Florida International University
Purchasing Services
University Park
CSC – 410
Miami, Florida 33199
(305) 348-2161
(305) 348-3600 Fax
http://finance.fiu.edu/purchasing/

Competitive Solicitation
Required Documents Checklist

NOTE: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO INCLUDE ALL
APPROPRIATE DOCUMENTS ALONG WITH THEIR RESPONSE. FAILURE TO
SUBMIT ALL REQUIRED DOCUMENTS WILL RESULT IN SOLICITATION
RESPONSE BEING DEEMED AS NON-RESPONSIVE.

LISTED BELOW ARE THE MOST COMMON AREAS OF MISTAKES MADE BY
VENDORS. PLEASE CHECK YOUR RESPONSE CLOSELY PRIOR TO SUBMITTAL
BY UTILIZING THIS SELF-CHECKLIST FORM.

Please check all that apply:

☐ Completed and signed Invitation to Bid (Form PS001) or Request for Proposal (Form PS001A)
☐ Check FIU Purchasing Website for Addenda(um) at http://finance.fiu.edu/purchasing/ prior to submission of Response
☐ Sign and attach all Addenda(um), to your response, prior to submission of Response
☐ Cost/Price Sheet, if applicable
☐ Appendix I, if applicable
☐ Appendix II, if applicable
☐ Exhibit A, if applicable
☐ Exhibit B, if applicable
☐ Requested references
☐ Statement of insurance capability from your insurance carrier on their letterhead
GENERAL CONDITIONS

1. **CONTRACTUAL SERVICE PROVISIONS:**
   Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The terms under which the cost may change are as determined in the Competitive Solicitation. Renewals shall be contingent upon satisfactory performance evaluations by FIU and subject to the availability of funds.

2. **EQUAL OPPORTUNITY STATEMENT:**
   The State University System believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to the non-discrimination because of race, disability, color, sex, age, national origin, or religion. To be considered for inclusion as a contractor, the bidder commits to the following:

   The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age and disability.

3. **IDENTICAL TIE RESPONSE:**
   When multiple responses to a competitive solicitation that are equal in all respects are received, the University will give preference to responses that include commodities manufactured in the State, Florida businesses, business with a drug-free workplace program, or foreign manufacturers located in the state, to determine the contract award, or if those conditions exist or are equivalent between two or more responses, will use toss of coin to determine.

4. **TRAVEL:**
   No travel expense may be paid to any individual in excess of the amount permitted by Section 112.061, Florida Statutes and then only when substantiated by receipts and submitted on the proper State form.

5. **WORKERS’ COMPENSATION COVERAGE:**
   The Contractor shall take and maintain during the life of this agreement, Workers’ Compensation Insurance for all of his employees connected with the work of this Project. In the event any work related to this agreement is sublet or subcontracted, the Contractor shall require the subcontractor similarly to provide Workers’ Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers’ Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not
protected under Workers’ Compensation Statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees.

6. **INDEMNIFICATION:**
The Contractor agrees to indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, the Florida International University Board of Trustees 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 arise or are alleged to have arisen, from the acts, omissions or wrongful conduct of Contractor or Contractor’s officers, employees, agents, guests, patrons, licenses, invites or subcontractors in connection with related to their operations, activities, occupancy or use of the premises.

7. **USE OF AGREEMENT BY OTHER GOVERNMENT AGENCIES:**
At the option of the contractor, the use of the Agreement(s) resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, it agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the contractor to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for services ordered, received and accepted.

8. **COMPETITIVE SOLICITATION INTERPRETATION:**
Interpretation of the wording of this solicitation document will be the responsibility of the University, and that interpretation will be final and binding. Any requests for interpretations shall be provided in writing by the University.

9. **AWARD OPTION:**
Florida International University reserves the right to award the commodity specified or service detailed in this competitive solicitation either in its entirety or in any part thereof all to the advantage of the Florida International University.

10. **INSURABILITY:**
Should this competitive solicitation, see attached specification documents, require the successful vendor to supply proof of insurance, vendor responding to this solicitation must submit with their formal response a letter from the vendor’s insurance carrier stating that should the vendor be awarded this competitive solicitation the insurance carrier will be able to supply all insurance requirements as stated herein.

Should any vendor take exception to the stated insurance requirements, such will be grounds for disqualifying that vendor’s response to this competitive solicitation.
11. **GENERAL DUTY CLAUSE:**
In accordance with the requirements of the Occupational Safety and Health Act of 1970 (OSH ACT), Florida International University seeks to furnish its students and employees with a place of work and study that is free from recognized hazards that are causing or are likely to cause death or serious physical harm, and one which complies with occupational health and safety standards promulgated under this Act. Therefore, the University requires that each contractor/vendor/supplier comply with the occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSH ACT, while on University premises.

12. **SMALL BUSINESS MINORITY ENTERPRISE (SBME) REPORTING:**
It is the policy of Florida International University (consistent with state and federal law), to optimize opportunities for business contracting with small, minority and disadvantaged business enterprises in the areas of commodities, construction, contractual services, and architectural and engineering services. It is the intent of the program to reach out to the small, minority, and disadvantaged business community and to give responsive and responsible suppliers an opportunity to compete for University business.

Vendors are encouraged to use the small, minority and disadvantaged business community and to have a business diversity program in place. Successful vendor may be required to provide a report to FIU listing the small, minority and disadvantaged businesses used during the course of the awarded competitive solicitation.

13. **GROUNDS FOR DISQUALIFICATION:**
Failure to complete and return all required documents of the competitive solicitation will be grounds for disqualification of any vendors response.

14. **EVALUATION OR SELECTION COMMITTEE:**
Any person with a conflict of interest shall not be appointed to any procurement evaluation or selection committee, or shall be removed from the committee if the conflict arises after appointment to the committee. A conflict of interest is defined as any circumstance in which the personal interest of a committee member in a matter before him or her in his or her official capacity may prevent or appear to prevent him or her from making an unbiased decision with respect to the matter.

The Attestation of No Conflict form shall be signed by all individuals selected to the evaluation committee before the evaluation process begins. This document shall become part of the competitive solicitation document folder.
SUBMIT TO:
FLORIDA INTERNATIONAL UNIVERSITY
PURCHASING SERVICES
CAMPUS SUPPORT COMPLEX – CSC 414
UNIVERSITY PARK
MIAMI, FL 33199
(305) 348-2161

Web Address: http://finance.fiu.edu/purchasing/

PROPOSALS WILL BE OPENED: FEBRUARY 5, 2009 at 2:00 pm E.S.T.

INVITATION TO BID

PROPOSAL TITLE: Re-bid Printing of FIU Magazine

INVITATION TO BID. ITB89-019

AGENCY MAILING DATE:

VENDOR NAME (Vendor also referred to as "Contractor" herein)

REASON FOR NOT SUBMITTING:

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

VENDOR MAILING ADDRESS

POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties at the Florida International University Bid Board and website- http://finance.fiu.edu/purchasing/ and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this ACKNOWLEDGMENT form must be executed and submitted in a sealed envelope to University. (University also referred to as "Purchaser" herein). (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above University address, the date and time of the proposal opening and the proposal number. Bid prices not submitted on attached Bid price sheets when required shall be rejected. All bids are subject to the conditions specified herein. Those bids that do not comply with these conditions are subject to rejection.

1. Bid must contain a manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal price must be initialed. The company name and vendor number shall appear on each page of the bid as required. Complete ordering instructions must be submitted with the bid.

2. NO BID SUBMITTED: If not submitting a proposal, respond by returning only this proposal acknowledgment form, marking it "NO BID" 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 proposal mailing list. Note: To qualify as a respondent, proposer must submit a "NO BID", and it must be received no later than the stated proposal opening date and hour.

3. Bid opening: Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the bid opening. Bids that for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after opening of proposal unless done pursuant to Negotiations. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a predetermined fee. 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 services rendered to the purchaser.

a) TAXES: The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F.S.

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

c) MISTAKES: Proposers are expected to examine the conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at proposer's risk. In case of mistake in extensions the unit price will govern.

d) INVOICING AND PAYMENT: The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

PAYMENT: Payment shall be made in accordance with F.A.C. Rule 6C8-7.032 Prompt Payment, which states the Contractor's rights as a Vendor and the University's responsibilities concerning interest penalties and time limits for payment of invoices. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, the University has five (5) business days to inspect and approve the goods or services, unless bid specifications, purchase order or contract specify otherwise. If a payment is not issued within 40 days of receipt of a proper invoice and receipt and inspection and approval of the goods and services, the University will pay to the Vendor, in addition to the amount of the invoice, an interest penalty at the rate established pursuant to Section 55.03(1)F.S., provided, the interest penalty is in excess of one dollar ($1.00). A Vendor Ombudsman has been established within the Office of Business and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from the University. The Vendor Ombudsman may be contacted at (305) 348-2101.

e) ANNUAL APPROPRIATIONS: University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Also attached are the Special Conditions and Supplemental Provisions.
NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance and/or workmanship, fit, finish, acceptable use, quality control, and Consumer Services, or by other appropriate testing facilities. Should the items fail testing, Florida International University reserves the right to reject any and all general conditions and specifications attached hereto shall have precedence.

NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by Florida International University pursuant to Section 120.57(3)(b), F.S., shall post, at the time of filing the formal written protest or within the 10-day period allowed for filing the formal written protest, a bond payable in an amount equal to 1 percent of Florida International University’s estimate of the total volume of the contract or $5,000 whichever is less, which bond shall be conditioned upon the payment of all claims which may become due hereunder. Title and risk of loss or damage to all items shall be at the destination unless otherwise provided. Title and risk of loss or damage to all items shall be at the destination unless otherwise provided. Title and risk of loss or damage to all items shall be at the destination unless otherwise provided. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him or her in the expeditious handling of damage claims, the ordering agency will:

- a) Record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading.
- b) Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspections is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier’s Bill of Lading and damage inspection report.

ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to the amount shown on the proposal but not to exceed the threshold for category two for commodities at the prices proposed in this invitation to bid. If additional quantities are not acceptable, the proposal sheets must be noted “BILL IS FOR SPECIFIED QUANTITY ONLY.”

SERVICES AND WARRANTY: Unless otherwise specified, the proposer shall define any warranty service and replacement that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed, may be returned, upon request, to the bidder’s expense. Each individual sample must be labeled with bidder’s name, manufacturer’s brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions that include shipping authorization and name of carrier and must be received with your bid. If instructions are not received within this time, the commodities shall be disposed of by the State of Florida.
FLORIDA INTERNATIONAL UNIVERSITY

INVITATION TO BID NUMBER: ITB 89-019

FOR

REBID OF PRINTING OF FIU MAGAZINE
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ATTACHMENT(S)
1.0 INTRODUCTION

1.1 Statement of Objective

This Invitation to Bid is to purchase the printing of the FIU Magazine. For all purposes herein, “Vendor” shall mean all proposers who submit a timely solicitation response to this Competitive Solicitation. For additional definition, see Section 2.16, page 7 of this document.

1.1.1 DELIVERABLES

FIU will consider pricing in the context of the overall proposals. Specifically, the University requests that proposals provide the following information to assist FIU in the selection and evaluation process. Vendors should organize their proposals to separately respond to the following criteria:

Specifications based upon one (1) issue; bid covers 4 issues per year.

Macintosh File supplied on CD for output of Adobe InDesign Software Application File.

PDFs will NOT be supplied

Finished Size: 8.375” x 10.875”

Page Count: 32 pages + cover = 36 pages

Stock for Cover:  
A. Sterling Ultra Gloss, 65lb cover (See Exhibit I)  
B. Influence gloss 100lb text (See Exhibit I)

Stock for text pages:  
A. Sterling Ultra Gloss, 70lb text (See Exhibit I)  
B. Influence gloss 70lb text (See Exhibit I)

Ink coverage Text and Cover: medium to full coverage, bleeds throughout

Ink for Text: 6/6: 4-color process + PMS blue 282 + Semi-Gloss Varnish

Ink for Cover: 6/6: 40color process + PMS 282 + Semi-Gloss Varnish (back cover will have no varnish in mailing panel section

Binding: Saddle-stitched

Schedule: Printer will have 3 working days to produce a full-color high resolution proof of all the magazine pages and covers and 12 working days (after receipt of proof) to produce final printed copies.

