



INVITATION TO NEGOTIATE

Copiers, Printers and Multi-Functional Printers

ITN# 9-13-G

UNIVERSITY OF SOUTH FLORIDA

The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiation for **Copiers, Printers and Multi-Functional Printers** as further specified herein.

If you are interested in submitting a proposal, please note that the proposal needs to be submitted no later than **3:00 p.m., May 20, 2009**. Any questions concerning this Invitation to Negotiate should be directed to George Cotter, Associate Director, Purchasing & Property Services: gcotter@admin.usf.edu .

University of South Florida
Purchasing and Property Services
4202 E. Fowler Avenue AOC 200
Tampa, Florida 33620-9000
usfweb.usf.edu/purchasing/purch2.htm

SUBMIT PROPOSAL TO:
UNIVERSITY OF SOUTH FLORIDA
 PURCHASING AND PROPERTY SERVICES
 4202 E FOWLER AVENUE AOC-200
 TAMPA, FL 33620-9000
Telephone Number: Area Code 813 974-2481
Web Address: usfweb.usf.edu/purchasing/purch2.htm

INVITATION TO NEGOTIATE

Page 2 of 23
pages

ITN WILL BE OPENED **3:00 P.M May 20, 2009**
and may not be withdrawn within 120 days after such date and time.

ITN NO: 9-13-G

ISSUING DATE:
May 5, 2009

ITN TITLE: **Copiers, Printers and Multi-Functional Printers**

FEID NUMBER OR S.S. NUMBER

Delivery will be _____
Days ARO

Cash Discount Terms

VENDOR NAME

REASON FOR NOT SUBMITTING PROPOSAL

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

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

POSTING OF PROPOSAL TABULATIONS

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

WEB ADDRESS: _____

AREA CODE

TELEPHONE NUMBER

TOLL-FREE NUMBER

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

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

E-MAIL ADDRESS: _____

GENERAL CONDITIONS:

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

1. EXECUTION OF ITN: ITN proposal must contain an original manual signature of authorized representative in the space provided above. ITN proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his ITN price must be initialed. The company name and E.I.N. number or social security number shall appear on each pricing page of the ITN as required. Complete ordering instructions must be submitted with the ITN proposal.
2. NO ITN PROPOSAL: If not submitting an ITN proposal, respond by returning only this vendor acknowledgement form, marking it "NO ITN" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the ITN mailing list. Note: To qualify as a respondent, vendor must submit a "NO ITN", and it must be received no later than the stated ITN opening date and hour.
3. ITN OPENING: Shall be public, on the date and at the time specified on the ITN form. It is the vendor's responsibility to assure that his ITN proposal is delivered at the proper time and place of the ITN opening. ITN proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile or telephone are not acceptable. An ITN proposal may not be altered after opening of the proposals. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.
4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.
 - (a) TAXES: The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.
 - (b) DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for ITN proposal evaluation purposes.
 - (c) MISTAKES: Vendors are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of mistake in extensions the unit price will govern.
 - (d) CONDITIONS AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this ITN proposal shall be new, current standard production model available at time of the ITN. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- (e) INVOICING AND PAYMENT: The vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the vendor's EIN number. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. **VENDOR'S RIGHT TO PAYMENT:** Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendor's payment within 40 days (35 days for healthcare providers) after receipt of acceptable invoices, receipt, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. If payment is not made within said 40 days, a separate interest penalty (established pursuant to Section 55.03 (1), Florida Statutes) on the unpaid balance will be paid upon Vendor's written request to the University, providing said request is received by the University no later than 40 days from the date shown on the University's check. The interest provision applies after a 35-day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.
- (f) The University's vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481. Written inquiries and requests for interest penalty payments can be addressed to: USF Accounts Payables, 4202 Fowler Ave ADM 147., Tampa, Fl. 33620.
- (g) ANNUAL APPROPRIATIONS: The University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
5. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding University of South Florida holidays, unless otherwise specified.
6. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the ITN response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this ITN. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this ITN solicitation are the only conditions applicable to the ITN and the vendor's authorized signature affixed to the vendor acknowledgement form attests to this.

7. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturers' name, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). **MEASUREMENTS:** Customary measurements appearing in these specifications are not intended to preclude proposals for commodities with metric measurements. If proposals are based on equivalent products, indicate on the ITN form the manufacturer's name and number. Vendor shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The University reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the ITN form. The Purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the University unless evidenced by a Change Notice issued and signed by the University.
8. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than forty-eight (48) hours prior to the ITN opening. Inquiries must reference the date of ITN opening and ITN number. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any person who is adversely affected by the Agency's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with USF Regulation 4.02050(3). Failure to file a protest within the time prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
9. **NOTICE OF ITN PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 120 F.S., shall post with the University at the time of filing the formal written protest, a bond payable to the University in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**
10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their proposal the name of any officer, director, or agent who is also an employee of the University. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.
11. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. When it is determined there is competition to the lowest responsible vendor, evaluation of other proposals is not required. Vendors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this ITN shall conform to applicable Florida Statutes, and University Regulations, policies and Procedures.
12. **SAMPLES:** Samples of items, when called for, must be furnished free of expense on or before ITN opening time and date, and if not destroyed may, upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, ITN number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within 90 days after ITN opening date. If instructions are not received within this time, the University shall dispose of the commodities.
13. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Others acceptable to the University may test items for compliance with specifications by the Florida Department of Agriculture and Consumer Services. Should the items fail testing, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in ITN and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against defaulting vendor. Any violation of these stipulations may also result in:
 - a) Suppliers name being removed from the University list.
 - b) All University departments being advised not to do business with the supplier without written approval from Purchasing and Property Services until such time as supplier reimburses the University for all procurement and cover costs.
14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
 - a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c) Retain the item and its shipping container, including inner packing material, until the carrier and the contract supplier perform inspection.
 - d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this ITN prior to their delivery, it shall be the responsibility of the supplier to notify Purchasing and Property Services at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.
16. **ADDITIONAL QUANTITIES:** For a period not exceeding 180 days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the ITN but not to exceed the threshold for category two at the prices proposed in this invitation. If additional quantities are not acceptable, the ITN proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY."
17. **SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.
18. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a ITN response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.
19. **PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property:** The vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the University's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the vendor full opportunity to defend the action and control the defense.
20. Further, if such a claim is made or is pending the vendor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the University agrees to return the article on request to the vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device or materials covered by copyright, patent or trademark, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
21. **ASSIGNMENT:** Any Purchase Order issued pursuant to this ITN and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.
22. **LIABILITY:** The vendor shall save and hold harmless the University, its officers, agents and employees against any and all claims by third parties resulting from the vendor's breach of this contract, the vendor's negligence, and/or vendor's other wrongful acts.
23. **FACILITIES:** The University reserves the right to inspect the vendor's facilities at any reasonable time with prior notice.
24. **PUBLIC PRINTING:** A vendor must have at the time of ITN opening a manufacturing plant in operation, which is capable of producing the items proposed, and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to vendors located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a vendor located outside the State.
 - (a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Printing Laws and Regulations printing contracts cannot be sublet. Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent vendor offering to provide printing manufactured by other firms or persons.
 - (b) **PRINTING ADJUSTMENTS, OVERRUNS-UNDERRUNS:** No adjustment shall be accepted by an agency on any purchase of printing unless conditions or specifications of proposal expressly so provide.
 - (c) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
 - (d) **RETURN OF MATERIALS:** All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.
 - (e) **QUALITY-PERFORMANCE ANALYSIS:** The vendor on any purchase of printing in excess of the threshold for category two shall complete and forward to Purchasing and Property Services the analysis form that accompanied his purchase order together with an invoice copy.
25. **PUBLIC RECORDS:** Any material submitted in response to this ITN will become a public document pursuant to Section 119.07, F.S. This includes material, which the responding vendor might consider to be confidential, or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
26. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:
 - a) Vendor's name being removed from Purchasing and Property Services vendor mailing list.
 - b) All University agencies being advised not to do business with the vendors without written approval of Purchasing and Property Services.
27. **CANCELLATION:** The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

Copiers, Printers and Multi-Functional PrintersSECTION I: INTRODUCTION**DESCRIPTION OF THE UNIVERSITY**

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University", intends to negotiate agreements for Copiers, Printers and Multi-Functional Printers to support the University's requirements. We invite proposals from qualified Vendors with product lines meeting the specifications below. Through this process the University desires to negotiate the best value agreements with respect to equipment, financial terms and services to be provided to the University.

