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
TITLE: Radio Rights for FIU Football

SUBMIT TO: FLORIDA INTERNATIONAL UNIVERSITY
PURCHASING SERVICES
CAMPUS SUPPORT COMPLEX – CSC 411
UNIVERSITY PARK
MIAMI, FL 33199
(305) 348-2161

BIDS WILL BE OPENED: February 5, 2009 at 2:00 pm E.S.T.

REQUEST FOR PROPOSAL NO. RFP89-007

Purchasing Agent: RICHARD VERA

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

VENDOR MAILING ADDRESS

CITY-STATE-ZIP

AREA CODE TELEPHONE NUMBER TOLL-FREE NUMBER

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Proposer and that the Proposer is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a Bid to an agency for the State of Florida, the Proposer offers and agrees that if the Bid is accepted, the Proposer will convey, sell, assign, or transfer to the State of Florida 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 State of Florida.

POSTING OF 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.

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

c) MISTAKES: Proposers are expected to examine the conditions, scope of work, Bid 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 65.031(1), 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.
N. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the Bid opening. Inquiries must reference the date of Bid opening and date of requirement. Interpretation shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision. Any person who is adversely affected by a decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Section 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

6. 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 and any enforcement thereof. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

7. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. Proposers must disclose with their Bid the name of any officer, director, or agent who is also an employee of the State of Florida or any of its agencies. Further, all proposers must reference the date of Bid opening and Bid number on all correspondence, in order to identify the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of Florida International University pertaining to agencies’ requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency’s estimate of the contract amount for the exceptional purchase requested or $5,000, whichever is less. In lieu of a bond, Florida International 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 REQUIRED TIME WILL RESULT IN A DENIAL OF THE PROTEST.

8. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful proposer to notify Florida International University at once, indicating in his letter the specific regulation that required an alteration. Florida International University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

9. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance of contents will be at the discretion of the University. Title to all items shall pass to the University upon payment of the sum due to the proposer. All items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, proposers shall assist 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.

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

11. 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. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

12. 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, upon request, be returned at the proposer’s expense. Each individual sample must be labeled withe proposer’s name, manufacturer’s brand name and number, Bid 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.

14. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with this contract prior to delivery including but not limited to the following: Health, Hygiene, Quality and Education of Consumer Services, and by other appropriate testing facilities. Should the items fail testing, the State may require the vendor to reimburse the State for costs incurred by the State in connection with the examination and opening of the commodities including but not limited to: testing the commodities sampled to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications that are public and open to the commonality and in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor’s expense. These items and items not delivered as per delivery date in Bid and any purchase order result may be found in default in which event any and all reprocurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in supplier’s name being removed from Florida International University’s vendor mailing list until such time as supplier reimburses the University for all reprocurement and cover costs.

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

16. ADVERTISING: In submitting a Bid, proposer agrees not to use the results therefrom as a part of any commercial advertising.

17. ASSIGNMENT: Any Purchase Order issued pursuant to this request for Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this Bid, the proposer shall hold and save Florida International University, its officers, agents and employees harmless against claims and third parties resulting from the supplier’s breach of this contract or the contractor’s negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: Florida International University reserves the right to inspect the proposer’s facilities at any reasonable time with prior notice.

20. CANCELLATION: The State shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received by the contractor in conjunction with the contract.

21. MANUFACTURERS’ NAMES AND APPROVED EQUIVALENTS: Any manufacturer’s names, trade names, brand names, information and/or catalog numbers listed in the specifications are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s).

22. PATENTS AND ROYALTIES: The Proposer, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including costs and expenses for any or all action or suit, for any patent or unpatented invention, process or article manufactured or supplied by the Proposer. The Proposer has no liability whether such claim is solely and exclusively due to the combination, operation or use of any article supplied herewith or equipment or data supplied by contractor or is based solely and exclusively upon Florida International University’s alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the Proposer full opportunity to defend the action and control the defense.

