UNIVERSITY OF SOUTH FLORIDA

INVITATION TO BID

ITB# 19-14-YH

PARKING AND TRANSPORTATION SERVICES
PTA-PTB HVAC REPLACEMENT

The University of South Florida Board of Trustees, a public body corporate (“USF”) is requesting Vendor Bids (Section 2) from qualified State of Florida Certified General Contractors and/or State of Florida Certified Mechanical Contractors (hereinafter, “Vendor(s)”) for this USF Invitation to Bid ITB# 19-14-YH Parking and Transportation Services PTA-PTB HVAC Replacement (“ITB”) as specified herein.

Please note Vendor Bids must be submitted no later than **February 20, 2019 by 2:00 PM**. Any questions concerning this ITB should be directed to Muhammed Higgins, Senior Procurement Agent, Procurement Services: higginsy@usf.edu.

There is a Mandatory Pre-Bid Meeting for this ITB.

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

1.1. Opening Note to Vendors

Vendor Bids must be delivered in sealed envelopes/packages clearly marked ITB # 19-14-YH addressed to University of South Florida, Procurement Services, 4202 East Fowler Avenue SVC 1073, Tampa, Florida 33620, no later than Wednesday, February 20, 2019 by 2:00 PM according to the official clock located in the USF Procurement Department. No other timekeeping source will be considered for this purpose. Vendor Bids arriving after the prescribed time will be rejected at USF's sole discretion. Rejected Vendor Bids will be returned unopened to the Vendor. Vendor Bids, and revisions thereto, will not be accepted at any time by fax or email. Accepted Vendor Bids will be opened and recorded immediately after the time specified above.

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

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

1.2. Purpose of ITB

USF invites Vendor Bids to complete the minor construction project as described in the Technical Specifications (Section 3). The purpose of this ITB is to select the lowest, qualified Vendor Bid. Any agreement(s) entered pursuant to this ITB (hereinafter, “Agreement(s)”) and/or purchase order(s) issued pursuant to this ITB (hereinafter, “PO(s)”) must comply with Florida law, Florida Board of Governors (“BOG”) Regulations and Guidelines, and USF Regulations and Policies, as well as, incorporate by reference the terms and conditions of this ITB.

1.3. Description of University

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

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

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

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

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

1.4. USF Contact

Muhammed Higgins, Senior Procurement Agent
USF Procurement Services
4202 E. Fowler Avenue, SVC 1073
Tampa, FL 33620
Email: higginsy@usf.edu
1.5. Visit USF, Campus Maps, and Parking Information

Visit USF:
http://www.usf.edu/about-usf/visit-usf.aspx

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

Parking & Transportation Services Visitor/Daily Parking Information:
http://www.usf.edu/administrative-services/parking/permits/visitor-daily-permits.aspx

1.6. Event Schedule

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

ITB Issue: Friday, January 18, 2019
Mandatory Pre-Bid Meeting: Wednesday, February 6, 2019, 2:00 PM
Vendor Questions Due: Monday, February 11, 2019, by 2:00 PM
Response to Vendor Questions: Wednesday, February 13, 2019, by 2:00 PM
Vendor Bids Due: Wednesday, February 20, 2019, by 2:00 PM
Evaluation of Vendor Bids: Friday, February 22, 2019
Intent to Award: Friday, March 1, 2019

1.7. Pre-Proposal Meeting

Vendors must attend mandatory Pre-Proposal Meeting to be held in Procurement Services, University of South Florida, 4202 East Fowler Avenue, SVC 1073, Tampa, Florida 33620 on Wednesday, February 6, 2019 at 2PM.

Arrival after the designated time according to the official clock located in USF Procurement Services may result in a Vendor’s exclusion from the Pre-Proposal Meeting. No other time keeping device will be considered for this purpose.

It is solely the Vendor’s responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including, but not limited to, possible interference from academic or other USF activities. USF representative(s) will be available at the Pre-Proposal Meeting to answer questions related to ITB. However, any verbal statement by any person will be non-binding. USF is not liable for any cost incurred in connection with the preparation, production, or submission of the Vendor Proposal, including any costs resulting from the Vendor accepting verbal direction. All changes or clarifications to the ITB, if any, will only be made through written addendum distributed by Procurement Services by email and posted on the Procurement Services website. Vendor should follow up with USF Contact in writing to ensure an answer to a question discussed during the Pre-Proposal Meeting is included in a written addendum to the ITB. Vendor is responsible for providing USF Contact accurate email address(es) in order to be sent addenda directly.

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

2.1. Vendor Bid Instructions

The following documentation must be completed as instructed and included with your Vendor Bid:

2.1.1. Vendor Bid Checklist. Vendor must complete this form and include it as the cover page for its Vendor Bid.

2.1.2. Invitation to Bid Acknowledgment Form. Vendor must complete this form and have it signed by a vendor representative authorized to sign and enter agreements on behalf of the Vendor (“Authorized Vendor Representative”).

2.1.3. Vendor Acknowledgments. Vendor must complete both pages of this form, have it signed by an Authorized Vendor Representative, and notarized by a Florida Notary Public. Vendor should mark any fields which are not applicable as “N/A”.

2.1.4. Price Sheet. Vendor must complete all pages of this form as instructed, have it signed by an Authorized Vendor Representative, and notarized by a Florida Notary Public.

2.1.5. Business Classification. Vendor must complete this form as directed.

2.1.6. Attestation of Principal Place of Business. All Vendors must complete this form and have it signed by an Authorized Vendor Representative. Vendors whose principal place of business is outside Florida must have portions of this form completed and signed by an attorney licensed to practice law in the state of their principal place of business.

2.1.7. Certificate of Non-Segregated Facilities. Vendor must complete this form and have it signed by an Authorized Vendor Representative.

2.1.8. Additional Attachments. Vendor must include copies of the following:

2.1.8.1. Florida Business License;

2.1.8.2. Florida Certified General and/or Mechanical Contractors license; and,

2.1.8.3. SBA/OSD Certifications, if applicable.

2.1.8.4. Contractor’s Qualification Statement (as provided in Project Manual)
2.2. Vendor Bid Checklist

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2.3. Invitation to Bid Acknowledgment Form

UNIVERSITY OF SOUTH FLORIDA

INVITATION TO BID
Acknowledgment Form

Submit Bid To:
University of South Florida
Procurement Services
4202 E. Fowler Ave. SVC 1073
Tampa, FL 33620
Phone (813) 974-2481
http://www.usf.edu/business-finance/purchasing/staff-procedures/index.aspx

ITB No: 19-14-YH

Date of Issue: January 18, 2019

Title: PTA-PTB HVAC Replacement

Bid Due: Wednesday, February 20, 2019, by 2:00 PM

USF Point of Contact

Name: Muhammed Higgins

Email: higginsy@usf.edu

Vendor Information

Company Name:

Mailing Address:

City, State, Zip Code:

Office Telephone No.:

Vendor Representative’s Telephone No.:

Fax No.:

Email Address:

If NO BID, please mark box here: ☐ Provide reason for NO BID:

I certify that I am authorized to sign this Vendor Bid on behalf of the Vendor and that the Vendor is in compliance with all requirements of the ITB, including but not limited to, certification requirements. The Vendor hereby agrees to abide by all terms and conditions of this ITB and the Vendor Bid and to perform accordingly. In submitting Vendor Bid to an agency of the State of Florida, Vendor offers and agrees that if the Vendor Bid 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.

___________________________
Printed Name/Title

___________________________
Authorized Vendor Representative’s Signature
2.4. Vendor Acknowledgments

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

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

2.4.2. That if:

2.4.2.1. The Vendor is a partnership or a corporation, it has been formed legally;

2.4.2.2. The Vendor is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,

2.4.2.3. The Vendor is a corporation incorporated under the law of a state other than Florida; it is duly authorized to do business in the State of Florida.

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

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

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

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

2.4.7. That, by submitting this Vendor Bid, the Vendor certifies that they have fully read and understand the bid method and have full knowledge of the scope, nature, and material to be supplied and/or the services to be rendered.

2.4.8. Vendor has carefully read this ITB, including any applicable technical specification, drawings, and other attachments, attended all applicable pre-bid 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 Bid.

2.4.9. Vendor Name: ____________________________________________

2.4.10. Type of Organization: ☐ For Profit ☐ Non-Profit ☐ Limited Liability Company

2.4.11. Federal Tax Classification: ☐ Individual ☐ Partnership ☐ Trust/estate

☐ C Corporation ☐ S Corporation ☐ Non-Profit

2.4.12. FEID No. ____________________________________________

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

2.4.14. State of Florida Corporation ID No. (from Secretary of State): _________________________________

2.4.15. State of Florida Fictitious Name Reg. No. (from Secretary of State): ________________________________
2.4.16. State of Florida Contractor’s License No. (from DBPR):_______________________________

2.4.17. Name Contractor’s License is under:_____________________________________________

2.4.18. Representative’s Name:_________________________________________________________

2.4.19. Representative’s Title:___________________________________________________________

2.4.20. Address:_____________________________________________________________________

2.4.21. City:_________________________ State:_________ Zip Code:_________________________

2.4.22. Telephone No.:_______________________________________________________________

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

_________________________________________
Authorized Vendor Representative’s Signature

NOTARY PUBLIC

STATE OF ________________________________

COUNTY OF ______________________________

The foregoing instrument was acknowledged before me this ____ day of _________________, 20____, by
_________________________________________ (Representative Name) as _______________________

(Representative Title) for _____________________________________________________________ (Vendor Name).

________________________________________
Signature of Notary Public

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

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _________________________________
2.5. **Price Sheet**

2.5.1. **Base Bid:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Line Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5.1.1</td>
<td>BASE BID</td>
<td></td>
</tr>
<tr>
<td>2.5.1.2</td>
<td>BASE BID - Performance &amp; Payment Bond</td>
<td></td>
</tr>
<tr>
<td>2.5.1.3</td>
<td>BASE BID - Total Bid Price (Item 1 plus Item 2)</td>
<td></td>
</tr>
</tbody>
</table>

2.5.2. **Vendor Hourly Rates for Change Order(s) (for work to be self-performed by Vendor):**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Labor Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5.2.1</td>
<td>Project Manager</td>
<td>$ _____/hr</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ _____/hr</td>
</tr>
<tr>
<td>2.5.2.2</td>
<td>On site Supervisor</td>
<td>$ _____/hr</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ _____/hr</td>
</tr>
<tr>
<td>2.5.2.2</td>
<td>Other: ___________________________________________</td>
<td>$ _____/hr</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ _____/hr</td>
</tr>
</tbody>
</table>

The duly authorized representative of the Vendor hereby executes this Price Sheet (Section 2.5) as part of Vendor Bid completed, signed, and submitted by Vendor in accordance with the terms and conditions of the ITB and specific Vendor Bid Instructions (Section 2.1) on the date indicated below.

__________________________________________________
Authorized Vendor Representative’s Signature

NOTARY PUBLIC

STATE OF ________________________________________
COUNTY OF ______________________________________

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

_______________________________________________ (Representative Name) as_________________________________ (Representative Title)

for _______________________________________________ (Vendor Name).

_______________________________________________
Signature of Notary Public

(NOTARY SEAL) ____________________________________

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _______Type of Identification Produced: __________________
2.6. **Business Classification**

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

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

<table>
<thead>
<tr>
<th>Small Business Administration (SBA)</th>
<th>Florida Department of Management Services (DMS) Office of Supplier Diversity (OSD)</th>
<th>Uncertified/Other Certified Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification</td>
<td>Mark, if applicable</td>
<td>Certification</td>
</tr>
<tr>
<td>Women-Owned Small Business (WOSB)</td>
<td>☐</td>
<td>☐ African American</td>
</tr>
<tr>
<td>8(a) Business Development (BD) Program</td>
<td>☐</td>
<td>☐ Hispanic American</td>
</tr>
<tr>
<td>Historically Underutilized Business Zone (HUBzone)</td>
<td>☐</td>
<td>☐ Asian American</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Small Business Concern (SDVOSBC)</td>
<td>☐</td>
<td>☐ Native American</td>
</tr>
<tr>
<td>Small Disadvantaged Business</td>
<td>☐</td>
<td>☐ Woman Owned</td>
</tr>
<tr>
<td>Veteran Owned</td>
<td>☐</td>
<td>☐ Veteran Owned</td>
</tr>
<tr>
<td>Service Disabled Veteran Owned</td>
<td>☐</td>
<td>☐ Service Disabled Veteran Owned</td>
</tr>
<tr>
<td>Other Certification</td>
<td>☐</td>
<td></td>
</tr>
</tbody>
</table>

If Vendor selected one or more SBA or OSD certifications, provide current copies of all your certifications as part of your Vendor Bid.
2.7. Attestation of Principal Place of Business

INSTRUCTIONS: If your principal place of business is located within the State of Florida, provide the Vendor information as indicated below and return this form with your Vendor Proposal. No further action is required. If your principal place of business is outside of the State of Florida, the full form must be completed by an attorney and returned with your Vendor Proposal.