The University of South Florida is one of the nation's top 63 public research universities and one of 39 community-engaged, four-year public universities as designated by the Carnegie Foundation for the Advancement of Teaching. USF was awarded more than \$360 million in research contracts and grants in fiscal year 2007/2008. The university offers 219 degree programs at the undergraduate, graduate, specialist and doctoral levels, including the doctor of medicine. The university has a \$1.8 billion annual budget, an annual economic impact of \$3.2 billion, and serves more than 46,000 students on campuses in Tampa, St. Petersburg, Sarasota-Manatee and Lakeland. USF is a member of the Big East Athletic Conference.

SECTION II: SCOPE OF THIS ITN

This ITN contains two lots; lot 1 for printers and MFP's, and lot 2 for copiers. It is the goal of the University to select multiple vendors for each lot to develop a list of preferred vendors. Lots can be awarded to a vendor either jointly or individually. Awarded vendors are not guaranteed any sales only preferred status to supply and service the University.

Vendor proposals should clearly identify/distinguish between Lot 1 and Lot 2. A vendor is not required to propose on both lots or all products. Each Proposal should clearly address each item in the evaluation criteria.

Lot 1
Printers and MFPs

Unit Specifications

1. Black & White Laser Printer # 1
 - a. Medium Volume Departmental Printer
 - b. Estimated Volume @ 7500 pages per month
 - c. Minimum of 45 - 55 pages per minute
 - d. Minimum 128 MB RAM
 - e. Minimum supported paper size of 8.5" x 14" through a paper drawer system, not by manual feed trays
 - f. Minimum 500 Sheet Paper Capacity
 - g. Internal Ethernet Adapter with minimum speed of 100MB
 - h. Must support both Windows and Macintosh Operating Systems
2. Black & White Laser Printer # 2
 - a. Large Volume Departmental Printer
 - b. Estimated Volume @ 25,000 pages per month
 - c. Minimum of 45 - 55 pages per minute
 - d. Minimum 128 MB RAM
 - e. Minimum supported paper size of 11" x 17" through a paper drawer system, not by manual feed trays
 - f. Minimum 1000 Sheet Paper Capacity
 - g. Internal Ethernet Adapter with minimum speed of 100MB
 - h. Must support both Windows and Macintosh Operating Systems
3. Color Laser Printer # 1
 - a. Minimum of 25 - 35 pages per minute

Copiers, Printers and Multi-Functional Printers

- b. Minimum 128 MB RAM
 - c. Minimum supported paper size of 8.5" x 14" through a paper drawer system, not by manual feed trays
 - d. Minimum 500 Sheet Paper Capacity
 - e. Internal Ethernet Adapter with minimum speed of 100MB
 - f. Must support both Windows and Macintosh Operating Systems
4. Color Laser Printer # 2
- a. Minimum of 25 - 35 pages per minute
 - b. Minimum 128 MB RAM
 - c. Minimum supported paper size of 11" x 17" through a paper drawer system, not by manual feed trays
 - d. Minimum 500 Sheet Paper Capacity
 - e. Internal Ethernet Adapter with minimum speed of 100MB
 - f. Must support both Windows and Macintosh Operating Systems
5. Color Laser MFP
- a. Minimum of 15 - 25 pages per minute
 - b. Minimum 128 MB RAM
 - c. Minimum supported paper size of 8.5" x 14" through a paper drawer system, not by manual feed trays
 - d. Minimum 250 Sheet Paper Capacity
 - e. Internal Ethernet Adapter with minimum speed of 100MB
 - f. Copy/Scan/Print features included
 - g. Ability for optional fax capability
 - h. Must support both Windows and Macintosh Operating Systems
6. Black & White Laser MFP
- a. Minimum of 25 - 35 pages per minute
 - b. Minimum 128 MB RAM
 - c. Minimum supported paper size of 8.5" x 14" through a paper drawer system, not by manual feed trays
 - d. Minimum 250 Sheet Paper Capacity
 - e. Internal Ethernet Adapter with minimum speed of 100MB
 - f. Copy/Scan/Print features included
 - g. Ability for optional fax capability
 - h. Must support both Windows and Macintosh Operating Systems

