INVITATION TO NEGOTIATE

TEMPORARY PERSONNEL EMPLOYMENT SERVICES # 11-01-JW

UNIVERSITY OF SOUTH FLORIDA

The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiate for a TEMPORARY PERSONNEL EMPLOYMENT SERVICES 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., September 2, 2010. Any questions concerning this Invitation to Negotiate should be directed to Joyel Williams, Senior Purchasing Agent, Purchasing & Property Services: Joyel@usf.edu.
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I certify that this bid is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a bid for the same materials, supplies or equipment, and that in all respects fair and equitable solicitation of bids and contracting for services and supplies to be used in the prosecution of the University's business affairs shall be given. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, a public body corporate, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted, the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida. In consideration thereof, the University, the vendor offers and agrees that if the bid is accepted, the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida.

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GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would not permit delivery of the merchandise or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the supplier to notify Purchasing and Property Services at once, indicating in his letter the specific condition in which the merchandise is being withheld. Supplier shall be permitted 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 bid but not to exceed the threshold for category two at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY."

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.

LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern in all matters related to the awarding of all evaluations in bids received in response hereto and shall govern all and any claims and disputes which may arise between person(s) submitting a bid 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.

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 unprotected invention, process, or article manufactured or supplied by the vendor. The vendor has no liability when such claim is solely and entirely due to the contractor's specifications of the contract shall reimburse the vendor 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.

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 noninfringing. (If none of the alternatives are reasonably available, the University agrees to accept the return of 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 bid 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 bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency.

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 the vendor's other wrongful acts.

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

PUBLIC PRINTING: A vendor must have at the time of bid opening a manufacturing plant in operation which is capable of producing the items of bid, and so certify upon request of the University. Any agency of the State, including agencies of 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 obtained 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 contracts shall be awarded only to printing contractors who are to be submitted to the University.

(b) PRINTING ADJUSTMENTS, OVERRUNS-UNDERRUNS: No adjustment shall be accepted by an agency upon any purchase of printing unless conditions or specifications of bid exceed those provided.

(c) COMMUNICATIONS: It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.

(d) RETURN OF MATERIALS: All copy, photos, artwork, and other materials supplied by the purchaser must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.

(e) QUALITY PERFORMANCE ANALYSIS: The vendor on any purchase of printing in excess of the threshold for category two shall complete and forward to Purchasing and Property Services the analysis form that accompanied his purchase order together with an invoice copy.

PUBLIC RECORDS: Any material submitted in response to this invitation to Negotiate will become a public document pursuant to Section 119.07, F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

DEFAULT: Failure to perform according to this proposal and/or resulting contract shall cause the buyer's firm to be found in default in which event all and any repurchase costs may be charged against your firm. Vendors may also result in:

(a) Vendor's name being removed from Purchasing and Property Services vendor mailing list.

(b) All University agencies being advised not to do business with the vendor without written approval of Purchasing and Property Services.

CANCELLATION: The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, unless agreed to by the contractor in conjunction with the contract.

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

1.1 Purpose and Scope
The University of South Florida intends to contract with a single organization or multiple organizations for temporary employment services. Services will be ordered from time to time in such quantities as maybe needed to fill any requirement of the University of South Florida. As it is impossible to determine the precise quantity and type of temporary employee that may be needed the contractors are obligated to provide the employee type contracted for in accordance with the General and Special Conditions of this bid.

1.2 Coverage and Participation
This ITN contains four (4) lots:
- Lot 1 for Unskilled/Light Industrial Labor (General Labor, Janitorial, Parking Attendant, etc.);
- Lot 2 for General Administrative/Clerical Services (Office Manager, Data Entry, Receptionist, etc.);
- Lot 3 for Professional Services (Accounting, Data Analysis, Budget Management, etc.);
- Lot 4 for Medical Staff and Medical Administrative Services Staff (Pharmacists, Nurses, Medical Billing & Coding, Medical Transcription, etc).

It is the goal of the University to select one or multiple vendors for each lot to develop a list of preferred vendors. Lots can be awarded to a vendor either jointly or individually. Awarded vendors are not guaranteed any sales only preferred status to supply and service the University.

Vendor proposals should clearly identify/distinguish between each lot being proposed upon. Vendor is not required to propose on multiple lots. Proposal should clearly address each item in the evaluation criteria.

2.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

2.1 Schedule of Events
2.1.1 Deadline for Questions
The deadline for all questions is 5:00PM Friday August 13, 2010. All questions must be submitted in writing via email to Joyel@usf.edu. Any questions submitted after this time may not be considered.

NOTE: To prevent your email from going to the Spam/Junk Filter, do not include attachments or images in email correspondence – all questions, comments, etc, should be in the body of the message not an attachment.

2.1.2 Response Date for All Questions
The response date for all questions is Friday, August 20, 2010. Responses will be posted on the USF Purchasing Website by 5:00PM Friday, August 20, 2010 and issued in the form of an Addendum.

