The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiation for Creative Services for CUTR 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., August 28, 2014. Any questions concerning this Invitation to Negotiate should be directed to Michael Hernandez, Purchasing Administrator, Purchasing Services: mahernandez@usf.edu .

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

**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

Page 2 of 30 pages

**ISSUING DATE:** August 04, 2014

**ITN NO:** 15-05-MH

**ITN TITLE:** Creative Services for CUTR

**VENDOR NAME**

**FEID NUMBER OR S.S. NUMBER**

**Delivery will be_________ Days ARO**

**REASON FOR NOT SUBMITTING PROPOSAL**

**CERTIFIED OR CASHIER’S CHECK IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF $**

**VENDOR MAILING ADDRESS**

**WEB ADDRESS:**

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**GENERAL CONDITIONS:**

1. **EXECUTION OF ITN:** ITN proposal must contain an original manual signature of authorized representative in the space provided above. ITN proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by vendor to his ITN price must be initialed. The company name and E.I.N. number or social security number shall appear on each pricing page of the ITN as required. Complete ordering instructions must be submitted with the ITN proposal.

2. **NO ITN PROPOSAL:** If not submitting an ITN proposal, respond by returning only this vendor acknowledgement form, marking it “NO ITN” and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier’s name from the University’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

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 regular working hours by appointment. Proposal tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all packing, handling, shipping charges and delivery to the destination shown herein.

   (a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

   (b) **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for ITN proposal evaluation purposes.

   (c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at vendor’s risk. In case of mistake in extensions the unit price will govern.

   (d) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this ITN proposal shall be new, current standard production model available at time of the ITN. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

5. **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 30 days after receipt of acceptable invoices, receipt, inspection and acceptance of goods and services provided in accordance with the terms and conditions of the purchase order/contract. If payment is not made within said 30 days, a separate interest penalty (established pursuant to Section 55.03 (1), Florida Statutes) on the unpaid balance will be paid upon Vendor’s written request to the University, providing said request is received by the University no later than 30 days from the date shown on the University’s check. The interest provision applies after a 30 day period to health care providers as defined by rule. Interest of less than one (1) dollar will not be enforced.

6. **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.
10. NOTICE OF ITN PROTEST BONDING REQUIREMENT: Any person who files an action protest a decision or intended decision pertaining to contracts administered by the University, pursuant to Section 119.31, Florida Statutes, shall post with the University a bond payable to the University in an amount equal to ten percent of the University’s estimate of the total volume of the contract or $10,000 whichever is less. Any such bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting party in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to contracts administered by the University, the bond shall be in the amount equal to ten percent of the requesting agency’s estimate of the contract amount or $10,000 whichever is less. If the contract is awarded to a bond, the University may, in either case, accept a cashier’s check or money order in the amount of the bond.

11. CONTRACTS: The award hereunder is subject to the University’s estimate of the total volume of the contract or $10,000 whichever is less, unless otherwise stated. However, if the University requests and accepts a proposal from an individual who is adversely affected by the University’s decision or intended decision concerning a procurement solicitation or contract award and who wishes to protest such decision or intended decision shall file a protest in compliance with USF Regulation 4.02050(5). Failure to file a protest shall conform to the procedures prescribed in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

12. DISCLAIMER OF WARRANTIES: The proposer may offer any brand for printing unless conditions or specifications are not intended to limit competition. The proposer shall agree to continue performing its obligations under this contract even if alterations are imposed which would necessitate alteration of the material, quality, workmanship or performance. Failure to provide the material, quality, workmanship or performance acceptable to the University shall constitute a breach of contract and may result in cancellation of this contract at no further expense to the University.

13. ADDITIONAL QUANTITIES: For a period not exceeding 90 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 that are not delivered not conforming to specifications. If additional quantities are not acceptable, the University shall be entitled to purchase such quantities on terms determined by the University and at its options and expenses.

14. PUBLIC PRINTING: A vendor must have at the time of ITN opening a manufacturing plant which is capable of producing the items proposed, and must certify upon request by any agency on any purchase of printing unless conditions or specifications are not intended to fetter competition. The proposer shall agree to continue performing its obligations under this contract even if alterations are imposed which would necessitate alteration of the material, quality, workmanship or performance acceptable to the University shall constitute a breach of contract and may result in cancellation of this contract at no further expense to the University.

15. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance acceptable to the University, the proposer shall agree to continue performing its obligations under this contract even if alterations are imposed which would necessitate alteration of the material, quality, workmanship or performance acceptable to the University shall constitute a breach of contract and may result in cancellation of this contract at no further expense to the University.

16. ADDITIONAL QUANTITIES: For a period not exceeding 90 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 that are not delivered not conforming to specifications. If additional quantities are not acceptable, the University shall be entitled to purchase such quantities on terms determined by the University and at its options and expenses.

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. 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 costs 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 design, combination, operation or use of any article supplied and furnished without written consent of the vendor and is based solely and exclusively upon the University’s alteration of the article. The vendor shall provide prompt written notice of a claim of copyright or patent infringement and will afford the vendor full opportunity to defend the action and control the defense.

19. 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.

20. 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, including any and all costs or liabilities arising from the use of such design, device, or materials in any way involved in the work.

21. PERFORMANCE: All items furnished to the University shall be in accordance with this proposal and proposal prices shall be the basis of all subsequent negotiations, and/or vendor’s other wrongful acts.

22. FACILITIES: The University reserves the right to inspect the vendor’s facilities at any reasonable time with prior notice.

23. 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 must certify upon request by any agency on any purchase of printing unless conditions or specifications are not intended to fetter competition. The proposer shall agree to continue performing its obligations under this contract even if alterations are imposed which would necessitate alteration of the material, quality, workmanship or performance acceptable to the University shall constitute a breach of contract and may result in cancellation of this contract at no further expense to the University.

24. 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, including any and all costs or liabilities arising from the use of such design, device, or materials in any way involved in the work.

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28. 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, including any and all costs or liabilities arising from the use of such design, device, or materials in any way involved in the work.

29. PERFORMANCE: All items furnished to the University shall be in accordance with this proposal and proposal prices shall be the basis of all subsequent negotiations, and/or vendor’s other wrongful acts.

30. FACILITIES: The University reserves the right to inspect the vendor’s facilities at any reasonable time with prior notice.
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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 The Center for Urban Transportation and Research (CUTR). The university is seeking to engage with a single vendor for Creative Services to develop, focus test, and produce Pedestrian and Bicycle Safety PSA content and materials for CUTR as described in the ITN Specifications. We invite Proposals from qualified Creative Service firms to submit a proposal to perform the services as described in the ITN specifications below. Through this process the University desires to negotiate the best value agreement for the University.

Description of University

Founded in 1956, the University of South Florida has become one of the largest universities in the Southeast, with a student body of 47,000 within the USF System that includes USF Tampa, USF St. Petersburg, and USF Sarasota-Manatee an annual budget of $1.5 billion, and an annual economic impact of $3.7 billion. USF is one of only three Florida public universities classified by the Carnegie Foundation for the Advancement of Teaching in the top tier of research activities, a distinction attained by only 2.2 percent of all universities. The University’s renowned faculty generate over $390 million in contract and grant-sponsored research each year.

Located in the Tampa Bay region – one of the fastest-growing metropolitan areas of the nation – the University of South Florida has received vital support from business leaders and organizations, and contributes to the economic growth of the region through research and service projects.

The University’s priorities are focused on student success, community engagement, research and innovation, global literacy and impact, and integrated interdisciplinary inquiry. A national reputation as a dynamic research university is attracting more and more of the nation’s best and the brightest scholars to the Tampa Bay area. USF research is taking place across an astonishing array of disciplines, from marine sciences to teacher education, micro engineering to cancer treatments.

The University has world-recognized researchers in all of its colleges conducting research in areas such as oceanography, coastal geology, medicine, satellite communications and mapping, curriculum and testing innovation, aging, health outcomes and community welfare, business systems, fine arts, and many others.

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 and Property 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 Invitation to Negotiate shall be delivered to the Purchasing and Property Services, University of South Florida, 4202 East Fowler Avenue AOC 200, Tampa, Florida 33620-9000, no later than 3:00 P.M. on August 28, 2014 according to the official clock located in the University’s Purchasing Department. No other time-keeping source will be considered for this purpose. The University shall not extend or waive this time requirement for any reason whatsoever. Responses to the Invitation to Negotiate that arrive after 3:00 P.M. on August 28, 2014 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 August 28, 2014, all timely ITN Proposals received will be opened and recorded.

