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

Competitive Solicitation
Required Documents Checklist

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

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

Please check all that apply:

☐ Completed and signed applicable competitive solicitation form:
  • Invitation to Bid (Form PS001)
  • Request for Proposal (Form PS001A)
  • Request for Qualifications (Form PS001B)
  • Invitation to Negotiate (Form PS001C)

☐ 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

☐ Exhibit A, if applicable

☐ Exhibit B, if applicable

☐ Requested references

☐ Statement of insurance capability from your insurance carrier on their letterhead
GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

9. **AWARD OPTION:**

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

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

Should any vendor take exception to the stated insurance requirements, such will be grounds for disqualifying that vendor’s response to this competitive solicitation.

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

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

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

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

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

The Attestation of No Conflict form shall be signed by all individuals selected to the evaluation committee before the evaluation process begins. This document shall become part of the competitive solicitation document folder.
**BIDS WILL BE OPENED:** May 28, 2009 at 2:00 pm E.S.T.

**TITLE:** COLLEGE OF MEDICINE PLANNING CONSULTANTS

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

**VENDOR MAILING ADDRESS**

**CITY-STATE-ZIP**

**AREA CODE** | **TELEPHONE NUMBER**
--- | ---

**REASON FOR NOT SUBMITTING:**

1. **AUTHORIZED SIGNATURE (MANUAL)**

2. **AUTHORIZED SIGNATURE (TYPED) TITLE**

**GENERAL CONDITIONS**

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

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

3. **Bid Opening:** Shall be public, on the date and at the time specified on the Bid form. It is the proposer's responsibility to assure that his Bid is delivered at the proper time and place of the Bid opening. Bids that for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A Bid may not be altered after opening of Bid unless done pursuant to Negotiations. Note: Bid tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all services rendered to the purchaser.

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

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

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

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

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

- **e) ANNUAL APPROPRIATIONS:** University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Also attached are the Special Conditions and Supplemental Provisions.
5. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be decided in writing within ten (10) days of receipt of Bid opening and Bid 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 intentional decision concerning a procurement solicitation or contract award and who wants to protest such decision or intentional decision shall file a protest in compliance with Chapter 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or to fail 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 intentional decision pertaining to contracts administered by Florida International University pursuant to Section 120.57(3)(a), 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 which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of Florida International University pertaining to agencies’ requests for approval of exception 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 BY 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 Bid the name of any officer, director, or agent who is also an employee of the Florida International University or any of its agencies. Furthermore, 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 Bids or waive any minor irregularity or technicality in Bids received. Proposers are cautioned to make no assumptions unless their Bid has been evaluated as being responsive. All awards made as a result of this Bid shall conform to applicable Florida 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 Bid prior to their delivery, it shall be the responsibility of the successful proposer to notify Florida International University at once, indicating in his letter the specific regulation that required an alteration. Florida International University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

10. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contractor shall be responsible for filing, processing and collecting all damage claims. 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) Record damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
   c) Retain the item and its shipping container, including inner packing material, until inspections is performed by the carrier, and disposition given by the contract supplier.
   d) Provide the contract supplier with a copy of the carrier’s Bill of Lading and damage inspection report.

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 amount shown on the Bid but not to exceed the threshold for category two for commodities at the prices proposed in this invitation. If additional quantities are not accepted, the Bid sheets must be noted “BID IS FOR SPECIFIED QUANTITY ONLY.”

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 Bid opening time and date, and if not destroyed may, upon request, be returned to the proposer’s expense. Each individual sample must be labeled with proposer’s name, manufacturer’s brand name and number, Bid number and item reference. Request for return of samples shall be accompanied by instructions that include shipping instructions and name of carrier and must be received with your Bid. If instructions are not received within this time, the commodities shall be disposed of by the State of Florida.

14. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by other appropriate testing facilities. Should the items fail testing, the State shall require the contractor to remove all costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned to the contractor’s expense. Items returned as found by the proposer or as a result of the contractor’s negligence. This requirement does not apply to contracts within governmental agencies.

15. LIABILITY: On any contract resulting from this Bid, the proposer shall hold and save Florida International University, its officers, agents and employees harmless against claims 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.

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

17. 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.

18. MANUFACTURERS’ NAMES AND APPROVED EQUIVALENTS: Any manufacturer’s names, brands, or trademarks listed in these 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 or for any item. Manufacturers supplying items listed in these specifications are not intended to preclude Bids for commodities with metric measurements. If Bids are based on equivalent products, indicate on the Bid form the manufacturer’s name and number. Proposers shall submit with their Bid, cuttings, sketches and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid 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 approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed in the Bid form. The Bid form is to be signed by the proposer. It is required 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.

19. PATENTS AND ROYALTIES: The Proposer, without exception, shall indemnify and save harmless the purchaser and all from and against any liability of any nature or kind, whether by patent, copyright or otherwise, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or supplied by the Proposer. The Proposer 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 Proposer 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 Proposer uses any design, device or material 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 device, design, or materials in any way involved in the work.

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

REQUEST FOR PROPOSAL NUMBER: RFP89-012

FOR

COLLEGE OF MEDICINE PLANNING CONSULTANTS
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ATTACHMENT(S)
1.0 INTRODUCTION

1.1 Statement of Objective

This is a Request for Proposal ("RFP") for consulting services to enable the Florida International University ("FIU") to enter into an agreement with an experienced and broad-reaching professional services Firm to assist it in the continued planning and implementation of the FIU’s College of Medicine ("COM"). The selected Firm will work with senior FIU and COM leadership throughout the process of preparing for provisional accreditation with the Liaison Committee on Medical Education ("LCME"). The goals of the project are, among other areas, to assist the COM with its provisional accreditation application and site visit, develop the necessary self-study operations for the COM, and provide overall support to the COM Dean and leadership.

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

1.1.1 SCOPE OF WORK

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

The scope of services requested is expected to include, but not be limited to, the following:

1.1.1.1. Reviewing FIU current information and plans regarding the COM and related units
1.1.1.2. Reviewing existing LCME database and self study response drafts prepared by FIU
1.1.1.3. Developing an inventory of COM needs related to the LCME database
1.1.1.4. Reviewing relevant external examples of similar ventures
1.1.1.5. Working with COM leadership to identify and engage FIU resources related to provisional accreditation
1.1.1.6. Developing detailed work plans, timelines and metrics, action steps necessary for provisional accreditation and effective operation of the COM
1.1.1.7. Providing strategic advice regarding accreditation documents and processes, and how to meet the expectations of the LCME to ensure Provisional accreditation.
1.1.1.8. Provide assistance with the Southern Association of Colleges accreditation documentation and submission

Formal meetings will be held throughout the engagement for the purpose of providing interaction between the consultant and the committee. The consultant will conduct and document these meetings. The scope of services includes development of the
database for provisional accreditation and assistance with the coordination of the overall planning and research of the database. Activities will include recommending a planning consultant team, coordinating with the consultants, faculty, and other University representatives during the planning progress, participating in an analysis phase, and monitoring and managing the project as it progresses through completion.

1.1.2 EVALUATION CRITERIA

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

Upon receipt of responses to this RFP, submitting Firm’s proposals will be evaluated. The evaluation committee will include the Dean of the College, the Executive Associate Dean for Academic Affairs of the College, and the Director of Operations for the College. Criteria for the selection of a Firm will include the following:

- Firm experience and qualifications in preliminary and provisional medical school accreditation (25 points)
- Team makeup (25 points)
- Project methodology (25 points)
- Project plan/schedule (15 points)
- Fee schedule (10 points)

The professional services firm selected must be able to bring a broad range of capabilities and resources to FIU in this effort. The selected Firm will be able to access internal experts in the fields such as higher education, biomedical research, academic medicine, business planning, finance, taxation, economic impact, project management, and human resources, among others to be used in medical school accreditation. Significant experience in establishment, improvement, and redesign of new newly accredited medical schools is required. Experience in the successful preparation of medical school accreditation databases, and accreditation consulting work on behalf of medical schools in the Florida State University System is also required.

1.2 Contract Award

1.2.1 FIU intends to award a contract resulting from this competitive solicitation to the successful 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 a cost or price and technical standpoint.

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

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

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

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

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

1.2.10 It is expected that the successful candidate will be selected in late May or June 2009. Work will commence shortly thereafter and continue through the anticipated site visit in October or November 2010. FIU reserves the right not to award this project to any submitting Firm.

1.3. FIU Environment

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

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

2.0 GENERAL CONDITIONS

2.1. Authorized FIU Representative/Public Notices/FIU Discretion

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

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

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

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

<table>
<thead>
<tr>
<th>Date/Time</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 8,2009</td>
<td>Competitive Solicitation advertised and released</td>
</tr>
<tr>
<td>May 15,2009</td>
<td>Last Day to submit communications and/or inquiries via email to Stephen Millspaugh at <a href="mailto:Stephen.Millspaugh@fiu.edu">Stephen.Millspaugh@fiu.edu</a> (Inquiry Deadline Date).</td>
</tr>
<tr>
<td>May 19,2009</td>
<td>Responses to inquiries and Addenda, if any, mailed to Vendors</td>
</tr>
<tr>
<td>May 28,2009</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

Left Intentionally Blank
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, no later than 2:00 p.m. on May 28, 2009 according to the time clock in FIU’s Purchasing Services Department.

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

Solicitation responses or amendments to responses that arrive after the Competitive Solicitation Response Due Date will be considered as non-responsive and not accepted. Telephone, including facsimile and electronic mail, and telegraphic solicitation responses and/or amendments to responses will not be accepted at any time. At 2:00 p.m. on May 28, 2009, all timely solicitation responses will be opened for the sole purpose of recording the names of the Vendors submitting written responses.

If the Vendor elects to mail in their solicitation response package, the Vendor must allow sufficient time to ensure FIU’s proper receipt of the response package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Vendor to ensure that the response package arrives at FIU’s Purchasing Services Department no later than 2:00 p.m. on May 28, 2009.
Solicitation responses will be accepted up to, and no responses may be withdrawn after, the Competitive Solicitation Response Due Date. Solicitation responses must be delivered in sealed envelopes clearly marked: **RFP89-012 - COLLEGE OF MEDICINE PLANNING CONSULTANTS.** The solicitation response must be submitted in one (1) original and ten (10) copies. The response containing the original should be marked “Original” and be presented in a loose-leaf type binder.

### 2.7. Solicitation Response Opening Date

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

### 2.8. Evaluation Criteria and Selection Process

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

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

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

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

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

#### 2.8.2 All solicitation responses shall be evaluated based as follows:

- **2.8.2.1** Responsive vendors shall be evaluated by members of an Evaluation Committee based on the weighted criteria set forth in the table below. The evaluation committee will include the Dean of the College, the Executive Associate Dean for Academic Affairs of the College, and the Director of Operations for the College. A representative of the Purchasing Services Department will act as process facilitator. The requesting department must assign a secretary of record for Committee meetings.
Committee members shall meet and discuss the relative merits of vendors at publicly-noticed Evaluation Committee meetings. Except at such meetings, each Evaluation Committee member shall function independently and is strictly prohibited from meeting with or otherwise discussing this competitive solicitation and any aspect thereof including, without limitation, the solicitation responses and their content with any other individual whatsoever. After thoroughly reading and reviewing this competitive solicitation and discussing the relative merits of the solicitation responses at evaluation committee meetings, committee members should discuss the relative merits of solicitation responses and reach consensus in accordance with the weighted evaluation criteria set forth in Table A:

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<thead>
<tr>
<th>CRITERIA</th>
<th>MAX POINTS</th>
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</thead>
<tbody>
<tr>
<td>Firm experience and qualifications in preliminary and provisional medical school accreditation</td>
<td>25</td>
</tr>
<tr>
<td>Team makeup</td>
<td>25</td>
</tr>
<tr>
<td>Project methodology</td>
<td>25</td>
</tr>
<tr>
<td>Project plan/schedule</td>
<td>15</td>
</tr>
<tr>
<td>Fee schedule</td>
<td>10</td>
</tr>
</tbody>
</table>

**Table A – Evaluation of Solicitation Responses**

The evaluation and selection of a vendor must be approved by the Director of Purchasing Services.

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

**2.9. Posting of Recommended Selection**

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

**2.9.2** Failure to file a protest in accordance with the Florida Board of Governors’ BOG Regulation 18.002, or failure to post the bond or other security as required in BOG Regulation 18.002, shall constitute a waiver of protest proceedings.
2.9.3 In addition to all other conditions and requirements of this competitive solicitation, FIU shall not be obligated to pay for information obtained from or through the Vendor.

2.10. Solicitation Response Validity Period

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

2.11. Disposition of Solicitation Responses

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

2.12. Economy of Presentation

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

2.13. Restricted Discussions/Submissions

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

2.14. Verbal Instructions Procedure

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

2.15. State Licensing Requirements

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

2.16. Parking

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

2.17. Definitions

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

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

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

**Contract:** The formal bilateral agreement signed by a representative of the University and the Vendor which incorporates the requirements and conditions listed in this Competitive Solicitation and the Vendor’s solicitation response.
**Project Manager:** After contract award, a liaison from the user department will oversee the Vendor’s performance and report as needed to the contract administrator. The Project Manager is the COM’s leadership or appointed representative.

### 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 Khaleel Seecharan Director of Operations for the College of Medicine.

### 2.20. Subcontracts

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

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

2.22. Equal Opportunity Statement

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

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

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

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

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

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

2.23. Waiver of Rights and Breaches

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

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

2.25. **Employee Involvement/Covenant Against Contingent Fees**

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

2.26. **Site Rules and Regulations**

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

2.27. **Travel Expense**

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

2.28. **Annual Appropriations**

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

2.29. Taxes

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

2.30. Negotiation Points

Possible points of negotiation are:
- project plan/schedule,
- fee schedule,
- project methodology.

2.31 Insurance

The Vendor/Contractor/Service Provider shall provide and keep in full force and effect during the term of contract, at the vendor’s own cost and expense, the following insurance policies for the joint benefit of the vendor and FIU, with an insurer reasonably acceptable to FIU:

Professional Liability/Errors & Omissions $1,000,000 (minimum)

In order to satisfy this requirement, the Vendor must:

1. