

INVITATION TO NEGOTIATE

CONSULTING SERVICES STUDENT HOUSING REDEVELOPMENT PROJECT

ITN# 14-04-GC

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 **CONSULTING SERVICES - STUDENT HOUSING REDEVELOPMENT PROJECT** 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., October 1, 2013. Any questions concerning this Invitation to Negotiate should be directed to George Cotter, Associate Director, Purchasing Services: gcotter@.usf.edu.

University of South Florida Purchasing 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 SERVICES 4202 E FOWLER AVENUE AOC-200

TAMPA, FL 33620-9000 Telephone Number: Area Code 813 974-2481

Web Address: usfweb2.usf.edu/purchasing/purch2.htm

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ITN WILL BE OPENED 3:00 P.M October 1, 2013

INVITATION TO **NEGOTIATE**

ITN NO: 14-04-GC

pages	and may not be	e withdrawn with	hin 120 days after such dat	e and time.		
ISSUING DATE: August 21, 2013		ITN TITLE:	CONSULTING SER PROJECT	VICES – STUDENT	HOUSING REDEVELOPMENT	
FEID NUMBER OF	R S.S. NUMBER		Delivery will be Days ARO		Cash Discount Terms	
VENDOR NAME				REASON FOR NOT SUBM	IITTING PROPOSAL	
				CERTIFIED OR CASHIER' REQUIRED, IN THE AMOU	S CHECK IS ATTACHED, WHEN JNT OF \$	
VENDOR MAILING	G 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 at the location where proposals were opened and will remain posted for a period of 72 hours. Failure to file at the location where proposals were opened and will remain posted for a period of 72 hours.		
WEB ADDRESS: _					n Section 120.53(5), Florida Statutes, shall constitute a waiver of	
AREA CODE	TELEPHONE I	NUMBER				
	TOLL-FREE N	UMBER				
corporation firm, or persi all respects fair and with certify that I am authoriz with all requirements of ti submitting a proposal to after known as the Unive	on submitting a propo- nout collusion or fraud, ted to sign this ITN pr the Invitation To Negot the University of Soutl ersity, the vendor offers	sal for the same ma I agree to abide by oposal for the vend iate, including but no h Florida Board of Tr s and agrees that if t	ing, agreement, or connection with an terials, supplies or equipment, and is in all conditions of this ITN proposal an or and that the vendor is in complianc tilmited to, certification requirements. I rustees, a public body corporate, here he ITN proposal is accepted, the vendor.	n d e n n	ZED SIGNATURE (MANUAL)	
will convey, sell, assign, it * now or hereafter acquirelating to the particula	or transfer to the Unive uire under the Anti-trus ar commodities or se uch assignment shall	ersity all rights, title a st laws of the United ervices purchased o	and interest in and to all causes of actio States and the University for price fixin or acquired by the University. At th me effective at the time the purchasin	n AUTHORIZ g e	ED SIGNATURE (TYPED) TITLE	

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.

5.

- 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.
- 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 2. 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.
- 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.
- DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for ITN proposal evaluation purposes.
- MISTAKES: Vendors are expected to examine the specifications, delivery schedule, (c) 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
- 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

- 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 Statues) 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.
- 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 (f) addressed to: USF Accounts Payables, 4202 Fowler Ave ADM 147., Tampa, Fl. 33620.
- ANNUAL APPROPRIATIONS: The University's performance and obligation to pay under this (g) contract is contingent upon an annual appropriation by the Legislature.
 - 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.
 - 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.

- 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.
- NOTICE OF ITN PROTEST BONDING REQUIREMENT: Any person who files an action 9 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.
- CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 10. 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.
- AWARDS: As the best interest of the University may require, the right is reserved to make 11 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
- SAMPLES: Samples of items, when called for, must be furnished free of expense on or 12. 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.
- NONCONFORMANCE TO CONTRACT CONDITIONS: Others acceptable to the University 13. 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 reprocurement costs may be charged against defaulting vendor. Any violation of these stipulations may

 - a) Suppliers name being removed from the University list.
 b) All University departments being advised not to do business with the supplier without written approval from Purchasing Services until such time as supplier reimburses the University for all reprocurement and cover costs.
- INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination 14. 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

 - 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

- GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this ITN prior to their delivery, it shall be the responsibility of the supplier to notify Purchasing Services at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.
- 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
- 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
- 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 Services the analysis form that accompanied his purchase order together with an invoice
- PUBLIC RECORDS: Any material submitted in response to this ITN will become a public 25. 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.
- 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 reprocurement costs may be charged 26.

 - against your firm. Any violations of these stipulations may also result in:
 a) Vendor's name being removed from Purchasing Services vendor mailing list.
 b) All University agencies being advised not to do business with the vendors without written approval of Purchasing Services.
- CANCELLATION: The University shall have the right of unilateral cancellation for refusal by the 27. 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.

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

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SECTION I: INTRODUCTION

Purpose of ITN

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the "University", intends to negotiate an agreement for Consulting Services for the USF Tampa Student Housing Redevelopment Project.

We Invite Proposals from qualified Providers of Consulting Services to submit a proposal to perform the services as described in the specifications below. Through this process the University desires to negotiate the best value agreement for the University.

Description of University

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

At the heart of USF is a vibrant, diverse and engaged student body. More than 47,000 students are enrolled in the USF System, a system of three separately accredited institutions - USF Tampa, USF St. Petersburg and USF Sarasota-Manatee - with an annual budget of \$1.5 billion and an annual economic impact of \$3.7 billion. The university's main Tampa campus is home to USF Health, including the Colleges of Medicine, Nursing, Public Health and Pharmacy.

With over 230 degree programs at the undergraduate, graduate, specialty and doctoral levels, including the doctor of medicine, there's something for everyone at USF. The university offers a dynamic learning environment that inspires innovation, creativity and collaboration and is focused on student success. More than 2,000 distinguished scholars, researchers and expert teachers, nearly all holding PhDs or the highest degrees in their fields, make up the USF faculty - including the 2012 U.S. Professor of the Year.

USF is a member of the American Athletics 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

SECTION II: SPECIAL CONDITIONS

Attention Vendor: Any vendors who received this Invitation to Negotiate from the Department of Purchasing Services or vendors who have downloaded this Invitation to Negotiate from the USF Purchasing Web site http://usfweb2.usf.edu/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 <u>Invitation to Negotiate</u> shall be delivered to the *Purchasing Services, University of South Florida, 4202 East Fowler*

Avenue AOC 200, Tampa, Florida 33620-9000, no later than 3:00 P.M. on October 1, 2013 according to the official time stamp clock located in the University's Purchasing Services 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 October 1, 2013 will be rejected in the University's sole discretion. These proposals will be returned unopened to the Vendor. Proposals and/or amendments will not be accepted at any time via facsimile or electronic mail. At 3:00 P.M. on October 1, 2013, all timely ITN Proposals received will be opened and receipt of documents 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 October 1, 2013.