If the Vendor elects to mail/ship its ITN Proposal package, the Vendor must allow sufficient time to ensure the University’s proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is solely the responsibility of the Vendor to ensure that the ITN Proposal package arrives at the University’s Purchasing Department no later than 3:00 P.M. on August 28, 2014.

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.15-05-MH.

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

2. EVENT SCHEDULE (dates are subject to change)

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<td>August 19, 2014</td>
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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 non-binding. The University is not liable for any cost incurred by the Vendor in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Vendor accepting verbal direction. All University changes to the ITN terms or specifications, if necessary, shall be made by the university by written addendum to the Invitation to Negotiate and distributed electronically by e-mail and post 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 2:00 P.M August 12, 2014**

Any questions concerning this “Invitation to Negotiate” should be directed to Michael Hernandez, Purchasing Administrator, Purchasing Services, AOC-200, via e-mail at mahernandez@usf.edu. Phone: (813) 974-8123.

5. **RESPONSE TO VENDOR QUESTIONS**

Responses to all vendor questions received prior to 2:00pm on August 12, 2014 will be addressed via an Addendum by 5:00pm on August 19, 2014 send email questions to Michael Hernandez mahernandez@usf.edu.

6. **ADDENDA**

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

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

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

7. **MEETINGS**

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing & Property Services Department located at 4202 E Fowler Avenue AOC-200, Tampa, Fl 33620 and posted electronically on the USF Purchasing Bid website five business days prior to the meeting, (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 may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required service(s).
The award(s) shall be made by the University to the most responsive and responsible vendor whose final proposal is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate.

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

10. PROPOSAL TABULATION

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

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 selected Vendor(s) to discuss their responses with an evaluation committee. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the University. Only representatives of the participating Vendors who are authorized to negotiate and make agreements shall be involved in negotiations.

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. The evaluation criteria does not necessarily determine the best value for the university or the award to be made.

Vendors may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Vendors to discuss their offers and proposals in further detail with the University. Selected vendors may be given the opportunity to refresh their initial offers. Refreshed proposals allow vendors to match or exceed the offers made by competitors, both as to services and cost. This allows the University to secure services which best meet its needs, at a highly competitive and favorable cost. At the conclusion of this negotiation process, the University may ask selected vendors to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. Invitation to submit a best and final offer is not automatic. After this negotiation a final Vendor(s) may be selected.
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 & Property 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 one (1) copy. Vendors must also submit one (1) Electronic copy preferably on a flash drive. Proposals that do not include all of the requested copies may be disqualified at the sole discretion of the University of South Florida.

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**

In the event of extension error(s), the unit price will prevail and the bidder’s “Total Offer” will be corrected accordingly. In the event of addition error(s), the extended totals will prevail and the bidder’s “Total Offer” will be corrected accordingly. Bidders must check their bid proposals for any such errors and state the discount(s) in the proposal, where applicable. Failure to do so will be at the bidder’s risk.

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

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

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 30 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. The University’s preferred payment method is P-card. No additional charges will be accepted for use of P-card payment. Any penalty or delay in payment shall be in accordance with section 55.03, Florida Statutes. The University’s vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481.

27. FEID NUMBER

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

28. W-9 (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 and Property 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. **EQUAL OPPORTUNITY STATEMENT**

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

A. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.

B. If the bidder expects to receive $25,000 in Revenues during the first 12 months of this agreement, a complete “Certificate of Non-Segregated Facilities” shall be attached to the bid response. Sample certificate attached.

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

   The vendor shall submit documentation describing the efforts being made to encourage the participation of small, minority, service disabled veterans and women-owned business enterprises within their organization. Vendors shall also provide a list of MBE suppliers and subcontractors with the 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 mahernandez@usf.edu by e-mail to be utilized for the University’s Annual subcontractor reporting to the State of Florida, Department of Management Services, Office of Supplier Diversity. Subcontractor Reports should be provided by the Prime Contractor on a quarterly basis by the 7th of the month in January, April, July & October by email.

The Quarterly Reporting Requirements for Prime Contractors Form to submit the use of subcontractor’s quarterly spend data is located here: [http://usfweb2.usf.edu/purchasing/forms.html](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-O, 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?

YES ☐ NO ☐

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

YES ☐ NO ☐

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 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.

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 the
proceeding sentences, the University, in its sole discretion, may disqualify
Vendor, or, if Vendor has been awarded a contract pursuant to the ITN, the University, in its sole discretion, may determine that Vendor is in default.

