The University of South Florida is requesting proposals from qualified firms interested in the University of South Florida Invitation to Negotiation for TEDDY RNA LABORATORY 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., November 05, 2015. Any questions concerning this Invitation to Negotiate should be directed to Michael Hernandez, Purchasing Administrator, Purchasing Services: mahernandez@usf.edu.

University of South Florida
Purchasing Services
4202 E. Fowler Avenue AOC 200
Tampa, Florida 33620-9000
usfweb.usf.edu/purchasing/purch2.htm
I certify that this ITN proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or service and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN proposal and certify that I am authorized to sign this ITN proposal for the responder and that the responder is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting a proposal to the University of South Florida Board of Trustees, a public body corporate (“University”), the responder offers and agrees that if the ITN proposal is accepted, the responder will convey, sell, assign or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University’s discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the responder.
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SECTION I: INTRODUCTION

Purpose of ITN

The University of South Florida Board of Trustees, a public body corporate of the State of Florida, hereinafter the “University”, intends to negotiate an agreement on behalf of the TEDDY Study to establish a laboratory that will perform RNA extractions from whole blood samples, for the TEDDY Study (http://teddy.epi.usf.edu/). We Invite Proposals from qualified Providers of RNA Lab Services to submit a proposal to perform the services as described in the specifications below. Through this process the University desires to negotiate the best value agreement(s) for the University.

Description of University

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

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

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

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

USF is a member of the American Athletics Conference, with 17 men's and women's varsity teams competing at the NCAA-level. New facilities for practice and competition, along with a completely renovated USF Sun Dome, put the university's athletic facilities on par with virtually every top program in the country.

Additional information available at http://www.usf.edu/About-USF/index.asp

SECTION II: SPECIAL CONDITIONS

1. OPENING NOTE TO VENDORS

Vendor’s response to this Invitation to Negotiate shall be delivered to the Purchasing Services, University of South Florida, 4202 East Fowler Avenue AOC 200, Tampa, Florida 33620-9000, no later than 3:00 P.M. on November 05, 2015 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 November 05, 2015 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 November 05, 2015, 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 November 05, 2015.

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.16-02-MH.

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

2. EVENT SCHEDULE (dates are subject to change)

<table>
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<tr>
<td>ITN Issued</td>
<td>August 24, 2015</td>
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<td>Vendor's Questions Due</td>
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<td>Response to Questions Posted</td>
<td>September 16, 2015 by 5:00pm</td>
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<td>Letter of Intent due</td>
<td>September 21, 2015</td>
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<td>Proposals Due/Bid Opening</td>
<td>November 05, 2015 by 3:00pm</td>
</tr>
<tr>
<td>ITN Awarded</td>
<td>March 01, 2016</td>
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3. INQUIRIES

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

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

4. QUESTIONS ABOUT ITN - POINTS OF CONTACT

ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY 2:00 P.M. SEPTEMBER 07, 2015.

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@usf.edu. Phone: (813) 974-8123.

5. RESPONSE TO VENDOR QUESTIONS

Responses to all Vendor questions received prior to 2:00pm on September 07, 2015 will be addressed via an Addendum by 5:00pm on September 16, 2015 send email questions to Michael Hernandez mahernandez@usf.edu.

6. ADDENDA

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

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

7. MEETINGS

Notice of public meetings regarding the Invitation to Negotiate will be posted on the bulletin board located outside the Purchasing & Property Services Department located at 4202 E Fowler Avenue AOC-200, Tampa, Fl 33620 and posted electronically on the USF Purchasing Bid website five business days prior to the meeting. (USFWEB2.USF.EDU/PURCHASING/PURCH2.HTM). For the purpose of this ITN, meeting notices will be Noticed (posted) by e-mail to the ITN Vendor list.