2.1.3 Bid Opening & Tabulation Date
The Bid Opening & Tabulations is 3:00PM THURSDAY, SEPTEMBER 2, 2010. All bidder response packages for this Bid shall be delivered to University of South Florida,
2.1.4 Bid Award Effective Date

The effective period of contract resulting from this invitation to negotiate will be no later than February 2011, lasting for an initial period of three (3) years.

2.2 Bid Submission

2.2.1 Bid Response (Bid Package in Its Entirety)

Bidder’s response to this Invitation to Negotiate shall be delivered to University of South Florida, 4202 E. Fowler Ave, AOC 200, Tampa, Florida 33620-9000 no later than 3:00PM on September 2, 2010 according to the official clock located in USF’s Purchasing Department. USF shall not extend or waive this time requirement for any reason whatsoever. Bids or amendments to Bids that arrive after 3:00PM on September 2, 2010 will not be accepted or considered for any reason whatsoever. These bids will be returned unopened to the vendor. Telephone, including facsimile and e-mail and telegraphic bids and/or amendments to shall not be accepted at any time. At 3:00PM on September 2, 2010 all timely bids will be opened and recorded.

If Bidder elects to mail/ship in its bid package, the Bidder must allow sufficient time to ensure USF’s proper receipt of the bid package by the time specified above. Regardless of the form of delivery, it is the responsibility of the bidder to ensure that the bid package arrives at the USF Purchasing Department no later than 3:00PM on September 2, 2010.

Faxed or Emailed Submissions Are Not Accepted

2.2.2 Documents for Bid Package

1. Invitation to Negotiate (Proposal Cover)
2. Request for Taxpayer Identification & Certification (W-9)
3. Bid Proposal Specifications Package (composed by bidder)
4. Certification of Minority Vendor
5. Visa Purchasing Card (P-Card) Acceptance Certification
6. Small, Minority, or Women-Owned Business Certification
7. Certification of Non-Segregated Facilities
8. Subpart D – Contractor’s Agreements
9. Addenda & Rescheduling Form
10. Bidder’s Affirmation and Declaration
2.2.3 Contact Person

Any questions concerning this Invitation to Negotiate should be submitted via email to Joyel Williams, Senior Purchasing Agent, Joyel@usf.edu, Tampa Campus, telephone number (813) 974-5728.

**IMPORTANT NOTE:** To prevent your email from being deleted and/or going to the Spam/Junk Filter, do not include attachments or images in email correspondence – all questions, comments, etc, should be in the body of the message not an attachment.

The last date to submit questions is **5:00PM Friday August 13, 2010.** Response to all questions will go out Friday, August 20, 2010.

2.2.4 Request for Taxpayer Identification & Certification (W-9) Form

Bidding entities are required to complete and return the Request for Taxpayer Identification & Certification (W-9) Form attached herein with their bid response. (See section 6.0 for Attachment)

**NOTE:** Failure to return the completed and signed W-9 statement with your response may disqualify your ITB for consideration.

2.2.5 FEID Number

Vendors should supply their Federal Employee Identification Number or Social Security number to qualify for award of this bid.

2.2.6 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.

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.

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.
NOTE: Failure to return the completed and signed Equal Employment Opportunity Certification with your response may disqualify your ITB/ITN/RFP for consideration.

2.3 Attendance of Bid Opening

2.3.1 Cellphones and Pagers

All persons attending bid/proposal opening shall turn their cellphones and pagers off before entering the bid/proposal reading room. The allocated time has been set aside for bid/proposal opening and response recording.

2.4 Negotiation Processes and Award

2.4.1 Proposal Tabulation

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.

All proposals will be evaluated by a selection committee based on their respective lot. The best overall proposals submitted per lot, as tabulated by the selection committee, will be invited to negotiate. Scores are based on information requested in the ITN with corresponding points assigned in evaluation categories below.

After the proposals are reviewed, the selection committee, at no cost to the University, may require one or more of the most qualified companies to make a presentation regarding their qualifications.

**TABULATION POINTS**

1. Applicant Caliber & Background Variety as it relates to proposed Area(s) of Specialty (Proposed Lot) – 25 points
2. Company Profile – 10 points
3. Company’s Areas of Service/Market Sectors & Applicant Training – 10 points
4. Applicant Compensation – 5 points
5. Fees – 15 points
6. Requirements of Temporary Staffing Agency – 10 points
7. Additional Desired Services – 25 points

2.4.2 Evaluation Criteria

Evaluation will be based on criteria identified in the Section 3.0 – Proposal 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.
2.4.3 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.

2.4.4 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 3.0 for the purpose of identifying vendors for negotiation. The evaluation criterion 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.

2.4.5 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.

2.4.6 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.

2.4.7 Number of Proposals Submitted

Vendor shall submit one (1) original proposal-clearly mark as “original” and six (6) copies.
2.4.8 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.

2.4.9 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.

2.4.10 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.

2.4.11 Award

Award will be on an "All-or-None Total Offer Per Lot" for Lot I, Lot II, Lot III, and Lot IV or combinations of Lots for one or more vendors at the University’s discretion. However, the University reserves the right to award on an “All-or None” Total Offer.