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.14-04-GC.

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

2. EVENT SCHEDULE (dates are subject to change)

ITN Issued

Bidder's Questions Due

Response to Questions Posted

Proposals Due/Bid Opening

Proposal Evaluations

Campus Interviews (at USF Option)

August 21, 2013

September 10, 2013

October 01, 2013

October 02-31, 2013

October 28-31, 2013

Bid Awarded

November 04, 2013

3. INQUIRIES

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

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

4. QUESTIONS ABOUT ITN - POINTS OF CONTACT

ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY 5:00 P.M. September 10, 2013.

Any questions concerning this Invitation to Negotiate should be directed to George Cotter, Associate Director Purchasing Services via e-mail at gcotter@usf.edu. Phone: (813) 974-3340.

5. RESPONSE TO VENDOR QUESTIONS

Responses to all vendor questions received prior to 5:00pm on September 10, 2013 will be addressed via an Addendum by 5:00pm on September 17, 2013.

6. ADDENDA

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

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.

7. MEETINGS

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing Services Department located at 4202 E Fowler Avenue AOC 200, Tampa, FL 33620 and posted electronically on the USF Purchasing Bid website <u>five business</u> days prior to the meeting, (USFWEB2.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.

8. PARKING

Annual, semester, monthly, weekly, or daily parking permits must be obtained from Parking and Transportation Services (813-974-3990 for further information) for any company vehicles and/or individual vehicles that will be parked on campus. This applies to all vehicles used for an extended period of time (over 3 days or on a recurring basis). Parking rules and regulations must be observed by all drivers. Website for parking services is:
http://usfweb2.usf.edu/parking services/

9. 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 \underline{may} be required to answer questions and \underline{may} be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required service(s).

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

10. PROPOSAL TABULATION

Proposal tabulation will be available after award and will be posted on the Purchasing website. The proposal tabulation is an accounting of initial proposal information received relative to requested information and may not

include price information. Proposal results will not be given out over the telephone.

11. THE INVITATION TO NEGOTIATE PROCESS

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

12. EVALUATION CRITERIA

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

13. NEGOTIATION WITH VENDORS

To identify vendors for negotiations, submitted proposals will be evaluated, presentations may be requested, and references may be verified and reviewed. The University will compare the proposals according to the evaluation criteria described in SECTION III for the purpose of identifying vendors for negotiation.

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.

14. INVITATION TO NEGOTIATE FORM

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

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

15. 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.

16. 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.

17. 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.

18. NUMBER OF PROPOSALS SUBMITTED

Vendor shall submit one (1) original proposal-clearly mark as "original" and two (2) copies. Vendors must also submit one (1) Electronic copy preferably on a flash drive. Proposals that do not include all of the requested copies, including electronic copy, may be disqualified at the sole discretion of the University of South Florida.

19. 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.

20. 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.

21. 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.

22. 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 \underline{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.

23. RIGHT TO TERMINATE

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

24. 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.

25. 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.

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 $\underline{\text{MUST}}$ supply their Federal Employee Identification Number or Social Security number.

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

Vendors are required to complete and return the W-9 Form attached herein with their proposal response (the W-8BEN form can be downloaded from the IRS site, http://www.irs.gov/pub/irs-pdf/fw8ben.pdf.)

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

29. 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.

30. 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 Services at (813) 974-2481 at least 5 working days prior to the scheduled event.

31. 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.

32. <u>EQUAL OPPORTUNITY STATEMENT</u>

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

- A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.
- B. If the bidder expects to receive \$25,000 in Revenues during the first 12 months of this agreement, a complete "Certificate of Non-Segregated Facilities" shall be attached to the bid response. Sample certificate attached.
- C. If the bidder expects to receive \$60,000 in Revenues during the first 12

months of this agreement and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.

D. If the bidder expects to receive \$60,000 in Revenues during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the bidder, subject to review upon request by the user agencies of this agreement.

33. 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.

34. 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

35. 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.

36. 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.

37. 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.

38. 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.

39. INDEMNIFICATION

Vendor agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, the University of South Florida, and the University of South Florida Board of Trustees, a public body corporate, and their officers, employees and agents,

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

40. INSURANCE

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

1.	Commercial General Liability		
	Each occurrence	\$	250,000
	Each aggregate	\$	500,000
2.	Business Auto Liability Insurance		
	Combined Single limit	\$	500,000
3.	Umbrella or Excess Liability	\$1	,000,000

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

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 BUSINESS ENTERPRISE (MBE)

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

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

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

Prime Contractor Quarterly Report documentation shall include the reporting of spending with state of Florida certified/non certified small, minority, service disabled veterans and women-owned business enterprises. Such reports must be submitted quarterly to the USF Supplier Diversity Manager nmathis1@usf.edu by e-mail to be utilized for the University's Annual subcontractor reporting to the State of Florida, Department of Management Services, Office of Supplier Diversity. Subcontractor Reports should be provided by the Prime Contractor on a quarterly basis by the 7th of the month in January, April, July & October by email.

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

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

CERTIFIED MBEs

CMBE, MV-H, AFRICAN-AMERICAN

CMBE, MV-I, HISPANIC AMERICAN

CMBE, MV-J, ASIAN-HAWAIIAN

CMBE, MV-K, NATIVE AMERICAN

CMBE, MV-M, AMERICAN WOMAN

CMBE, MV-W1, SERVICE DISABLED VETERAN (CERTIFIED)

NON-CERTIFIED MBEs

NON-CMBE, MV-N, AFRICAN-AMERICAN
NON-CMBE, MV-0, HISPANIC AMERICAN
NON-CMBE, MV-P, ASIAN-HAWAIIAN
NON-CMBE, MV-Q, NATIVE AMERICAN
NON-CMBE, MV-R, AMERICAN WOMAN

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



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

YES	NO	
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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.

46. 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)

47. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All vendors must disclose with their response to this 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.

By submitting a response to this ITN, the Vendor acknowledges its agreement that the awarded Vendor(s) will not be eligible to submit a response to any future solicitation to identify a private sector partner for the USF Tampa Redevelopment Project. See USF Regulations USF4.02040(4) & USF4.02040(5).

48. 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.

49. 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.