8. PARKING

Annual, semester, monthly, weekly, or daily parking permits must be obtained from Parking and Transportation Services (813-974-3990 for further information) for any company vehicles and/or individual vehicles that will be parked on campus. This applies to all vehicles used for an extended period of time (over 3 days or on a recurring basis). Parking rules and regulations must be observed by all drivers. Website for parking services is: HTTP://USFWEB2.USF.EDU/PARKING_SERVICES/

9. AWARD

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

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

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

The University’s intent is to award to multiple Vendors.

10. PROPOSAL TABULATION

Vendors desiring a copy of the proposal tabulation for the Invitation to Negotiate may request a copy via email to the ITN point of Contact Michael Hernandez mahernandez@usf.edu . Proposal tabulation will be available after award and will be posted on the Purchasing website. The proposal tabulation is an accounting of initial proposal information received relative to requested information and may not include price information. Proposal results will not be given out over the telephone.

11. THE INVITATION TO NEGOTIATE PROCESS

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

12. EVALUATION CRITERIA

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

13. NEGOTIATION WITH VENDORS

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

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

14. INVITATION TO NEGOTIATE FORM

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

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

15. RIGHT TO NEGOTIATE

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

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

16. VENDOR’S RESPONSIBILITY

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

17. VENDOR’S EXPENSE

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

18. NUMBER OF PROPOSALS SUBMITTED

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

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

20. **OPEN COMPETITION**

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

21. **ORAL PRESENTATION**

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

22. **MISTAKES**

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

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

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

23. **RIGHT TO TERMINATE**

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

24. **CANCELLATION**

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

25. **FORCE MAJEURE**

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

26. **PAYMENT**

The University will make partial payment in the amount of the value of items or service received and accepted by the University in response to a request by the Vendor along with the submission of a properly executed invoice, and supporting documents (if required). The University shall issue the Vendor’s payment within 30 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the purchase order/contract. The University’s preferred payment method is P-card. No additional charges will be accepted for use of P-card payment. Any penalty or delay in payment shall be in accordance with section 55.03, Florida Statutes. The University’s Vendor ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from the University may be contacted at 813-974-2481.

27. **FEID NUMBER**

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

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

The Awarded Vendor(s) are required to complete and return the W-9 Form prior to an Agreement being finalized (the W-8BEN form can be downloaded from the IRS site, http://www.irs.gov/pub/irs-pdf/fw8ben.pdf).

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

29. **STANDARDS OF CONDUCT**

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

30. **AMERICAN WITH DISABILITIES (ADA)**

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

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

31. **PUBLIC RECORDS**

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

The University reserves the right of unilateral cancellation for refusal by the Vendor(s) to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 and made or received by the Vendor(s) in conjunction with this resulting contract.
32. **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.

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42. TECHNOLOGY PROVIDED

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

43. PURCHASES BY OTHER UNIVERSITY ENTITIES

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

44. MINORITY BUSINESS ENTERPRISE (MBE)

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

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

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

Prime Contractor Quarterly Report documentation shall include the reporting of spending with state of Florida certified/non certified small, minority, service disabled veterans and women-owned business enterprises. Such reports must be submitted quarterly to the USF Supplier Diversity Manager 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-Q, HISPANIC AMERICAN
NON-CMBE, MV-P, ASIAN-HAWAIIAN
NON-CMBE, MV-Q, NATIVE AMERICAN
NON-CMBE, MV-R, AMERICAN WOMAN

Is your firm a "Minority Business Enterprise" defined as a business concern engaged in commercial transactions which is domiciled in Florida, is at least fifty-one (51%) percent owned by minority person and whose management and daily operations are controlled by such persons?
YES ☐ NO ☐

If yes, is it certified by the State of Florida Office of Supplier Diversity (OSD)?
YES ☐ NO ☐

45. **CONDITIONS AND PROVISIONS**

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

46. **FEDERAL DEBARMENT**

By signing this bid/proposal, the Vendor certifies, to the best of its knowledge or belief, that the Vendor 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 terms of this Agreement will be negotiated with the awarded Vendor(s).