2.4.12 Errors

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.

2.4.13 Invitation to Negotiate Form (Proposal Cover)

The Invitation to Negotiate Bidder Acknowledgement form and all related pages is a legal document and cannot be altered by the bidder in any way. Any alteration done by a bidder may disqualify the bid, and the response can be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented by written addenda to the bid issued by Purchasing & Property Services.

All bid proposals shall be submitted using the State of Florida, Invitation to Negotiate (proposal cover), Bidders Acknowledgement form to be considered for an award of the bid. The form shall be completed in ink or typewritten, signed by the bidder and returned with the bid in a sealed envelope. Bidder is responsible for marking the outside of the sealed envelope with the bid number and the opening date of the bid.
2.4.14 Bid Information

Information for all upcoming Invitations to Bid, Request for Proposal and Invitations to Negotiate may be viewed on the Purchasing & Property Website http://usfweb.usf.edu/purchasing/purch2.htm. All Bids, Proposals and Negotiations will remain on the website until their opening date.

PLEASE NOTE: Any vendors who received this bid/proposal/negotiation from the Department of Purchasing and Property Services or bidders who have downloaded this bid/proposal/negotiation from the Purchasing & Property Website http://usfweb.usf.edu/purchasing/purch2.htm, are solely responsible to check the Web within forty-eight (48) hours before the closing time of this bid/proposal/negotiation to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

2.4.15 Bid Tabulation

Bidders desiring a copy of the bid tabulation of this Invitation to Negotiate may request same by enclosing a self-addressed stamped envelope with their bid. Bid results will not be given out over the telephone.

2.4.16 Posting of Bid Tabulation

Bid tabulations with recommended award will be posted for review by interested parties outside the Office of Purchasing Services (4202 E. Fowler Ave AOC 200, Tampa, Fl. 33620), University of South Florida Tampa Campus and on the USF Purchasing website. The tabulation will remain posted for a period of seventy-two (72) hours.

2.4.17 Notice of Proposal Protest Bonding Requirement

Any proposal protest must be filed within 72-hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

NOTE: Any person who files an action protesting a decision or intended decision pertaining to a solicitation shall at the time of filing of the formal protest, post with the University a bond payable to the University of South Florida in an amount equal to: 10% of the estimated value of the protestor’s bid or proposal: 10% of the estimated expenditure during the contract term: $10,000: or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the contractor filing the protest action. In lieu of a bond, the University may accept a cashier's check or money order in the amount of the bond.

2.4.18 Discounts

Bidders are encouraged to offer a discount for prompt payment. PLEASE NOTE: Discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes. This is in accordance with General Condition #4b of the Bid Coversheet, Discounts.

2.5 Qualification of Bidders
This bid will be awarded only to a responsible bidder qualified by experience to provide the work specified. The bidder must submit the following information with the response:

- Entity bidding this contract shall have been regularly engaged in this type of business for a minimum of five (5) years from the date of the bid/proposal opening
- Experience record showing the bidder's training and experience in similar work
- Inventory of applicant pool and variations of applicant types as related to each Lot.

2.6 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.

2.7 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.

2.8 Relationship of Parties

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

2.9 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.

2.10 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, Florida Board of Governors, Florida Board of Education, 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
   a. Each occurrence $ 250,000
   b. Each aggregate $ 500,000

2. Business Auto Liability Insurance
   a. 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 the sole responsibility of the Vendor obtaining the insurance.
3.0 PROPOSAL SPECIFICATIONS

PROPOSAL RESPONSE DETAIL:
Responses should provide a thorough, clear, and concise delineation of all information. All written responses should be organized in accordance with the following format. Additional information may be appended which contain any other matters pertinent to the proposal which you wish the Selection Committee to take into consideration when evaluating your response.

PROPOSAL SHOULD INCLUDE THE FOLLOWING, MINIMALLY, PLUS A TABLE OF CONTENT:

3.1 Areas of Specialty (Lots) – Proposals must include one (1) or more lots.

This ITN contains four (4) areas of specialty (lots):

- Lot 1 for Unskilled/Light Industrial Labor (General Labor, Janitorial, Parking Attendant, etc.);
- Lot 2 for General Administrative/Clerical Services (Office Manager, Data Entry, Receptionist, etc.);
- Lot 3 for Professional Services (Accounting, Data Analysis, Budget Management, etc.);
- Lot 4 for Medical Staff and Medical Administrative Services Staff (Pharmacists, Nurses, Medical Billing & Coding, Medical Transcription, etc).