Vendor Name ___________________________  Vendor Principal Place of Business__________________________

Vendor Signature _______________________  Title______________________________

LEGAL OPINION OF OUT-OF-STATE VENDOR’S ATTORNEY ON BIDDING PREFERENCES

STATE BIDDING PREFERENCES (Please Select One)

______ The bidder’s principal place of business is in the State of ________________ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

______ The bidder’s principal place of business is in the State of ________________ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state as described below:

___________________________________________________________________________________________

___________________________________________________________________________________________

______________________________

POLITICAL SUBDIVISION BIDDING PREFERENCES (Please Select One)

______ The bidder’s principal place of business is in the political subdivision of ________________ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

______ The bidder’s principal place of business is in the political subdivision of ________________ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision as described below:

___________________________________________________________________________________________

Attorney Signature _______________________________

Attorney Printed Name and Bar Number: ________________________________

Attorney Address: __________________________________________

Attorney Telephone: (____) _____ - _________

Attorney Email: _________________________________
2.8. **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. TECHNICAL SPECIFICATIONS

3.1. Purpose

To enter into Agreement with Vendor providing the lowest, qualified bid for the work described in Section 3.2 and 3.3 below. Vendor must be licensed to do business in the State of Florida and must be appropriately licensed by the State of Florida to perform the work of these Contract Documents.

3.2. Drawings and Specifications


3.3. Scope of Work

Vendor must provide and maintain all licenses, permits, authorizations, taxes, and insurance, in accordance with this ITB and the Agreement and as may be further required by law, along with all labor, supervision, materials, tools, and equipment necessary for the proper and complete performance, in accordance with the Project Manual and Drawings.

3.4. Project Schedule

Vendor is required to substantially complete the work within one hundred and twelve (112) calendar days of issuance of a PO, phasing as required on the contract documents. Vendor is required to achieve final completion, including project close out requirements, within 30 days after substantial completion.

3.5. Evaluation Criteria

3.5.1. Vendor’s Total Bid Price (Section 2.5.1) for the Scope of Work to be awarded; and,

3.5.2. Contractor’s Qualification Statement (Section 2.8.1.4) must exhibit the minimum qualifications described in the Project Manual as determined by USF.

3.6. Location of Work

The work for under this Agreement will be on the Tampa Campus, 4202 E Fowler Ave, Tampa, FL 33620.

3.7. Project Administration

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

3.7.2. Project Termination. In addition to the other rights and remedies contained in the ITB and Agreement with regard to termination, USF may terminate a project in compliance with Owner’s Rights Reserved (Section 4.14), if USF deems the progress or quality of the Vendor’s work on a project unsatisfactory.

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

3.7.3.1. Stop any project or work in progress, at Vendor’s sole expense, to address, real or perceived, unsafe conditions, deviations from the scope of work or other USF requirements, incorrect or improperly installed materials or equipment, etc.
3.7.3.2. Determine the suitability of all Vendor personnel and subcontractor personnel and, at Vendor’s sole expense, order the removal from USF property of any of the said personnel determined to be unqualified to work on the project.

3.8. Change Orders

3.8.1. Initial Communication. FM project manager or other officially designated USF representative may make a request for additional work to Vendor. Vendor must ensure that a timely written quote is submitted in compliance with the requirements of this section for the requested work. Once the change order is approved by Procurement Services, a PO will be sent to Vendor as approval to proceed with the work requested therein. At no time shall Vendor proceed with any additional work until they have received a PO from Procurement Services for the additional work.

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

3.8.3. Quote Requirements:

3.8.3.1. Timely and Responsive: Quotes must be submitted in a timely manner and address all project requirements communicated by FM project manager or other officially designated USF representative. A Vendor’s failure to meet a response deadline and address project requirements may result in the award of the additional work to another vendor.

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

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

3.8.4. Labor Costs. Labor costs will be quoted by Vendor at the hourly rates provided in Section 2.5.2.

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

3.8.4.1.1. All general hand tools;

3.8.4.1.2. All other tools and equipment generally associated with commercial grade, professional performance of the work described in the applicable Scope of Work (Lot 1, Lot 2A and/or Lot 2B);

3.8.4.1.3. All overhead and administrative costs;

3.8.4.1.4. All personal protective clothing and equipment;

3.8.4.1.5. All transportation costs of personnel and equipment to, from, and between USF project sites and transportation thereon; and,

3.8.4.1.6. All travel time to, from, and between USF project sites and transportation thereon.

3.8.4.2. Regular Working Hours: Regular Working Hours are 7:00 A.M. to 5:00 P.M., Monday through Friday, excluding paid State holidays as defined in § 110.117, Florida Statutes.

3.8.4.3. Approval of Overtime: Certain projects may require work to be performed outside of Regular Working Hours. USF’s payment of overtime rates is contingent upon pre-approval from a FM project manager or other officially designated USF representative. In the event Vendor fails to obtain the necessary pre-approval, the Vendor will be solely responsible for any and all additional labor costs.
3.8.4.4. The following circumstances may be considered for pre-approval of overtime from USF:

3.8.4.4.1. An individual shift in excess of eight (8) hours;

3.8.4.4.2. Any work after 5:00 P.M. Monday through Friday;

3.8.4.4.3. Any work between 5:01 PM Friday and Monday at 6:59 A.M.; and,

3.8.4.4.4. Paid State holidays as defined in § 110.117, Florida Statutes.

3.8.5. Material Costs. Material costs will be reimbursed at up to cost plus ten percent (10%). Material costs must be itemized, including quantities and rates, in all Vendor quotations. USF may, at its discretion, as a mandatory prerequisite to payment, request backup documentation to verify material costs as part of the invoicing process.

