. The digital copy must contain all required elements and be submitted as a single Adobe PDF file with standard 8.5” x 11” page size. Resumes of key personnel may be appended to the end of vendor’s proposal. Resumes of key personnel along with the cover letter, table of contents, front and back covers, required forms, and blank section/numerical dividers, etc. will not be counted in the 40-page limit. No supplemental information to the 40-page ITN proposal will be allowed. Proposal contents should be presented in the same order as the requirements listed in Section 3.8 “Vendor Proposal Submission Checklist.”

### 3.7. Evaluation Factors

The ITN Selection Committee may be comprised of representatives from various areas, such as Admissions, Student Services, Students, Faculty, Academics, Facilities, Administration, Technology Services, Government Relations, and Procurement Services.

Evaluation of proposals will be based primarily on the Vendor's written responses to the information requested in this ITN. 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.

Written responses to the ITN will be evaluated, preliminary interviews may be conducted, and references may be verified and reviewed. The University will compare the proposals according to the following:

- Vendor's capabilities
- Vendor's team qualifications
- Vendor's relevant experience, including Student Housing Market Study experience with educational institutions in establishing initial campus housing programs.
- Proposed comprehensive plan of advisory services for project approach, schedule and other components
- Fees for each component and terms
- References

In the sole determination of the University, selected Vendors may be invited to continue in a negotiation process. Negotiations offer an opportunity for the selected Vendors to discuss their proposals in greater detail with the University's evaluation team.

At the conclusion of this negotiation process, the University will notify those Vendors it is most interested in, based on their proposal, services, and cost to the University. Each of these Vendors may be asked to submit a refreshed offer and/or best and final offer to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. An invitation to submit a best and final offer is not automatic. After this negotiation, a final Vendor may be selected.

### 3.8. Vendor Proposal Submission Checklist


Tab A - Required Forms:

- Invitation to Negotiate Competitive Solicitation Acknowledgement Form completed and signed.
- Acknowledgement of all issued addenda completed and signed. Addenda posted: <http://www.usf.edu/business-finance/purchasing/public-bids/available-bids.aspx>
- Vendor Acknowledgement (Bidder's Affirmation and Declaration)
- Diverse-Owned Business Classification
- Certificate of Non-Segregated Facilities
- Purchase Order Payment Preference

Tab B - Vendors Response to ITN:

- Vendor's Qualification Documentation
- Vendor's Proposal Addressing Scope and Specifications

3.9. Invitation to Negotiate Competitive Solicitation Acknowledgement Form

 <p><b>INVITATION TO NEGOTIATE Competitive Solicitation Acknowledgment Form</b></p>		<p><b>Submit Proposal To:</b> University of South Florida Procurement Services 4202 E. Fowler Ave. SVC 1073 Tampa, FL 33620 Phone (813) 974-2481 <a href="http://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx">http://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx</a></p>
<b>ITN No:</b> 18-01-SAR	<b>Title:</b> Consulting Services for Student Housing Study for USF Sarasota-Manatee Campus	
<b>Date of Issue:</b> April 23, 2018	<b>Proposal Due:</b> May 28, 2018, 3:00 PM	
<b>USF Point of Contact</b>		
<b>Name:</b> Michelle Krueger	<b>Email:</b> mkrueger@sar.usf.edu	
<b>Vendor Information</b>		
<b>Company Name:</b>		
<b>Mailing Address:</b>		
<b>City, State, Zip Code:</b>		
<b>Office Telephone No.:</b>		
<b>Vendor Representative's Telephone No.:</b>		
<b>Fax No.:</b>		
<b>Email Address:</b>		
<p><u>Business Certifications</u> Check all that apply:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> African American</li> <li><input type="checkbox"/> American Women</li> <li><input type="checkbox"/> Asian-Hawaiian</li> <li><input type="checkbox"/> Government Agency</li> <li><input type="checkbox"/> Hispanic</li> <li><input type="checkbox"/> MBE Federal</li> <li><input type="checkbox"/> Native American</li> <li><input type="checkbox"/> Non-Minority</li> <li><input type="checkbox"/> Non-Profit Organization</li> <li><input type="checkbox"/> Pride</li> <li><input type="checkbox"/> Small Business Federal</li> <li><input type="checkbox"/> Small Business State</li> <li><input type="checkbox"/> Veteran/Service Disabled</li> </ul>	<p>I certify that I am authorized to sign this Vendor Proposal on behalf of the Vendor and that the Vendor is in compliance with all requirements of the ITN, including but not limited to, certification requirements. The Vendor hereby agrees to abide by all terms and conditions of this ITN and the Vendor Proposal and to perform accordingly. In submitting Vendor Proposal to an agency of the State of Florida, Vendor offers and agrees that if the Vendor Proposal is accepted, the Vendor will convey, sell, assign, or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State of Florida's discretion, such assignment shall be made and become effective at the time the procurement agency tenders final payment to the Vendor.</p> <p>_____</p> <p><b>Printed Name/Title</b></p> <p>_____</p> <p><b>Authorized Vendor Representative's Signature</b></p>	

3.10. Vendor Acknowledgments (“Bidder’s Affirmation and Declaration”)

**Bidder’s Affirmation and Declaration**

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

Vendor, if an individual, is of lawful age to conduct business and enter legally binding agreements; or

That if:

- The Vendor is a partnership or a corporation, it has been formed legally;
- The Vendor is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
- The Vendor is a corporation incorporated under the law of a state other than Florida; it is duly authorized to do business in the State of Florida.

That if the Vendor is using a fictitious name, they have complied with the Fictitious Name Statute of the State of Florida.

That the Vendor has not submitted a rigged bid, nor engaged in collusive bidding or collusive bidding arrangements or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Vendor acknowledges that any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract under such circumstances invalid.

That the Vendor is not in arrears to any agency in the State of Florida upon debt or contract and is not a defaulter, as surety or otherwise upon any obligation to any agency of the State of Florida.

That no officer or employee of USF, either individual or through any firm, corporation or business of which they are a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between USF and this Vendor or awarded to this Vendor; nor shall any USF officer or employee have any financial interest in assisting the Vendor to obtain, or in any other way effecting, the award of this ITN or Agreement or obligation to this Vendor.

That, by submitting this Vendor Proposal, the Vendor certifies that they have fully read and understand the bid method and have full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.

Vendor has carefully read this ITN, including any applicable technical specification, drawings, and other attachments, attended all applicable pre-proposal meetings and site visits, and with the full knowledge and understanding of the requirements and conditions therein, does hereby agree to furnish and to deliver as indicated, F.O.B. USF location, with all transportation charges prepaid, and for the prices quoted in the Vendor Proposal.

Vendor Name: \_\_\_\_\_

Type of Organization:     Individual                       Small Business                       Non-Profit  
 Partnership                       Corporation     Joint Venture

Business is licensed, permitted or certified to do business in the State of Florida:  Yes  No

State of Florida Corporation ID No. (from Secretary of State): \_\_\_\_\_

State of Florida Fictitious Name Reg. No. (from Secretary of State): \_\_\_\_\_

FEID No. \_\_\_\_\_



Representative's Name: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Vendor Representative's Signature

NOTARY PUBLIC

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_

\_\_\_\_\_ (Representative Name) as

\_\_\_\_\_ (Representative Title) for

\_\_\_\_\_ (Vendor Name).