3.2 Company Profile

a. Business portfolio (also see #2 Company's Area of Services and Market Sectors)
   i. Area(s) of Specialty/Service: Document your company’s capability to satisfy the University of South Florida’s requirements for lot(s) being proposed upon.
   ii. Status as a minority organization. Are you Florida MBE certified?
   iii. Years in business, overall
   iv. Number of years in the temps services industry
   v. Number of years providing temp services for area(s) of specialty being proposed upon
   vi. Five references from small, medium, & large organizations

b. Applicant Roster, Variety of Applicant background
   i. Applicant quantity as it relates to area(s) of specialty being proposed upon
   ii. Applicant background variety & diversity

c. Applicant Profile
   i. Number of employees
   ii. Data on employee skills (hard and soft skills)
   iii. Method of employee screening (references, background checks, etc.)
   iv. Detail method(s) of employee testing
   v. Detail Method(s) of employee training
   vi. Salary rates excel spreadsheet
   vii. Amenities/Benefits
d. Fill rate (or placement percentage, etc. On average, how many employees are placed at any given time)
   i. Percentage of applicants currently placed
   ii. Percentage of applicants awaiting placement
   iii. Percentage of applicants hired for permanent positions

e. Geographic coverage area
   i. Ability to cover USF Campuses
   ii. Coverage throughout the State of Florida

f. Interface with USF
   i. Average Response time – to fill position…if average is less than 48 hours explain how your organization will meet USF’s needs within this time period.
   ii. Detail procedure which will allow USF departments to review application or resume without divulging information that could be detrimental to your business
   iii. Permission for pre-screening of candidates
   iv. Detail follow up protocol
   v. Detail plan for periodic customer satisfaction check-in/survey

3.3 Company's Area of Services and Market Sectors
   a. Describe your company’s policies and procedures in conjunction with:
      1. Training;
      2. Remedial Training And Counseling;
      3. Follow-Up After Placement;
      4. Removal Of Any Temporary Personnel Upon USF’s Request;
      5. Identifying And Correcting Unacceptable Service;
      6. Retention Of Employees;
      7. Benefits;
      8. Equal Opportunity Policy;
      9. Americans with Disabilities Act;
      10. Affirmative Action;
      11. Immigration Reform and Control Act;
      12. Sexual Harassment
      13. Background Checks
      14. Applicant References

3.4 Applicant Training
Explain what type of training/orientation can be provided to familiarize temporary employees with typical University processes?

3.5 Applicant Compensation
Provide one spreadsheet detailing salary compensation for each employment category, and another spreadsheet detailing salary compensation for each employment category plus overhead, mark-up and additional costs that will be charged to USF above what personnel will be paid. Include projected price increases for the next five (5) years

3.6 Fees
Detail whether the following items are separate fee or part of administrative overhead. Include projected price increases for the next five (5) years.
1. Drug Testing
2. Background checks
3. Training

3.7 USF Employee Opportunities

Explain what employment opportunities may be given to University employees who have been laid-off or who have received notices of non-reappointment.
3.8 REQUIREMENTS OF TEMPORARY STAFFING AGENCY:

- Maintain and provide a varied applicant pool to include anything required under the category being proposed upon;

- Provide temporary personnel to the University of South Florida offices located in and around Tampa, St. Petersburg Campus, Sarasota Campus, and Lakeland Campus;

- Provide temporary personnel within a forty-eight (48) hour time frame, excluding weekends and holidays;

- Perform screening, drug-testing, and background checks on temporary personnel upon department request. Criminal Background Checks on Temporary personnel who have been convicted of, plead no-contest to, or had an adjudication of guilt withheld for a felony or first-degree misdemeanor must meet Human Resources’ guidelines before referral; any temporary personnel who do not meet guidelines must be approved by the Division of Human Resources before referral.

- Evaluate temporary personnel’s skills in typing, MS Office, and job specific software programs prior to placement at the University;

- Evaluate temporary personnel’s basic grammar, spelling, and syntax skills;

- Train selected temporary personnel in specified, basic University of South Florida processes prior to placement;

- Orient temporary personnel to the University’s mission and values;

- Grant University departments the right to review resumes, interview and select applicants;

- Follow-up with each University division/department after placement of temporary personnel to ensure placement is appropriate; conduct periodic customer satisfaction surveys or inquiries;

- Provide employment opportunities to University employees that have been laid off or received a notice of non-reappointment;

- Remove any temporary personnel upon University’s request;

- Ensure that federal and state policies are adhered to such as Equal Employment Opportunity Policy, Americans with Disabilities Act, Affirmative Action, Immigration Reform and Control Act (IRCA), and Sexual Harassment;

- Assess no charges or penalties to the University if the temporary employee secures a permanent position at the University after 6 weeks of temporary employment.

- Provide Temporary Personnel with USF Parking Permit.
3.9 ADDITIONAL DESIRED SERVICES TO BE PROVIDED BY A TEMPORARY STAFFING AGENCY:

- Provide hard skill assessment to University employees and prospective employees, when requested (e.g., major software packages);

- Provide soft skill assessment to University employees and prospective employees, when requested (e.g., personality traits, aptitudes for specific jobs, dependability, adaptability, etc.);

- Provide any amenities not outlined previously that will assist USF in evaluating the proposal (e.g., scholarships, internships, etc.).
4.0 GENERAL AGREEMENT TERMS AND CONDITIONS CONTINUED

4.1 Agreement for Contractual Services
An agreement will be executed with the successful bidder(s) which will include this ITN as an attachment. Purchase Orders will be used to place orders against the agreement and will include terms and conditions described at http://usfweb2.usf.edu/purchasing/PO-terms.htm.