Corrections (Artist's adjustments): Each issue’s cost will include three hours of pre-press (color correction/type edits) and a partial second set of hi-resolution, full color proofs (up to 10 pages).
Delivery: Two (2) locations for delivery are:

FLORIDA INTERNATIONAL UNIVERSITY
UNIVERSITY PARK CAMPUS – PC 515
11200 SW 8th Street
MIAMI, FL 33199

A & B BULK MAILERS INC.
4412 NW 74th AVENUE
MIAMI, FL 33166

Contract Award

1.2.1 FIU intends to award a contract or contracts resulting from this competitive solicitation to the successful vendor(s) whose solicitation response represents the lowest response in accordance with the criteria in this competitive solicitation.

1.2.2 FIU may reject any or all solicitation responses if such action is in FIU’s best interest.

1.2.3 FIU may waive informalities and minor irregularities in solicitation responses received.

1.2.4 Intentionally left blank.

1.2.5 FIU reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Vendor specifies otherwise in the solicitation response.

1.2.6 A written notice of award will be sent to the successful vendor.

1.2.7 Award Period: This bid award will be in effect from date of formal award notification for twelve (12) months. Prime consideration will be given to those responses that offer firm pricing during this time period. Florida International University may renew this award for (2) two, twelve month period(s) after the initial time period. Quantities to be ordered referenced in the ITB specifications are estimates only, FIU reserves the right to purchase more or less at the same price.

1.2.8 Award is based on overall pricing of Section “A” in Exhibit I for either Primary or Alternate whichever option is chosen.
2.0 GENERAL CONDITIONS

2.1. Authorized FIU Representative/Public Notices/FIU Discretion

Vendor’s response to this competitive solicitation and any communications and/or inquiries by Vendor during this competitive solicitation process must be submitted in writing to the individual and address stated below. Inquiries must be made via email only. FIU will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, “Calendar of Events.” To the extent FIU determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and mailed and/or transmitted by facsimile to all Vendors. FIU will not accept or consider any written or other communications and/or inquiries (except solicitation response) made between the date of this deadline and the posting of an award, if any, under this competitive solicitation.

Tere Portuondo
FLORIDA INTERNATIONAL UNIVERSITY
PURCHASING SERVICES DEPARTMENTS
CAMPUS SUPPORT COMPLEX – CSC 411
11200 SW 8th Street
UNIVERSITY PARK
MIAMI, FL 33199
Email address: portuond@fiu.edu
Telephone: (305) 348-2161
Fax: (305) 348-3600

From the date of issuance of this Competitive Solicitation until FIU takes final agency action, the Vendor must not discuss the solicitation response or any part thereof with any employee, agent, or representative of FIU except as expressly requested by FIU in writing. Violation of this restriction will result in REJECTION of the Vendor’s solicitation response.

In addition, any inquiries relating to the objective and the scope of services requested by this competitive solicitation must be emailed to Tere Portuondo at portuond@fiu.edu.

Advance notice of pre-proposal meetings, if applicable, regarding this competitive solicitation, or of evaluation committee meetings will be in writing and posted in FIU’s Purchasing Services Department website, http://finance.fiu.edu/purchasing (the “Website”). It is Vendor’s sole responsibility to check the Website periodically in order to verify whether any such meetings are scheduled to take place. FIU reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. FIU also reserves the right and sole discretion to REJECT any solicitation response at any time on grounds that include, without limitation, either that a response is nonresponsive to the competitive solicitation or is incomplete or irregular in any way, or that a solicitation response is not in FIU’s best interest.
2.2. Calendar of Events

Unless otherwise revised by a subsequent addendum to this competitive solicitation, the dates and times by which stated actions should be taken or completed are listed below. If FIU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this competitive solicitation and issue a Notice of Addendum on the Website. All times listed are eastern standard time (EST).

