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 APPLICABLE DOCUMENTS ALONG WITH THEIR RESPONSE. FAILURE TO SUBMIT ALL REQUIRED DOCUMENTS WILL RESULT IN SOLICITATION RESPONSE BEING DEEMED AS NON-RESPONDING.

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 applicable competitive solicitation form:
  - 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
- Appendix III, if applicable
- Appendix IV, if applicable
- Appendix V, if applicable
- Exhibit A, if applicable
- Exhibit B, if applicable
- Exhibit C, if applicable
Competitive Solicitation
Required Documents Checklist
Continued

☐ Requested references
☐ Statement of insurance capability from your insurance carrier on their letterhead
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: June 4, 2009 at 2:00 pm E.S.T.
REQUEST FOR PROPOSAL NO. RFP89-009

REQUEST FOR PROPOSAL

COORDINATOR: Chandra Nix

PROPOSAL TITLE: Hair and Nail Salon

REASON FOR NOT SUBMITTING:

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

AREA CODE

TELEPHONE NUMBER

TOLL-FREE NUMBER

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal 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 Antitrust 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. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

GENERAL CONDITIONS

PROPOSAL 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. Complete ordering instructions must be submitted with the bid.

NO PROPOSAL SUBMITTED: If not submitting a proposal, respond by returning only this ACKNOWLEDGMENT form. 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 PROPOSAL" and it must be received no later than the stated proposal opening date and time.

Proposal 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 proposal opening. Proposals that for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A proposal 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.

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 6ECB-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.
5. 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 proposal opening. Inquiries regarding the language of the proposal or any aspect of the proposal opening shall also be directed in writing no later than ten (10) days prior to the proposal opening. No number. No 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 Chapter 28-10, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 28-10(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 costs and damages awarded in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of Florida International University permitting 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.

7. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. Proposers must disclose with their proposal 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 disclose the name of any State employee who owns, directly or indirectly, an interest of five (5%) or more in the proposer’s firm or any of its branches.

8. AWARDS: As the best interest of the State may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technically in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this proposal shall conform to applicable Florida State statutes.

9. 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 proposal 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.

10. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at the site of delivery (less otherwise stated or damage to all or any part of the merchandise.) Determination of the responsibility of the contractor shall be 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 claims for damaged merchandise. However, to assist him 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 contractor, 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 contractor.
   d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

11. 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 maximum volume of the contract or $5,000, whichever is less. Requests for additional quantities shall be made in writing 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/or purchase order may result in bidder being 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.

12. 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.

13. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, and if not destroyed may, upon request, be returned at the proposer’s expense. Each individual sample must be labeled wit proposer’s name, manufacturer’s brand name and number, proposal number and item reference. Requested return of samples shall be accompanied by instructions that include shipping authorization and name of carrier and must be received with your proposal. 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 to determine compliance with the requirements set forth herein for Research, Development, and Consumer Services, or 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, including any cost relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public information, and in accordance with the provisions of 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/or purchase order may result in bidder being 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 proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal in response hereto and Florida International University, by and through its officers, employees and authorized representatives, related to price, quantity, or any other matter or lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, 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 proposal and the moneys 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 proposal, the proposer shall hold and save Florida International University, its officers, agents and employees harmless against claims by 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, or catalog numbers listed in 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 specifications for any item or group of items. Proposals appearing to comply with these requirements are subject to rejection. Proposals lacking any written sketches and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The State of Florida reserves the right to determine acceptance of item(s) as an equivalent approved. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in compliance with the specifications as per proposal form. The Purchaser is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the State unless evidenced by a Change Notice issued and signed by the purchaser.

22. PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the purchaser and its employees from any liability of any nature, whether in whole or in part, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or supplied by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not 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 bidder full opportunity to defend the action and control the defense.

Further, if such a claim is made or is pending, the contractor may, at its option and expense procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

23. PUBLIC RECORDS: Any material submitted in response to this request for proposal will become a public document pursuant to Section 119.07, F.S. This includes any material that the responding proposer may 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.
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1.0 INTRODUCTION

1.1 Statement of Objective

This is a Request for Proposal ("RFP") for Hair and Nail services to enable the Florida International University Board of Trustees ("FIU" or "University") to enter into a License Agreement with a vendor to license space to the vendor so that vendor will operate a Hair and Nail Salon at Florida International University.

For all purposes herein, “vendor” means all proposers who submit a timely solicitation response to this Competitive Solicitation. For additional definitions, see Section 2.17, below.

1.1.1 General Scope of Contract

1.1.1.1 The vendor will have a license for the use of University space solely for purposes of providing hair and nail salon services.

1.1.1.2 The space being licensed for operation of a hair and nail salon ("Salon") is located in the Graham Center at FIU University Park campus at 11200 SW 8th Street Miami, Fl 33199, current location # 1240. Please see Exhibit A for location of Salon within the Graham Center and layouts.

1.1.1.3 The vendor will pay FIU a license fee and a percentage of vendor’s gross revenues ("commissions") of the Salon to the university on a monthly basis.

1.1.1.4 In addition, the vendor is responsible for making any necessary capital investments for the construction, renovation, furnishing and/or complete outfitting of the existing Salon. (existing improvements that will remain on the premises are provided in Exhibit B)

Vendor will provide promotions and marketing support for the Salon.

Specifically, the University requests that proposals provide the following information to assist FIU in the evaluation and selection process. Vendors should organize their proposals to respond separately to address the following criteria:

1.1.2 Overview and Requirements

Vendor shall provide the following information in its proposal and organize the information behind tabs as provided below.