51. **TERM OF AGREEMENT AND RENEWALS**

The term of this Agreement will be through the completion of the project. Final term will be negotiated with the awarded vendor.

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: ITN SPECIFICATIONS

I. PURPOSE

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 The Center for Urban Transportation and Research (CUTR). The university is seeking to engage with a single vendor for Creative Services to develop, focus test, and produce Pedestrian and Bicycle Safety PSA content and materials for CUTR as described in the ITN Specifications. We Invite Proposals from qualified Creative Service firms to submit a proposal to perform the services as described in the ITN specifications below. Through this process the University desires to negotiate the best value agreement for the University.

II. BACKGROUND

Note: Elaborate proposals are discouraged. Keep responses complete and concise. Your prices will be protected as competition sensitive and will not be disclosed to third parties until an award decision has been made. The University of South Florida makes no claim or guarantee that this solicitation process and/or submission of a proposal will result in the award of any contract. The University of South Florida will not reimburse responders for any costs incurred in the course of responding to this ITN.

Pedestrian and bicyclist safety is a serious concern in Florida. The Florida Department of Transportation (FDOT) through a contract with the University of South Florida (USF) has created the Alert Today Alive Tomorrow campaign to raise awareness of the issue. Thus far, the Alert Today campaign has focused on general safety messages targeting a wide audience. USF is seeking creative partners that can develop new marketing strategies; develop public service announcements and other creative materials to support the campaign; and upon approval of such messages, plan the most effective distribution of the messages in high priority areas within the state as identified by USF and FDOT.

Under the umbrella of Alert Today Alive Tomorrow, there is a need to provide targeted education messages that address the specific scenarios, behaviors, and demographics that are found in Florida’s crashes involving these vulnerable roadway users.

III. STATEMENT OF WORK & REQUIREMENTS

The university is requesting proposals from creative firms to complete the scope of work described below and deliver focused safety campaigns that will affect the behavior changes necessary to improve safety for pedestrians and bicyclists on Florida’s roadways. The purchasing of the media time and or locations is not part of this project. Proposals must include the following elements

Vendors must include the following:

- Vendors experience working with safety issues and public service announcements for diverse and multicultural audiences. If the team has no experience with traffic safety topics or materials, identify how the team will become educated and any resulting schedule modifications
- Approach to developing strategies within an already-branded campaign
- An overview of workflow management best practices used to support similar efforts in the past, including an information flow diagram outlining the
production process (account management, data analysis and research, resource planning, creative content generation, client input, etc.)
  o Evaluation measures imposed during the design process to ensure that the solutions presented can serve the best interests of the program
  o Fee and key deliverable milestones for each task (project time line)
  o Three references for similar types of projects in both scope, scope and targeting messages to divers/multicultural audiences
  o FDOT reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use any creative developed under this contract.

IV. SCOPE OF WORK

The range of possible message delivery methods and materials may include:

- Targeted messages addressing the highest priority issues including the crash scenarios, behaviors, and demographics that are found in Florida’s crashes involving these vulnerable roadway users
- Video and radio PSA’s for internet and television
- Web content and social media campaign materials
- Posters, tip cards, and other event promotional materials
- Billboards, transit ads, gas station advertisements, etc.
- Innovative and non-traditional message delivery formats and media
- CUTR will require a meeting every month, a minimum of three of the monthly meetings must be in-person meetings in Florida, city locations and dates to be mutually agreed upon by both parties.

Based on review of crash data and results of public opinion surveys conducted by the University of South Florida’s Center for Urban Transportation Research, the following specific topical areas represent the greatest need for public education. These may be expanded during the contract period. The creative messages and themes should address each of the topical areas, in the appropriate media formats, and tailored to meet diverse demographic segments. The primary goal is to create multimedia messages that transcend the diverse and multicultural demographics present in our high priority areas.