<table>
<thead>
<tr>
<th>Date/Time</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 13, 2009</td>
<td>Competitive Solicitation advertised and released</td>
</tr>
<tr>
<td>January 22, 2009</td>
<td>Last Day to submit communications and/or inquiries via email to Tere Portuondo (e-mail: <a href="mailto:portuond@fiu.edu">portuond@fiu.edu</a> (Inquiry Deadline Date).)</td>
</tr>
<tr>
<td>January 26, 2009</td>
<td>Responses to questions and Addenda, if any, mailed to Vendors</td>
</tr>
<tr>
<td>February 05, 2009</td>
<td>Deadline for Response submission at 2:00 PM (EST) (“Solicitation Response Due Date”) and Competitive Solicitation Response Opening at 2:00 PM (EST). (Note: Any solicitation responses received after the Solicitation Response Due Date and Time shall be deemed non-responsive.)</td>
</tr>
</tbody>
</table>

2.3. Vendor Communications and/or Inquiries

2.3.1 FIU is not liable for interpretations/misinterpretations or other errors or omissions made by the Vendor in responding to this competitive solicitation. The Vendor shall examine this competitive solicitation document to determine if FIU’s conditions and requirements are clearly stated. If Vendor has any questions regarding this competitive solicitation, the Vendor may submit a written request for clarification. The Vendor must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Vendor. Requests for clarification to this competitive solicitation must be received by FIU on or before the Inquiry Deadline date. The Vendor’s failure to communicate, inquire, or request changes by the date described above shall be considered to constitute the Vendor’s acceptance of all of FIU’s conditions and requirements, and any concern or question raised after the Inquiry Deadline date shall not provide any basis for any negotiation of or change to any of the terms or conditions of this competitive solicitation. Failure to accept said conditions and requirements is grounds for rejection of that solicitation response as non-responsive. FIU shall in its sole discretion determine what requested changes to this competitive solicitation are acceptable. FIU shall issue an Addendum reflecting the acceptable changes to this competitive solicitation, if any, which shall be sent to all known Vendors as specified in Section 2.1. It is Vendor’s sole responsibility to periodically check the Website to verify whether any such addendums were issued and to ensure Vendor obtains a copy of any such Addendum.
2.4. Vendors’ Conference and Site Visit

NOT APPLICABLE

2.5. Written Addenda

Written Addenda to this competitive solicitation along with an Addenda Acknowledgment Form will be mailed to all known Vendors. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Vendor, dated and returned with the solicitation response. It is Vendor’s sole responsibility to periodically check the Website to verify whether any such addendums were issued and to ensure Vendor obtains a copy of any such Addendum. Copies of addendums should be requested from the Purchasing Services Competitive Solicitation Unit. Downloaded copies are NOT official copies and will not be accepted. Submission of “Unofficial” documents will result in disqualification of solicitation response.

2.6. Competitive Solicitation Response Due Date

Vendor’s response to this competitive solicitation shall be prepared in accordance with Section 3.2., “Required Response Format”. Solicitation responses are due at the time and date specified in Section 2.2., “Calendar of Events” and must be received by FIU’s Authorized Representative on or before the Competitive Solicitation Response Due Date in FIU’s Purchasing Services Department, CAMPUS SUPPORT COMPLEX, CSC 411, UNIVERSITY PARK, 11200 SW 8th Street, MIAMI, FL 33199, no later than 2:00 p.m. on February 05, 2009 according to the time clock in FIU’s Purchasing Services Department. Solicitation responses or amendments to responses that arrive after the Competitive Solicitation Response Due Date will be considered as non-responsive and not accepted. Telephone, including facsimile and electronic mail, and telegraphic solicitation responses and/or amendments to responses will not be accepted at any time. At 2:00 p.m. on February 05, 2009, all timely solicitation responses will be opened for the sole purpose of recording the names of the Vendors submitting written responses.

If the Vendor elects to mail in their solicitation response package, the Vendor must allow sufficient time to ensure FIU’s proper receipt of the response package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Vendor to ensure that the response package arrives at FIU’s Purchasing Services Department no later than 2:00 p.m. on February 05, 2009.

Solicitation responses will be accepted up to, and no responses may be withdrawn after, the Competitive Solicitation Response Due Date. Solicitation Responses Must Be delivered in sealed envelopes clearly marked: ITB 89-019 Rebid of Printing Of FIU Magazine. The solicitation response must be submitted in one (1) original and three (3) copies. The original response must contain the original signature must be marked “ORIGINAL.”
2.7. Solicitation Response Opening Date

Solicitation Responses will be opened in FIU’s Purchasing Services Department on the date and at the time shown in Section 2.2., “Calendar of Events.”