4.2 Addendum
Purchasing & Property Services may issue written addenda prior to the bid 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. Proposer’s failure to return any and all addenda may result in disqualification of that bidder’s Invitation to Negotiate or Request for Proposal.

PLEASE NOTE: Any vendors who received this bid/proposal/negotiation from the Department of Purchasing and Property Services or bidders who have downloaded this bid/proposal/negotiation from the Purchasing & Property Website http://usfweb.usf.edu/purchasing/purch2.htm, are solely responsible to check the web within forty-eight (48) hours of the closing time of this bid/proposal/negotiation to verify that they have downloaded any and all addenda that may have been issued for this bid/proposal or negotiation.

4.3 Wage and Hour Law
If the federal minimum wage rate is changed at any time during the length of this contract, the dollar amount of increase will be added to the contract price and be effective the date that the federal wage and hour rate increase becomes effective.

4.4 Americans with Disabilities Act (ADA)
The vendor awarded this bid/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/Request for Proposal, please notify Purchasing at (813) 974-5727 or 974-2481 at least 5 working days prior to the scheduled event.

4.5 Contract Work Hours and Safety Standards Act
The successful bidder(s) shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR. Part 5).

4.6 USF Locations
Campuses: Tampa, St. Petersburg, Sarasota-Manatee and Lakeland.
University staff at the following locations: H. Lee Moffitt Cancer Center, Shiner’s Children’s Hospital, Tampa Veteran’s Hospital, All Children’s Hospital Tampa General Hospital/ Harbor Side Medical Center, Channel Side Building.

Note: The University reserves the right to add locations.

4.7 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)

4.8 Federal Grant Requirements
This special condition is applicable to purchase orders issued as a result of this Invitation to Negotiate. The purchase orders will be financed all or in part by Grants from the Federal Government.

4.9 Interpretation of Bidding Documents/Written Addenda
No interpretation of the meaning of the drawings, specifications, or other bidding documents and, no correction of any apparent ambiguity, inconsistency or error therein will be made to any bidder orally. Any request for such interpretation or correction must be in writing, addressed and delivered to Purchasing & Property Services.

In case the University finds it expedient to supplement, modify or interpret any portion of the bidding documents prior to the bid opening date, such procedure will be accomplished by the issuance of written addenda to the Invitation to Negotiate, which will be delivered or mailed to all prospective bidders at the address furnished for such purpose. Failure to return any or all addenda may result in disqualification of that bidders’ bid/proposal.

PLEASE NOTE: If a bidder has received this bid/proposal via USF Purchasing website, it is solely the bidder’s responsibility check the Website within forty-eight (48) hours of the closing of this proposal to verify that the bidder has received any addenda that may have been issued.

4.10 Marketing Methods
Each response shall include a plan for marketing their services to all the University locations in Tampa, St. Petersburg, Sarasota and Lakeland. This plan should include an email announcement, samples of marketing material, and training manual and/or link to training video. Suggested frequency would be a minimum of four (4) times per year.

Vendor will be added to USF Listservs (Fast, P-Card, and the University wide) in order to fulfill email announcement requirement.

4.11 Owner’s Rights Reserved
In accordance with Section 287, Florida Statutes, the University reserves the right of unilateral cancellation for refusal by the contractor 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 contractor in conjunction with this project.

4.12 USF Trademark Use
In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

4.13 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.

4.14 Indemnification/Hold Harmless
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.

4.15 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.

4.16 Parking
The awarded Contractor shall ensure that all vehicles parked on campus for purposes relating to the work resulting from the award of this bid shall have proper parking permits. This applies to all personal vehicles of the individuals working on the project and all unmarked company vehicles which will be on any USF campus for an extended period of time (more than three days at a time or on a recurring basis). Annual, semester, monthly, weekly, or daily permits are available from the Division of Transportation and Parking Services for a price. Drivers of personal vehicles and company vehicles will be expected to observe all parking rules and regulations. Failure to obtain permits and properly display them could result in tickets and/or towing at the company's or individual's expense. For additional parking information, call 813/974-3990, or access website: http://usfweb.usf.edu/parking_services/

4.17 Payment
4.17.1 Terms
Payment terms for less than forty (40) days without a discount will not be accepted. Any bid offering payment terms of net 10 days, net cash, etc., will be changed to net 40 days, and the award will be made accordingly.

4.17.2 Invoicing
Vendors shall submit detailed invoices sufficient for a proper pre-audit and post-audit thereof. Each invoice must clearly identify the USF purchase order number or last four digits of P-Card number, services, portion of services, and expenses for which compensation is sought. The University reserves the right to return any invoice that does not comply with this requirement.

Payment will be tendered only for services or the portion of services completed prior to the submission of the invoice, or for expenses incurred prior to such submission. The University shall determine the accuracy of all invoices. Invoices that have to be returned to the Vendor because of Vendor preparation errors will result in a delay of the payment. In such cases, the invoice payment requirements do not start until a properly completed invoice is provided to the University.