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

The Environmental Determinants of Diabetes in the Young (TEDDY) Study

mRNA Laboratory Invitation to Negotiate

I. PURPOSE

The purpose of this Invitation to Negotiate (ITN) is to establish a laboratory that will perform RNA extractions, from whole blood samples, for the TEDDY Study. After extraction the RNA samples will be sent to the NIDDK Repository for long-term storage. The samples are collected from subjects participating in the TEDDY study (http://teddy.epi.usf.edu).

The University of South Florida (USF) will issue a subcontract to a laboratory that will extract RNA from samples collected within the TEDDY study. The due date for submittal of proposals is 3:00 pm on November 05, 2015. Vendors (the applicants) are hereby advised that any proposal received after this due date will not be considered further and will be returned unopened. Proposals and/or amendments will not be accepted via facsimile or electronic mail. All hard copies and the flash drive containing a copy of the vendor’s proposal must physically be delivered to USF Purchasing office by 3:00pm on November 05, 2015. The award is anticipated on or about March 01, 2016.

Each vendor, by submitting a proposal, agrees that the proposal shall remain firm for a period of 120 calendar days after the proposal is due.

Each vendor is requested to submit a letter of intent to respond to this ITN by September 21, 2015. Letters should be sent to Michael Hernandez, Purchasing Manager, Purchasing Services, 4202 E. Fowler Ave., AOC200, Tampa, FL 33620 (Phone: 813-974-8123; Fax 813-974-5362; Email: mahernandez@usf.edu).

All full proposals will be reviewed by an independent review committee. An ITN does not commit the University of South Florida to award a contract or to pay any costs incurred in the submission of the proposal, nor to procure or contract for any supplies or services. Any award must be approved by the National Institute for Diabetes, Digestive and Kidney Diseases (NIDDK), and is contingent on the availability of funds.

Each vendor must submit one original copy and one hard copy as well as one electronic copy (on a flash drive) to USF Purchasing Services. Purchasing Services, 4202 E. Fowler Ave., AOC200, Tampa, FL 33620 (Phone: 813-974-8123; Fax 813-974-5362; Email: mahernandez@usf.edu).

Event Schedule

The timeline for the application process is as follows: (dates may be subject to change)

- ITN Issued= August 24, 2015
- Vendors’ Questions Due = September 07, 2015 by 2:00pm
- Response to Questions = September 16, 2015 by 5:00pm
- Letter of Intent due = September 21, 2015
- ITN proposals due to USF = November 05, 2015 by 3:00pm
- Bid awarded = March 01, 2016

II. BACKGROUND AND PLANNING

The Environmental Determinants of Diabetes in the Young (TEDDY) study will investigate genetic and genetic-environmental interactions, including gestational infection or other gestational events, childhood infections or other environmental factors after birth, in relation to the development of prediabetic autoimmunity and Type I Diabetes Mellitus (T1DM). A consortium of six centers has been assembled to participate in the development and implementation of studies to identify environmental factors that trigger the development of T1DM in genetically susceptible individuals.

T1DM is one of the most common and serious chronic diseases in children and appears to be increasing globally, particularly in the very young. The etiology of the disease however remains unclear. There is a substantial genetic
component to susceptibility to T1DM. High risk HLA class II alleles appears to contribute 40-45% of genetic risk and other genes have also been identified as providing more modest contribution to risk. However, additional unidentified factors are important in the etiology of this disease.

Epidemiologic patterns suggest that viruses, nutrition, toxic agents or socioeconomic psychosocial factors may contribute to the etiology alone or in combination. Elucidation is confounded by the long interval between exposure and onset of clinical disease as well as the interaction of multiple genes and/or insults, which appear to interact in a complex manner. Numerous studies have investigated environmental influences but have yielded conflicting results. This may be in part due to the failure to account for genetic susceptibility, begin observation at early ages or in utero, and/or monitor subjects long term and frequently.