23. PUBLIC RECORDS: Any material submitted in response to this request for Bid will become a public document pursuant to Section 119.07, F.S. This material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
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, its 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.
FLORIDA INTERNATIONAL UNIVERSITY

REQUEST FOR PROPOSAL NUMBER: RFP89-007

FOR

RADIO BROADCAST RIGHTS FOR FIU FOOTBALL
1.0 INTRODUCTION

1.1 Statement of Objective

This is a Request for Proposal (RFP) for radio services that will enable Florida International University (FIU) to enter into an agreement with a vendor to broadcast FIU Football games on the radio in English and Spanish. This RFP can be awarded to one vendor for English and one vendor for Spanish or one vendor for both.

For all purposes herein, “Vendor(s)” shall mean all proposers who submit a timely solicitation response to this Competitive Solicitation. For additional definition, see Section 2.17, below.

1.1.1 SCOPE OF WORK

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:

1.1.1.1 A list of primary and secondary broadcasting stations including coverage area at its strongest and weakest points and the schedules of additional stations, if any.

1.1.1.2 FIU will receive a percentage of the in-game commercial inventory. Percentage to be negotiated. (As per section 2.31)

1.1.1.3 FIU will receive a minimum of (25) twenty-five promotional spots per week to promote upcoming football games

1.1.1.4 FIU will have right of refusal on all sponsorships and/or on-air advertisements sold by winning bidder

1.1.1.5 Include tentative on-air talent list, including talent biographies

1.1.1.6 FIU will retain the right to approve of all on-air talent on the broadcasts

1.1.1.7 Projected revenue/expenses associated with production of FIU Football radio broadcasts on a per-game basis

1.1.1.8 The successful vendor(s) shall have a minimum of five (5) years of related broadcast experience

See also Section 2.8 below, and Section 3.2, below. The successful vendor(s), if any, will enter into a contract with FIU that provides for the performance of all the mandatory conditions and requirements in this competitive solicitation and that provides for the terms and conditions in the attached contract between the recommended vendor(s) and FIU.

1.2 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
best value after evaluation 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 FIU reserves the right to evaluate solicitation responses and award a contract without negotiations with Vendor. Therefore, the Vendor’s initial solicitation response should contain the Vendor’s best terms from a cost or price and technical standpoint.

1.2.5 FIU reserves the right to conduct negotiations with the highest ranked vendor(s).

1.2.6 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.

1.2.7 Unless otherwise provided in this competitive solicitation document, FIU reserves the right to make multiple awards if, after considering the additional administrative costs, it is in FIU’s best interest to do so.

1.2.8 A written notice of award will be sent to the successful vendor(s).

1.2.9 The standard contract form will consist of this RFP document, and the Successful Vendor’s response. If negotiations are needed, the standard contract will incorporate any additional terms required from the outcome of those negotiations. Please be advised that FIU, as a State agency, must adhere to statutorily driven terms and conditions that may not be altered.

1.2.10 Length of contract will be for (3) three years with the option of (2) two additional one year renewals. The contract will be in effect starting July 1, 2009 and end with the last football game played in the 2011 FIU football season.

1.3. FIU Environment

Florida International University, a part of the State University System of Florida, operates two campuses in Miami-Dade County and two educational sites in Broward County. The main campus, University Park is located in West Dade and has approximately 38,000
students, almost 1,000 full-time faculty and over 130,000 alumni, making it the largest university in South Florida. The University occupies 342 acres of land and contributes to the pleasant collegiate atmosphere encompassing an environmental preserve, library, residence halls, sports arena and other wonderful attributes. Biscayne Bay Campus is the hub for FIU’s community outreach efforts. It serves as the host campus to The Elders Institute, The Institute of Government, The Institute for Public Opinion Research, The Roz and Cal Kovens Conference Center, and The Southeast Florida Center on Aging. It is located on 200 acres on Biscayne Bay and has approximately 8,000 students. The Broward Campus is served cooperatively by FIU and FAU with locations on the campus of Broward Community College in Davie and the University Tower in downtown Ft. Lauderdale. Additionally, FIU also has a Center for Engineering and Applied Science, a 38-acre urban research and training complex located on the corner of NW 107th Avenue and Flagler Street in West Dade. The building consists of 180,000 usable square feet, housing approximately 500 employees and numerous classes and research labs.

Florida International University offers over 200 academic programs at the bachelor’s, master’s and doctorate degree levels in 17 colleges and schools. It is an urban institution with a rich and diverse, multi-cultural population of faculty, staff and students.

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

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.