1. Pedestrian Safety
   a) Pedestrians not understanding or obeying traffic signals
   b) Pedestrians crossing at unsafe locations away from intersections or marked crosswalks
   c) Drivers not yielding: speeding, blocking crosswalks, right turns on red without stopping, distractions, etc.
   d) Drivers turning left, but not looking for pedestrians in the crosswalk (also applies to bicyclists)

2. Bicyclist Safety
   a) Improper lane use: wrong way, turns from wrong lane, riding too close to curb
   b) Blatant issues: intoxicated, no lights at night, ignoring signs and signals
   c) Drivers turning right across path of bicyclist (the “right hook”)
   d) Drivers passing too closely: 3’ law, not changing lanes to pass, cyclists riding too close to curb

Primary Tasks
1. Idea Generation: The creative partner will generate at least three campaign ideas for messages and formats for each of the eight topical areas outlined above, for a total of at least 24 campaign concepts. The concepts will include a brief description along with proposed formats, target demographics, and
representative sketch-level graphics necessary to communicate the tone of concept delivery. (Months 1-3)

2. Focus Testing: FDOT will select 8 concepts to be developed further, and provide direction on concept refinements and modifications necessary to meet program requirements. The creative partner will develop the 8 concepts to a level suitable to conduct focus testing with a range of selected demographic cohorts. After FDOT approval of the refined concepts, the creative partner will conduct the focus testing and provide a full report documenting the materials tested and results obtained through the focus testing. (Months 3-5)

3. Production of Primary Concepts: Based on results of the focus testing and input from FDOT, the creative partner will fully develop at least 4 of the concepts with the full range of appropriate media and message delivery formats. This includes production of all final graphics, materials, videos, and web pages. (Months 6-8)

4. Campaign Distribution Plan: The creative partner will identify the appropriate means, venues, promotional strategies, and quantities necessary to effectively deliver each of the fully-developed campaign concepts to the appropriate demographics. This task will also identify and develop the processes and tools that will be used to measure and evaluate the results of the campaign. Note that this task is not conducting the evaluation, rather it is establishing the metrics and measures of effectiveness that should be used to evaluate all future deployments of the campaign materials (Months 7-8)

Note: a preference will be given to vendors with experience in developing campaigns that included targeted messaging to diverse/multicultural audiences.

V. SPECIFIC ITEM TO BE INCLUDED IN PROPOSAL

Invitation to Negotiate cover Page (Signed)

Minority Vendor and P-Card Certification

Certificate of non-Segregated Facilities

Bidder’s Affirmation

W-9 Form

Small, minority or Woman Owned Business Form

Purchase Order Payment Preference

All issued Addendums to this ITN (Signed)

Vendor proposal, should include estimated itemized pricing and project time-line

Vendor Qualification Documentation

VI. VENDOR QUALIFICATIONS

Vendor must provide documentation that verifies the number of years they have been in business.

Vendor must provide a minimum of three (3) references from other projects they have completed that are of similar size and scope

Vendor must provide documentation of their financial viability to provide the services requested.

Vendor must provide names and experience of their staff that will be working on this Ad campaign.
Vendor must provide names and experience of the support staff that will be CUTR’s main contacts.

VII. EVALUATION FACTORS

- Ability of vendor/proposer to provide the services described
- Experience and qualifications of the Vendor/Proposer, particularly in the realms of traffic safety campaigns and targeting messages to divers/multicultural audiences
- Financial viability of the Vendor/Proposer
- Total cost for the services requested
- Physical presence and experience in Florida
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

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

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

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

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

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

________________________________________
(NAME OF COMPANY)

Signature: ____________________________________________

TITLE: ________________________________________________

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, nor 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. [ ] Yes [ ] No

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 No.________________________ Fax 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 who did (did not) take an oath.

___________________________________________
Authorized Signature of Affiant

Signature of Notary Public

Notary Public
State of _______________________________________

My Commission Expires: _______________________

Commissioned Name of Notary Public

Printed, typed or stamped

Printed, typed or stamped

Name of Affiant

Commissioned 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 one row of boxes that corresponds to your tax status.
3. Complete Part 2 by providing your Payment Remittance Address.
4. Complete Part 3 if you are exempt from Form 1099 reporting.
5. Complete Part 4 by signing & dating form.