3.8.6. Subcontractor Costs. All subcontractor costs included in Vendor quotes must be accompanied by subcontractor proposal(s). USF may, at its discretion, as a mandatory prerequisite to payment, request backup documentation to verify payment amounts to subcontractors as part of the invoicing process.

3.8.6.1. Subcontractor Solicitation Requirements:

3.8.6.1.1. For costs up to $2,500, only one (1) written quote is required, unless otherwise requested by USF;

3.8.6.1.2. For costs over $2,500, but less than $25,000, two (2) written quotes are required, unless otherwise requested by USF;

3.8.6.1.3. For costs over $25,000, three (3) written quotes are required, unless otherwise requested by USF;

3.8.6.2. Markup on Subcontractor Costs: Markup on subcontracted work is contingent on the relative complexity of the project scope and the number of subcontractors required. Vendor must negotiate with USF during the quotation process to establish the appropriate markup rate for a given project. If a project is awarded without an established rate, the lowest applicable rate will apply. The sliding scale for negotiating rates is as follows:

3.8.6.2.1. Limited scope/one subcontractor, up to 3% - 6%

3.8.6.2.2. Limited scope/multiple subcontractors, up to 6% - 9%

3.8.6.2.3. Complex scope/multiple subcontractor, up to 9%-12%

3.8.7. Specialty Equipment Costs. Specialty equipment costs for rented equipment will be reimbursed at up to cost plus ten percent (10%). All specialty equipment costs included in Vendor quotes must be accompanied by provider estimates.

3.8.7.1. Rented Equipment: All costs associated with the rental of specialty equipment must be documented in the Vendor’s quote. USF will not be liable for any usage fees, including, but not limited to, delivery/pickup, operator, fueling, and maintenance charges, unless included in the estimate provided with Vendor quotation. In the event there are usage fees that will not be known until after equipment is utilized, Vendor must disclose these contingent charges and establish a maximum cost for each in the Vendor quote for USF approval. In which case, USF will reimburse Vendor based on actual costs as supported by provider invoice. USF will not reimburse undisclosed contingent charges or charges in excess of the maximum cost established in the Vendor quote.

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

In addition to the minimum requirements regarding payment established pursuant to Agreement, FM project manager or other officially designated USF representative shall apply all requirements of the USF Design and Construction Guidelines and Standards ("DCGS") (Section 4.9) to any project under Agreement, including, but not limited to, the following:

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

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

3.9.3. A properly completed and executed "Certificate of Contract Completion" form for any invoice over $3,500.00;

3.9.4. Request cost breakdown inclusive of, but not limited to, the following:

   3.9.4.1. Labor hours, including, actual dates worked and breakdown of actual number of hours worked per man with corresponding hourly rate as per bid response;

   3.9.4.2. Materials and/or equipment used including the actual dates worked; project name, location and/or number; type of work performed; and etc.;

   3.9.4.3. Inclusive of, but not limited to, dated proof of purchase for any materials, supplies, and/or rentals [i.e., bill of sale, rental agreements, receipts, etc.];

   3.9.4.4. Copy of written agreements between any sub-contractor with the awarded contractor for any project.

3.9.5. Require appropriate partial and/or final waivers of liens.

3.9.6. Require Vendor provide waivers of lien from any sub-contractor(s), material supplier(s), and/or rental agents who worked and/or supplied materials or rented equipment which was used on any project regarding Agreement.

3.9.7. Require Vendor provide all submittals and other project documents required for project under Agreement.

3.9.8. Upon review of any invoice, should the awarded contractor be found to have invoiced above the fair market value for the item(s) procured, USF shall secure at least two (2) other price quotations for same and reimburse Vendor for the lowest amount only.

3.9.9. Deny payment for any additional work, if Vendor has not provided a timely change order request quotation; or if the Vendor preceded to do any additional work without a proper University change order being issued prior to the work.
4. SPECIAL CONDITIONS

4.1. Pre-Construction Meeting

After execution of Agreement, a pre-construction meeting will be scheduled between the USF Facilities Management ("FM") representatives and the Vendor to discuss project administrative requirements, communication procedures, quotation process, rules and regulations, safety and first aid, security, etc. In preparation for this meeting, Vendors should reference the materials available on the USF FM Design & Construction website. Hyperlinks available USF Building Code Administration Program (BCAP) (Section 4.8) and USF Design and Construction Guidelines (Section 4.9).

4.2. 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.

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

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

4.2.2.1. Commercial General Liability:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Each occurrence</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>Each aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

4.2.2.2. Business Auto Liability Insurance:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single limit</td>
<td>$ 500,000</td>
</tr>
</tbody>
</table>

4.2.2.3. Umbrella or Excess Liability: $1,000,000

4.2.3. Builder's Risk. The Vendor must secure and maintain, during the life of Agreement, Builder's Risk Insurance. Refer to Sample Construction Contract for requirements.

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Each occurrence</td>
<td>$ 500,000</td>
</tr>
</tbody>
</table>

4.2.5. Explosion, Collapse, Underground Damage. The Vendor's liability policy must provide "XCU" coverage for those classifications in which they are excluded.
4.2.6. **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.