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 13,2008</td>
<td>Competitive Solicitation advertised and released</td>
</tr>
<tr>
<td>January 23,2009</td>
<td>Last Day to submit communications and/or inquiries via email to (<a href="mailto:Jose.Sotolongo@fiu.edu">Jose.Sotolongo@fiu.edu</a>), with copy to <a href="mailto:verar@fiu.edu">verar@fiu.edu</a> (Inquiry Deadline Date).</td>
</tr>
<tr>
<td>January 27,2009</td>
<td>Responses to inquiries and Addenda, if any, mailed to Vendors</td>
</tr>
<tr>
<td>February 5,2009</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**

(If 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.

2.6. **Competitive Solicitation Response Due Date**

Vendor’s response to this competitive solicitation shall be prepared in accordance with Section 3.0., “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, no later than 2:00 p.m. on February 5, 2009 according to the time clock in FIU’s Purchasing Services Department.

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

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 5, 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 5, 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: **RFP89-007- RADIO BROADCAST RIGHTS FOR FIU FOOTBALL.** The solicitation response must be submitted in one (1) original and ten (10) copies. The original response containing 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.”

2.8. Evaluation Criteria and Selection Process

2.8.1 FIU will evaluate proposals and will conduct the following selection process:

2.8.1.1 Establish an Evaluation Committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of proposals. The committee will review all solicitation responses and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;

2.8.1.2 Ensure that solicitation responses are evaluated based solely on the evaluation criteria and weights contained in the competitive solicitation;

2.8.1.3 Consider the recommendations of the Evaluation Committee in determining which vendor(s) to enter into negotiations, to the extent negotiations are applicable; and

2.8.1.4 Select the negotiation team, to the extent applicable. This can be the evaluation team or any other individual(s) the requesting department deems necessary for the acquisition. The negotiation team will invite the highest ranked vendor(s) falling within the desired competitive range to enter into negotiations.

2.8.2 All solicitation responses shall be evaluated based as follows:

2.8.2.1 Responsive vendors shall be evaluated by members of an Evaluation Committee based on the weighted criteria set forth in the table below. Such committee shall consist of three (3), five (5), or seven (7) individuals from the **Athletic Department** who have expertise regarding, or some experience with, the subject matter of this competitive solicitation.
or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the competitive solicitation’s subject matter.

**Athletic Director** or his/her designee(s) will appoint the evaluation committee members. The evaluation committee will be comprised of **Athletic Department employees**. A representative of the Purchasing Services Department will act as process facilitator. The requesting department must assign a secretary of record for Committee meetings. Committee members shall meet and discuss the relative merits of vendors at publicly-noticed Evaluation Committee meetings. **Except at such meetings,** each Evaluation Committee member shall function independently and is strictly prohibited from meeting with or otherwise discussing this competitive solicitation and any aspect thereof including, without limitation, the solicitation responses and their content with any other individual whatsoever. At the evaluation committee meetings the committee will conduct a consensus evaluation of the solicitation responses in accordance with the weighted evaluation criteria set forth in Table A.

### Table A – Evaluation of Solicitation Responses

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAX POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected revenue/expenses associated with production of FIU Football radio broadcasts on a per-game basis</td>
<td>40</td>
</tr>
<tr>
<td>Percentage of the in-game commercial inventory</td>
<td>25</td>
</tr>
<tr>
<td>Coverage area range of primary and secondary broadcasting stations at its strongest and weakest points and the projected scheduling if using more than one station</td>
<td>20</td>
</tr>
<tr>
<td>Amount of promotional spots per week to promote upcoming football games</td>
<td>15</td>
</tr>
<tr>
<td>Evaluation of Solicitation Responses Point Total</td>
<td>100</td>
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</tbody>
</table>

During the Evaluation Committee meeting(s), committee members should discuss the relative merits of solicitation responses and reach consensus. The evaluation and selection of a vendor must be approved by the Director of Purchasing Services.

**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.**
2.9. Posting of Recommended Selection

2.9.1 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, federal holidays, and University holidays.

2.9.2 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.

2.9.3 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.

2.10. 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.

2.11. 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.

2.12. 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.
2.13. **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.

2.14. **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 2.6 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.

2.15. **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.

2.16. **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.