50. COMPLIANCE WITH LAWS

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

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

51. TERM OF AGREEMENT AND RENEWALS

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

52. AVAILABILITY OF FUNDS

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

SECTION III: SPECIFICATIONS

I. PURPOSE

The University of South Florida is seeking a program development advisory firm or firms with national experience to provide services in a consulting engagement that will likely include the following major components:

- 1) Assess the University's strategic objectives for its USF System student housing (including Tampa and two Regional Campuses) and in particular for the USF Tampa student housing redevelopment project and describe a range of appropriate development agreement structures.
- 2) Define and evaluate each component of the project, which should include programmatic goals, market analyses including modeling demand for oncampus housing from well-qualified geographically diverse students, political issues, capital and operating factors to determine the direct impact of various scenarios on the University; benchmark the redevelopment project to best practices for on-campus student housing development, best practices in the University Housing industry, and best practices for key agreement structure terms at peer institutions; develop an integrated pro forma financial model; develop short-term and long-term development funding strategies and assess effects on the University's financial statements and credit; provide clearly documented analyses of risks/benefits of alternative development strategies compared to the traditional tax-exempt financing and management model employed by the University for student housing; assist with a RFQ/ITN/RFP process to identify a private sector student housing development project partner; and develop campus operational and infrastructure requirements.
- 3) Review pre-development and development agreements to ensure alignment with strategic objectives.
- 4) Provide oversight of project designs, facility development program (scope, budget and schedule) and phased implementation of construction that will provide consistency throughout the multi-year redevelopment project to ensure that goals and standards are met.

II. BACKGROUND AND PLANNING

The USF Strategic Plan 2013-2018 (http://www.ods.usf.edu/Plans/Strategic/) charts a bold and ambitious course for the University, building on the success of the 2007-2012 Strategic Plan and solidifying USF's position as a high-impact, global research university dedicated to student success.

USF Tampa is the main campus of the University of South Florida and a member of the USF System, comprised of USF Tampa, USF St. Petersburg and USF Sarasota-Manatee. At USF Tampa, over 30,400 undergraduates, more than 8,400 graduates, over 550 Doctor of Medicine candidates and more than 1,500 non-degree-seeking students make up the total campus enrollment of over 41,000. The students are a diverse group, coming from every state, every U.S. territory and more than 150 countries around the world. International students make up 5 percent of the total student population.

Goal 1.13 of the Strategic Plan is "Increase the percentage of degree-seeking undergraduates living on campus in institutionally-owned, controlled or affiliated housing."

Student housing on the Tampa campus consists of 5,389 beds in 33 buildings. The most recent addition to the Tampa housing program is the 2009 Juniper/Poplar complex of 1,050 beds. The oldest facilities are the 50-year old Andros complex of 1,039 beds.

The University has ground leased Tampa campus land for existing student housing properties and pledged student housing rental revenues to the USF Financing Corporation (a Florida not-for-profit corporation and direct support organization of the University) that has issued \$250 million of USF Housing System "A-1" rated bonds to develop student housing and student centers on University campuses in Tampa and St. Petersburg.

USF Tampa Student Housing Redevelopment Project

Tampa's Andros student housing complex, including nine residential buildings, a dining and programming center, an office building and support structures, needs to be replaced as the buildings are functionally obsolete and cannot be efficiently renovated. The Andros buildings are currently fully occupied and generate \$5.3 million of revenue pledged to debt service on the USF Housing System bonds and for Tampa housing operations.

The Financing Corporation does not project sufficient USF housing system debt capacity over the next 5-10 years to issue new tax-exempt bonds to develop the replacement housing for the Andros complex.

The University President, recognizing that undergraduate student housing is a strategic core business, believes that this housing redevelopment project could physically transform a major portion of the campus allowing it to offer compelling academic and student life services, particularly attractive to well qualified students from a broad geographic area.

The President believes that this project has the potential to maintain the University's credit position in coming years while providing an important competitive advantage relative to traditional and non-traditional competitors for the most attractive students.

University leadership is interested in achieving the following development objectives:

- Redevelop the 1,039-bed Andros complex in a campus-transforming "village concept" incorporating a unified architectural theme and materials which replicate the most iconic student building on campus.
- 2. Incorporate the redeveloped Andros beds and potentially 2,500 new housing beds with appropriate retail, dining, parking, recreational and other attractive student amenities on 3 possible campus housing sites.
- 3. Provide a phased development to maintain current minimum levels of housing inventory for students, maintain pledged revenue for existing housing bonds, and increase housing inventory incrementally in response to demonstrated absorption potential.
- 4. Align redevelopment project objectives with University enrollment planning and demand from targeted well-qualified students for student housing.

- Comply with University building codes, standards and regulatory requirements.
- 6. Consider the design tenants adopted by the Association of College and University Housing Officers - International (ACUHO-I) 21st Century Project focused on sustainability, flexibility, community, and technology.
- 7. Maintain University and USF Housing System credit ratings.
- 8. Provide a compelling value proposition to well-qualified students from a broad geographic area.

III. SPECIFIC ITEMS TO BE INCLUDED IN PROPOSAL

Vendor Introduction

- Provide a brief Vendor history and overview including location(s) of office(s) responsible for providing the required services. Identify any joint venture or affiliated relationship, if relevant to this ITN.
- Include resumes for specific team members that will be assigned to this consulting engagement. Please include anticipated responsibilities, current workload, and ability to appropriately provide services. Any experience outside your firm should be identified in the respective individual's resume.

Vendor's Experience

- List relevant Vendor experience with this type of consulting engagement. Describe the firm's background and experience in providing these types of services.
- Specifically list and highlight your experience with relevant university consulting engagements. Indicate clients, size of relationship and role and include a brief description. Experience with educational institutions and university housing redevelopment projects similar to the University of South Florida and its project are preferred.
- Provide three references from similar consulting engagements. Include contact name, title, address and phone number.

Service Plan

- Based on the disclosures contained in this document and all other requirements, engagement components and objectives, provide a complete and comprehensive statement of the work and requirements in the proposal that will be performed in providing the necessary services to the University to facilitate the successful development of the student housing redevelopment project.
- For the service plan above, provide a complete and detailed cost proposal, by component, describing proposed fees or financial benefits, if applicable, and describe all other components of the service plan proposal.
- For the service plan above, provide assumptions for costs and benefits and a discussion of the rationale for costs / benefits.

• For the service plan above, discuss the merits of the unique features of the proposal, including software and University cost management features.

Each proposer must submit one (1) original, two (2) copies and one (1) electronic copy (preferably on a flash drive) of the proposal to Purchasing Services as indicated in Section II, Item 1.

IV. EVALUATION FACTORS

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

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

- 1) proposer's capabilities,
- 2) proposed team qualifications,
- 3) proposer's relevant experience,
- 4) proposed comprehensive plan of advisory services for each component,
- 5) advisory fees for each component, and
- 6) references.