Note: Payment will be made for only the hours worked. Vendor shall provide with invoices, time sheets corresponding to the positions, hours, and persons being invoiced. The purchase order number shall be indicated on invoices.
4.17.3 Purchasing Card Program

The University of South Florida has implemented the State of Florida purchasing card program through Bank of America, using the Visa network. Vendors may receive payment from the purchasing card in the same manner as other Visa purchases. Please indicate your ability to accept Visa in the space provided in section 6.0 of this bid proposal.

4.17.4 Partial Payment

Vendor may request partial payment in the full amount of the value of service received and accepted by submitting a properly executed invoice, with supporting documents, when required by University. 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 can be addressed to: USF Account Payables, 4202 E. Fowler Avenue, ADM 147, Tampa, Florida 33620.

Note: Payment will be made for only the hours worked. Vendor shall provide with invoices, time sheets corresponding to the positions, hours, and persons being invoiced. The purchase order number shall be indicated on invoices.

4.17.5 Timely Payment Problems

All Vendors providing goods and services to the University shall submit invoices to the University in order to receive payment. The University shall issue the Vendors’ payment within forty (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. If the payment is not made within said forty (40) days, a separate interest penalty (established pursuant to Section 55.03(1), Florida Statutes) on the unpaid balance will be paid upon Vendor’s written request to University, providing said request is received by University no later than forty (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.

4.17.6 Availability of Funds

The obligations of the University under this award are subject to the availability of funds.

4.18 Purchases by Other agencies

With the consent and agreement of the successful bidder purchases may be made under this ITB by other state universities, community colleges, district school boards, other educational institutions, and by other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal solicitation. If the period of time is not defined within the solicitation, the prices, terms and conditions shall be firm for 365 days from the date of award. Bidders shall note exceptions to the above paragraph, if any.

4.19 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 bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 6C-18.050(6), State Board of Education Rule, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.20 Public Record
  4.20.1 Access to Records

The University of South Florida, the Federal Sponsoring Agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the successful bidder(s) which are pertinent to the purchases resulting from this Invitation to Negotiate for the purpose of making audits, examinations, excerpts and transcriptions.

4.20.2 Public Document

Any contract resulting from this bid will become a public document. The University of South Florida may distribute any contract pricing and product information to eligible users and other interested entities who may wish to review the USF Purchasing & Property Services Home Page.

4.20.3 Sealed Bid

Sealed bid responses received by an agency pursuant to Invitations to Bid are exempt from the provisions of the Florida Statute Chapter 119.07(3)(o), subsection (1) until such time as the agency provides notice of a decision or intended decision pursuant to Florida Statute Chapter 120.53(5)(a) or within ten (10) days after the bid opening, whichever is earlier.

4.21 Standards of Conduct
  4.21.1 Gratuity

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 contractor 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.

4.21.2 The Copeland "Anti-Kick Back" Act

The successful bidder(s) shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR. Part 3).

4.22 Termination
  4.22.1 Suspension or 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)

4.22.2 Right to Terminate

In the event any of the provisions of the contract are violated by the successful bidder, the University may serve written notice upon bidder 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 bidder, the contract shall cease and terminate. The liability of the bidder and/or his surety for any and all such violation(s) shall not be affected by any such termination.

4.22.3 Cancellation

For the protection of both parties, this contract may be cancelled, in whole or in part, by either party by giving sixty (60) days written notice to the other party.

4.23 Unauthorized Aliens

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
5.0 TERMS OF AGREEMENT & RENEWALS

5.1 Specific Terms of Agreement

5.1.1 Term of Contract

The effective period of contract resulting from this bid is three (3) years, beginning no later than February 2011. The University of Florida shall have the option to renew this bid for seven (7) additional one (1) year periods upon written notice to and acceptance by the contractor.

a. Contingent upon satisfactory performance evaluations by the University Representative;
b. Under the same renewal terms and conditions stipulated herein and in the contract, if any;
c. Contingent upon pricing stipulated herein or as otherwise stipulated hereon by mutual agreement in writing if deemed advisable and advantageous to do so; and,
d. Subject to the availability of funds.

5.1.2 Price Increases at Time of Renewals

The University reserves the right at the time of renewal to:

1. Accept a contract price increase per line item, not to exceed three percent (3%) or .03, of net contract pricing at the time of renewals. For the first renewal period, the net contract pricing may be increased, not to exceed three percent (3%), over the initial bid pricing. The second renewal period pricing may be increased, not to exceed three percent (3%), over the first renewal period pricing; and/or,

2. Accept a contract price decrease per line item should market prices at the time of renewal be less than originally bid.

**Note:** In order to invoke up to the three percent (3%) price increase, the awarded bidder shall make such request in writing at least sixty (60) calendar days prior to the contract renewal date. Failure to do so may result in University requiring the awarded bidder to renew the contract under the same bid terms, pricing and conditions as originally bid.