1.1.2.1 Provide vendor profile that includes name and address of vendor and its affiliates offices, and a summary of vendor’s experience in operating a hair and nail salon. (Organize under Tab 1)

1.1.2.2 Identify current salon locations and indicate length of time operating business in each of the locations. (Organize under Tab 2)

1.1.2.3 State proposed license fee and commissions. The Vendor should take into account that the license fee and commissions paid to the University are subject to the State of Florida sales tax and the vendor will be expected to remit the appropriate tax along with the license fee and commissions to FIU. (Organize under Tab 3)
1.1.2.4 Describe vendor’s internal systems that would be used for recording, checking and reporting of the gross revenues for the Salon, and indicate whether or not vendor’s equipment will be able to interface with FIU’s Diebold transaction processor system. (Organize under Tab 4)

1.1.2.5 Describe in detail vendor’s capital investment plan, the dollar amount of the investment and the basis for the cost estimates of same. The vendor must provide a floor plan of the improvements, renovations and/or updates, and a list of equipment with specifications (Organize under Tab 5)

1.1.2.6 Provide a list of the salon services that vendor will offer and the amount that will be charged for each service during the first contract year. (Use Pricing List form in Appendix IV and organize under Tab 6)

1.1.2.7 Specify actions vendor will take to implement and maintain positive and effective public relations and communications with the University’s students, faculty, staff, alumni, and guests (“University Community”) and provide the vendor’s refund policy. (Organize under Tab 7)

1.1.2.8 Describe vendor’s proposed promotions for the first year of the contract and submit a detailed annual marketing plan for the first Contract year. (Organize under Tab 8)

1.1.2.9 Describe any internship programs, sponsorships or other contributions or philanthropic activities the vendor would like to make to FIU as part of the license and the value of each. See Appendix V for additional information. (Organize under Tab 9)

1.1.2.10 Provide vendor’s organizational chart to show reporting lines for the local manager that would be responsible for the Salon. The vendor must also specify the managerial staff positions that will, at a minimum, be maintained during the license term. (Organize under Tab 10)

1.1.2.11 Provide references related to the following: 1) the name and contact information for the Licensor/Lessor/Owner for the last three (3) licenses/leases/rental agreements that the vendor has entered into, and 2) provide the name and contact information for the Licensor/Lessor/Owner for any leases/licenses/rental agreements that vendor was a Licensee/Lessee/renter to that have been terminated or expired in the last five (5) years. (Organize under Tab 11)

1.1.2.12 Complete and sign Appendix I and state requested changes to Competitive Solicitation language and License Agreement (Organize under Tab 13)

1.1.2.13 Complete and sign the Competitive Solicitation Document and any Addenda, and Appendix II. (Organize under Tab 14)

1.1.2.14 Any other information requested in this competitive solicitation. (Organize under Tab 15)

The successful vendor will enter into a License Agreement with FIU that incorporates all of the conditions and requirements in this competitive solicitation. See the attached License Agreement (Appendix III).

1.1.3 Specification Terms and Conditions

1.1.3.1 FIU will license space to the successful vendor in order for vendor to operate
the Salon. Many of the terms and conditions are provided in the Lease Agreement that is attached as Appendix III.

1.1.3.2 Successful vendor’s customer service will address various requests, inquiries, and complaints and other related matters.

1.1.3.3 Successful vendor will record, track, and analyze work objectives and financial information for performance measurement;

1.1.3.4 Successful vendor will allow only appropriately trained and licensed staff to work at the Salon.

If vendor wants to request any variances from any of the terms and conditions that are provided in this RFP or in the Lease Agreement (Appendix III), vendor must request such variances in its proposal. FIU will consider such requests and will either grant or deny the request, in whole or part. Please note that such requests may impact the evaluation of the vendor’s proposal and that as a State university, there are certain terms and conditions that are required by law or regulation. FIU will not consider any requests for changes to the insurance requirements.

1.1.4 Construction, Alterations and Improvements

1.1.4.1 Please See Lease Agreement (Appendix III)

1.1.5 Promotion and Public Relations

1.1.5.1 Successful vendor must provide special promotions throughout the duration of the license term.

1.1.5.2 Successful Vendor must submit any changes to the amount charged for each of the Salon’s services to the Director of Business Services or designee for written approval prior to changing the pricing. Approval will not be unreasonably withheld.

1.1.6 Personnel

1.1.6.1 Successful vendor will, at all times, maintain on duty in the Hair and Nail salon, a sufficient and neatly attired staff to insure efficient operation and a professional level of service.

1.1.7 Utilities and Services

1.1.7.1.1 The University will furnish electricity, and air conditioning services to the Hair and Nail Salon facility, however, Successful Vendor(s) will be responsible for establishing and maintaining utility accounts and for paying all charges for air conditioning and electricity used in the Hair and Nail salon. Failure by the Successful Vendor(s) to pay charges for electricity and air conditioning within (30) days after they become due will give the University the option to declare Vendor in breach of contract. Facilities is working on putting a meter in the GC Building.

1.1.7.1.2 Successful Vendor(s) will be responsible for the cost of local and long distance telephone calls; message unit charges; all line costs; installation of
new telephone lines and equipment; monthly equipment charges for all new telephones, data phone or similar service, and all other telephone equipment and related service charges.

1.1.7.1.3 Vendor(s) may specify reasonable, additional utility requirements in its proposal which the University will consider providing at an additional cost to the Successful Vendor(s). The University will not be required to provide or pay for the installation of additional electric lines, plumbing drains, fans, duct work, etc., the provision of which will be the sole responsibility of the Successful Vendor(s).

1.2 Contract Award

1.2.1 FIU intends to award the contract resulting from this competitive solicitation to the vendor 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 price, financial return and investment to technical standpoint.

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

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

1.2.7 The standard contract form will consist of the Lease Agreement (Appendix III), 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.