2.17. **Definitions**

**FIU’S Contract Administrator:** The University’s designated liaison with the Vendor. In this matter FIU’s Contract Administrator will be Kenia Duranona.
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 Jose Sotolongo.

2.18. Procurement Rules

2.18.1 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.

2.18.2 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.

2.18.3 The Vendor must agree to abide by each mandatory condition and requirement included in this Competitive Solicitation. Also, the Vendor must initial the designated item, using APPENDIX I, indicating that this section has been understood and agreed upon.

2.18.4 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.

2.19. Liaison

FIU’s liaison with the Successful Vendor, if any, shall be Jose Sotolongo.

2.20. Subcontracts

The Successful Vendor is fully responsible for all work performed under the contract resulting from this Competitive Solicitation, if any. The Successful Vendor may, with the
prior written consent of FIU, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Vendor's response to this Competitive Solicitation. No subcontract shall be implemented or effective until approved in writing by FIU. No subcontract(s), which the Vendor enters into under the contract resulting from this Competitive Solicitation, if any, shall in any way relieve the Vendor of any responsibility for performance of its duties under such contract. Vendor is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subVendors shall be the sole responsibility of the Vendor.

2.21. Employment of FIU Personnel

The Vendor shall not, without FIU’s prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this RFP and any resulting contract, any individuals who are or have been FIU employees at any time during such period, except for FIU’s regularly retired employees, or any adversely affected State employees.

2.22. Equal Opportunity Statement

The State of Florida and FIU subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Vendor commits to the following:

2.22.1 The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.

2.22.2 The Vendor, if any, awarded a contract under this Competitive Solicitation shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

2.22.3 If the Vendor anticipates receiving $10,000 in orders during the first 12 months of the contract, if any, resulting from this Competitive Solicitation, Vendor must complete a Certificate of Non-Segregated Facilities form and attach the form to the solicitation response. A sample certificate is attached as APPENDIX II.

2.22.4 If the Vendor anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this Competitive Solicitation, and employs more than 50 people, the Vendor must complete and file prior to March 1 of each year a standard form 100 (EEO-1).

2.22.5 If the Vendor anticipates receiving $50,000 in orders during the first 12 months of the contract, if any, resulting from this Competitive Solicitation, and employs more than 50 people, the Vendor must maintain a written program for affirmative action compliance that is accessible for review upon request by FIU.
2.23. Waiver of Rights and Breaches

No right conferred on FIU by this Competitive Solicitation or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by FIU’s signatory. FIU’s waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

2.24. Headings Not Controlling

Headings used in any contract resulting from this Competitive Solicitation are for reference purposes only and shall not be considered to be a substantive part of such contract.

2.25. Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Vendor hereby certifies that, to the best of its knowledge and belief, no individual employed by the Vendor or subcontracted by the Vendor has an immediate relationship to any employee of FIU who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this Competitive Solicitation or goods or services thereunder. Violation of this section by Vendor shall be grounds for cancellation of such contract. The Vendor also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this Competitive Solicitation or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Vendor's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Vendor for the purpose of securing business for Vendor. In the event of the Vendor's breach or violation of this warranty, FIU shall, subject to Vendor's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this Competitive Solicitation without liability, to deduct from the charges otherwise payable by FIU under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to FIU under such contract, at law or in equity.

2.26. Site Rules and Regulations

Vendor shall use its best efforts to assure that its employees and agents, while on FIU’s premises, shall comply with the State's and FIU’s site rules and regulations, if any.

2.27. Travel Expense

Vendor shall not under this Competitive Solicitation or any resulting contract charge FIU for any travel expenses, meals, and lodging without FIU's prior written approval. Upon
obtaining FIU's prior written approval, Vendor may be authorized to incur travel expenses payable by FIU to the extent and means provided by Sections 287.058(1) and 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Vendor.

2.28. Annual Appropriations

FIU’s performance and obligation to pay under any contract resulting from this competitive solicitation will be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). FIU shall give notice to Vendor of the non-availability of such funds when FIU has knowledge thereof. Upon receipt of such notice by Vendor, Vendor shall be entitled to payment only for those services performed prior to the date notice is received.

2.29. 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.

2.30. Contract

In the event Vendor is recommended for award, Vendor agrees to execute all the forms provided by the Office of General Counsel from Florida International University.