These criteria are described in order of importance to the University.

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

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

Attachments

DESCRIPTION OF USF TAMPA STUDENT HOUSING AND REDEVELOPMENT PROJECT OPTIONS

Project Overview

The University of South Florida is a high-impact, global research university dedicated to student success. Goal 1 of the 2013-2018 Strategic Plan calls for "well-educated and highly skilled global citizens through our continuing commitment to student success." To realize this goal, the university will 1) provide highest quality interdisciplinary educational programs and student research opportunities; 2) develop diverse, dynamic global citizens to strengthen communities and improve quality of life; 3) enhance opportunities for all students by providing transformational learning; 4) educate competitive, highly skilled students prepared to excel in the global job market; and 5) deliver a globalized curriculum.

The accountability metrics used to measure our progress toward this goal include increases in First Time in College (FTIC) student headcount enrollment; number of first generation Undergraduate students enrolled; percentage of undergraduate students receiving Pell grants, total number of international students, number of degreeseeking undergraduates living in institutionally-owned, controlled, or affiliated housing; the freshmen retention rate; and the six-year graduation rate for FTICs.

Housing & Residential Education's mission is to provide a safe community with innovative programs and quality services that contribute to student success by fostering their learning, personal development, and citizenship. Due to the University's first year live-on requirement, first time in college students comprise the majority of our residential community. For Fall 2013, demand for housing by returning undergraduate students exceeded our capacity and allowed for only limited transfer student space to be available. The strategic enrollment plan goals to increase out-of-state and international students will dictate an even higher demand for on-campus housing. With increased access to an affordable, high-quality residential experience, demand will continue to grow beyond the current capacity. The housing redevelopment project serves these and other strategic objectives of the University of South Florida because it will contribute substantially to on-going efforts to create a stimulating campus life full of diverse academic, economic, cultural, and athletic opportunities that support and complement other efforts to promote student success.

In order to respond to the immediate priority to replace the Andros complex with a robust village concept while strategically expanding the overall on-campus residential capacity, this project may explore a multi-phase, multi-site approach. This will allow USF to maintain current capacity throughout the redevelopment project and to adjust phasing based upon enrollment and demand. In order to provide the most flexibility for the creation of a true village concept on the Andros site, the initial 1,000 beds may be sited in the north residential quadrant south of Beta Hall, east of Argos, and west of Maple Drive (identified as the "Willow" site). As beds open on the Willow site, the 1000+ beds on the Andros site could be demolished, infrastructure prepared, and the ideal village concept developed and launched inclusive of suite and traditional beds for first and second year students, a robust community center, variety of dining venues, indoor and outdoor recreation and gathering space, retail, and residential and visitor parking. The residential components of the Andros site will be phased in at a rate of 600-800 per year based upon demand and anticipated absorption rate for the overall Tampa Housing system. Later phases, may also include smaller apartment style housing (studio, one-, and two-bedroom) options targeting seniors, graduate students, and visiting scholars. A third residential site has been identified north of the current Juniper Poplar housing to be used if needed.

Housing Redevelopment Considerations

With a current capacity of 5,389, Housing & Residential Education is a mix of single and double occupancy spaces in traditional, suite, and apartment style beds along with doubles in the fourteen Greek Village houses. While the primary focus of Housing & Residential Education is supporting the needs of our full-time enrolled students, accommodations are also offered to faculty, staff, visiting scholars, camps and conferences. Acknowledging our strategic priorities to keep a high quality residential experience accessible to the USF student body and the focus on first time in college student needs, this redevelopment project will add traditional double and single rooms with modern, spa-like community bathrooms and suite style housing to the inventory. Initial estimates project 85% double and 15% single options in new construction. The competitive off-campus apartment style options satisfy the market demand and inform the decision to not expand beyond the 1,750+ three and four bedroom apartment options already on-campus.

The expectation is that this project will demonstrate the design tenants adopted by the Association of College and University Housing Officers - International (ACUHO-I) 21st Century Project focused on sustainability, flexibility, community, and technology. Each building may be designed using a core community size of 32 residents per floor/wing/pod with overall building capacity between 350-400 residents. Each building is expected to include single spaces for residence assistants, apartments for live-in professionals, graduate assistants, and faculty in residence, and office space for same. Amenities are expected to include kitchen/great room on each floor, community laundry space, recreation space, multi-purpose programming and instructional space within the building, as well as collaborative learning and quiet study spaces throughout the community capitalizing on cutting edge technology. Design will incorporate best practices on intimately scaled social and academic spaces, optimal use of natural lighting, and ground floor spaces that are transparent and encourage community identity and passive security. The community will support expansion of living learning communities and residential curriculum while supporting academic success, community connections, and globalization. Ample space will also be allocated for operational needs of the building including storage, housekeeping, technology, office, mail, trash, vending, and lobby and service desk locations.

In keeping with optimal community design and institutional criteria, the buildings will likely be five to seven story buildings with ample green space and pedestrian connections. The communities will be supported by a new large scale residential dining facility on the Andros site that delivers affordable, nutritious, appealing dining options to the residential community and beyond. The expectation is that convenient niche food venues with late night hours, indoor/outdoor connections, and attractive gathering spaces will be integrated into the new dining options offered to the community as part of this project. The village concept will be realized with the addition of a vibrant, centrally located community center that will serve as the hub of residential and campus community life. The vision includes a game room (foosball, air hockey, and billiards), high speed internet gaming solutions, poolside open air dining, and designated athletic spaces for football, basketball, tennis with green space for Frisbee and outdoor recreation. Incorporating retail (including a possible grocery option) into a parking structure at the north campus entrance, will provide access to staff and students in the local community and the student residences to the south.

The current debt structure for the Tampa Housing system requires revenue from all housing properties (including Andros) to support the overall obligation. It will be critical to ensure that the financing model used for the Andros redevelopment and related projects be structured in a way to maintain that support for the system and accompanying infrastructure needs.

UNIVERSITY BUILDING CODES, STANDARDS AND REGULATIONS

Campus Master Plan

The current Master Plan Development Agreement with the City of Tampa has a balance of an additional 1,476 net student beds to be added to the current inventory. The Agreement allows for up to 10% of the original 2,526 to be added before the Agreement would have to be renegotiated. Therefore a total 1,728 beds additional capacity would be allowed under the current Agreement. Replacement of demolished beds is included in the Master Plan and does not affect that number. The next Master Plan Update is scheduled to be done by 2015. The Development Agreement is in effect until December 31, 2015. There is space capacity in the campus Support category, however the traffic analysis basis for the Agreement did not include Retail functions that would generate additional traffic from off-campus. Depending on the scope of changes to the existing plan, 2 public hearings and a 90 day agency review may be required in order to amend the master plan. There may be an additional impact assessment for traffic generated by retail to be negotiated with the city. Possible improvements to Fletcher may be required. The Campus Master Plan is governed by F.S. 1013.30.