The contract will commence on July 1, 2009 and will continue for a period of five (5) years. Contract may be renewed for an additional 5 year term upon mutual agreement of the parties.
1.2.8 At the expiration or termination of the contract, the successful vendor will continue to pay the license fee, commissions, utilities and other charges to FIU until such time as the vendor’s property is removed from the space and the premises have been vacated by the vendor.

1.3 Contributions, Scholarships, Philanthropic Activities

1.3.1 Please see (Appendix V) Florida International University Corporate Partnership Opportunities

1.4. 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 8,000 Employees 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.

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.

The Graham Center is known as the "living room" of the campus. The Center offers unique facilities, conveniences, services and amenities needed in the daily life of our vibrant University community. It is the focal point for formal and informal gatherings; the stage for presenting social, educational, cultural and recreational programs; and the ambiance for quiet reading and lively conversation with friends. Students enjoy the benefit of leadership and practical business experiences by participating in governing bodies, student organizations, and employment opportunities. The Graham University Center's prime real estate houses retail operations that generate valuable financial returns to support a wide-range of University programs. Other services in the Graham University Center's are: the food court and student cafeteria, Barnes and Noble Bookstore, Burger King, and Subway.

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. Unless specifically requested by the Authorized FIU Representative, 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.

Chandra Nix
FLORIDA INTERNATIONAL UNIVERSITY
PURCHASING SERVICES DEPARTMENTS
CAMPUS SUPPORT COMPLEX – CSC 411
11200 SW 8th Street
UNIVERSITY PARK
MIAMI, FL 33199
Email address: nixc@fiu.edu
Telephone: (305) 348-2413
Fax: (305) 348-3600

In addition, any inquiries relating to the objective and the scope of services requested by this competitive solicitation must be emailed to Chandra Nix at nixc@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>04/28/2009</td>
<td>Competitive Solicitation advertised and released</td>
</tr>
<tr>
<td>05/14/2009</td>
<td>Mandatory Pre-Proposal Conference from (8:30am) to (11:00am) (See Section 2.4)</td>
</tr>
<tr>
<td>05/15/2009</td>
<td>Last Day to submit communications and/or inquiries via email to Chandra Nix at <a href="mailto:nixc@fiu.edu">nixc@fiu.edu</a>.</td>
</tr>
<tr>
<td>05/19/2009</td>
<td>Responses to inquiries and Addenda, if any, mailed to Vendors</td>
</tr>
<tr>
<td>06/04/2009</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

There will be a mandatory pre-proposal meeting to be held on May 14, 2009, from 8:30 am to 11:00 am at the address below. A tour of the site for the Salon will take place, immediately following the pre-proposal conference meeting.

Florida International University
(Graham Center / Conference Room 316)
University Park
11200 SW 8th Street
Miami, Florida 33199
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 3.0., “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, CAMPUS SUPPORT COMPLEX, CSC 411, UNIVERSITY PARK, 11200 SW 8th Street, MIAMI, FL 33199, no later than 2:00 p.m. on 06/04/09 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 06/04/09, 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 06/04/09.

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: **RFP#89-009 Hair and Nail Salon.** The solicitation response must be submitted in one (1) original and ten (10) copies. The copy 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 the 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 Consider the recommendations of the Evaluation Committee in determining which vendor(s) to enter into negotiations, to the extent negotiations are applicable; and

2.8.1.3 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 After reading and reviewing this competitive solicitation and discussing the relative merits of the solicitation responses at evaluation committee meetings, the evaluation committee shall evaluate the solicitation responses in accordance with the weighted evaluation criteria set forth in Table A:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAX POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Overview</td>
<td>15</td>
</tr>
<tr>
<td>Services and Pricing</td>
<td>30</td>
</tr>
<tr>
<td>Capital Investment</td>
<td>10</td>
</tr>
<tr>
<td>License fee and commission</td>
<td>35</td>
</tr>
<tr>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td>Evaluation of Solicitation Responses Point Total</td>
<td>100</td>
</tr>
</tbody>
</table>

**Company Overview:** Up to a maximum of 15 points will be awarded based upon the vendor’s years of experience, financial stability, quality assurance, customer service,
proposed promotional activities, and quality of respondent’s proposal and adherence to the terms of the RFP.

**Services and Pricing:** Up to a maximum of 30 points will be awarded based upon the vendor’s breadth of services, proposed hours of operation, and receptivity to user requirements.

**Capital Investment:** Up to a maximum of 10 points will be awarded based upon the proposed investment in the facility and any renovations or updates.

**License fee and Commission:** Up to a maximum of 35 points will be awarded based upon the amount the vendor is willing to pay as the license fee and is willing to pay as commissions for the Salon consistent with the market.

**References:** Up to a maximum of 5 points will be awarded based upon information obtained from the Vendor’s references. During the Evaluation Committee meeting(s), committee members should discuss the relative merits of solicitation responses and reach consensus to recommend a vendor to the CFO/Sr. Vice President. 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 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 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. Florida International University reserves the right to cancel any award made if successful vendor fails to supply and or maintain required coverage(s).

**2.9.2** Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in Florida Board of Trustees Regulation 18.002, or failure to post the bond or other security as required in BOG Regulations 18.002 and 18.003 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 should 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 the Authorized FIU Representative 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 other than the Authorized FIU Representative. 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.

2.15. State Licensing Requirements

To the extent applicable, Vendor 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. Vendor shall continuously ensure and verify that all of Vendor’s employees, subcontractors and independent contractors have the necessary licenses. A copy of the registration/application must be furnished to FIU as a condition of award. If vendor’s response contemplates the use of subcontractor, as a condition of award the Vendor recommended for award must certify that all of its subcontractor subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, and such statement will include any subcontractor subcontractors” corporate charter numbers. For additional information, the Vendor shall contact the Florida Secretary of State’s Office.

