INVITATION TO NEGOTIATE

CONTENT MANAGEMENT SYSTEM USF TAMPA

ITN# 12-27-MH

UNIVERSITY OF SOUTH FLORIDA

The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiation for CONTENT MANAGEMENT SYSTEM USF TAMPA 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., April 02, 2012. Any questions concerning this Invitation to Negotiate should be directed to Michael Hernandez, Associate Director, Purchasing & Property Services: mahernandez@admin.usf.edu.

University of South Florida
Purchasing and Property Services
4202 E. Fowler Avenue AOC 200
Tampa, Florida 33620-9000
usfweb.usf.edu/purchasing/purch2.htm
SUBMIT PROPOSAL TO:  
UNIVERSITY OF SOUTH FLORIDA  
PURCHASE AND PROPERTY SERVICES  
4202 E FOWLER AVENUE AOC-200  
TAMPA, FL 33620-9000  
Telephone Number: Area Code 813 974-2481  
Web Address: usfw2.usf.edu/purchasing/purch2.htm

INVITATION TO NEGOTIATE

ITN NO: 12-27-MH

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ITN WILL BE OPENED 3:00 P.M April 02, 2012
and may not be withdrawn within 120 days after such date and time.

ISSUING DATE: March 06, 2011

ITN TITLE: CONTENT MANAGEMENT SYSTEM USF TAMPA

FEID NUMBER OR S.S. NUMBER  
Delivery will be  
Cash Discount Terms  

Cash Discount Terms  

VENDOR NAME  
REASON FOR NOT SUBMITTING PROPOSAL

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

POSTING OF PROPOSAL TABULATIONS

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

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

E-MAIL ADDRESS:

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

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.R. number or social security number shall appear on each pricing page of the ITN as required. Complete ordering instructions must be submitted with the ITN proposal.

2. NO ITN PROPOSAL: If not submitting an ITN proposal, respond by returning only this vendor acknowledgement form, marking it "NO ITN" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the ITN mailing list. Note: To qualify as a respondent, vendor must submit a "NO ITN" and it must be received no later than the stated ITN opening date and hour.

3. ITN OPENING: Shall be public, on the date and at the time specified on the ITN form. It is the vendor's responsibility to assure that his ITN proposal is delivered at the proper time and place of the ITN opening. ITN proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile or telephone are not acceptable. An ITN proposal may not be altered after opening of the proposals. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.

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

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

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

(c) MISTAKES: Vendors are expected to specify 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) CONDITION 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. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required making delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:00 p.m., excluding University of South Florida holidays, unless otherwise specified.

6. ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the ITN response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this ITN. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this ITN solicitation are the only conditions applicable to the ITN and the vendor's authorized signature attested to the vendor acknowledgement form attaches to this.
7. MANUFACTURERS’ NAME AND APPROVED EQUIVALENTS: Any manufacturer’s name, trade names, brand names, information and/or catalog numbers listed in a specification are in neither intended nor made to limit competition, and the University reserves the right to accept other proposals based on equivalent products, including products and/or services of any other supplier.

8. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than forty-eight (48) hours prior to the ITN opening. Inquiries must reference the date of ITN opening and ITN number. No interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this proposal. Any person who is adversely affected by the Agency’s decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with USF Regulation 4.02050(3). Failure to file a protest shall conform to provisions in Section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

9. NOTICE OF ITN PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the University pursuant to Section 110.201, 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 estimated amount of the contract or $10,000, whichever is less. Any dispute shall be considered upon the protest which must be noted against him in the administrative hearing in which this protest is pursued. In any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University, a protest shall be filed to be considered unless otherwise provided by law. However, to assist in resolving disputes, the bond shall be in the amount equal to 10 percent of the requesting agency’s estimate of the contract amount or an excess of the threshold for the category applicable to the contract; whichever is less. A protest shall be noted against the University, 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 PROTEST MAY RESULT IN A WAIVER OF THE CONTENTS OF THE PROTEST.

10. CONFLICT OF INTEREST: The award hereunder is subject to the requirements of Chapter 112, Florida Statutes, and University Policies, procedures.