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

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

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

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

4.3. **Performance and Payment Bonds**

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

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

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

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

4.3.3. Have twice the minimum surplus and capital required by the Florida Insurance Code at the time the project is awarded;

4.3.4. Be in full compliance with the provisions of the Florida Insurance Code;

4.3.5. Hold a currently valid certificate of authority issued the United States Department of Treasury under 31 U.S.C. SS. 9304-9308;

4.3.6. Have a best rating of not less than B-;

4.3.7. Furnish his company’s name and telephone number; and,

4.3.8. File with the bond a certificate and effective dated copy of power of attorney.

4.4. **Barricades**

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

The Vendor will be responsible for ensuring:

4.5.1. All work is properly protected;

4.5.2. All rubbish and/or debris is promptly removed and lawfully disposed of off USF property;

4.5.3. All exposed work and/or fixtures are carefully cleaned prior to final acceptance; and,

4.5.4. All staging, parking, and work areas are returned to original condition or better upon completion of the project.

4.6. **Materials and Equipment**

Vendor must:

4.6.1. Ensure that all equipment and materials furnished are new, first quality products installed meeting original equipment manufacturer (“OEM”) specifications;

4.6.2. Furnish non-proprietary equipment and non-proprietary materials necessary to complete work in a satisfactory workmanlike manner; and,

4.6.3. Provide USF and USF’s Architect/Engineer submittals (shop drawings, product data sheets, etc.) as requested by USF for review and approval before ordering any items or materials or incorporating them into a project in a permanent fashion. In the event Vendor fails to secure submittal approval as required, USF reserves the right to require Vendor to remove and replace said items and materials at Vendor’s expense.

4.7. **Familiarity with Laws and Codes**

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

4.8. **USF Building Code Administration Program (BCAP)**

Vendor must adhere to USF BCAP policies and procedures, including, but not limited to, permitting, submittal review, inspections, etc. Vendor will work with the University Building Code Administrator and any other authority having jurisdiction in order to obtain permits necessary for construction, inspections, and certificates of completion. Any and all permits required pursuant to work performed under Agreement are the sole financial responsibility of the Vendor unless said costs are explicitly included in Vendor’s quote for a particular project. Vendor is responsible for the timely submission of all permit applications and inspection request.


4.9. **USF Design and Construction Guidelines**

The Vendor must comply with DCGS in the performance of all work under Agreement. The Vendor is responsible for referencing the most current version of DCGS to ensure quotes are provided in compliance with the active edition prior to the starting of each project. When DCGS requirements conflict with specified requirements, the Vendor is responsible to request clarification a minimum of 10 days prior to the Vendor Bid due date.

4.10. **Guarantee and Testing**

The Vendor will:

4.10.1. Start, test, adjust, and place in satisfactory operating condition all equipment;

4.10.2. Furnish a letter addressed to USF advising that the completed systems have been installed in accordance with the plans and specifications and are in proper operating condition.

4.10.3. Provide USF with a written guarantee covering all defects in workmanship or materials for a period of one (1) year from the date of final acceptance.

4.10.4. Be responsible for repairing without cost to USF, any defects appearing within this one (1) year period.

4.10.5. Perform all testing in the presence of USF, as well as, USF and USF’s Architect/Engineer.

4.11. **Correction of Work**

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

4.12. **Warranties**

4.12.1. The Vendor warrants all work performed and items installed as a part of Agreement for a period of one (1) year from the date of final acceptance of a project, inclusive of, but not limited to, the following:

   4.12.1.1. All work inclusive of repairs against defects in materials and workmanship;

   4.12.1.2. All equipment and related supplies furnished are new, first quality products meeting OEM specifications; and,

   4.12.1.3. Should any defect in equipment, materials, or workmanship, excluding ordinary wear and tear, appear during the above stated warranty period, the Vendor will repair or replace same at no cost to USF immediately upon written notice from USF.

   4.12.1.4. Vendor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the contractor (i.e., misuse or neglect by the University, acts of God, fires, floods and hurricanes).

4.12.2. The Vendor will provide USF with any and all additional warranties provided by equipment and material suppliers incorporated into work performed under Agreement.

4.13. **Vendor Employees and Subcontractors**

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

4.13.1. Vendor will have competent supervisors on site when any work is being performed under Agreement. No work will be done unless a project foreman, superintendent, or competent supervisor is on the site.

4.13.2. Vendor will ensure all their employees and subcontractors are in compliance with the following when assigned to any project performed under Agreement:

   4.13.2.1. Wear neat and clean uniforms, or otherwise conform to an appropriate dress code, in compliance with all applicable safety requirements and allowing easy identification (excluded clothing, including
but not limited to, cut-off pants, torn shirts, tank tops, sliced-up jeans, and/or any other obscene and/or offensive clothing);

4.13.2.2. Refrain from conversing with students and/or faculty;
4.13.2.3. Refrain from profanity, obscene gestures, catcalls, whistles, or any other inappropriate behavior;
4.13.2.4. Refrain from the use of alcohol and other drugs during working hours;
4.13.2.5. Speak and understand instructions given in English;
4.13.2.6. Have all the tools, equipment, ladders, and etc. necessary to perform the work specified herein.

4.13.3. Vendor will provide the USF Police Department and FM a list of the names and mobile telephone numbers of all supervisors assigned to any project performed under Agreement.

4.13.4. Vendor who employs work release employees will notify the USF Police Department of such practice and provide the names of all persons employed under a work release program.

4.14. Owner’s Rights Reserved

USF reserves the right to facilitate inspections, tests, and reports to ascertain that requirements of any project awarded under Agreement are being met. Should it be found that any requirements are not being met, USF may immediately demand that Vendor take action to meet requirements. After two (2) calendar days, if Vendor fails to comply with such demand, USF may serve written notice to the Vendor identifying the requirements not being met. After two (2) calendar days, if the requirements not being met identified in the written notice have not been addressed to USF’s satisfaction, then USF may issue Vendor a notice of project termination thereby immediately terminating the project. The liability of the Vendor and/or their surety for any and all such failures to meet project requirements will not be affected by any such termination. The Agreement and other projects, if any, being performed under Agreement will not be affected unless separate action is taken in accordance with Termination (Section 5.21) for the Agreement or this section for other projects.

In addition, if the requirements of any project not being met relate to or create an urgent or emergency need, then USF reserves the right to immediately acquire goods and services from other sources as necessary to meet said requirements. USF may deduct, at its sole discretion, the cost of acquiring said goods and services, including self-performance by USF personnel, from the total value of goods and services provided by Vendor for said project.

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

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

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

4.15.1. Avoid disturbing suspected ACM. Exercise caution and if there is any doubt about whether a material contains asbestos, then contact EH&S.