The TEDDY study proposes to newly recruit 7,013 neonates from the general population with a pre-determined type 1 diabetes risk of 3% and 788 neonates with first degree relatives who have type 1 diabetes and who have a pre-determined type 1 diabetes risk of 10%. Thus, we propose to study a total of 7,801 participants across six clinical centers worldwide (Finland, Germany, Sweden and three in North America).

There are six Clinical Centers in the TEDDY study. The clinical centers are clinical research units staffed by a Trial Coordinator and other necessary personnel under the supervision of the Principal Investigator. The Principal Investigator will work with the Data Coordinating Center, the Steering Committee and NIDDK staff in developing and executing aspects of this study. The Data Coordinating Center and clinics will work together with the Repository to maintain the quality of the data.


III. STATEMENT OF WORK AND REQUIREMENTS

The specific objective of this ITN is to establish the RNA Laboratory to perform RNA extractions for the TEDDY Study.

Qualified laboratories must submit a proposal encompassing all of the analyses listed. The time period for this contract is February 1, 2016 to August 31, 2020. This contract is subject to cancellation if the criteria below are not met.

The RNA Laboratory will:

1. Develop a protocol for receipt, short-term storage and preservation of, and RNA extraction from frozen whole blood samples stored in ABI Tempus tubes from the clinical centers. Develop a purified RNA storage strategy that maximizes long-term stability (such as an NH4OAc/ethanol precipitation mixture) and a plan for shipment of the purified RNA to the NIDDK Repository.

2. Participate in internal tests for quality control purposes. In the first test, you will be expected to extract and quantify RNA satisfactorily from samples, sent to you by the study, with a known quantity of RNA. Additional quality control testing may also be requested.

3. Receive specimens (with bar-coded labels) from the Centers monthly. The laboratory must have a system for handling specimens with bar-coded ID labels.

4. Review/inspect samples upon receipt; report receipt and integrity of samples (e.g., missing, thawed, broken) and report any problems in handling and shipping directly to the relevant Clinical Center, and to the Data Coordinating Center. The laboratory must work with Clinical Center Coordinators to resolve any shipping issues and discrepancies.

5. Provide the necessary freezer space for short-term storage of TEDDY whole blood samples until the RNA can be extracted.
6. Extract RNA from all frozen whole blood samples shipped from the clinical center for all children participating in the study. Extracted RNA will be stored in a format which maximizes long-term stability and aliquoted into etched cryovials according to the Data Coordinating Center’s specifications. It is estimated that a total of 50,000 samples will be sent to the lab for RNA extraction over the 5 year contract period – 16,660 in Year 1, 8,335 in each of the remaining 4 years. The ultimate number of samples will depend on the study retention and compliance rates. Since this will be a cost reimbursement subcontract, laboratories should budget on a cost/sample basis.

7. Ship extracted RNA for storage. Extracted RNA samples will be shipped from the RNA Laboratory to the NIDDK Repository. Samples will be shipped according to the NIDDK Repository and the Data Coordinating Center’s specifications.

8. It is expected that RNA be extracted from samples, and that the processing and shipment information be transmitted, over a secure medium to the TEDDY Data Coordinating Center, within two weeks of receipt. All information must be transmitted electronically to the DCC following set guidelines that will be outlined by the DCC. Laboratories must have e-mail communication capabilities and Internet access.

**NOTES**

1. The Data Coordinating Center or TEDDY Laboratory Implementation Committee will conduct a site visit of the RNA Laboratory at its discretion.

2. Costs associated with transport of samples to the RNA Laboratory from the Clinical Centers will be paid by the Data Coordinating Center.

3. The cryovials that the extracted RNA samples will be stored in and costs associated with the transport of samples to the NIDDK Repository will be paid for by the Data Coordinating Center.

4. Costs associated with transmitting the data to the Data Coordinating Center are assumed by the RNA Laboratory.

**Deliverables/Reporting Requirements**

The following will be deliverable to the TEDDY Data Coordinating Center, University of South Florida:

1. All data on the internal testing samples from the first test must be transmitted electronically to the Data Coordinating Center no later than March 31, 2016.