Codes, Permits, and Standards Generally Required for USF Construction and Maintenance Operations

The Architect/Engineer shall ensure that the Contract Documents comply with all applicable codes, regulations, and orders in effect at the time of permitting. The Architect/Engineer shall submit a list of codes to which the project is subject, to the University with the Schematic Design submittal. All reference to codes herein shall mean the latest editions adopted through legislation or state rule-making for use in state-owner/leased buildings (including, but not limited to Florida Statues sections 471, 481 and 553).

The Architect/Engineer shall confer with the University Project Manager to determine those permits to which the project is subject. Required permits include those necessary for the design as well as those needed by the Contractor for actual construction work.

The Architect/Engineer shall determine the requirements of each permit, confer with the appropriate officials, and submit all required information necessary to obtain approvals by the Agencies Having Jurisdiction over the Project. The Architect/Engineer shall ensure that the design and contract documents and additional information provided are capable of obtaining all required approvals and permits in a timely manner.

The Architect/Engineer shall use the following codes (where code requirements conflict, the USF Office of Facilities Planning shall resolve any disputes of code application).

Building Codes: The 2010 Florida Building Code with current updates at time of building permitting. 2013 FBC is expected to take effect in March 2014.

Challenge with renovation of any buildings will be the Energy code compliance as well as ADA. Demolition of existing buildings will require Asbestos survey and EPC permits.

Fire Prevention and Life Safety:

- The 2010 Florida Fire Prevention Code, including the Life Safety Code, in effect at time of building permitting. New FFPC 2013 will take effect January 2014.
- Fire Protection Rules and Regulations of the State Fire Marshal, in effect at time of building permitting. State Fire Marshall plans review and inspections required.

Current Building Code and Permitting process information may be obtained at the USF Facilities Planning & Construction, Building Codes Administration website: http://usfweb2.usf.edu/facilitiesplan/Process/bca.html

Federal (EPA):

- NPDES, Phase II MS4 Permit for Storm water Pollutant Abatement/Discharge Notice and coverage under the State's General Permit submitted to the FDEP.
- Air Emissions Permit (For Central Plant Boilers), Applications submitted to the Hillsborough Co. Environmental Protection Commission (HCEPC).

FDEP:

- Permit for Water System Improvements/Alterations Applications submitted to the Hillsborough Co. Health Dept. (HCDOH).
- Permit for Sanitary System Improvements/Alterations Applications submitted to the Hillsborough Co. Environmental Protection Commission (HCEPC).
- Permit for Fuel Containment Vessels greater than 500 gals. Application submitted to the Hillsborough Co. Environmental Protection Commission
- Permit for Industrial Waste Discharge (IWP) Permit for any Chiller Plant cooling tower discharges going into the storm water system.
- Notice of Demolition or Asbestos Renovation if required, Administered by the local Agency HCEPC.

SWFWMD:

- Permit for Storm water Management and Pollutant Abatement Applications submitted to the Southwest Florida Water Management District, Tampa Office.
- WUP Water Use Permit, a 10 year duration permit issued by the Southwest Florida Water Management District that limits the amount of water the University can pump from its wells for its usages.

City of Tampa:

- Commitments of Service for City of Tampa Water Application submitted to the City Water Dept. only when water will be served by them to a USF project.
- Commitments of Service for City of Tampa Sewer Application submitted to the City Sewer Dept. for all new building services on the Tampa Campus

Hillsborough County:

• Right-of-Way Use Permit - Application submitted to the Right-of-Way Dept. for any work required to be done in the Right-of-Way of Bruce B. Downs, Fletcher Ave., and $50^{\rm th}$ Street.

Note: Permits listed above are not the specific names of the permits but are identified by the issue they address.

University

- USF Policies
- USF Design and Construction Standards: http://usfweb2.usf.edu/FacilitiesPlan/process/guidelines.html
- USF Division of Information Technology Standards
- USF Parking & Transportation Services

Other:

- Applicable Federal Regulations
- Florida Statutes
- Board of Governors Regulations
- LEED Silver Certification
- Federal Fair Housing Accessibility Guidelines
- others as applicable

UNIVERSITY HOUSING PROJECT INFRASTRUCTURE REQUIREMENTS

General Notes

The proposed Housing growth exceeds the 1500 bed expansion included in the University's Water Use Permit. SWFWMD has emphasized that it will not increase the USF water allocation. USF must absorb this additional impact and still meet the needs of the future campus population. Use of existing infrastructure capacity in addition to

what is currently being used by the Housing facilities in utilities will need to be reimbursed. The capacity refers to that of generation and delivery systems of, electrical, chilled water, hot water, potable water, storm and sanitary sewers. University approval will be required for design of systems and selection of materials. The USF standard is for LEED Silver minimum certification.

Willow Site:

Requires coordination with Parking & Transportation Services for parking impact and transit service.

ELECTRICAL: Insufficient capacity. The budget must include extending the Argos area primary feeder loop to the site and a new transformer feeder loop.

HOT/CHILLED WATER: Insufficient capacity. 3 options: Option 1 adds chilled water capacity and distribution piping to SEP and adds boiler capacity and distribution piping from CPT. Option 2 includes a variable refrigerant flow (VRF) air-conditioning system integral to the building. Option 3 includes a new plant on site possible to support the Willow and Andros sites. Requires demolition and replacement of space in RAD & RAE.

STORMWATER: This site is prone to drainage problems. Lot 17 is planned to be replaced by a storm water pond to attenuate runoff and bring flood protection to the area. Without infrastructure funding for this pond, the buildings/site will need to be elevated.

POTABLE WATER: Potable water and fire protection to the area should be adequate. The project will need to reroute the distribution system to provide room for the buildings.

SANITARY: Insufficient capacity. Lift Station #2 was designed to serve only an additional 400 beds. For a 1,089 bed project, another Lift Station is required. The station would discharge to the City system at Fletcher Avenue. The City must approve the additional connection as their system is limited.

TELECOMMUNICATIONS/DATA: The site is void of any communication in-ground infrastructure and will require the placement of new infrastructure

Andros Site:

May require construction of road, Campus Master Plan Amendment, Development Agreement Amendment, relocation/addition of parking, radio tower and University Police. Any alteration to the wetland will require a special permit. Asbestos assessment of the existing buildings is required and may require permits for the demolition.