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

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

4.16. Preference for Florida Businesses

In accordance with §287.084 and BOG regulations a preference will be provided to Vendors with a principal place of business in Florida (such vendors hereinafter referred to as “Resident Vendors”) as follows:

4.16.1. If Vendor that submits a lowest qualified bid has a principal place of business outside of Florida in a state or political subdivision thereof that grants a preference for the same purchase to a resident vendor, then the USF shall grant the same preference, as applicable, to its Resident Vendor with the lowest applicable qualified bid. If the Vendor that submits a lowest qualified bid has a principal place of business outside of Florida in a state or political subdivision thereof that does not grant a preference for the same purchase to a resident vendor, then the USF shall grant a preference in the amount of five percent (5%) to its Resident Vendor with the lowest applicable qualified bid.

4.16.2. Vendors whose principal place of business is outside of Florida must provide with their Vendor Proposal a written opinion from a licensed attorney in its state specifying the preferences(s) granted by the state or political subdivision thereof and describing how the preference is calculated. The failure to submit the written opinion may be waived as non-material if all Vendors responding to the competitive solicitation have principal places of business outside of Florida.

4.16.3. Vendor’s “principal place of business” is determined as follows:

4.16.3.1. If the Vendor is an individual or a sole proprietorship, then its “principal place of business” is in the state where the vendor’s primary residence is located.

4.16.3.2. If the Vendor is a business organization, then its “principal place of business” is in the state where the majority of the Vendor’s executive officers direct the management of the Vendor’s business affairs.
5. GENERAL CONDITIONS

5.1. Vendor Questions

USF will not give verbal answers to questions regarding the ITB prior to or after the selection process of this ITB. 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 Bid, 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 ITB, 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).

5.2. Response to Vendor Questions

Vendor Questions submitted in accordance with this ITB 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 Bid Due date provided in the Event Schedule (Section 1.6) to supplement, modify, or interpret this ITB. No verbal or written information from any source other than addenda distributed in accordance with this ITB will serve to supplement, modify, or interpret this ITB in any way.

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

5.3. Meetings

Notice of all public meetings regarding this ITB 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.

5.4. Parking

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

5.5. Evaluation Criteria

In addition to meeting all applicable requirements described in the ITB, Vendor Bids will be evaluated based on the criteria put forward in Evaluation Criteria (Section 3.5). USF reserves the right to request additional information or clarification from Vendors. However, Vendors should not assume they will be allowed to clarify or modify their initial Vendor Bid.

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

5.6. Vendor Bid

All Vendor Bids must include the Invitation to Bid Acknowledgement Form signed by an authorized signatory for the Vendor, along with all other documentation identified in the Vendor Bid Checklist under Vendor Bid (Section 2) completed and submitted in accordance with the Vendor Bid Instructions (Section 2.1) and this ITB. Vendor Bid must be typewritten or completed in legible handwriting with ink.
The ITB together with all documentation included in a submitted Vendor Bid constitute a legal document. Any attempt to change or modify the terms and conditions of the ITB through the Vendor Bid may result in the rejection thereof. Vendor should notify USF Contact in writing of any concerns regarding the ITB or Vendor Bid forms, so USF may evaluate the possible need to address said concerns by addenda.

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

All Vendor Bids submitted to USF are thereby USF property. USF reserves the right to utilize and/or adapt the information contained in submitted Vendor Bids for any purpose USF deems appropriate. Any parts of a Vendor Bid, 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 Bid will not affect the applicability of this section.

5.7. **Vendor’s Responsibility**

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

5.8. **Open Competition**

USF encourages free and open competition among Vendors. This ITB 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 Bid 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.

5.9. **Award**

Upon review of the final Vendor Bids, USF may award to Vendor with the lowest, qualified bid. Upon selection, prior to award, USF will post on the Procurement website an Intent to Award. The Intent to Award will record accepted Vendor Bids with a checklist of requested documentation and identify the selected Vendor(s). It may or may not include price information. ITB results will not be given out over the telephone. Individuals seeking additional information regarding responses to an ITB must send a written request to the USF Contact.

5.10. **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.
5.11. **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 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.

5.12. **Purchasing Card Program**

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

5.13. **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.

5.14. **Agreement for Contractual Services**

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 ITB. A Sample Agreement is attached as Exhibit A.

5.15. **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](http://www.usf.edu/business-finance/controller/payment-services/vendors.aspx).

5.16. **Purchases By Others**

With the consent and agreement of an awarded Vendor, purchases may be made under this ITB 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 ITB.

5.17. **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.
5.18. **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.

5.19. **Public Records Law**

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

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

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

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

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

5.20. **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.

5.21. **Termination**

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

5.21.2. **Termination for Cause.** Each term and condition of Agreement is material and any breach or default by either party in the performance of each such term and condition will be a material breach or default of Agreement. Either party may terminate Agreement in the event the other party materially breaches or defaults in the performance of any of its obligations hereunder and such breach or default continues thirty (30) days after written notice thereof is provided to the breaching party by the non-breaching party. Any termination will
become effective at the end of such thirty (30) day period unless the breaching party cures any such breach or default prior to the expiration of such period.

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

5.22. **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.

5.23. **Sovereign Immunity**

Nothing in this ITB 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.

5.24. **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.

5.25. **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.

5.26. **Subcontractors and Material Suppliers**

Vendor shall be fully responsible for all acts and omissions of its subcontractors and material suppliers, including, persons directly or indirectly employed by its subcontractors and material suppliers, and persons for whose acts any its subcontractors and material suppliers may be liable, each as if they were employed by the Vendor. Nothing in the ITB or Agreement will create any contractual relationship between any subcontractor or material supplier and USF or any
obligation on the part of USF to pay or to see to the payment of any monies due any subcontractor or material supplier, except as may otherwise be required by law. USF may furnish to any subcontractor or material supplier, to the extent practicable, evidence of amounts paid to the Vendor for specific work done.

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

5.27. **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.

5.28. **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 ITB and Agreement. USF’s regulations and policies are available for review at [http://regulationspolicies.usf.edu/](http://regulationspolicies.usf.edu/).

5.29. **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.

5.30. Conflict of Interest

ITB and Agreements are subject to the provisions of Chapter 112, Florida Statutes. All Vendors must disclose with the Vendor Bid 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 ITB 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 ITB 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.

5.31. 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.

5.32. 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 ITB in violation of Section 112.3185, Florida Statutes. In the event, §112.3185 is violated in relation to this ITB USF may disqualify the applicable Vendor Bids and immediately terminate Agreements, if applicable.