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 through the Competitive Solicitation process. 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.

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 Director of Business Services or his/her designee.

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 subcontractor 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 subcontractors shall be the sole responsibility of the Vendor.

2.21. Cancellation /Termination of Contract

Any Contract established as a result of this RFP may be terminated according to the following terms and conditions:

FIU may terminate this Contract for Due Cause by giving ninety 90 days notice, in writing, of its intention to do so, by registered or certified mail to the Vendor. Due Cause shall be
defined as a Contract breach of a material provision by the Vendor that remains substantially uncured after thirty (30) days’ advanced written notice to the Vendor, which notice describes the breach in detail sufficient to permit cure by the Vendor.

2.22. Employment of FIU Personnel

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

2.23. 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:

2.23.1 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.

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

2.23.3 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.

2.23.4 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).

2.23.5 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.

2.24. 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 there under. 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. 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 resulting from this Competitive Solicitation.

2.27. Contract

In the event Vendor is recommended for award, Vendor agrees to execute the form of contract attached hereto as Appendix III.

2.28. Negotiation Points

1. Capital Investment Plan
2. License fee and Commissions

2.29 Environmental Health and Safety
The Salon is subject to inspections by the State Fire Marshall and the vendor will be responsible to maintain compliance with fire safety codes and assure timely correction of any conditions identified by the authority having jurisdiction.

3.0 REQUIRED SOLICITATION RESPONSE FORMAT

3.1. Introduction

The Vendor shall not alter the language provided in this Competitive Solicitation in any way in its solicitation response document. Vendor must explicitly request, in its proposal, any changes to or variances from the Competitive Solicitation language and terms and conditions that it wants FIU to consider.

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 tabs and sections 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 in the major sections and under the Tabs as provided in Section 1.1.2.
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.**

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VENDOR COMPANY NAME________________________________________

AUTHORIZED SIGNATURE________________________________________

TITLE________________________________________________________

DATE__________________________________________________________

18
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.
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 selective recruiting; testing or evaluation of personnel; 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 subcontractor 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 subcontractor 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________________________________________________________
APPENDIX III

LICENSE AGREEMENT
Hair and Nail Salon

This License Agreement (the “License”) is made and entered into on the date fully executed below by and between The Florida International University Board of Trustees, whose principal business address is University Park Campus, 11200 S.W. 8th Street, Miami, Florida 33199 (the “Licensor”) and ____________________________, whose principal business address is ____________________________ (“Licensee”).

RECITALS

WHEREAS, the Licensee desires to use a certain portion of the Licensor’s Graham Center which is more specifically described on Exhibit “A” attached hereto and incorporated herein by reference to operate a hair and nail salon (“Licensed Premises”) to service Licensor’s faculty, staff and students as well as the general public; and,

WHEREAS, the Licensor has agreed to authorize the Licensee to use the Licensed Premises on the terms outlined below; and,

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this License, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Recitals**: The above recitals are true and correct and incorporated herein.

2. **Licensed Premises**: The Licensor grants the Licensee a license to use the Licensed Premises to operate a hair and nail salon (“Salon”) on the terms provided herein and in accordance with RFP No. ______ (“RFP”) and Licensee’s Proposal which are attached and incorporated herein by reference. In the event of conflict between or among terms and conditions in documents pertaining to the Services, such documents shall govern in the following order of precedence: First, this document; Second, the RFP; and Third, the Licensee’s Proposal.

3. **“AS-IS” Condition of Licensed Area**: The Licensee accepts the Licensed Premises and all of its plumbing, electric, water, fixtures, equipment, and other systems, the parking lot and common areas in “AS IS” condition.

4. **Term**: The term of this License shall be for a period of five (5) years commencing on July 1, 2009 (“Commencement Date”) and ending on June 30, 2014 (“Initial Term”). This License may be renewed for an additional five (5) year term, subject to the mutual written agreement of the parties (“Renewal Term”). “License Term” shall mean the Initial Term, the Renewal Term and any extensions of the License.

5. **Uses Authorized**: The Licensee is authorized to use the Licensed Premises to operate a Salon only and for no other purposes, unless mutually agreed to in writing by the parties. The Licensee shall comply with all applicable laws when operating the Salon and carrying out its obligations under this License, including but not limited to the American’s with Disability Act, OSHA and applicable fire and safety laws.
6. **Minimum Operating Hours for the Salon**: Licensee shall, at a minimum, maintain the operating hours for the Salon as outlined in the RFP. The Licensee must obtain Licensor’s prior written approval for any proposed changes to the Minimum Operating Hours for the Salon.

7. **Payment for License**: Throughout the License Term Licensee shall pay to Licensor the following sums:

   (a) **Minimum Fee** – Licensee shall pay to Licensor the minimum annual fee (“License Fee”) in the amount of ________________ in advance, without demand, and without setoff, in equal monthly installments of ________________, plus applicable taxes, such payment to be paid to and received by Licensor on or before the first (1st) day of each month.

   (b) **Percentage of Gross Revenues** – In addition to the License Fee, Licensee shall pay Licensor ___ percent (__%) of its total Gross Revenues each month (“Commission”). Gross Revenue means the total income received by Licensee for sales of goods and services at the Salon. Licensee shall pay Licensor the monthly Commission based upon the percentage of Licensee’s Gross Revenues for each month, plus applicable taxes, which shall be due and payable and received by the Licensor no later than 15 days after the end of each month. Licensee shall provide all documentation and records pertaining to the Gross Revenues upon Licensor’s request.