11. SAMPLES: Samples of items, when called for, must be furnished free of expense on or before ITN opening time and date, and if not destroyed, may, upon request, be returned, be at the University’s expense and at the manufacturer’s expense.

12. RESPONSIBILITY OF SUPPLIER TO NOTIFY PURCHASING AND PROPERTY SERVICES: The supplier shall be responsible for notifying Purchasing and Property Services at all times such as to what extent warranty and service obligations of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence, and/or vendor’s other wrongful acts. Any violation of these stipulations may result in:

a) Suppliers name being removed from the University list.

b) All University departments being advised to do business with the supplier without written approval from Purchasing and Property Services until such time as supplier reimburses the University for all reprocurement and cover costs.

13. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, the University reserves the right to inspect the expediently handling of damage claims, the ordering agency will:

a) Record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading which vary from the general conditions shall have precedence.

14. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, the University’s right to inspect the expediently handling of damage claims, the ordering agency will:

a) Record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading which vary from the general conditions shall have precedence.

15. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the order, or any such proposal, the University reserves the right to cancel the contract at no further expense to the University.

16. ADDITIONAL QUANTITIES: For a period not exceeding 180 days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown in the ITN but not to exceed the threshold for the category applicable to the contract. Invitations to bid shall be made in a specification are in neither intended nor made to limit competition, and the University reserves the right to accept other proposals based on equivalent products, including products and/or services of any other supplier.

17. SERVICE AND WARRANTY: Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

18. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a ITN response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or corporate; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

19. PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost of expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied and with or under equipment or data not supplied by the 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 claim. The vendor shall be entitled to full reimbursement of all costs which may be adjudged by a court of competent jurisdiction.) If the vendor uses any design, device or materials covered by copyright, patent or trademark, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

20. 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.

21. LIABILITY: The vendor shall save and hold harmless the University, its officers, agents and employees from any claim or loss, for any and all claims by third parties resulting from the vendor’s breach of this contract or vendor’s negligence, 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 so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give the University, by and through its officers, employees and authorized representatives, or any other person, natural or corporate; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

24. RETURN OF MATERIALS: All copies, 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.

25. QUALITY-CONFORMANCE 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.

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

27. CANCELLATION: The University reserves the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.
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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 with a single vendor for a purchase agreement for Content Management System. We invite proposals from qualified Vendors who meet the equipment and service specifications below. Through this process the University desires to negotiate the best value for the University with respect to financial terms, services to be provided to the University, experience and capabilities and compliance with the State of Florida’s contractual requirements.

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, USF Sarasota-Manatee and USF Polytechnic, 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.

The University is a member of the Big East Athletic Conference.

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 April 02, 2012 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 April 02, 2012 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 April 02, 2012 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 April 02, 2012.

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. 12-27-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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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 5:00 P.M. March 16, 2012.

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

5. **RESPONSE TO VENDOR QUESTIONS**

Responses to all vendor questions received prior to 5:00pm on March 16, 2012 will be addressed via an Addendum by 5:00pm on March 23, 2012, email questions to Michael Hernandez mahernandez@admin.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/](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 two (2) copies. Vendors must also submit two (2) Electronic copies 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**

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

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

23. **RIGHT TO TERMINATE**

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

24. **CANCELLATION**

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

25. **FORCE MAJEURE**

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

26. **PAYMENT**

The University will make partial payment in the amount of the value of items or service received and accepted by the University in response to a request by the Vendor along with the submission of a properly executed invoice, and supporting documents (if required). The University shall issue the Vendor’s payment within 40 days (35 days for healthcare providers) after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase.
order/contract. The University’s preferred payment method is P-card. No additional charges will be accepted for use of P-card payment. Vendors must include a statement which states an agreement or non-agreement to accept payments via USF (Visa) P-Card in Proposal. 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 businesses within their organization. Vendors shall also provide a list of MBE suppliers and subcontractors with the bid proposal.