Additional Evaluation Criteria - 30% Evaluation Weight

- 1. Self-Maintainer Program
- 2. Web Based Warranty Parts Ordering
- 3. Web Based Non- Warranty Parts Ordering
- 4. References from other Higher Educational Institutions similar in size to USF
- 5. Evaluations units upon request
- 6. Resale capability through the USF Computer Store
- 7. Credit Card Purchasing Capability
- 8. Statement Green Capabilities of each unit and company
- 9. Extra Incentive programs for the USF Computer Store

Pricing and Purchase Options - 50%

- 1. Purchase Price on units specified
- 2. Additional Unit Features included or available for purchase above base criteria for each unit
 - a. If features not included provide pricing for upgrades
- 3. Discounts off rest of product line
- 4. Lease Rates and Terms
 - a. Preference given to self financing
 - b. If not, list banking institution and references for said institution

Copiers, Printers and Multi-Functional Printers

Maintenance Options - 20%

1. Maintenance Options Available
2. Pricing break down for each option
3. Terms and Conditions for each option
4. Included and non-included parts/supplies/labor for each option
5. 24 hour phone support
6. Service Provider information and references from other Higher Educational Institutions similar in size to USF
 - a. Preference will be given to a vendor that does not use 3rd party service providers.
 - b. If service is going to be provided by a 3rd party provide name of service provider and references from other Higher Educational Institutions similar in size to USF.

Lot 2
Copiers

Specifications

1. Black & White Copier # 1
 - i. Minimum of 36 - 45 pages per minute
 - j. Minimum 512 MB RAM
 - k. Minimum 40 GB Hard Drive
 - l. Minimum supported paper size of 11" x 17"
 - m. Minimum 1000 Sheet Paper Capacity
 - n. Internal Ethernet Adapter with minimum speed of 100MB
 - o. 75 page sheet feeder or greater
 - p. Color Scanning
 - q. Duplex Capability
 - r. Must support both Windows and Macintosh Operating Systems
2. Black & White Copier # 2
 - a. Minimum of 56 - 65 pages per minute
 - b. Minimum 512 MB RAM
 - c. Minimum 80 GB Hard Drive
 - d. Minimum supported paper size of 11" x 17"
 - e. Minimum 3000 Sheet Paper Capacity
 - f. Internal Ethernet Adapter with minimum speed of 100MB
 - g. 100 page sheet feeder or greater
 - h. Color Scanning
 - i. Duplex Capability
 - j. Must support both Windows and Macintosh Operating Systems
3. Color Copier # 1
 - a. Minimum of 26 - 35 pages per minute
 - b. Minimum 1 GB RAM
 - c. Minimum 80 GB Hard Drive
 - d. Minimum supported paper size of 11" x 17"
 - e. Minimum 1000 Sheet Paper Capacity
 - f. Internal Ethernet Adapter with minimum speed of 100MB
 - g. 50 page sheet feeder or greater
 - h. Color Scanning
 - i. Duplex Capability
 - j. Must support both Windows and Macintosh Operating Systems
4. Color Copier # 2
 - a. Minimum of 36 - 45 pages per minute
 - b. Minimum 1 GB RAM
 - c. Minimum 160 GB Hard Drive

Copiers, Printers and Multi-Functional Printers

- d. Minimum supported paper size of 11" x 17"
- e. Minimum 1000 Sheet Paper Capacity
- f. Internal Ethernet Adapter with minimum speed of 100MB
- g. 75 page sheet feeder or greater
- h. Color Scanning
- i. Duplex Capability
- j. Must support both Windows and Macintosh Operating Systems

Additional Evaluation Criteria - 30%

1. Scan to e-mail & network share support
2. Scan to PDF and TIFF file formats
3. Optional Internet Fax on each unit
4. References from other Higher Educational Institutions similar in size to USF
5. Evaluations units upon request
6. Resale capability through the USF Computer Store
7. Credit Card Purchasing Capability
8. Statement Green Capabilities of each unit and company
9. Extra Incentive programs for the USF Computer Store

Pricing and Purchase Options - 50%

1. Purchase Price on units specified
2. Additional Unit Features included or available for purchase above base criteria for each unit
 - a. If features not included provide pricing for upgrades
3. Discounts off rest of product line
4. Lease Rates and Terms
 - a. Preference given to self financing
 - b. If not, list banking institution and references for said institution

Maintenance Options - 20%

1. Maintenance Options Available
2. Pricing break down for each option
3. Terms and Conditions for each option
4. Included and non-included parts/supplies/labor for each option
5. 24 hour phone support
6. Service Provider information and references from other Higher Educational Institutions similar in size to USF
 - a. Preference will be given to a vendor that does not use 3rd party service providers.
 - b. If service is going to be provided by a 3rd party provide name of service provider and references from other Higher Educational Institutions similar in size to USF.

Proposal submittals should minimally contain the following:

- Invitation to Negotiate cover pages signed (pages 2-3 of this ITN Package)
- Answers checked for item #44 in Special Conditions
- Signed CERTIFICATE OF NON-SEGREGATED FACILITIES
- Completed substitute W-9 form
- Vendor proposal information
- For review, vendor contract vehicle(s) that may be executed for any aspect of this ITN

Copiers, Printers and Multi-Functional Printers

SECTION III: SPECIAL CONDITIONS

Attention Vendor: Any vendors who received this Invitation to Negotiate from the Department of Purchasing and Property Services or vendors who have downloaded this Invitation to Negotiate from the USF Purchasing Web site <http://usfweb.usf/purchasing/purch2.htm>, are solely responsible to check the USF Purchasing Web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

1. OPENING NOTE TO VENDORS

Vendor's response to this **Invitation to Negotiate** shall be delivered to the **Purchasing and Property Services, University of South Florida, 4202 East Fowler Avenue AOC 200, Tampa, Florida 33620-9000**, no later than **3:00 P.M. on May 20, 2009** according to the official clock located in the University's Purchasing Department. No other time-keeping source will be considered for this purpose. The University shall not extend or waive this time requirement for any reason whatsoever. Responses to the Invitation to Negotiate that arrive after **3:00 P.M. on May 20, 2009** may be rejected in the University's sole discretion. These proposals will be returned unopened to the Vendor. Proposals and/or amendments **will not** be accepted at any time via facsimile or electronic mail. **At 3:00 P.M. on May 20, 2009 all timely ITN Proposals received will be opened and recorded.**

If the Vendor elects to mail/ship its ITN Proposal package, the Vendor must allow sufficient time to ensure the University's proper receipt of the proposal package by the time specified above. **Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure that the ITN Proposal package arrives at the University's Purchasing Department no later than 3:00 P.M. on May 20, 2009.**

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

ITN Proposals must be delivered in sealed envelopes/packages clearly marked: **ITN Proposal No. 9-13-G.**

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

2. INQUIRIES

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

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

3. QUESTIONS ABOUT ITN - POINT OF CONTACT

Any questions concerning this Invitation to Negotiate should be directed to George Cotter, Associate Director, Purchasing & Property Services, AOC-200, via e-mail at gcotter@admin.usf.edu by the close of business May 14, 2009. Phone: (813) 974-3340.

Copiers, Printers and Multi-Functional Printers4. ADDENDA

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

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

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

6. MEETINGS

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing & Property Services Department located at 4202 E Fowler Avenue AOC-200, Tampa, Fl 33620 and posted electronically on the USF Purchasing Bid website five business days prior to the meeting, (USFWEB.USF.EDU/PURCHASING/PURCH2.HTM). For the purpose of this ITN, meeting notices will be Noticed (posted) by e-mail to the ITN vendor list.

7. PARKING

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

8. AWARD

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

Vendors may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required products and service.

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

9. PROPOSAL TABULATION

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

10. THE INVITATION TO NEGOTIATE PROCESS

The ITN process is a flexible procurement process that is used when highly specialized and or variable services or products are required. Negotiations offer an opportunity for selected Vendor(s) to discuss their responses with an evaluation committee. The goal of this comprehensive process is for identification of the optimal outcome or the

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solution that best meets the needs of the University. Only representatives of the participating Vendors who are authorized to negotiate and make agreements shall be involved in negotiations.

11. EVALUATION CRITERIA

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

12. NEGOTIATION WITH VENDORS

To identify vendors for negotiations or to establish a Short List of Vendors, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The University will compare the proposals according to the evaluation criteria described in SECTION II for the purpose of identifying vendors for negotiation and/or determining a short list. The evaluation criteria does not necessarily determine the best value for the university or the award to be made.

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

13. INVITATION TO NEGOTIATE FORM

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

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

14. RIGHT TO NEGOTIATE

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

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

Copiers, Printers and Multi-Functional Printers15. VENDOR'S RESPONSIBILITY

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

16. VENDOR'S EXPENSE

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

17. NUMBER OF PROPOSALS SUBMITTED

Vendor shall submit one (1) original proposal-clearly mark as "original" and **four (4) copies**.

18. PROPOSAL REJECTION

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

19. OPEN COMPETITION

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

20. ORAL PRESENTATION

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

21. MISTAKES

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

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

22. RIGHT TO TERMINATE

In the event any of the provisions of the contract are violated by the successful proposer, the University may serve written notice upon Vendor of its intention to terminate the contract. Such notice will state the reason(s) for the intention to terminate the contract. If the violation does not cease and satisfactory arrangements

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for correction are not made within ten (10) days after the notice is served upon the Vendor, the contract shall cease and terminate. The liability of the Vendor and/or his surety for any and all such violation(s) shall not be affected by any such termination.

23. CANCELLATION

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

24. FORCE MAJEURE

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

25. AVAILABILITY OF FUNDS

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

26. PAYMENT

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

27. FEID NUMBER

Vendors MUST supply their Federal Employee Identification Number or Social Security number.

28. W-9 FORM

Vendors are required to complete and return the W-9 Form attached herein with their proposal response.

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

29. WARRANTY

The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in material and/or workmanship and all installation work. The factory warranty shall become effective on the date of acceptance of the equipment by the University. Should any defect in materials or workmanship, except ordinary wear and

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tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the University immediately upon written notice from the Senior Purchasing Agent of Purchasing & Property Services (or designee). The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control of the successful bidder, absent of any fault or negligence of the bidder (examples: misuse or neglect by the University, acts of God, fires, floods, and hurricanes.)

30. STANDARDS OF CONDUCT

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

31. AMERICAN WITH DISABILITIES (ADA)

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

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

32. PUBLIC RECORDS

Sealed proposal responses received by the University pursuant to Invitation to Negotiate are exempt from the provisions of the Florida Statute Chapter 119 until such time as the University provides notice of a decision or intended decision pursuant to Florida Statute Chapter 120 or within ten (10) days after the proposal opening, whichever is earlier.

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

33. EQUAL OPPORTUNITY STATEMENT

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

- A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.
- B. If the bidder expects to receive \$25,000 in Revenues during the first 12 months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the bid response. Sample certificate attached.

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- C. If the bidder expects to receive \$60,000 in Revenues during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- D. If the bidder expects to receive \$60,000 in Revenues during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of this agreement.

34. PUBLIC ENTITY CRIMES

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

35. LOBBYING

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

36. AFFIRMATIVE ACTION

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

37. TAXES

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

38. LICENSES

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

39. CERTIFICATION

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

40. INDEMNIFICATION

Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, the University of South Florida, and the University of South Florida Board of Trustees, a public body corporate, and their officers, employees and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and

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expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of Vendor and/or Vendor's officers, employees, agents and contractors, in connection with this Agreement.

41. RELATIONSHIP OF PARTIES

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

42. TECHNOLOGY PROVIDED

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

43. PURCHASES BY OTHER UNIVERSITY ENTITIES

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

44. Minority Vendor Enterprises

Is your firm a "Minority Business Enterprise" defined as a business concern engaged in commercial transactions which is domiciled in Florida, and which is at least fifty-one (51%) percent owned by minority person and whose management and daily operations are controlled by such persons?

YES _____ NO _____

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?

YES _____ NO _____

The successful vendor(s) shall be required to supply monthly reports to the University of its payments to minority and women-owned businesses for goods and services provided in servicing the users of this Data Storage Equipment Contract. These monthly reports will be submitted directly to the Purchasing & Property Services, Office of Supplier Diversity to be utilized for the University's Quarterly subcontractor reporting to the State of Florida.

Vendor shall provide with the proposal list of MBE suppliers and subcontractor.

45. Conditions and Provisions

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

Vendors may be required to make formal presentations to USF to further discuss its proposal.

USF is not liable for any costs incurred in the preparation of proposals or any work performed in connection therein.

Copiers, Printers and Multi-Functional Printers46. UNIVERSITY'S RIGHT TO INSPECT, TEST AND TERMINATE

The University reserves the right to make inspections and tests, when deemed advisable, to ascertain that requirements of the contract are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the University may immediately demand that the Contractor comply with the bid to meet these requirements. If the Contractor fails to comply with such demands within two (2) calendar days, the University shall serve written notice to the Contractor stating the reason(s) for intention to terminate the contract. Within, two (2) calendar days after such notice is served upon the Contractor, such violation shall cease and satisfactory corrections shall be made, otherwise the contract shall, upon expiration of said two (2) days, cease and terminate. The liability of such Contractor for any and all such violation(s) shall not be affected by any such termination. Should termination occur, Contractor will be held in default.

47. INSPECTION AND TESTING OF MATERIALS

The materials, patterns, fabricated members, and assembled or partially assembled items may be inspected at the factory, or elsewhere, by the University's representative at any time during the process of manufacture and up until final delivery and acceptance by the University, to determine whether such items meet the requirements of the specifications. The University's representative's approval prior to the time of final acceptance shall not preclude the University from rejecting delivered items which do not satisfy these specifications.

48. FEDERAL DEBARMENT

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

49. CONFLICT OF INTEREST

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

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

50. NOTICE OF ITN PROTEST BONDING REQUIREMENT

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

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equal to 10 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. Failure to file the proper bond at the time of filing the formal protest will result in a denial of the protest.

52. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property

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

53. WAIVER/CURE OF INFORMALITIES; ERRORS AND OMISSIONS

The University reserves the right to waive or permit cure of informalities, errors or omissions prior to its acceptance of an offer, and to conduct discussions with any proposers, and to take any other measures with respect to this ITN in any manner which the University, in its exclusive discretion, deems to be in the best interest of the University and its beneficiaries.

54. RELATIONSHIP OF PARTIES

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

55. COMPLIANCE WITH LAWS

Vendor shall comply with applicable Federal, State, and local laws and regulations and University Regulations and Policies with respect to its participation in the ITN process. If Vendor receives an award as a result of the ITN, Vendor shall continue to comply with the foregoing laws, regulations, and policies. **If Vendor fails to comply with the requirements of the preceding sentences, the University, in its sole discretion, may disqualify Vendor, or, if Vendor has been awarded a contract pursuant to the ITN, the University, in its sole discretion, may determine that Vendor is in default.**

56. TERM OF AGREEMENT AND RENEWALS

Throughout the term of the contract the University shall have the option to negotiate additional terms and conditions of the contract in order to meet the needs of the University.

The successful vendor(s) shall be awarded an Agreement for five (5) years, with the University having the option to renew the Agreement for two (2) additional one (1) year periods under the same terms, conditions and pricing if such is deemed by the University to be advisable and advantageous. Renewal of this Agreement is subject to appropriation of funds by the Legislature of the State of Florida.

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CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 2067 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 2067), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

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

(NAME OF COMPANY)

BY: _____

TITLE: _____

DATE: _____

Copiers, Printers and Multi-Functional Printers**SUBPART D - CONTRACTOR'S AGREEMENTS**

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

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

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

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

- (1) The Contractor agrees to comply with the affirmative action clause and regulations published by the U.S. Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Executive Order 11701 and Section 503 of the Vocational Rehabilitation Act of 1973, which are incorporated in this certificate by reference.

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**University of South Florida
Purchasing & Property Services
Request for Taxpayer Identification and Certification
(Substitute for IRS Form W-9)**

Instructions:

1. Use this form only if you are a U.S. person (including U.S. resident aliens). If you are a foreign person, use the appropriate Form W-8.
2. Complete Part 1 by completing the one row of boxes that corresponds to your tax status.
3. Complete Part 2 by providing your Payment Remittance Address
4. Complete Part 3 if you are exempt from Form 1099 reporting.
5. Complete Part 4 by signing & dating form.

Part 1 – Tax Status: (complete **ONLY ONE ROW** of boxes)

Individuals: <i>(Fill out this row)</i>	Individual's Name: (first name, middle initial, last name) _____		Individual's Social Security Number ____-____-____	
Sole Proprietor: <i>(Fill out this row)</i> <small>A sole proprietorship may have a "doing business as" trade name, but the legal name is the name of the business owner.</small>	Business Owner's Name: (REQUIRED) _____ (First Name) (Middle Initial)		Business Owner's Social Security Number ____-____-____ OR Employer ID Number ____-____-____	
	(Last Name) _____		Business or Trade Name (OPTIONAL) _____ _____	
Partnership: <i>(Fill out this row)</i>	Name of Partnership: _____		Partnership's Employer ID Number ____-____-____	
			Partnership's Name on IRS records (see IRS mailing label) _____	
Corporation, exempt charity or other entity: <i>(Fill out this row)</i>	Name of Corporation or Entity: _____ _____		Employer ID Number ____-____-____	
			Are you incorporated? YES <input type="checkbox"/> NO <input type="checkbox"/> <small>A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation. D.B.A. or T.A. companies? Attach all of the business names.</small>	

Part 2 – A. Ordering Address: (Address where Purchase Orders should be mailed)

B. Payment Remittance Address: (Address where Payments should be mailed)

C. Business Contact Information:

Business Phone # _____ Contact Person _____
 Business Fax # _____ Contact Phone # _____
 Business Website Address _____ Contact Fax # _____

Part 3 – Exemption: If exempt from Form 1099 reporting, check here: AND circle your qualifying exemption reason below:

1. Corporation Except there is no exemption for medical and healthcare payments or payments for legal services.	2. Tax Exempt Tax Exempt Charity under 501(a) (includes 501(c)(3)), or IRA	3. The United States or any of its agencies or instrumentalities	4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions.	5. A foreign government or any of its political subdivisions.
--------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------	------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------

Part 4 – Certification: Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I am a U.S. person (including a U.S. resident alien).

Certification Instructions – You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Name of Person completing this form: _____ Phone: (____) _____
 Title of Person completing this form: _____ Address: _____
 Signature: _____ Date: _____ City: _____ State: _____ ZIP: _____
 E-Mail Address: _____

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

If answered yes above, please circle classification that applies:

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

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

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Part 3 – Purchase Order and Payment Preferences

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

Fax Postal mail

Payment Discount Terms:

2% Net 10

Other:

By which delivery method do you prefer to receive payment?

Check

Credit Card
(USF Procurement Card)

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

Part 4 – Signature

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

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

Name of Person Signing Application

Title

Signature

Date

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Purchasing and Property Services

4202 E Fowler Ave AOC 200
Tampa, FL 33620-9000
Phone: (813) 974-2481

IT IS THE RESPONSIBILITY OF THE BIDDER TO CHECK THIS WEBSITE FORTY-EIGHT (48) HOURS BEFORE THE OPENING DATE OF THE BID/PROPOSAL TO VERIFY THAT THE BIDDER HAS RECEIVED ANY ADDENDA THAT MAY HAVE BEEN ISSUED.

TO BE NOTIFIED OF AN ADDENDUM OR RESCHEDULING OF AN OPENING DATE, PLEASE PROVIDE PURCHASING SERVICES WITH THE FOLLOWING INFORMATION:

VENDOR
NAME _____

BID/PROPOSAL NO. **9-13-G**

PHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS

FAX OR E-MAIL THIS FORM TO: PURCHASING SERVICES
 ATTENTION: George Cotter
 FAX NO. (813) 974-5362
 E-Mail: gcotter@admin.usf.edu