2.31. Negotiation Points

2.31.1 Revenue/expenses associated with the production of the radio broadcasts
2.31.2 Percentage of in-game commercial inventory
2.31.3 Amount of weekly promotional spots to promote upcoming football games

2.32 Insurance

The Vendor shall provide and keep in full force and effect during the term of this agreement, at the vendor's own cost and expense, the following insurance policies for the joint benefit of said vendor and FIU, with an insurer reasonably acceptable to FIU:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Minimum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(a) Bodily Injury &amp; Property Damage</td>
<td>$1,000,000</td>
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<tr>
<td>(b) Products/Completed Operations</td>
<td>$1,000,000</td>
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<tr>
<td>(c) Advertising &amp; Personal Injury</td>
<td>$1,000,000</td>
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<tr>
<td>(d) Medical Payments</td>
<td>Optional</td>
</tr>
<tr>
<td>Professional Liability/Errors &amp; Omissions</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limits</td>
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</table>
The Vendor shall deliver to the FIU Purchasing Department, at 11200 SW 8th Street, Miami, Florida 33199, true and correct copies of certificates of such insurance within seven (7) days of the execution of this agreement.

The certificates shall indicate that the policy carries an endorsement (no more restrictive than CG 20 10) which names The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, are additional insureds. The vendor’s policy shall be primary and that any insurance carried by FIU shall be noncontributing with respect thereto.

Each policy shall provide for thirty (30) days prior written notice to FIU in the event of cancellation or reduction in coverage or amount. If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, FIU may terminate this agreement.

*In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Vendor shall immediately notify FIU if the Vendor's Commercial General Liability insurance contains any restrictive endorsements other than those restrictive endorsements normally included on standard ISO Commercial General Liability occurrence forms.

The absence of a demand for any type of insurance certificates or policy or insurance condition, or for higher coverage limits shall not be construed as a waiver of the Vendor obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this Agreement. FIU does not represent that coverage and the limits specified herein will necessarily be adequate to cover Vendors' liability.

Florida International University reserves the right to cancel any award made if successful vendor fails to supply and or maintain required coverage(s).

2.32.1 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 into the following major sections:

The University requests that proposals provide the following information to assist FIU in the selection and evaluation process.

3.2.1. Projected revenue/expenses as per section 1.1.1.7
3.2.2. Percentage of in-game commercial inventory as per section 1.1.1.2
3.2.3. Number of promotional spots per week as per section 1.1.1.3
3.2.4. Biographies of on-air talent that will be assigned to FIU as per section 1.1.1.1
3.2.5. A list of actual radio stations in which the promotions will run.
APPENDIX I
CONDITIONS AND REQUIREMENTS

SUPPLEMENTAL PROPOSAL SHEET

Those items in Sections 2, and 3, of this competitive solicitation must each be initialed, as shown below, as YES for “understood and agreed upon” and NO for “not agreed to.” Failure to complete and return this document with your proposal could result in rejection of your proposal. Vendors shall not check items as “understood and agreed upon” for submittal of solicitation response with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this competitive solicitation. Vendors disagreeing with any conditions and requirements shall act to resolve the difference prior to solicitation response opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that solicitation response and the university may seek to award the contract to the next favorable Vendor.

<table>
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<tr>
<th>SECTION</th>
<th>YES</th>
<th>NO</th>
<th>VENDOR INITIAL</th>
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VENDOR COMPANY NAME________________________________________
AUTHORIZED SIGNATURE________________________________________
TITLE________________________________________________________
DATE________________________________________________________

Revised 06/11/2008
APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, ___________________________________________________________________________, certify to the Florida International University 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, 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 certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.
APPENDIX II
CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - VENDOR'S AGREEMENTS

During the performance of this contract, the Vendor agrees as follows:

(1) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor 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 Vendor 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 Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Vendor will send to each labor union or representative of workers with which the Vendor 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 Vendor'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 Vendor 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 Vendor 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 Vendor'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 Vendor 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 Vendor 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 subVendor or vendor. The Vendor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subVendor or vendor as a result of such direction by the contracting agency, the Vendor 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 Vendor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

VENDOR COMPANY NAME________________________________________

AUTHORIZED SIGNATURE________________________________________

TITLE________________________________________________________

DATE__________________________________________________________