5.33. 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 bid under any contract for the construction or repair of a public building or public work, may not submit bids 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.

5.34. Governing Law and Jurisdiction

This ITB 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 ITB and Agreements will be state and federal courts located in Tampa, Florida. Vendor irrevocably submits to the personal jurisdiction of such courts.
5.35. **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.

5.36. **Subchapter II – Contract Work Hours and Safety Standards**


5.37. **Occupational Safety Hazards Act Requirements**

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

5.38. **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 ITB.

If ITB 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.].

5.39. **Federal Debarment**

By signing Vendor Bid 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 Bid, 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.

5.40. **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.

5.41. **Americans with Disabilities Act**

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

USF believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination because of race, creed, color, sex, age, national origin, religion or disability. As a requirement for entering Agreement, the Vendor commits to the following:

5.42.1. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.42.2. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

5.42.3. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Vendor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.42.4. The Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5.42.5. The Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.42.6. In the event of the Vendor's noncompliance with the nondiscrimination clauses of Agreement or with any of the said rules, regulations, or orders, Agreement may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5.42.7. The Vendor will include the portion of the sentence immediately preceding paragraph 2.45.1 and the provisions of paragraphs 2.45.1 through 2.45.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

5.43. Davis-Bacon Act

Not Applicable.

5.44. Compliance with Copeland “Anti-Kickback” Act

If the ITB includes construction services, then the Vendor agrees as follows:
5.44.1. 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.

5.44.2. 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.

5.44.3. 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.

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

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

5.45.1. Overtime Requirements. The Vendor and their subcontractor(s), if any, providing Services under Agreement which may require or involve the employment of laborers or mechanics will not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1 ½) the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

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

5.45.3. Withholding for Unpaid Wages and Liquidated Damages. USF, the State of Florida, or funding Federal agency, each individually, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor and/or subcontractor(s), if any, such sums as may be determined to be necessary to satisfy any liabilities of Vendor and/or subcontractor(s), if any, for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

5.45.4. Subcontracts. The Vendor and subcontractor(s), if any, shall insert in any subcontracts the clauses set forth in paragraph 5.45.1 through 5.45.3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 5.45.1 through 5.45.3 of this section.

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

5.46.1. Clean Air Act

5.46.1.1. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

5.46.1.2. Vendor agrees to report each violation to USF and understands and agrees that USF will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

5.46.1.3. Vendor agrees to include these requirements in each subcontract exceeding $100,000.
5.46.2. **Federal Water Pollution Control Act**

5.46.2.1. Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

5.46.2.2. Vendor agrees to report each violation to USF and understands and agrees that USF will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

5.46.2.3. Vendor agrees to include these requirements in each subcontract exceeding One Hundred Thousand & 00/100 Dollars ($100,000).

5.47. **Energy Policy and Conservation**

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

5.48. **Suspension and Debarment**

5.48.1. If Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, then the Vendor hereby certifies that neither the Vendor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.48.2. The Vendor must comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transactions with subcontractors and/or suppliers.

5.48.3. This certification is a material representation of fact relied upon by USF. If it is later determined that the Vendor did not comply with 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and USF, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.48.4. The Vendor agrees to comply with the requirements of 2 C.P.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of Agreement. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions with subcontractor and/or suppliers.

5.49. **Byrd Anti-Lobbying Amendment**

If the Vendor’s total revenue pursuant to this ITB 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.

5.50. **Procurement of Recovered/Recycled Materials**

5.50.1. When performing pursuant to this ITB, Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

5.50.1.1. Competitively within a timeframe providing for compliance with the contract performance schedule;

5.50.1.2. Meeting contract performance requirements; or,

5.50.1.3. At a reasonable price.
5.50.2. Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The list of EPA-designate items is available at https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products.

5.51. Access to Records

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

5.51.1. 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 ITB or Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

5.51.2. 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.

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

5.52. No Obligation

The Federal Government is not a party to this ITB 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.

5.53. FEMA Provisions

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

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

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

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

5.54. survivability

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

5.55. Severability

In the event any provision of this ITB or Agreement is deemed to be void, invalid, or unenforceable, that provision will be severed from the remainder of this ITB and Agreement so as not to cause the invalidity or unenforceability of the remainder of this ITB or Agreement. All remaining provisions of this ITB 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.
EXHIBITS

Exhibit A, Sample Agreement

This University of South Florida Independent Contractor 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 ("Owner"), and [Name of Company] ("Contractor") as of the date last signed below ("Effective Date").[1] Owner and Contractor may collectively be known herein as “the Parties”.

NOW THEREFORE, the Parties hereby agree as follows:

1. Agreement. This Agreement serves as the award of USF Invitation to Bid [ITB # / Bid Name], ("ITB") to which Contractor was a respondent. The terms and conditions of the ITB (including the Drawings and Specifications referenced therein along with the addenda thereto), the General Conditions of the Contract for Construction ("Exhibit A") attached hereto, and Contractor’s response to the ITB ("Contractor’s Response") are expressly incorporated into this Agreement. The terms and conditions of this Agreement, the ITB, Exhibit A, and the Contractor’s Response are intended to be read in conjunction with each other to every extent possible; however, in the event of a conflict, the documents shall control in the following priority: 1) this Agreement; 2) Exhibit A; 3) the ITB; and 4) Contractor’s Response.

2. Deliverables. If Work results in deliverables, such as, articles, reports, marketing materials, project narratives, websites, mobile applications, video or audio recordings, etc., except for express exclusions set forth in herein, any such deliverables will be considered work made for hire and become the exclusive property of Owner. Contractor hereby assigns, transfers, and conveys to Owner any and all rights, title, and interests Contractor 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.].

3. Contract Time. Performance under this Agreement will begin on the Effective Date. The Work must be substantially completed by [Date] with final completion by [Date] unless extended by future amendment to this Agreement.

4. Contract Sum. In consideration for the Contractor's complete and satisfactory performance of the Work as described in this Agreement, Owner will pay to the Contractor an amount NOT TO EXCEED [Amount in words], (Amount in numerals) unless modified by a future amendment to this Agreement.