The License Fee, the Commission, and any other fees, taxes and costs due and payable by Licensee to Licensor under this License shall bear interest from the fifth (5th) day after the date due and continue until paid at the lesser of (i) twelve (12%) percent per annum or (ii) the maximum interest rate per annum allowed by law.

8. **Utilities**: Licensor will make electricity, water, and air conditioning services available to the Licensed Premises; however, Licensee is solely responsible for and will promptly pay any and all charges for such utilities and/or any other utilities consumed on the Licensed Premises. Licensee is also responsible for all expenses pertaining to telephone services, charges, equipment, and related service charges. In no event shall Licensor be liable to Licensee for any interruption of utilities or services. Licensee shall not be relieved from its obligation to perform the License terms in the event of an interruption in utilities.

9. **Garbage**: Licensee will dispose of all garbage appropriately.

10. **Security/Supervision**: The Licensee is solely responsible for providing and maintaining all security and supervision necessary for conducting the Salon on the Licensed Premises in a safe and secure manner.

11. **Maintenance and Repair**: Throughout the License Term, Licensee shall maintain and repair the Licensed Premises in same condition as commencement of License Term, ordinary wear and tear excepted. Licensee shall provide all daily housekeeping, janitorial cleaning, maintenance, and sanitation services (collectively referred to as “Maintenance and Repairs”). If Licensee fails to make, maintain, or keep the Licensed Premises in good condition or fails to perform the necessary Maintenance and Repairs, and such failure continues for five (5) calendar days after written notice from Licensor, Licensor may, but is not obligated to, perform or hire the necessary contractor to perform, any such Maintenance and Repairs, and Licensee will pay Licensor for the costs thereof.

12. **Alterations/Improvements to the Licensed Premises**:

   (a) **Capital Improvements/Alterations to the Licensed Premises**: Licensee, at its own
expense, is required to conduct any and all alterations and/or improvements necessary to operate the Salon in good condition in the Licensed Premises. Licensee is required to furnish, outfit and fund the Salon operations. Licensee acknowledges that Licensor has no obligation to provide any improvements to the Licensed Premises.

(b) Other Alterations/Improvements: The Licensee is required to obtain Licensor’s prior written approval for any and all alterations or improvements to the Licensed Premises, including those covered in subsection 12.(a) above (collectively “Improvements”). All Improvements to the Licensed Premises shall be at Licensee’s sole expense. All Improvements must be made in accordance with all applicable federal, state, and local laws, rules, regulations, and codes, Florida Board of Governors Regulations, Policies and Procedures, and Florida International University’s Regulations, Policies and Procedures, including but not limited to those relating specifically to construction (collectively “Laws”).

Licensee shall submit to Licensor all proposed plans and specifications for Improvements to the Licensed Premises for prior written approval. Licensor shall use its best efforts to provide a response to Licensee within thirty (30) days after Licensor’s receipt of any such proposed plans and specifications for Improvements. Licensee shall coordinate any and all proposed Improvements with Licensor’s Facilities Management Department prior to and after commencing same. Licensee shall work with and follow the guidance of Licensor’s Facilities Management Department on any and all matters related to construction of Improvements, including but not limited to scheduling. Licensee shall timely complete all Improvements approved by Licensor.

All Improvements made by Licensee to the Licensed Premises become the property of the Licensor upon the expiration or termination of the License.

Licensee’s employees, contractors, agents and/or other representatives (collectively “representatives”) assigned by Licensee to perform work in connection with this License are obligated to, and shall be instructed and required by Licensee to, comply with this License, and Licensee shall ensure that such representatives are licensed and insured in accordance with applicable Laws. Licensee’s representatives must provide Licensor and its Facilities Management Department with any and all documentation, including but not limited to evidence of licensure, prior to commencing work on the Licensed Premises.

Licensee must also provide, at its own expense, any and all performance and payment bonds required by Licensor.

Any construction work shall be performed by a general contractor licensed by the State of Florida. Such contractor shall be required to furnish a payment and performance bond given for the benefit of FIU and the Licensee, in such form and with such good and sufficient surety as may be acceptable to FIU and in conformance with applicable laws. The bonds shall cover the faithful performance of the construction contract in strict compliance with the contract documents, and the payment of all obligations in the full amount of the total contract sum. A copy of the bonds indicating they have been issued by the surety shall be furnished to FIU for its approval prior to the commencement of any improvements. It shall be the obligation of the Licensee to advise all contractors, materialmen and workers that there can be no right of lien against state property, and that they will be required to look to the surety in the event of nonpayment or non-performance.
Licensee shall keep FIU advised through FIU’s Office of Facilities Management, either directly or through its contractor, of construction progress so that appropriate inspections to determine compliance with approved renovation plans can be made. Such inspection shall be performed at such stages as would be required for building projects of the State University System for similar property. FIU may require that work not properly inspected be reworked to demonstrate compliance with all applicable laws, building codes and standards and quality levels established herein.

Licensee acknowledges and agrees that neither FIU, the Florida International University Board of Trustees, the Florida Board of Education, the State of Florida, nor any of their trustees, officers, employees or agents, shall assume any responsibility or liability of any kind or nature for inferior or negligent renovations to the Premises, nor for personal injury or death to any person, or damage to property because of having approved the contract documents or performed any inspection, notwithstanding that the contract documents may have contained defects of some kind or nature, or the inspections should have revealed a defect or departure from approved renovation plans. Failure to object to any departure from approved renovation plans shall not be deemed a waiver of such renovation plans on the part of FIU. Licensee shall retain full responsibility for insuring that construction progresses in accordance with approved renovation plans. FIU, within its sole and exclusive discretion, may waive any right of inspection it might have, or require additional inspections on a reasonable basis if, in the exercise of its sole discretion, such additional inspections are deemed advisable.