ELECTRICAL: A new USF/TECO feeder via Fletcher will be needed for the additional beds and potential chiller plant to serve Andros and Argos. There may be additional costs associated with project phasing due to keeping portions of the existing feeder system energized to serve existing facilities while constructing the new feeder loop.

HOT/CHILLED WATER: Insufficient capacity. 4 options: Option 1: expands CPT hot/chilled water capacity and distribution system. Option 2 includes a variable refrigerant flow (VRF) air-conditioning system integral to the building. Option 3 includes a new plant with hot/chilled water capacity near the Willow site to support the Willow site and Andros site. Option 4 expands SEP for chilled water and CPT for hot water to serve this site. Each plant would require additional capacity and distribution piping in order to meet the facility demand.

STORMWATER: The northern RMU, RLA, and Lot 16 area is prone to flooding. Buildings will need to be elevated. New storm water piping to convey water from the area will be needed and onsite retention pond(s) are recommended to manage the flow and provide flood protection.

POTABLE WATER: Existing lines will have to be relocated and extensions will be needed for fire protection.

SANITARY: New sanitary lines and a replacement/relocation of Lift Station #3 will be needed.

TELECOMMUNICATIONS/DATA: The site has in place extensive in-ground infrastructure. Once a site plan is determined, an assessment of the current infrastructure will need to occur to determine what modifications and additions will be needed to support the project. The AOC IT Communications node is located in the Andros residential complex. It provides both data and voice connectivity to 76 surrounding buildings within the northeast quadrant of the campus. The AOC Center also provides an operations center for the termination for telecommunications providers including: Verizon, Time Warner, Level 3, and Sprint. Services provided also include commodity Internet, Metro Ethernet (to provide data services to USF's remote campuses) and voice circuits (PRI, analog, BRI, and others) for both voice and alarm services. The relocation of the AOC node would require 1200 square feet of space, located within a USF owned facility in the northeast quadrant of the Campus. This facility will require a generator with adequate capacity for power in the event of an outage and redundant auxiliary cooling units, and the probability of substantial in-ground infrastructure construction and new cabling installation. Migration to a new facility would occur over some period of time in which both facilities would be active, requiring an investment in additional electronics in order to support this activity.

Juniper/Poplar Site:

Requires coordination with Parking & Transportation Services for parking impact and transit service.

ELECTRICAL: TECO recently increased capacity serving this area and is able to serve the project until a new Leroy Collins feeder is constructed.

HOT/CHILLED WATER: Insufficient capacity. 3 options: Option 1 expands CEP hot /chilled water capacity and distribution. Option 2 is a variable refrigerant flow (VRF) airconditioning system integral to the building. Option 3 expands the existing JP aircooled plant. Similar to JP, heating integral with boilers and hot water distribution are within the buildings for Option 3.

STORMWATER: The removal of the parking lot for the building(s) will significantly mitigate the storm water impact of the new construction. Proper building elevations and onsite piping systems will be needed.

POTABLE WATER: Adequate potable and fire service should be available. The project will need to extend a loop through the site.

SANITARY: Sanitary capacity from Lift Station #1 exists for this site. Sanitary lines need to be extended to the site.

TELECOMMUNICATIONS/DATA: The site is largely void of any communications in-ground infrastructure, although the east edge is within close proximity of a main conduit and any conflict can likely be avoided with close coordination during planning of building placement.

UNIVERSITY HOUSING PROJECT INFORMATION TECHNOLOGY REQUIREMENTS

USF Information Technology has been engaged with Tampa Housing in understanding the proposed expansion and redevelopment of the Andros Complex. This document is intended to outline the services which will be needed for the residents and administration of the future project and how those services can be delivered in a Public-Private Partnership (P3) environment.

Overview of Services

Data and Voice Networks. USF IT provides the data and voice networks for the USF System and has provided those services to Housing for many years. There are several components that should be described.

Internet Connectivity. USF IT provides internet connectivity service for the USF System through various contractual subscription arrangements with primary and backup internet service providers. This internet connectivity is provided to Housing for use by residents through the other components of the data network.

Wired Local Area Network (LAN). USF IT provides connectivity to Housing through the campus LAN connectivity. Housing has paid for LAN components of the wiring in the buildings and for the data network switches in the wiring closets. Housing has been responsible for the cost of the upgrades of the building wiring and building network switches. USF IT is responsible for the campus LAN and connection of Housing to the campus LAN.

Wireless Network. USF IT provides the central infrastructure for a seamless wireless network across the institution. Access is available to students, faculty and staff through a central identity management system-based authentication. Housing has been responsible for the costs of wireless access points in its areas. These wireless access points are managed by the USF IT organization. Upgrades to the wireless access points have been funded by Housing.

Voice Telephone Services. USF IT provides telephone services to the residence halls. While the number of telephones installed in individual rooms has dramatically dropped due to cell phones, there are still telephones installed for common areas. These phones serve a public safety purpose as well as a convenience. Phones are also utilized at hall entry points as part of the access control process. The current model is that USF IT charges Housing for each telephone on a monthly basis. USF IT is responsible for the maintenance of the central equipment which makes the telephone system operable. The door access Instruments that break are replaced by USF IT with Housing paying for the new equipment. If new telephones are requested by Housing, USF IT charges for the installation. Telephones and associated cabling are repaired for no additional fee unless there is vandalism.

Distributed Antenna System (DAS). USF IT provides the central infrastructure for the indoor Distributed Antenna System (DAS) which boosts indoor cellular signal in areas that would otherwise have poor quality signal. This carrier-neutral system ensures residents and staff can use their mobile devices for voice calls as well as data applications. USF IT will survey the building and design the system to best serve each individual building. Housing is responsible for the initial costs of the in-building equipment. It is expected that the cellular carriers will contribute to the ongoing maintenance costs of the system. Upgrades to the system would need to be funded, in the current model, by Housing.

Television Services. Housing has for many years provided the Cable Television (CATV) system which provides downlink of programming and delivery of signals to individual television outlets located within the residence halls. This system has been maintained by a private industry contract services company. Any upgrades to the system have been funded by Housing. IT does coordinate CATV installations and provides Tier 1 support for other campus locations receiving Cable Television service.

Audio/Video Services. IT has traditionally held a consultation role with Housing for audio visual design and installation projects. In this capacity IT reviews plans advising on infrastructure requirements and adopted equipment standards, and recommends solutions generally focused on classrooms and learning common areas. IT also provides helpdesk and some maintenance support for Housing classrooms.

IT Helpdesk. IT also provides and supports 7X24 Helpdesk services to Housing and its residential students for the above mentioned services.

Supporting a Public-Private- Partnership (P3) Model

Should this redevelopment housing project be delivered through a P3 engagement, IT needs to outline and discuss the systems and issues might arise.

In order for residents to have access to USF technology resources and be connected to the rest of campus and associated systems, continuation of the provision of these services by USF IT would be logical. Some examples would be:

- Seamless wireless access. With the use of more and more mobile devices, keeping this project in the campus wireless network would provide a common level of service and devices would remain connected when moving between this project area and other parts of campus. Additionally, with USF IT providing the wireless service, there would not be contention with wireless service provided by a P3 operator.
- Telephone service for emergency calls. Since the campus telephone system connects to the University Police for 911, inclusion of the telephone service would be important to maintain.
- Internet connectivity. While internet connectivity could be provided by H&RE through other means, that model might not be in the best interest of students. Internet connectivity through the USF Network will provide the most seamless approach and less complexity for end-users in the event of problem resolution.

We will discuss the services as noted above and the implications there might be in a P3 model.

Internet Connectivity. In a P3 model, internet connectivity would still best be provided through USF IT's connectivity. This provides the most seamless service to the end users. Payment for the internet connection is made by Housing in the current environment. Depending on the P3 model, the proportionate amount of headcount for the P3 operated housing would need to be covered in one way or another. This could be handled by the P3 provider paying USF IT directly or the payment could be made through Housing.

Wired Local Area Network. It is assumed that Housing desires to continue with wired data network connections to classrooms, digital information displays, in each residence room (usually 1 per bed), and common areas. While many students use the wireless network for their activities, the wired network is still seen as necessary for applications that require higher, consistent network bandwidth. Many current students connect their game consoles, TV's, and other entertainment devices to the wired network as well as those with desktop computers.

In the construction of a facility, there needs to be accommodation in the buildings for what IT refers to as "wiring closets." These closets are the termination points for the data network connections out to the room. Additionally, network equipment is located in these rooms. Wiring closets need to be located so that no wiring run (from the jack to the termination in the closet) is longer than 100 meters. The cabling must be installed in compliance with USF IT wiring specifications. It is highly recommended that the cabling and associated jacks and cross-connect panels be installed by one of USF IT's pre-qualified contractors under the oversight of USF IT. This insures a quality installation and one that can be supported by USF IT.

The network equipment for each building will need to be paid for during the initial construction. Estimates for the cost of this equipment can be provided by USF IT when building plans are developed to the completion stage where data jack and wireless access points are identified. Installation of the equipment must be overseen by USF IT in order to insure it can be supported.

This equipment will need to be upgraded / replaced periodically. The replacement/upgrade period is usually 5 years. USF IT will work with Housing or the P3 operator at the time of replacement to develop a cost estimate and for equipment specifications. Installation of replacement equipment must be overseen by USF IT in order to be supported.

Wireless Networks. It is assumed that Housing will desire to continue with wireless access since more and more access is through this method. Wireless access will need to be provided by USF IT since an interconnected system will provide seamless coverage to the end users. A separate wireless network would be confusing to users and would present support challenges.

In the building design process, USF IT would work with Housing and the P3 operator to design the wireless network in order to provide the proper coverage and capacity. The wireless infrastructure will consist of wireless access points, cabling, and network switch connections. It would be expected that the P3 operator would pay for this entire infrastructure. This equipment will need to be replaced over time. The normal replacement period for wireless access points is 5 years.

Additionally, USF IT runs the wireless controllers that support the H&RE wireless installation. Depending on the P3 arrangement, some portion of IT's costs for running this infrastructure would need to be allocated and paid for this portion of the wireless network.

Voice Telephone Services. Locations for telephones or telephone like devices (fax machines, for example) would need to be identified during the design process. Each location will need cabling installed for connection back to the wiring closet as well as the appropriate jacks. USF IT cabling specifications must be followed in order for the system to be supported. USF IT has pre-qualified cable installers who, as with the wired and wireless networks, can install the cabling with IT oversight. Telephone service is currently billed on a monthly, per-set charge. If this billing method continues, the P3 operator or Housing will need to pay for the costs of the telephones. In the future, USF IT anticipates a change in telephone billing which would still allocate the costs to organizations, but may do so in a different manner (based on some to-be- determined metric). Telephone equipment is upgraded through the current telephone auxiliary and the monthly charges for telephones funds this expenditure. Thus, there would not be other charges for replacement or upgrades of the central telephony equipment. However, it is expected that the telephone instruments would be funded by Housing or the P3 operator.

Distributed Antenna System (DAS). The project buildings would need to be surveyed for strength of cellular signal as design is completed for optimum placement of repeaters and antennas to provide the building with full cellular coverage. As with the wired and wireless networking, USF IT cabling specifications must be followed in order for the system to be supported. At this time, the approach to upgrades to equipment has not been defined. USF IT is soliciting more support from the cellular carriers but at this point, only maintenance costs for the existing central infrastructure have been considered.

Television. Since television services are currently provided by Housing, it would be expected that the model would be continued for the P3 environment. USF IT does not play a direct role at the current time. Should USF IT begin to provide internet television services, how this would be delivered for Housing would need to be considered.

Audio/Visual Services. It is assumed that Housing would continue to have USF IT consult on educational and other AV projects to ensure standards are implemented where possible offering faculty and students a seamless teaching and learning classroom experience.

Helpdesk. It is assumed the Housing would want to maintain IT Helpdesk Services to provide faculty, staff and students with a common support structure.

Summary

Provision of technology services for Tampa Housing would best be served through utilization of USF Information Technology systems and services. Following the precedent of the current model, any P3 arrangement needs to follow the same basic

model for provision of equipment, payment of services provided by USF IT, and provision of upgrades and replacement of equipment.

REQUIRED FORMS:

Invitation to Negotiate cover Page (Signed)

Minority Vendor and P-Card Certification

Certificate of non-Segregated Facilities

Bidder's Affirmation

W-9 (or W-8BEN) Form

Small, Minority or Woman Owned Business Form

Purchase Order Payment Preference

All issued Addendums to this ITN (Signed)

Minority Vendor & Visa P-Card Certification

Certification of Minority Vendor

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

Authorized

CERTIFICATE OF NON-SEGREGATED FACILITIES

DATE:

SUBPART D - CONTRACTOR'S AGREEMENTS

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

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

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

Bidder's Affirmation and Declaration

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

Affiant's Name

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

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

Further Bidder Sayeth Not.

Bidder: Complete the Acknowledgment on the following page.