\_\_\_\_\_  
Signature of Notary Public

(NOTARY SEAL) \_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

3.11. Diverse-Owned Business Classification

**Diverse-Owned Business Classification Form**

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

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

Small Business Administration (SBA)		Florida Department of Management Services (DMS) Office of Supplier Diversity (OSD)		Uncertified Business	
<i>Certification</i>	<i>Mark, if applicable</i>	<i>Certification</i>	<i>Mark, if applicable</i>	<i>At least 51 percent owned and controlled by one or more</i>	<i>Mark, if applicable</i>
Women-Owned Small Business (WOSB)	<input type="checkbox"/>	African American	<input type="checkbox"/>	African American	<input type="checkbox"/>
8(a) Business Development (BD) Program	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>
Historically Underutilized Business Zone (HUB-zone)	<input type="checkbox"/>	Asian American	<input type="checkbox"/>	Asian American	<input type="checkbox"/>
Service-Disabled Veteran-Owned Small Business Concern (SDVOSBC)	<input type="checkbox"/>	Native American	<input type="checkbox"/>	Native American	<input type="checkbox"/>
Small Disadvantaged Business	<input type="checkbox"/>	Woman Owned	<input type="checkbox"/>	Woman Owned	<input type="checkbox"/>
		Veteran Owned	<input type="checkbox"/>	Veteran Owned	<input type="checkbox"/>
		Service Disabled Veteran Owned	<input type="checkbox"/>	Service Disabled Veteran Owned	<input type="checkbox"/>
		Other:		<hr/>	<input type="checkbox"/>
If Vendor selected one or more SBA or OSD certifications, then please provide current copies of all your certifications as part of your Vendor Proposal.					

3.12. Certificate of Non-Segregated Facilities

**Certificate of Non-Segregated Facilities**

We, \_\_\_\_\_ (Vendor Name), certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

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

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

**NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES.** A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

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

Vendor Name: \_\_\_\_\_

Authorized Vendor  
Representative's Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

3.13. Purchase Order and Payment Preference

**Purchase Order and Payment Preference**

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, "Pcard")

\_\_\_\_\_ Automated Clearing House (ACH)  
*(Awarded vendors may request ACH payment option selection through USF Accounts Payable)*

**Signature**

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

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

\_\_\_\_\_  
Name of Person Signing Application (type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **SECTION 4 – EXHIBITS:**

### **Exhibit A, Sample Agreement**

*USF will complete agreement with Vendor that is awarded the contract.*

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

NOWHEREFORE, the Parties hereby agree as follows:

1. **Award.** This Agreement is being entered pursuant to USF Invitation to Negotiate ITN # 00-00-XX Description (“ITN”) to which Vendor was a respondent. This Agreement is subject to compliance with all the terms and conditions of the ITN and specifications set forth therein, as well as, any amendment or revision thereto, as applicable. The terms of the ITN and the Vendor’s proposal in response to the ITN (“Vendor Proposal”) are expressly incorporated into this Agreement. The terms of this Agreement, the ITN, and the Vendor Proposal are intended to be read in conjunction with each other to every extent possible; however, in the event of a conflict, the documents will control in the following priority: 1) Agreement; 2) ITN; and 3) Vendor Proposal.
2. **Services.** USF hereby engages Vendor to provide the services, goods, work product, and/or other deliverables (“Services”) as described in ITN and Vendor Proposal incorporated herein by reference.
3. **Term.** The initial term of this Agreement is for 1 year beginning on the Effective Date. Any renewals will be in accordance with ITN.
4. **Amount.** There is no minimum or maximum total contract amount guaranteed pursuant to this Agreement. USF will engage Vendor as needed on a project-by-project basis in accordance with the terms and conditions of the ITN.
5. **Payment.** All Vendors providing Services to USF must submit invoices to USF in order to receive payment. USF will issue the Vendors’ payment within thirty (30) days after receipt of an acceptable invoice and receipt, inspection, and acceptance of Services provided in accordance with the terms and conditions of the this Agreement. If the payment is not made within forty (40) days, a separate interest penalty (established pursuant to § 55.03, Florida Statutes) on the unpaid balance will be paid upon Vendor’s written request to USF, providing said request is received by USF no later than thirty (30) days from the date shown on USF’s check. Interest of less than One Dollar (\$1) will not be enforced.

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

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

6. **Travel Expenses.** There are 2 possible options for the agreement – subject to negotiation. Vendors should indicate in their proposals how they propose travel expenses will be handled. Options (please strike out one of the options):

*“Travel costs will be reimbursed in accordance with section 112.061, Florida statute. The university travel information is available at: <http://www.usf.edu/business-finance/controller/payment-services/index.aspx>.”* In other words, USF will only pay vendor for travel expenses that follow the same rules as USF employees and students follow. The USF Travel manuals are available from the website.

*“There are no travel costs associated with this Agreement. Any travel expenses will be paid by Vendor.”* In other words, no invoices will be sent to USF that itemize travel. The Vendor’s Proposal has all their costs built into the fee structure, travel included.

7. Ancillary Expenses. Ancillary expenses will be reimbursed as specified in Vendor Proposal and mutually agreed upon in negotiations.
8. Amendments. Any changes, amendments, or modifications to the Agreement must be in writing and signed by both parties to be effective.
9. Assignment. Vendor may not, without the advance written approval of USF, assign any right or delegate any duties hereunder nor may it transfer, pledge, surrender, or otherwise encumber or dispose of its interest in any portion of the Agreement.
10. Public Records Law. USF and Vendor agree not to directly or indirectly disclose to third parties any confidential or proprietary information. Notwithstanding the preceding statement or any other confidentiality provisions in the Agreement, as an agency or subdivision of the State of Florida, USF is subject to Chapter 119, Florida Statutes (“Florida Public Records Act”). As such, the Agreement and all associated materials and information may be considered a “public record”. While USF will endeavor not to voluntarily disclose the Agreement or other associated information, it reserves the absolute right to interpret its legal obligations under the Florida Public Records Act. Any necessary disclosure of the Agreement or any other information pursuant to a public records request will not be considered a breach of any confidentiality provisions.

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

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

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

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

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

<b>Addressee:</b>	[Department Name]	[Sample for Vendor]
<b>Street Address:</b>	[Street Address]	[Street Address]
<b>City, State, Zip:</b>	[City, State, Zip]	[City, State, Zip]
<b>Email Address:</b>	[Procurement Email; Dept Contact Email]	[email]

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

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

**UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES**

**[VENDOR NAME]**

Signature: Sample Only – Do not sign

Signature: Sample Only – Do not sign

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit B, Directions and Map

**Directions to ITN Bid Opening  
at USF Procurement Services  
4202 E. Fowler Avenue, SVC 1073, Tampa, FL 33620  
Phone: (813) 974-2481**

Proposals will be opened at the USF Tampa campus Procurement Services office to check-in the contents. Proposals will be transported to the USF Sarasota-Manatee campus for review by the Selection Committee. Vendors may attend the opening, but are not required to do so.

**Mailing Proposals** - If a Vendor Proposal is mailed, the Vendor must allow sufficient time to ensure USF receives the Vendor Proposal by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure a Vendor Proposal is delivered by the deadline. Vendor Proposals arriving after the prescribed time may be rejected at USF's sole discretion. Rejected Vendor Proposals will be returned unopened to the Vendor.

### Personal Delivery -

1. Enter at the University's main entrance off of Fowler Avenue.
2. *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 **parking permit** prior to visiting Procurement Services.*
3. The USF Campus Information Center (building on your right that looks like a drive-through bank) is available for daily parking permit purchases for \$5.00 plus tax (*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.**
4. 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.
5. Turn right at USF Mango Drive. Proceed to Collins Blvd. Parking Facility (GBG).
6. **The Collins Blvd. Parking Facility has a parking pay station** located on the street level entrance at the north-west corner of the garage. The GBG is the closest parking available near Procurement Services. Parking may be purchased in increments and parking in the garage must only be done in designated areas. (Alternatively, campus visitors are not required to park in the GBG. They may choose to park in a different parking lot – but they may only park in designated lots and areas for visitors. Information about these visitor permits are available at Tampa Parking & Transportation Services Visitor/Daily Parking Information: <http://www.usf.edu/administrative-services/parking/permits/visitor-daily-permits.aspx>)
7. The Procurement Services offices are located in the SVC Building, which is directly north and next door to the Collins Blvd. Garage.
8. Once parked, walk in a northerly direction (orient by parking pay station) to the connector bridge (SVC Bldg. should be visible).
9. Take elevator in SVC Bldg. to 1st floor and look left getting off the elevator for Procurement Services area (in the 1072 suite area).
10. NOTE: You may request a Campus Map at the Campus Information Center.
11. 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 obtain a parking permit from either the Campus Information Center or the garage parking meter prior to visiting Procurement Services.**

Tampa Parking & Transportation Services Campus Maps: <http://www.usf.edu/administrative-services/parking/maps/>