5. Payment. All Contractors providing Work to Owner must submit invoices to Owner in order to receive payment. Owner will issue the Contractors’ payment within thirty (30) days after receipt of an acceptable invoice and receipt, inspection, and acceptance of Work 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 Contractor’s written request to Owner, providing said request is received by Owner no later than thirty (30) days from the date shown on Owner’s check. Interest of less than One Dollar ($1) will not be enforced.

Contractors must submit detailed invoices sufficient for a proper pre-audit and post-audit thereof. Each invoice must clearly identify the Work, portion of Work, and expenses for which compensation is sought. Owner will determine the accuracy of all invoices. Invoices that have to be returned to the Contractor 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 Owner.

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

6. Taxes. The State of Florida, and Owner as a state agency, is a tax immune sovereign and exempt from the payment of all sales, use, and excise taxes. The Contractor will be responsible for all taxes necessary to perform under this Agreement and all taxes on Contractor income generated through this Agreement.

7. Travel and Ancillary Expenses. If Owner agrees to directly reimburse Contractor for travel, meals, lodging, and other expenses under this Agreement, such expenses must be documented. Documentation must be submitted with Contractor invoices, unless otherwise directed. All such expenses will be paid in accordance with Section 112.061, Florida Statutes and Owner’s Travel Manual. Any non-documented expenses and/or expenses incurred outside the method and/or in excess of the amounts prescribed by Florida law or Owner policy will be borne by Contractor.

8. Amendments. Any changes, amendments, or modifications to the Agreement must be in writing and signed by both parties to be effective.
9. **Assignment.** Contractor may not, without the advance written approval of Owner, 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.** Owner and Contractor 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, Owner 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 Owner 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, Contractor 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 Owner 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, Contractor may transfer all public records related to the services to Owner, at no cost to Owner, or may keep such public records in accordance with the applicable state record retention requirements. If Contractor chooses to transfer such records to Owner, Contractor may destroy any duplicate records in its possession that are exempt or confidential and exempt from disclosure.

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

Owner may unilaterally cancel the Agreement for refusal by Contractor 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. **Availability of Funds.** Owners’ performance and obligation to pay under this Agreement is contingent upon one or more of the following: annual appropriation by the Florida Legislature and funding from other public and/or private institutions. The Agreement may be canceled without further obligation on the part of the Owner, if sufficient funding is unavailable to assure full performance under the Agreement. In such an event, Owner will issue written notice to Contractor of the unavailability of said funds, thereby immediately terminating the Agreement with no further obligation or penalty. Upon issuance of such notice, the Contractor is entitled to payment for only the Work provided prior to the date notice is issued.

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

14. **Limitation of Liability.** As sovereign agency or subdivision of the State of Florida, Owner's self-insurance limitations are provided by law. Owner 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. Owner will provide evidence of its self-insurance statute upon request. The parties agree that this is sufficient in lieu of any other insurance requirements. Owner’s total liability will not exceed the limits of its self-insurance coverage as defined by Florida Statutes.
15. 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 Contractor as the agent or representative of Owner to any contracts or other obligations. Contractor must not expressly or impliedly represent to any party that Contractor and Owner are partners or that Contractor is the agent or representative of Owner 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. Contractor must not use the same, logo, or intellectual property of Owner for marketing purposes, or otherwise, without the prior written consent of Owner.

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

17. 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, Contractor must send any mailed notices to this address as well: Procurement Services, 4202 E. Fowler Ave., SVC 1073, Tampa, FL 33620.

<table>
<thead>
<tr>
<th>Addressee:</th>
<th>USF FM</th>
<th>[Contractor Name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>4202 E. Fowler Avenue, OPM100</td>
<td>[Contractor Address]</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Tampa, FL 33620</td>
<td>[Contractor City]</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Timothy45@usf.edu">Timothy45@usf.edu</a>; <a href="mailto:slafferty@usf.edu">slafferty@usf.edu</a></td>
<td>[Contractor E-mail]</td>
</tr>
</tbody>
</table>


19. 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. Contractor warrants that no individual employed by it conducts any lobbying activities.

20. No Employee Relationships. In accordance with § 112.3185, Florida Statutes, the Contractor 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 Owner who was directly or indirectly involved in the procurement of said services. Violation of this section by Contractor will be grounds for immediate cancellation of this Agreement by Owner.

21. Federal Suspension and Debarment. The Contractor affirms to the best of their knowledge and belief, that the business or payee identified in this contract and its principals are not presently debarred, suspended, proposed for debarment ineligible, or voluntarily excluded by any Federal Department or Agency. To the extent this assertion proves inaccurate, Owner may, in its sole discretion, terminate this agreement without penalty to Owner.

22. Public Entity Crime. Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work under a contract or transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date first placed on the list.

23. Materiality of Terms. Each term and condition of the Agreement is material and any breach or default by Contractor in the performance of each such term and condition will be a material breach or default of the entire Agreement for which Owner will have the right to terminate the Agreement, without termination penalty to Owner, effective upon thirty (30) days
prior written notice to Contractor, if Contractor fails to remedy the material breach within thirty (30) days following notice thereof.

24. **Waiver of Rights.** No failure to exercise or delay in exercising any right, power, or remedy accruing to Owner on any breach or default of Contractor 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.

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

26. **Severability.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision will be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this 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.

27. **Attorney Fees.** In case suit or action instituted by Owner or Contractor to enforce compliance with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the other party as ordered by a court of competent jurisdiction, in addition to other costs and disbursements provided by statute and ordered by such a court.

28. **Governing Law.** The Agreement is 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 Agreement will be state and federal courts located in Tampa, Florida and the parties irrevocably submit to the personal jurisdiction of such courts.

29. **Electronic Signatures and Counterparts.** Electronic signatures will be valid when applied according to the “Electronic Signature Act of 1996” and the “Uniform Electronic Transaction Act” of Chapter 668, Florida Statutes. This Agreement may be executed by signatures applied to separate copies of the Agreement provided both documents contain identical terms and conditions.

30. **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**

Signature: ________________________________

Printed: _________________________________

Title: _________________________________

Date: _________________________________

**[COMPANY NAME]**

Signature: ________________________________

Printed: _________________________________

Title: _________________________________

Date: _________________________________