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

<table>
<thead>
<tr>
<th>Individuals: (Fill out this row)</th>
<th>Business Owner’s Name: (REQUIRED)</th>
<th>Business Owner’s Social Security Number</th>
<th>Business or Trade Name (OPTIONAL)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual’s Name: (first name, middle initial, last name)</td>
<td>(First Name) (Middle Initial)</td>
<td>OR Employer ID Number</td>
<td>(see IRS mailing label)</td>
</tr>
<tr>
<td>Individual’s Social Security Number</td>
<td>(Last Name)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sole Proprietor: (Fill out this row)</th>
<th>Partnership: (Fill out this row)</th>
<th>Corporation, exempt charity or other entity: (Fill out this row)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Owner’s Name: (REQUIRED)</td>
<td>Name of Partnership:</td>
<td>Name of Corporation or Entity:</td>
</tr>
<tr>
<td>Business Owner’s Social Security Number</td>
<td>Partnership’s Employer ID Number</td>
<td>Employer ID Number</td>
</tr>
<tr>
<td>Business or Trade Name (OPTIONAL)</td>
<td>Are you incorporated?</td>
<td>A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation.</td>
</tr>
<tr>
<td></td>
<td>YES</td>
<td>D.B.A. or T.A. companies?</td>
</tr>
<tr>
<td></td>
<td>NO</td>
<td>Attach all of the business names.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>individual’s information</th>
<th>individual’s information</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________</td>
<td>__________</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>individual’s information</th>
<th>individual’s information</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________</td>
<td>__________</td>
</tr>
</tbody>
</table>

C. Business Contact Information:

<table>
<thead>
<tr>
<th>individual’s information</th>
<th>individual’s information</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________</td>
<td>__________</td>
</tr>
</tbody>
</table>

Part 3 – Exemption: If exempt from Form 1099 reporting, check here:

<table>
<thead>
<tr>
<th>Exemption</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Corporation Except there is no exemption for medical and healthcare payments or payments for legal services.</td>
<td>I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and</td>
</tr>
<tr>
<td>2. Tax Exempt Tax Exempt Charity under 501(a) (includes 501(c)(3)), or IRA</td>
<td>3. The United States or any of its agencies or instrumentalities</td>
</tr>
<tr>
<td>3. The United States or any of its agencies or instrumentalities</td>
<td>4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions.</td>
</tr>
<tr>
<td>4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions.</td>
<td>5. A foreign government or any of its political subdivisions.</td>
</tr>
</tbody>
</table>

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

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

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

Name of Person completing this form: ____________________________

Title of Person completing this form: ____________________________

Signature: ____________________________ Date: ______________

City: ____________________________ State: __________ ZIP: __________

E-Mail Address: ____________________________

28 of 32
Small, Minority or Women-Owned Business?  ________YES  ________NO

If answered yes above, please circle classification that applies:

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

- If you select a classification that is certified by a Federal or State agency, please provide a copy of your certification for each agency along with this application.


- If you are using Federal Size Standards, please specify the codes used:
  NAICS Code: _______ Number of Employees: _______ or Annual Amount: _______

- If you are not a State of Florida Certified Minority Business Enterprise and would like to download the application for certification of Minority Business Enterprise for the State of Florida and view the State of Florida’s Eligibility criteria, please go the Office of Supplier Diversity’s website at: http://osd.dms.state.fl.us.
### Part 3 – Purchase Order and Payment Preferences

<table>
<thead>
<tr>
<th>By which delivery method do you prefer to receive purchase orders?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Fax</td>
</tr>
</tbody>
</table>

| Payment Discount Terms: |
| ☐ 2% Net 10 |
| Other: |

<table>
<thead>
<tr>
<th>By which delivery method do you prefer to receive payment?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Check</td>
</tr>
<tr>
<td>☐ Credit Card (USF Procurement Card)</td>
</tr>
<tr>
<td>☐ Electronic Funds Transfer (EFT) (To receive payments by Electronic Funds Transfer, please complete the attached Electronic Payment Authorization Form to start electronic payment process)</td>
</tr>
</tbody>
</table>

### Part 4 – Signature

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

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

______________________________  ________________________________
Name of Person Signing Application  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

1. Enter at the University’s main entrance off of Fowler Avenue.

2. Pull into the USF Campus Information Center (building on your right that looks like a drive-through bank) and purchase a USF Daily Parking Permit for $5.00 (permit prices subject to change without notice; contact Parking Services at (813) 974-4607 for updated pricing information). NOTE: Parking permits are required in all non-metered spaces. Parking lots are monitored 24/7 and vehicles that are parking illegally will receive a citation.

3. Upon leaving the Campus Information Center, turn right onto Leroy Collins Boulevard and get into the left-hand turn lane.

4. Turn left at the traffic light onto USF Alumni Drive. Get in the right-hand lane.

5. 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.

7. 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.

8. 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.)

9. 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