2. All data on study specimens must be transmitted electronically to the Data Coordinating Center on a monthly basis.

3. Laboratory data books and/or computer files containing study data must be made available to the Data Coordinating Center or Laboratory Implementation Committee upon request.

4. Internal quality control data (for the period of specimen analysis) must be made available to the Data Coordinating Center or Laboratory Implementation Committee on a quarterly basis.

**IV. SPECIFIC ITEMS TO BE INCLUDED IN PROPOSAL**

Each vendor should include the following items in the proposal:

1. A brief description of the processing and extraction procedures, internal quality control program(s), and specimen handling procedures. Include references where appropriate.

2. A description of your current data management procedures and systems for sample handling and data reporting. Please include documentation of your data systems for logging in samples, tracking samples and transmitting data results; provide your experience with bar-coded samples in multi-center studies.

3. A description of storage space, its location, and security set-up that ensures sample integrity and protects against loss.
4. Pertinent information on your facility and/or institution. Include background information, structure and size of your organization, dollar volume of present contracts, past experience in similar studies, etc.

5. Evidence that your facility can accomplish the work outlined in the requirements within the time frame, given the volume of work already committed.

6. A list of key personnel and a biosketch (using PHS 398 format) for each individual.

7. A detailed budget for the work as outlined in the requirements. For the budget, please provide cost estimates for the extraction of RNA and for short-term storage separately. Include all costs associated with the extractions (e.g., direct costs, indirect costs). For the indirect cost rate, please include a copy of your most current agreement. Include method of calculating labor costs and analysis costs.

   Please provide a total budget and a budget for each fiscal year of the contract as follows:

   Fiscal Year 1: March 1, 2016 – August 31, 2016
   Fiscal Year 2: September 1, 2016 – August 31, 2017
   Fiscal Year 3: September 1, 2017 – August 31, 2018
   Fiscal Year 4: September 1, 2018 – August 31, 2019
   Fiscal Year 5: September 1, 2019 – August 31, 2020

8. Completion of the enclosed Proposal Summary Data Sheet signed by appropriate individuals, and include with each copy of the Proposal.

9. The name, title, and telephone number of the individual(s) who are authorized to conduct negotiations.

   All questions regarding this ITN should be directed to: Michael Hernandez, Purchasing Manager, Purchasing Services, 4202 E. Fowler Ave., AOC200, Tampa, FL 33620 (Phone: 813-974-8123; Fax 813-974-5362; Email: mahernandez@usf.edu).

V. EVALUATION FACTORS

1. COMPARATIVE IMPORTANCE OF PROPOSALS

You are advised that paramount consideration shall be given to the technical proposals, but not to the exclusion of cost considerations. In the event that the technical evaluation reveals that two or more vendors are approximately equal in technical ability, then the estimated cost of performance may become paramount. In any event, the contract office for the University of South Florida reserves the right to make an award to the best advantage of the TEDDY study, cost and other factors considered.

2. GENERAL

   The technical proposal will receive paramount consideration in the selection of the Contractor for this acquisition, and should, therefore, be as complete and specific as possible. The evaluation will be based on the demonstrated capabilities of the prospective Contractor(s) in relation to the needs of the project as set forth in this ITN. The merits of each proposal will be evaluated carefully, based on the thoroughness and feasibility of the technical approaches taken.

   Vendors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below. Failure to provide the information required to evaluate the proposal may result in the rejection of that proposal without further consideration.

   Proposals submitted in response to this solicitation will be reviewed by a peer group of scientists. Factors to be considered in evaluating this proposal are listed below in order of relative importance, with weights assigned for evaluation purposes.