**FIU is not obligated to make an award under or as a result of this competitive solicitation or to award such contract, if any, on the basis of lowest cost or highest commission proposed. FIU reserves the right to award such contract, if any, to the Vendor(s) submitting a solicitation response that FIU, in its sole discretion, determines is in FIU’s best interest.**

2.8. Posting of Recommended Selection

2.8.1 The Intent to Award, if any, to a vendor(s) to this competitive solicitation will be posted for review by interested parties on the Purchasing Services Department’s website, and will remain posted for a period of seventy-two (72) rolling hours; excluding weekends, holidays, and University holidays.

2.8.2 Failure to file a protest in accordance with the Florida Board of Governors' BOG Regulation 18.002, or failure to post the bond or other security as required in BOG Regulation 18.002, shall constitute a waiver of protest proceedings.

2.8.3 In addition to all other conditions and requirements of this competitive solicitation, FIU shall not be obligated to pay for information obtained from or through the Vendor.

2.9. Solicitation Response Validity Period

Any submitted solicitation response, shall in its entirety, remain a valid solicitation response for 120 calendar days after the response submission date.

2.10. Disposition of Solicitation Responses

All solicitation responses become the property of Florida International University, and Florida International University shall have the right to use all ideas, and/or adaptations of those ideas, contained in any solicitation response received in response to this competitive solicitation. Any parts of the solicitation response or any other material(s) submitted to FIU with the response that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempted from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. FIU’s selection or rejection of a solicitation response will not affect this exemption.

2.11. Economy of Presentation

Each solicitation response shall be prepared simply and economically, providing a straightforward, concise description of the Vendor’s capabilities to satisfy the conditions
and requirements of this competitive solicitation. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each solicitation response must be on completeness and clarity of content. To expedite the evaluation of solicitation response, it is mandatory that vendors follow the format and instructions contained herein. FIU is not liable for any costs incurred by any vendor in responding to this competitive solicitation including, without limitation, costs for oral presentations requested by FIU, if any.

2.12. Restricted Discussions/Submissions

From the date of issuance of this Competitive Solicitation until FIU takes final agency action, the Vendor must not discuss the solicitation response or any part thereof with any employee, agent, or representative of FIU except as expressly requested by FIU in writing. Violation of this restriction will result in REJECTION of the Vendor’s solicitation response.

2.13. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the vendor as a result of any discussions with any FIU employee. Only those communications that are in writing from the authorized FIU representative identified in Section 2.1 of this Competitive Solicitation shall be considered as a duly authorized expression on behalf of FIU. Only communications/inquiries from the vendor that are signed in writing and delivered on a timely basis, i.e., not later than Inquiry Deadline Date will be recognized by FIU as duly authorized expressions on behalf of the vendor.

2.14. State Licensing Requirements

To the extent applicable, all corporate entities or partnerships seeking to do business with FIU shall have all appropriate licenses to conduct business in the State of Florida and Miami-Dade County at or prior to award of the contract resulting from this competitive solicitation. A copy of the registration/application must be furnished to FIU as a condition of award. If this contract contemplates for the use of subcontractors, as a condition of award the Vendor recommended for award must certify that all of its subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, and such statement will include any subcontractors’ corporate charter numbers. For additional information, the Vendor shall contact the Florida Secretary of State’s Office at (904) 488-9000.

2.15. Parking

The successful Vendor, if any is selected by FIU, shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Competitive Solicitation shall have proper parking permits. All vehicles must be registered with FIU’s Parking Services Department, and Vendor must purchase parking permits. Vendor’s vehicles shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all FIU’s parking rules and regulations could result in tickets and/or towing at the expense of Vendor or Vendor’s employee. For
additional parking information, contact FIU's Department of Parking and Transportation at (305) 348-3615.

2.16. Definitions

Vendor: Anyone who submits a timely solicitation response to this Competitive Solicitation.

Successful Vendor: The firm or individual who is the recommended recipient of the award of a contract under this Competitive Solicitation.

Contract: The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this Competitive Solicitation and the Vendor’s solicitation response.