Bidder's Affirmation and Declaration - Continued

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

See Bid Proposal Herein

Firm Name:
Type of Organization: [] Individual [] Small Business [] Non-Profit [] Partnership [] Corporation [] Joint Venture
Business is licensed, permitted or certified to do business in the State of Florida.
E-Mail Address:
Division of Management Services SPURS License No.:
State of Florida Corporation ID No. (from Secretary of State):
State of Florida Fictitious Name Reg. No. (from Secretary of State):
State of Florida Contractor's License No. (from DPR):
Name Contractor's License is under:
FEID No County of
Representative's Name:
Authorized Representative's Title:
Address:
City: State: Zip Code:
Telephone NoFax No
The foregoing instrument was acknowledged before me this the day of, 2010, by who is personally known to me or who has produced identification and wh
Signature of Notary Public Authorized Signature of Affiant
Notary Public State of
My Commission Expires:
Printed, typed or stamped Commissioned Name of Notary Public Printed, typed or stamped Name of Affiant



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 <u>one row of boxes</u> 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 Statu	s: (complete <u>ONLY ONE ROW</u> of box	es)			
Individuals: (Fill out this row)	Individual's Name: (first name, middle initial	last name)		Social Security Number	
Sole Proprietor: (Fill out this row) A sole proprietorship may	Business Owner's Name: (REQUIRED)	Business Owner's Social Security Number	Business or T	rade Name (OPTIONAL)	
have a "doing business as" trade name, but the legal name is the name of the business owner.	(First Name) (Middle Initial)	OR Employer ID Number			
	(Last Name)				
Partnership: (Fill out this row)	Name of Partnership:	Partnership's Employer ID Number	Partnership's IRS mailing l	Name on IRS records (see abel)	
Corporation, exempt charity or other entity:	Name of Corporation or Entity:	Employer ID Number	Are you incorporated?	A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.	
(Fill out this row)				D.B.A. or T.A. companies? Attach all of the business names.	
Part 2 – A. Orderi	ng Address: (Address where Purchase Orde	rs should be mailed)			
	,	,			
B. Paymer	nt Remittance Address: (Address where	Payments should be mailed)			
					
C. Busines	ss Contact Information:				
Business Phone #		Contact Person			
Business Fax #					
Business Website A	address	Contact Fax #			
Part 3 – Exemption: If	exempt from Form 1099 reporting, check here:	AND circle your qualifying exemption	ı reason below.		
1. Corporation	2. Tax Exempt		the District of	5.A foreign government	
Except there is no exem- medical and healthcare p or payments for legal ser	bayments 501(a) (includes 501(c)(3)), or	instrumentalities the Unite	a, a possession of ed States, or any of tical subdivisions.	or any of its political subdivisions.	
Part 4 – Certification:	Under penalties of perjury, I certify that:				
taxpayer identification a number to be issue 2. I am not subject to b		S) that I am subject to backup as a result of a failure to report all 3.	and	subject to backup withholding (including a U.S. resident	
Certification Instruction	ons – You must cross out item 2 above if you have have failed to report all interest and divider		ently subject to back	cup withholding because you	
Name of Person complet	Name of Person completing this form: Phone: ()				
Title of Person completing	ng this form:	Address:			
Signature:	Date:	City:	State:	ZIP:	
	3	E-Mail Address:			

Small, Minority or Women-Owned Business?	YES	NO

If answered yes above, please circle classification that applies:

along with this application.

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

To determine your Federal Size Standard, please access the U.S. Small Business Administration's website:
 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:
 Number of Employees: or Annual Amount:

If you select a classification that is certified by a Federal or State agency, please provide a copy of your certification for each agency

• 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.

Part 3 – Purchase Order and Payme	ent Preferences	
By which delivery method do you prefer to receive purchase orders? Postal mail	Payment Discount Terms: 2% Net 10 Other:	By which delivery method do you prefer to receive payment? Check Credit Card (USF Procurement Card) Electronic Funds Transfer (EFT) (To receive payments by Electronic Funds Transfer, please complete the attached Electronic Payment Authorization Form to start electronic payment process)
principals are not presently debarre by any Federal Department or Agen I certify that the information supp	ed, suspended, proposed for debarders. lied herein, including all attachmess with the State of Florida my f	ayee identified in this vendor application, and ment, declared ineligible, or voluntarily exclude ents, is correct to the best of my knowledge. irm is in compliance with Chapter 112, Florion that http://www.flsenate.gov/statutes).
Name of Person Signing Application	 I	Title
Signature	 Date	

DIRECTIONS TO USF PURCHASING & PROPERTY SERVICES (INCLUDING P-CARD)

4202 E. Fowler Avenue, AOC 200 Tampa, FL 33620-9000 (813) 974-2481

- Enter at the University's main entrance off of Fowler Avenue.
- Pull into the USF Campus Information Center (building on your right that looks like a drive-through bank) and purchase a USF Daily Parking Permit for \$5.00 (permit prices subject to change without notice; contact Parking Services at (813) 974-4607 for updated pricing information). NOTE: Parking permits are required in all non-metered spaces. Parking lots are monitored 24/7 and vehicles that are parking illegally will receive a citation.
- Upon leaving the Campus Information Center, turn right onto Leroy Collins Boulevard and get into the left-hand turn lane.
- Turn left at the traffic light on to USF Alumni Drive. Get in the right-hand lane.
- Proceed down USF Alumni Drive through the traffic light at Beard Drive. At the next traffic light, make a right turn onto USF Magnolia Avenue. Continue to the third traffic light (corner of USF Magnolia Drive and USF Holly Drive).
- 6 At the light, make a right turn on to USF Holly Drive until the road makes a left turn and becomes USF Palm Drive.
- Stay in the right-hand lane and turn right again on USF Holly Drive. On your right, you will see the Crescent Hill Parking Garage. Daily/Visitor parking is available in the garage on levels 1-4. If no spaces are open in the garage, go back to Palm Drive, turn left at the traffic light (just after you pass the USF Credit Union on your right.) Daily/Visitor parking is available in Lots 20, 44 or 43 (outlined in red on the map provided). DO NOT PARK IN LOTS 13 OR 13T ADJACENT TO THE ANDROS CENTER.
- Once parked, walk (along the dotted line on the map provided) to the Andros Classroom Building located on the east side of the Andros Center and to the south of the Andros Pool. (Follow the dotted line on the map provided.)
- Use the stairs at the west entrance to the Andros Classroom Building. USF Purchasing & Property Services is located on the second floor.
- NOTE: A campus map with vehicle and pedestrian routes highlighted is included with these instructions. Do not forget to stop at the Campus Information Center to obtain a Daily parking permit prior to visiting Purchasing & Property Services.

09/01/10

- Parking for Visitors with valid USF parking permit

Vehicle Route to Purchasing Office