Licensee shall renovate the Premises expeditiously, in a good, workmanlike manner and substantially in accordance with the approved renovation plans and any change orders previously authorized by FIU and the Licensee. Licensee is responsible for assuring that the work is performed pursuant to the applicable construction contracts between the successful Licensee and its general contractor, that all laborers, materialmen and suppliers are paid, and that the licensed premises are not subject to any mechanics or materialman’s lien or claim of lien.

13. **Regulations Pertaining to Licensed Premises**: The Licensee shall abide by all Florida International University regulations, as may be amended from time to time, governing the Licensed Premises and use of the common or public areas on the Florida International University campus. The Licensee shall require all of its officers, representatives, and invitees to abide by these regulations while using the Licensed Premises.

14. **Governmental Approvals: Permits and Licenses**: Prior to commencing the operation of the Salon, the Licensee, at its own expense, shall obtain all required governmental approvals, including but not limited to permits and licenses. Licensee shall provide Licensor with copies of any and all documentation filed and/or received in connection with getting the necessary approvals for the Licensed Premises.

15. **No Liens or Encumbrances**: The Licensee shall not allow any liens or any other encumbrances of any type to the filed against the Licensed Premises. If any such liens or encumbrances are filed against the Licensed Premises as a result of the Licensee’s or its officers, employees, agents, invitees or other representatives, or other affiliated persons or entities use or activities on the Licensed Premises, the Licensee shall, within seven (7) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond or order of a court of competent jurisdiction.
16. **Insurance:** The Licensee shall provide and keep in full force and effect during the License Term, at the Licensee’s own expense, the following insurance policies for the joint benefit of the Licensee and Licensor, with an insurer reasonably acceptable to Licensor:

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<td>(a) Bodily Injury &amp; Property Damage (minimum)</td>
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<td>(b) Products/Completed Operations</td>
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<td>(c) Advertising &amp; Personal Injury</td>
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<td>(d) Contractual Liability (Provisional)*</td>
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<td>(e) Medical Payments</td>
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Workers’ Compensation Statutory Limits

The Licensee 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 License and within seven (7) days of any subsequent request by FIU.

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, as additional insureds and/or loss payee as appropriate to the type policy. The Licensee’s policy shall be primary and any insurance carried by Licensor shall be noncontributing with respect thereto.

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

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

The Licensee shall immediately notify Licensor if the Licensee’s Commercial General Liability insurance contains any restrictive endorsements other than those restrictive endorsements normally included on standard ISO Commercial General Liability occurrence or claims made 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 Licensee obligations to carry and maintain the appropriate types of insurances at limits that are appropriate to the liability exposure associated with this License. Licensor does not represent that coverage and the limits specified herein will necessarily be adequate to cover Licensees’ liability.

17. **Indemnification:** Licensee shall indemnify and hold harmless Licensor, the State of Florida, the Florida Board of Governors, Florida International University and their respective boards, officers, agents, and/or representatives from and against any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, costs, and expenses whatsoever (including but not limited to
attorneys’ fees and costs, incurred at all tribunal levels), arising from or connected in any way with: (a) Licensee’s operation of the Salon and/or use of the Licensed Premises; (b) Licensor, its officers, employees, contractors, agents and/or other representatives performance of the License terms; (b) any act, omission, misconduct or negligence of Licensor, its officers, employees, contractors, agents and/or other representatives; (c) Licensor’s breach of the License terms; (d) materialmen, mechanics, laborer, or other statutory or common law liens arising from Improvements, or other work or materials provided to or performed by Licensee on the Licensed Premises; and (e) environmental claims arising out of Licensee’s operations and use of the Licensed Premises. The provisions of this paragraph shall survive expiration or termination of this License.

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.

18. **Environmental**: Licensee shall not store, use, or dispose of any hazardous materials, as defined by applicable Laws, on the Licensed Premises or on the FIU campus. Further, Licensee shall not violate any applicable environmental Laws in carrying out its operations on the Licensed Premises. The Licensed Premises is subject to inspections by the State Fire Marshall and the Licensee is responsible for maintaining the Licensed Premises in compliance with fire safety codes and assuring timely correction of any conditions identified by the authority having jurisdiction.

19. **Taxes and Assessments**: In addition to the fees and other charges provided herein, Licensee agrees to pay during the License Term all taxes, assessments, and any other impositions or charges, levied, assessed or imposed on the Licensed Premises (collectively referred to as “taxes or assessments”) from and after the commencement date of the License. Licensee shall pay all such taxes or assessments directly to the taxing authorities not later than the due date. If Licensee fails to pay any taxes or assessments when due, Licensor may, but is not obligated to, pay such taxes or assessments and the costs thereof and Licensee shall immediately reimburse Licensor.

20. **Accounting Records, Access Auditing, Periods, and Reports**: Licensee must maintain complete and accurate accounts and records for the Salon, in accordance with the nationally-accepted industry standards and must promptly deliver these accounts and records, or allow access to such, to the Licensor upon request or demand for purposes of confirming commission amounts and the amount of capital investment. The Licensee must also provide supporting documentation if requested by the Licensor.

Licensee must provide to the Office of Business & Auxiliary Services a complete and detailed operating statement for each month of the University’s fiscal year (July 1 through June 30). The operating statement for each monthly period and cumulative year-to-date information will be in a format which is mutually agreed to by the Licensor and the Licensee. These statements must be submitted to FIU no later than thirty (30) days following the close of each month. Within 90 Days after the end of each fiscal year (July
1 through June 30), Licensee must provide the Office of Business and Auxiliary Services with an audited year-end operating statement prepared by an independent certified public accounting firm acceptable to the Licensor. Such certified public accounting firm must also certify the accuracy of the total commission paid to the Licensor for each fiscal year of operation.

21. **Commission Payments and Financial Arrangement:** On termination or expiration of the License, Licensee must pay to FIU commissions for revenues up to and including the final day the Salon is operated by Licensee. The license fee due to FIU for any portion of a Contract Year will be calculated on a prorated basis. Any other amounts owed to the University by the Licensee must be paid within thirty (30) days after the date of the invoice.

22. **Signage and Advertising:** Any and all of Licensee’s signage and advertising on the FIU campuses and in the Salon must be pre-approved by Licensor in writing. All signage and advertising shall be at Licensee’s sole expense. All such signage must comply with applicable Laws and the Licensor and Graham Center’s color scheme and standards. Licensee must submit a detailed marketing plan to the Office of Business Services annually, during the License term.

23. **Licensor’s Lien:** To secure the payment of all fees due and to become due under this License and the faithful performance of the License terms, Licensee grants Licensor a valid security interest in all personal property, fixtures, furnishings, or merchandise which may be placed in or on the Licensed Premises. All exemption laws, if any, are hereby waived by Licensee.

24. **Licensor’s Entry on Premises:** Licensor has the right during normal business hours to enter the Licensed Premises to determine whether Licensee is complying with the License or to serve any notices pursuant to this License. In the event of an emergency, Licensor has the immediate right to enter the Licensed Premises to address the emergency.

25. **Surrender of Licensed Premises/Holding Over:** Upon expiration or termination of this License, Licensee shall surrender the Licensed Premises in good order and condition, reasonable wear and tear excepted.

In the absence of any written agreement to the contrary, if Licensee, with Licensor’s consent remains in occupancy of the Licensed Premises after expiration of the License term, it shall so remain as a Licensee from month-to-month and all provisions of this License applicable to Licensee shall remain in full force and effect. If, however, Licensor shall give Licensee notice to vacate the Licensed Premises at the end of the License term, or at the end of any month following termination, and Licensee shall fail to vacate the Licensed Premises, then Licensee shall pay to Licensor double the daily rent paid during the last month of the License for each day that Licensee continues to occupy the Licensed Premises from and after the termination date. This provision shall survive expiration of this License.

26. **Damage or Destruction/Condemnation:** In the event the Licensed Premises is totally or partially damaged or destroyed, Licensor has the right to terminate this License upon seven (7) days prior written notice. If the Licensed Premises is taken or condemned by any governmental or quasi-governmental authority for any public purpose, then this License shall terminate on the day prior to the effective date of the taking. All awards, damages, or other compensation shall belong to Licensor, and Licensee assigns to Licensor all rights to such awards.

27. **Default:** In the event of a default by either party under this License, the other party may pursue any and all rights available at law or in equity in the event such default is not cured within ten (10)
days after receipt of written notice thereof by the defaulting party.

28. **Governing Law:** This License is governed by the laws of the state of Florida. Exclusive jurisdiction and venue of any actions arising out of, or relating to or in any way connected with this License shall be in Miami-Dade County, Florida.

29. **Independent Contractor Status:** Licensee’s relationship to Licensor is and at all times shall remain that of an independent contractor.

30. **Notice:** Where notice is required or permitted under this License, it shall be sent by first class mail, return receipt requested, or personally delivered to the parties at the addresses provided below or such other address as the parties may designate in writing in accordance with the notice provisions herein.

To Licensee:     To Licensor:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

31. **Force Majeure:** If as a result of an act of force majeure, including without limitation, an act of God, war, riot, labor dispute, strike or threat thereof, intervention of a governmental agency or the occurrence beyond the control of either party, the obligations of this License cannot be carried out, then either party, upon notifying the other, shall have the right to suspend performance until the event of force majeure has passed.

32. **Entire License:** The License and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

33. **Amendments:** The License may be amended only by written amendments duly executed by the parties hereto.

34. **Binding Affect/No Assignment:** The License shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. The License and any interest therein may not be assigned (whether by operation of law or otherwise) by either party to any person or entity without the prior written consent of the other party.

35. **Severability:** In the event that any provision contained in the License or the application thereto to any circumstance is for any reason held to be invalid or unenforceable, such provision shall be ineffective to the minimum extent of such invalidity or unenforceability, and the remainder of the License will remain valid and enforceable according to its terms with respect to all other circumstances.

36. **Waiver:** The waiver by either party of a breach or a violation of any provision of the License shall not operate as or be construed to be a waiver of any subsequent breach thereof.
The parties have caused this License Agreement – Hair and Nail Salon to be executed in triplicate by signing below.

_____________________          The Florida International University
                                      Board of Trustees

By: ______________________________          By: ______________________________

Print name: ____________________________          Print name: Vivian Sanchez

Title: _____________________________          Title: Vice President and CFO

Date: _____________________________          Date: _____________________________

2/26/09
# APPENDIX IV
## Pricing List

<table>
<thead>
<tr>
<th>Services Offered</th>
<th>Price</th>
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<tbody>
<tr>
<td>Manicure/French</td>
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<tr>
<td>Acrylic/Refill</td>
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<tr>
<td>Pedicure</td>
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<tr>
<td>Women Haircut</td>
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<tr>
<td>Same Style/New Style</td>
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<tr>
<td>Girl’s Haircut</td>
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<tr>
<td>Men Haircut</td>
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<tr>
<td>Color</td>
<td></td>
</tr>
<tr>
<td>Highlights Partial</td>
<td></td>
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<tr>
<td>Highlights Full</td>
<td></td>
</tr>
<tr>
<td>Underarm Wax</td>
<td></td>
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<tr>
<td>Leg Full Wax</td>
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<tr>
<td>Leg Half Wax</td>
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<tr>
<td>Bikini Wax</td>
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<tr>
<td>Brazilian Wax</td>
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<tr>
<td>Eye Brow Wax</td>
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<tr>
<td>Upper Lip Wax</td>
<td></td>
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<tr>
<td>Chin Wax</td>
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</table>
Florida International University is Miami-Dade County’s first public, four-year university. Our powerful record of innovation and research continues to improve the quality of life in our communities. FIU was founded in 1965 and opened for classes in 1972 with 5,667 students - the largest opening day enrollment in U.S. collegiate history. Today it has more than 38,000 students, almost 1,000 full-time faculty and more than 130,000 alumni. FIU is one of the 25 largest universities in the nation, based on enrollment. The University offers more than 200 bachelor's, master's and doctoral programs in 21 colleges and schools.