Project Manager: After contract award, a liaison from the user department will oversee the Vendor's performance and report as needed to the contract administrator. The Project Manager is Kristina Sanchez.

2.17. Procurement Rules

2.17.1 FIU has established for purposes of this Competitive Solicitation that the words “shall”, “must”, or “will” are equivalent in this Competitive Solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by FIU. A deviation is material if, in FIU’s sole discretion, the deficient response is not in substantial accord with this Competitive Solicitation’s mandatory conditions requirements.

2.17.2 The words “should” or “may” are equivalent in this Competitive Solicitation and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a solicitation response, but may result in the response being considered as not in the best interest of FIU.

2.17.3 The Vendor must agree to abide by each mandatory condition and requirement included in this Competitive Solicitation.

2.17.4 The Vendor is solely responsible for the accuracy and completeness of its solicitation response. The Vendor's errors or omissions, if any, are solely at the risk of the Vendor and may be grounds for FIU's consideration of the solicitation response being non-responsive.

2.18. Liaison

FIU's liaison with the Successful Vendor, if any, shall be Kristina Sanchez.
2.19. Taxes

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Vendor shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this Competitive Solicitation.

2.20. Insurance

Left Intentionally Blank.

2.21. Indemnification

The successful Proposer awarded a contract ("Contractor" or "Vendor") agrees that Contractor shall be responsible for its performance under this Agreement. Contractor agrees to release, indemnify, defend and hold harmless Florida International University, the FIU Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, employees and agents of and from any and all liability, fines, royalties, fees, taxes, suits, claims, demands and actions, costs, attorneys fees and expenses of any kind or nature whatsoever ("Losses") for any loss of life, personal, bodily or economic injury or damage or loss to property which may be sustained by reason of, based upon, or in any way arising under the Agreement or any other obligations of Contractor, its officers, agents, employees and contractors set forth in this Agreement, and from and against any orders, judgments or decrees which may be entered pursuant thereto. This obligation shall survive the termination of this Agreement.

The procuring of the insurance required under the Contract shall not relieve the Vendor of any obligation or liability assumed under this Contract, including specifically the indemnity obligations stated herein. The Vendor may carry at his own expense such additional insurance, as he may deem necessary. The University recommends that the Vendor obtains and maintains a policy of business interruption insurance to insure against losses that may be suffered through acts of nature, such as hurricanes and other perils. The Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor’s operations within the scope provided for under the Contract, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

Vendor shall do nothing that will adversely affect the University, in any way, including increasing risks, insurance premiums or liability.

3.0 REQUIRED SOLICITATION RESPONSE FORMAT

3.1. Introduction

The Vendor shall not alter the Competitive Solicitation in any way and shall not reproduce all or any part of the Competitive Solicitation in its solicitation response document. The
contract, if any, resulting from this Competitive Solicitation shall attach the entire Competitive Solicitation and incorporate the Competitive Solicitation by reference.

To facilitate analysis of its solicitation response, the Vendor must prepare their response in accordance with the instructions outlined in this section. If Vendor’s response deviates from these instructions, such response may, in FIU’s sole discretion, be REJECTED.

FIU EMPHASIZES THAT THE VENDOR CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Vendor must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its solicitation response. Additional tabs may be appended which contain any other pertinent matters that the Vendor wishes FIU to take into consideration in reviewing the solicitation response. Vendor’s response to this Competitive Solicitation must be sent to FIU’s Authorized Representative at the address listed in Section 2.1 above.

3.2. Response Sections

The Vendor shall organize their solicitation response following the outline in Section 1.1.1 of this ITB document.

The University requests that ITB responses provide the following information to assist FIU in the selection and evaluation process:

- Complete and Provide award Price Sheet see (Exhibit I)
A. Costs: Based on the above specifications for the following quantities: (32 text pages plus 4 cover total 36 pages).

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<th>PRIMARY</th>
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B. OPTIONAL: Additional 4 pages per quantities listed. (36 text pages plus 4 cover total 40 pages).

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D. OPTIONAL: Addressing / mailing fulfillment
Mailing lists (up to 10 individual files) supplied to vendor on a CD for list merging. Magazines to be addressed and mail-dropped by vendor.

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