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

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

The Quarterly Reporting Requirements for Prime Contractors Form to submit the use of subcontractor’s quarterly spend data is located here: http://usfweb2.usf.edu/purchasing/forms.html. The form also includes the minority business enterprise codes that are
applicable to this reporting requirement. Minority Business Enterprises reported:

CERTIFIED MBEs
CMBE, MV-H, AFRICAN-AMERICAN
CMBE, MV-I, HISPANIC AMERICAN
CMBE, MV-J, ASIAN-HAWAIIAN
CMBE, MV-K, NATIVE AMERICAN
CMBE, MV-M, AMERICAN WOMAN
CMBE, MV-W1, SERVICE DISABLED VETERAN (CERTIFIED)

NON-CERTIFIED MBEs
NON-CMBE, MV-N, AFRICAN-AMERICAN
NON-CMBE, MV-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 DEBARTMENT

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 negotiated with the awarded vendor in accordance with negotiated solution infrastructure.

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: BID SPECIFICATIONS

1. DESCRIPTION OF THE 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, USF Sarasota-Manatee and USF Polytechnic, 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.

2. SCOPE OF SERVICE

a. Background

The University of South Florida, Division of Information Technology (USFIT) and University Communications and Marketing desires to purchase from a single vendor a Content Management System (CMS) to standardize the look, feel and experience of all USF Tampa campus web sites. This Invitation to Negotiate provides a model through which vendors can provide innovative solutions to deliver real-time dynamic content that will allow non-technical content contributors the ability to update content via an administrative web based interface with an integrated approval workflow. The solutions should also demonstrate the various technical architectures that will integrate with the USF cloud and disaster recovery implementations. The web interface and architecture layouts by vendors will be utilized to determine the most effective system configuration for USF’s needs.

The vendors should provide both vendor hosted and self-hosted solutions. We invite vendors to submit creative solutions that provide the required functionality, as described in the bid specifications of this ITN.

b. USF Environment

The following is a general description of the central computing infrastructure at USF: Any solution proposed must be compatible with the following:

**Software:**

**Server Operating Systems:**
- Linux – various versions
• Windows – various versions

Data Bases:
• Oracle 10g
• SQL Server – 2008+

Browsers (Customer and Administrator):
No standard browser is used by USF staff or students, so the CMS solution should be compatible with all browser types including but not limited to the following:
• Internet Explorer – latest version
• Firefox – latest version
• Safari – latest version
• Chrome – latest version

Authentication:
• Active Directory
• CAS or Shibboleth

Hardware:

Servers Architecture:
• VMWare vSphere 4 or 5/HyperV
• Multi-site data center using Netscaler for load balancing
• Storage Independent
• Disaster Recovery/Parallel hosting sites in both another city and another state.

Information Architecture:
The solution must accommodate and conform to the following:

• Web site/page structure and navigation detailed on wire frame diagrams which are currently in development but will be posted by March 11, 2012 and will be subject to change through Bid award date.
• The ability to develop technology to ensure that page components work as designed.

Note: electronic files for design structure will be available when complete, USF will post an addendum with directions for vendors to down load or view the files.

c. Evaluation Criteria and Instructions for Responding

The evaluation criteria and relative valued for evaluation will include:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>% of total Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company viability – how stable and well positioned is the content management system company in order to provide continuing support over time.</td>
<td>30</td>
</tr>
<tr>
<td>Scalability – how well the proposed system meets increasing demand over time and is scalable in the cloud (USF and beyond).</td>
<td>30</td>
</tr>
<tr>
<td>Flexibility – how adaptive the proposed configuration will be to changes in technology or USF’S needs over time.</td>
<td></td>
</tr>
<tr>
<td>Reliability and Performance– system uptime; how well the system performs over time; how well the system performs based on evaluations</td>
<td></td>
</tr>
<tr>
<td>Total cost of ownership for a configuration over a three year period</td>
<td>10</td>
</tr>
<tr>
<td>• Implementation</td>
<td></td>
</tr>
<tr>
<td>• Cost of licensed administrators</td>
<td></td>
</tr>
</tbody>
</table>
• Annual Maintenance  
• Training and Support  
• Upgrade costs  
• Relative personnel effort factor required to implement and administer systems

| Customer Usability - how easily customers can be trained to use the system and what training/documentation is provided | 20 |
| Other functionality/factors critical to project success | 10 |

d. Format for Vendor Responses

The vendors shall provide responses in a tabbed ring binder with the following form:

Tab A: Company viability

1. Provide company background information describing the company organization, incorporation date, and if the CMS product is designated as proprietary or open source. Include all warranty representations and product support options.
2. Provide company financial information, including annual reports, if available.
3. Provide the number of full, large scale CMS product implementations at higher education institutions. For at least 5 of those implementations, list the following:
   a. Institution name and student count.
   b. Description of product installation scope, version and configuration.
   c. Indicate the approximate number of pages included in the implementation.
   d. Indicate the date and timeline of the implementation (how long did it take?).
4. Provide the manufacturers’ life cycle overall objectives. From market availability to end of life. Describe product release availability and schedules.

Tab B: Scalability, Flexibility, Reliability and Performance

In this section provide information on how adoptive the proposed configuration is to changes in technology or USF’s needs over time. Provide answers to the following specific questions:

1. Does your solution allow for direct edit of content and comparative or differential views of content versions?
2. Describe how your CMS solution can be expanded up and out on both a private and public cloud. Is simultaneous web presence, both locally and outside the USF network, inherent to your solution?
3. Does this scaling include both the application and database servers?
4. Provide a diagram of how your CMS solution will accomplish this.
5. Describe how your solution promotes content changes from a development to staging to production environment.
6. Describe how your solution remedies any inconsistencies between scaled out deployments?
7. What languages can be used for widget creation?
8. Are open APIs for SOAP/Restful data calls and JavaScript libraries available for use?
9. Describe your Administrative security model and describe its granularity (role based privileges).
10. Does your solution provide multi-browser support for the administrative user? Describe the options available.
11. Does your solution provide 2nd and 3rd stage workflow? Describe available options for workflow processing. Specifically, are there options for triggering scripts and database procedures from your workflow process?
12. What authentication mechanisms are supported with your solution?
13. What types of customer reports are inherent to your solution? Does your solution require integration with an outside analytics tool? If so, please explain.
14. Describe audit and system logging capabilities that are inherent with your solution.
15. Does your solution provide the ability to migrate to/from another CMS? Describe the process to do this and in what format the input/output files will be.

16. Describe the solution’s caching mechanism.
   a. How deep in your structure can pages be cached?
   b. Is there separate caching configurability for various content and pages?
   c. Does your solution support hardware, appliance caching or a combination of both? List and describe.

17. Does your system support a backup/recovery system or is this performed outside of your solution? Explain.

18. Describe the recovery options within your product if any of the following are inadvertently removed or deleted:
   a. Content recovery
   b. Page recovery
   c. Site recovery

19. Does the solution support overall system health monitoring or status views? Describe.

Tab C: Customer Usability
1. Describe the training/documentation options available for your solution and incorporate these options into implementation plan referenced in TAB F.
2. Is training and/or implementation services provided at no additional cost? Explain.
3. Describe the capabilities of your authoring tools:
   - Allows copy/paste from other products and removes any product specific formatting
   - Allows for standard social media integration and RSS feeds
   - Allows for basic Word WYSIWYG editor capabilities and standard template features such as breadcrumb navigation, share, email and print buttons, etc.
   - The WYSIWYG editor functions can be locked down based on the administrators security level
4. How is content changed/reviewed by both the content contributor and the content manager?
5. Describe the capabilities of your image, video and document libraries (i.e. can files be uploaded and then manipulated within your solution, can this be controlled by security level, etc.)
6. Does your solution utilize a common content library and describe how a change to this common content affects all areas that are using it?
7. Does your solution provide a mechanism for reusable content? Describe the process.
8. Describe your standard widgets and the process for creating our own widgets to make available to content contributors.
9. Can multiple templates be created and controlled by security level? Describe what content contributors would see when creating a new page.
10. Describe your solution’s built in workflow for content approval. Does your solution provide the ability for content auto release/removal?
11. Describe how your solution handles web and accessibility standards compliance and describe the solution’s ability to create a “text only” version of a website (used for screen readers).
12. Describe the solution’s search capability. Can multiple searches be created across the platform?
13. Describe how metadata/taxonomy is setup for SEO purposes.
14. Describe your solution’s ability to audit for orphaned pages. Specifically, how does your solution notify others that content or a page has been relocated or removed?