FIU is the youngest university to have been awarded a chapter of Phi Beta Kappa, the nation’s oldest and most distinguished academic honor society. FIU recently ranked among the best values in public higher education in the country, according to Kiplinger’s Personal Finance magazine’s 2006 survey, “100 Best Values in Public Colleges.” FIU ranked among the top 50 nationally for in-state students and among the top 100 nationally for out-of-state and international students.

With more than 130,000 alumni, Golden Panthers constitute the fastest growing university alumni group in Miami-Dade County. FIU confers approximately half of all degrees now awarded by universities in Miami-Dade County.

By supporting FIU, corporations strengthen their relationship with one of the country’s most diverse universities, gain exposure to an important source of intellectual talent, support departments and faculty engaged in research related to their interests, honor individuals who have played key roles in their success, introduce their companies and their products to future users and consumers, and support and encourage the philanthropy of their employees.

The opportunities for collaborations between industry and FIU are quite diverse. FIU partners with corporations in numerous philanthropic endeavors that include the following.

**Naming Opportunities:** Numerous naming opportunities exist at FIU, and they are well aligned to give exposure to an exclusive yet worldwide audience that will make positive associations with the company name and FIU on a number of different levels. By naming a unique facility after the corporation, the corporation’s long-term relationship with FIU is immediately and regularly evident to FIU faculty, students, board of trustees and distinguished associates.

Current opportunities include a number of options at the FIU Student Activities and Stadium Complex currently scheduled to open in September, 2008. This complex is planned to become the new center for student and alumni activities on the University Park Campus and will offer excellent visibility for corporate sponsors.

**Scholarships:** By creating a scholarship, or by endowing other kinds of student aid, corporations demonstrate a commitment to education for exceptional students and share our goal of a talented, diverse student body that spans all cultures and socioeconomic groups. Through scholarship support, a corporation can target prospective employees prior to competitive corporations and increase the likelihood of hiring these particular students through their appreciation and awareness of the company’s supportive efforts.
Graduate Fellowships: Corporations frequently donate funds to support the research of individual faculty members. Gifts to support a graduate student’s research are investments that encourage the interaction between faculty, students and corporations. To this end, graduate fellowships can be targeted to support the efforts of specific students or departments. As with scholarships, fellowship recipients are most appreciative of corporate support and historically seek employment from the corporation providing their fellowship.

Endowed Professorship Chairs: Endowed professorships are the highest honor for tenured faculty. The corporation and the professor who holds the chair share the prestige associated with the chair. Undeniably, endowed chairs are a means for attracting outstanding faculty and the star students who want to work with the honored professor. FIU encourages the corporation that sponsors a professorship to develop a strong relationship with that individual. The mention of the chair’s name – XYZ Corporation Distinguished Professor, for example – is included as an integral part of the professor’s title.

Program Support: By supporting a particular program, a corporation can help enhance FIU in a very tangible and visible way, thereby strengthening the departments affiliated with the program. Program support also gives the corporation an opportunity to know future graduates who best fit the hiring interests of the company. The program itself can be cultivated to get company executives close to the students and the academic departments that perpetuate excellence in a particular industry.

Curriculum Development: By staying in close communication with FIU faculty, a corporation can provide feedback on how applicable curriculum material is to the encounter as graduates in a particular industry. This input further enables FIU graduates to maintain their reputation of being extremely well prepared for the challenges that their careers offer them. FIU welcomes such curriculum input and uses it as one of many tools to continuously verify the alignment of coursework relative to the changing needs of the market.

Research: FIU offers dedicated world-renowned expertise to focus on a wide variety of research projects. To enable this type of project and work, FIU has state of the art laboratories and equipment that many corporations do not have internally. For this reason, FIU is ideal for both long and short-term research projects that will help solve problems affecting a corporation’s bottom line.

Sponsorships: FIU offers a myriad of sponsorship opportunities that reinforce a company’s partnership with the FIU community and deliver your message to the South Florida community. Sponsorships help achieve marketing goals through a variety of sponsorship opportunities through the arts, athletics, alumni and other unit programs.

Partnerships with Corporations play an important role in advancing the University’s mission. Support – especially in these times of decreasing state revenues – will help strengthen the University’s status as a world-class institution of higher learning.
Exhibit B
Existing Improvements Remaining on the Premises

Equipment and Furniture
Tile Floor
Mirror and Glass
Light Fixtures
Decoration Posters
Exhibit C
Water Bill Analysis 10 Years

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<tbody>
<tr>
<td>$</td>
<td>896.41</td>
<td>927.78</td>
<td>955.62</td>
<td>984.29</td>
<td>1,013.81</td>
<td>1,049.29</td>
<td>1,086.02</td>
<td>1,125.01</td>
<td>1,164.39</td>
<td>1,205.14</td>
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</tbody>
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*Water bill analysis is based on a 3.5% increase in rates year over year.*