3. TECHNICAL EVALUATION CRITERIA

   a. Ability to perform, in the quantity required, accurate and precise measurements and maintain consistent accuracy and precision for RNA extraction listed in the Statement of Work as evidenced by:
1) Appropriateness of the offeror's proposed analytic methods, specific experience with the methods and plans to implement them, and evidence of current precision and accuracy for analysis of purified RNA. Proposals showing familiarity with ABI-developed methods and Tempus tubes are especially welcomed. Proposals which produce purified RNA in a format which maximizes long term stability, for example as an NH4OAc/ethanol precipitation mixture, will be favored. (25 points)

2) Appropriateness of the quality control procedures to be used. (20 points)

b. Relevant experience in multi-center studies and plans for interaction with the Clinical Centers in handling of samples and for quality control of Clinical Center activities. (15 points)

c. Ability to contribute to and support the scientific objectives of the study and experience and commitment to data analysis for publication. (15 points)

d. Facilities and organizational structure and support for the required volume and variety of analyses and tasks, including the adequacy of back-up facilities to assure the avoidance of any unnecessary delays, and the capacity for prompt electronic transmission of results. (25 points)
ATTACHMENT 1:

2. **PROPOSAL SUMMARY DATA SHEET**

1. Legal Name, Address and Telephone number of Vendor:

2. Brief summary of proposed procedures:

3. Budget description of cost estimates:

______________________________
Signature of individual authorized to conduct negotiations

______________________________
Date:

Name, Title, Address and Telephone Number of individual authorized to conduct negotiations
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: _________________________________
SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause."

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

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

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

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

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

(7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Vendor. The contractor will take such action with respect to any subcontract or purchase order so 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 or 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.

__________________________________________________________

Signature of Notary Public Authorized Signature of Affiant

Notary Public
State of __________________________________________

My Commission Expires: ________________________________

_________________________________________________________

Printed, typed or stamped
Commissioned Name of Notary Public

Printed, typed or stamped
Name of Affiant
Small, Minority or Women-Owned Business?  __________YES  __________NO

If answered yes above, please circle classification that applies:

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

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


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

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

<table>
<thead>
<tr>
<th>By which delivery method do you prefer to receive purchase orders?</th>
<th>Payment Discount Terms:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Fax</td>
<td>☐ 2% Net 10</td>
</tr>
<tr>
<td>☐ Postal mail</td>
<td>Other:</td>
</tr>
</tbody>
</table>

By which delivery method do you prefer to receive payment?

- ☐ Check
- ☐ Credit Card (USF Procurement Card)
- ☐ Electronic Funds Transfer (EFT) (To receive payments by Electronic Funds Transfer, please complete the attached Electronic Payment Authorization Form to start electronic payment process)

### Part 4 – Signature

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

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

---

Name of Person Signing Application ____________________________

Title ____________________________

Signature ____________________________ Date ____________________________
DIRECTIONS TO BID OPENING AT
USF PURCHASING SERVICES (INCLUDING P-CARD)
4202 E. Fowler Avenue, AOC200
Tampa, FL 33620
(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) if you are choosing to 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 and where parking pay stations are not available. Parking lots are monitored 24/7 and vehicles that are parked 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 and pay station parking is available in the garage. If no spaces are open in the garage, go back to Palm Drive and turn right at the traffic light to be going north on Palm Drive. Turn left at next light on to Laurel Drive. Daily/Visitor parking is available in Lots 20, 44 or 43, lot 43 has pay station parking (outlined in red on the map provided).

**DO NOT PARK IN LOTS 13 OR 13T ADJACENT TO THE ANDROS CENTER.**

8. Once parked, walk to the Andros Classroom Building (circled in red) located on the east side of the Andros Center and to the south of the Andros Pool.

9. Use the stairs at the west entrance to the Andros Classroom Building. USF Purchasing Services is located on the second floor.

10. **NOTE:** You may request a Campus Mail at the Campus Information Center. **Do not forget to stop at the Campus Information Center to obtain a Daily parking permit prior to visiting Purchasing Services.**