5.1.3 Probationary Period

The first six (6) months after commencement of the contract shall be considered probationary and continuation of the contract will depend upon the quality of the overall work & service exhibited by the contractor and employee. The contract may be terminated immediately at this time with no recourse, by the Division of Physical Plant, Administrative Coordinator or the Director of Purchasing or their designee, in writing. The University reserves the right in its best interest to re-award to the next approved respondent or to review its needs to re-bid (bid could revert back to the 2nd low bid).

5.2 Department Ordering

5.2.1 Placing Orders

A purchase order will be issued to the successful bidder with the understanding that all potential temporary employees must meet the specifications herein. Temporary Employees who do not meet criteria as specified by the requesting department will be removed, at no expense to the University, and vendor will be required to assign temporary employees.
meeting specifications or be in default in accordance with conditions of this ITN, at no cost to department.

5.2.2 Confidentiality

This information is to be of the highest confidentiality and not to be divulged outside the company. Any breach in this understood agreement on the part of the vendor and or its representatives shall result in immediate termination of ITB. The sixty (60) days cancellation clause shall not apply.

5.2.3 Additional Charges

All additional charges must be explicitly stated in writing to the respective department, approved by the respective department in writing before order fulfillment. The University is not responsible for unauthorized charges. Email approval is acceptable.

5.2.4 Reporting

Vendors who contract with the University are required to provide information related to the use of this ITN. The report shall include: the period covered, the requesting department name, department number, department contact, commodities and services types purchased, the amount paid, the payment date, order detail and additional comments.

Minimum required reports, in MS Excel format and summary in MS Word format.

5.2.5 Monthly Reports & Statistics

Report must include summary & raw data, pricing for each hire, and itemized information based on employee-type (title), USF Department & contact that hired the employee, sex, race, hours worked, rate of pay, hire & termination dates, reason, etc.,

- Total dollar value of purchases and total number of orders
- Total value of purchases and total number of orders by department
- Total purchases by temporary service employee-type requested
- Total dollar value of surcharges, salary/compensation, overhead & administration fees, drug testing & training fees (if/when applicable), and other miscellaneous charges
6.0 MINORITY VENDOR & VISA P-CARD CERTIFICATION

6.1 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.

6.2 Visa Purchasing Card (P-Card) acceptance Certification

I will accept payment by Visa Purchasing Card. (See Condition 3.17.3)

_________________________________________  ____________________  
Print Name and Title

_________________________________________  ____________________  
Authorized Signature    Date
7.0 FORM ATTACHMENTS LIST
7.1 Small, Minority, or Women-Owned Business Certification
7.2 Request for Taxpayer Identification & Certification (W-9)
7.3 Certification of Non-Segregated Facilities
7.4 Subpart D – Contractor’s Agreements
7.5 Addenda & Rescheduling Form
7.6 Bidder’s Affirmation and Declaration

8.0 DOCUMENT CHECKLIST

☐ Invitation to Negotiate (Proposal Cover)
☐ Request for Taxpayer Identification & Certification (W-9)
☐ COMPLETED Bid Proposal Specifications Package (composed by bidder)
☐ Certification of Minority Vendor
☐ Visa Purchasing Card (P-Card) Acceptance Certification
☐ Small, Minority, or Women-Owned Business Certification
☐ Certification of Non-Segregated Facilities
☐ Subpart D – Contractor’s Agreements
☐ Addenda & Rescheduling Form
☐ Bidder’s Affirmation and Declaration
Small, Minority, or Woman-Owned Business Classification:

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

If answered yes above, please circle classification that applies:

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>□ SBA 8(a) Certification</td>
<td>□ African American</td>
<td>□ African American</td>
<td>□ Minority Board</td>
</tr>
<tr>
<td>□ Small Disadvantaged Business Certification</td>
<td>□ Hispanic</td>
<td>□ Hispanic</td>
<td>□ Minority Employees</td>
</tr>
<tr>
<td>□ HUBZone Certification</td>
<td>□ Asian/Hawaiian</td>
<td>□ Asian/Hawaiian</td>
<td>□ Minority Community</td>
</tr>
<tr>
<td>□ Veteran</td>
<td>□ Native American</td>
<td>□ Native American</td>
<td>□ Other- Non Profit</td>
</tr>
<tr>
<td>□ Service Disabled Veteran</td>
<td>□ American Woman</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>
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</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.
• To determine your Federal Size Standard, please access the U.S. Small Business Administration’s website: http://www.sba.gov/starting/indexwhatis.html or go to the SBA’s http://www.sba.gov/size to look up your North American Industry Classification Systems (NAICS) Code and the qualifying number of employee’s or annual dollar amount.
• 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.

Nature of Business: (Specify major Commodities or Services that your business offers.)

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).

_______________________________ ________________________________       ________________________________
Signature                   Title                  Date
### Part 1 – Tax Status:

<table>
<thead>
<tr>
<th>Individuals:</th>
<th>Sole Proprietor:</th>
<th>Partnership:</th>
<th>Corporation, exempt charity or other entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Fill out this row)</td>
<td>(Fill out this row)</td>
<td>(Fill out this row)</td>
<td>(Fill out this row)</td>
</tr>
<tr>
<td>Individual’s Name: (first name, middle initial, last name)</td>
<td>Business Owner’s Name: (REQUIRED)</td>
<td>Name of Partnership:</td>
<td>Name of Corporation or Entity:</td>
</tr>
<tr>
<td>______________________</td>
<td>______________________</td>
<td>______________________</td>
<td>______________________</td>
</tr>
<tr>
<td>Individual’s Social Security Number</td>
<td>Business Owner’s Social Security Number</td>
<td>Partnership’s Employer ID Number</td>
<td>Employer ID Number</td>
</tr>
<tr>
<td>___ ___ ___ - ___ ___ - ___ ___ ___ ___</td>
<td>___ ___ ___ - ___ ___ - ___ ___ ___ ___</td>
<td>___ ___ ___ - ___ ___ - ___ ___ ___ ___</td>
<td>___ ___ ___ - ___ ___ - ___ ___ ___ ___</td>
</tr>
<tr>
<td>Business or Trade Name (OPTIONAL)</td>
<td>OR Employer ID Number</td>
<td>Partnership’s Name on IRS records (see IRS mailing label)</td>
<td>Are you incorporated?</td>
</tr>
<tr>
<td>______________________</td>
<td>______________________</td>
<td>______________________</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>A corporation may use an abbreviated name or its initials, but its legal name is the name on the articles of incorporation. D.B.A. or T.A. companies? Attach all of the business names.</td>
</tr>
</tbody>
</table>

### Part 2 – A. Ordering Address:

(Address where Purchase Orders should be mailed)

________________________________________________________________________________________________________
________________________________________________________________________________________________________

### B. Payment Remittance Address:

(Address where Payments should be mailed)

________________________________________________________________________________________________________
________________________________________________________________________________________________________

### C. Business Contact Information:

- Business Phone # ____________________ Contact Person ____________________
- Business Fax # ____________________ Contact Phone # ____________________
- Business Website Address ____________________ Contact Fax # ____________________

### Part 3 – Exemption:

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

1. Corporation
   Except there is no exemption for medical and healthcare payments or payments for legal services.

2. Tax Exempt Charity under 501(a) (includes 501(c)(3)), or IRA

3. The United States or any of its agencies or instrumentalities

4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions.

5. A foreign government or any of its political subdivisions.

### Part 4 – Certification:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

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: ____________________
Phone: ____________________
Title of Person completing this form: ____________________
Email Address: ____________________
Organization: ____________________
Address: ____________________
Signature & Date: ____________________
City, State, & Zip: ____________________
7.3 CERTIFICATE OF NON-SEGREGATED FACILITIES

We ___________________________.
(NAME OF COMPANY)

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 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

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

________________________________________
(NAME OF COMPANY)

BY: ___________________________________

TITLE: _______________________________

DATE: ________________________________
7.4 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.
7.5 Purchasing and Property Services

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

Addenda & Rescheduling

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

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

VENDOR NAME:________________________________________________________________________________

BID/PROPOSAL NO. ___________________  REFERENCE NO. ______________________

PHONE NO. ___________________________  FAX NO. ________________________________

E-MAIL ADDRESS _____________________________________________________________________________

EMAIL THIS FORM TO:  PURCHASING AND PROPERTY SERVICES
                      ATTENTION: JOYEL WILLIAMS
                      JOYEL@USF.EDU

A MAP OF THE PURCHASING & PROPERTY SERVICES BUILDING CAN BE FOUND AT THE PURCHASING & PROPERTY SERVICES WEBSITE, AT THE BOTTOM OF THE PAGE:

http://usfweb2.usf.edu/purchasing/

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7.6 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***

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Organization:</td>
<td>[ ] Individual  [ ] Small Business  [ ] Non-Profit  [ ] Partnership  [ ] Corporation  [ ] Joint Venture</td>
</tr>
<tr>
<td>Business is licensed, permitted or certified to do business in the State of Florida.</td>
<td>[ ] Yes  [ ] No</td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
<tr>
<td>Division of Management Services SPURS License No.:</td>
<td></td>
</tr>
<tr>
<td>State of Florida Corporation ID No. (from Secretary of State):</td>
<td></td>
</tr>
<tr>
<td>State of Florida Fictitious Name Reg. No. (from Secretary of State):</td>
<td></td>
</tr>
<tr>
<td>State of Florida Contractor’s License No. (from DPR):</td>
<td></td>
</tr>
<tr>
<td>Name Contractor’s License is under:</td>
<td></td>
</tr>
<tr>
<td>FEID No.</td>
<td>County of</td>
</tr>
<tr>
<td>Representative’s Name:</td>
<td></td>
</tr>
<tr>
<td>Authorized Representative’s Title:</td>
<td></td>
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<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td>State:</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>Fax No.</td>
</tr>
</tbody>
</table>

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.

_________________________________________  ___________________________________________
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
Purchasing & Property Services
4202 East Fowler Ave.,
AOC 200 2nd Floor
(4217 Andros Classroom Bldg)