Tab D: Cost
Provide in spreadsheet format a summary of costs, any and all costs associated with installation, implementation, administrator licensing, ongoing maintenance costs, recommended training costs, support costs, upgrade costs and any other costs for the solution including a cost breakdown for both (if offered) a vendor hosted and self-hosted solution.
hosted pricing structure.

Extend the costs into the columns for years 1-3 on the spreadsheet and specify any and all costs for annual escalation and scheduled version releases.

Also, provide an average number of USF employee hours required for the implementation and initial administration of your solution and incorporate this information in the implementation plan referenced in Tab F.

Include any proposal incentives and/or value added elements with a dollar value that USF can consider in the evaluation. In the past, vendors have offered additional discounts, provided the University donations of software or hardware, free training/implementation, etc. We encourage vendors to be innovative and will consider any ethical proposals. Please outline your value add proposition in this section.

Provide information and detail any and all costs regarding the Administrative tools utilized to manage the solution, including:

- Configuration management
- Provisioning management
- Hierarchical storage management
- Performance management
- Backup/Recovery management

Tab E: Other functionality/factors
In this section provide any other functionality/factors that set your CMS solution apart from your competition.

1. List current functionality not previously described.
2. List future functionality that is being reviewed or being developed for future releases.
3. Tell us why we should purchase your solution.

Tab F: Implementation Plan
In this section provide a detailed implementation plan to initiate the offered product solution including earliest product, documentation, and manual delivery date(s), implementation milestone schedule and estimated implementation completion date. Please include a listing of all vendor requirements for initiation of each milestone.
Attachments
Required Forms: must be included in Bidder’s proposal

- Invitation to Negotiate cover Pages  
  (Pages 2-3 of this ITN 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)
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: _______________________

26 of 34
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 selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

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

Affiant's Name

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

1. That the Bidder, if an individual, is of lawful age; or

2. That if:
   a. The Bidder is a partnership or a corporation, it has been formed legally;
   b. The Bidder is a Florida Corporation, it has filed its Articles of Incorporation with the Florida Secretary of State; and,
   c. The bidder is a corporation incorporated under the law of a state other than Florida; it is duly authorized to do business in the State of Florida.

3. That if the Bidder is using a fictitious name, he/she/it has complied with the Fictitious Name Statute of the State of Florida.

4. That the Bidder has not submitted a rigged bid, nor engaged in collusive bidding or collusive bidding arrangements or fraudulent bidding, or entered into a conspiracy relative to this bid, with any other person, partnership, or corporation making a bid for the same purpose. The Bidder is aware that "Any understanding between persons where one or more agree not to bid, and any agreement fixing the prices to be bid so that the awarding of any contract is thereby controlled or affected, is in violation of a requirement for competitive bidding and renders a contract under such circumstances invalid." [See McQuillian, Municipal Corporations, §26.69].

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

6. That no officer or employee of the University of South Florida, either individual or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract of obligation entered into between the University of South Florida and this Bidder or awarded to this Bidder; nor shall any University officer or employee have any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of this contract or obligation to this Bidder.

7. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of the work to be performed and/or the services to be rendered.

Further Bidder Sayeth Not.

Bidder: Complete the Acknowledgment on the following page.
Bidder's Affirmation and Declaration - Continued

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

***See Bid Proposal Herein***

Firm Name:______________________________________________________________________________________

Type of Organization: [ ] Individual [ ] Small Business [ ] Non-Profit
[ ] Partnership [ ] Corporation [ ] Joint Venture

Business is licensed, permitted or certified to do business in the State of Florida. [ ] 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.

________________________________________________ Authorization Signature of Affiant

Notary Public
State of __________________________________________

My Commission Expires: __________________________

________________________________________________ Printed, typed or stamped
Commissioned Name of Notary Public

________________________________________________ Printed, typed or stamped
Name of Affiant
University of South Florida
Purchasing & Property Services
Request for Taxpayer Identification and Certification
(Substitute for IRS Form W-9)

Instructions:
1. Use this form only if you are a U.S. person (including U.S. resident aliens). If you are a
   foreign person, use the appropriate Form W-8.
2. Complete Part 1 by completing the 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)

Individually:
(Fill out this row)

<table>
<thead>
<tr>
<th>Individual’s Name: (first name, middle initial, last name)</th>
<th>Individual’s Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

Sole Proprietor:
(Fill out this row)

<table>
<thead>
<tr>
<th>Business Owner’s Name: (REQUIRED)</th>
<th>Business Owner’s Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(First Name)</td>
<td></td>
</tr>
<tr>
<td>(Middle Initial)</td>
<td></td>
</tr>
<tr>
<td>(Last Name)</td>
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<td></td>
</tr>
</tbody>
</table>

Partnership:
(Fill out this row)

<table>
<thead>
<tr>
<th>Name of Partnership:</th>
<th>Partnership’s Employer ID Number</th>
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<tbody>
<tr>
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</table>

Corporation, exempt charity or other entity:
(Fill out this row)

<table>
<thead>
<tr>
<th>Name of Corporation or Entity:</th>
<th>Employer ID Number</th>
<th>Are you incorporated?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</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
2. Tax Exempt Tax Exempt Charity under 501(a) (includes 501(c)(3)), or IRA
3. The United States or any of its agencies or instrumentalities
4. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions.
5. A foreign government or any of its political subdivisions.

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

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

Signature: __________________________________ Date: ______________ City: ___________________________ State: ______ ZIP: ______

E-Mail Address: ____________________________________________
### Small, Minority or Women-Owned Business?

If answered yes above, please circle classification that applies:

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</thead>
<tbody>
<tr>
<td>SBA 8(a) Certification</td>
<td>African American</td>
<td>African American</td>
<td>Minority Board</td>
</tr>
<tr>
<td>(please provide a copy of certificate with application)</td>
<td>(please provide a copy of certificate with application)</td>
<td></td>
<td>(51% or more Minority Board of Directors)</td>
</tr>
<tr>
<td>Small Disadvantaged Business Certification</td>
<td>Hispanic American</td>
<td>Hispanic American</td>
<td>Minority Employees</td>
</tr>
<tr>
<td>(please provide a copy of certificate with application)</td>
<td>(please provide a copy of certificate with application)</td>
<td></td>
<td>(51% or more Minority Officers)</td>
</tr>
<tr>
<td>HUBZone Certification</td>
<td>Asian American</td>
<td>Asian American</td>
<td>Minority Community</td>
</tr>
<tr>
<td>(please provide a copy of certificate with application)</td>
<td>(please provide a copy of certificate with application)</td>
<td></td>
<td>(51% or more Minority Community Served)</td>
</tr>
<tr>
<td>Veteran</td>
<td>Native American</td>
<td>Native American</td>
<td>Other- Non Profit</td>
</tr>
<tr>
<td>(please provide a copy of certificate with application)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Disabled Veteran</td>
<td>American Woman</td>
<td>American Woman</td>
<td></td>
</tr>
<tr>
<td>(please provide a copy of certificate with application)</td>
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<tr>
<td>Vietnam Veteran</td>
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<tr>
<td>Women Owned</td>
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<td></td>
</tr>
<tr>
<td>Minority Owned Business</td>
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<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](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>

<table>
<thead>
<tr>
<th>Payment Discount Terms:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2% Net 10</td>
</tr>
<tr>
<td>Other:</td>
</tr>
</tbody>
</table>

<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)</td>
</tr>
</tbody>
</table>

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

### Part 4 – Signature

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

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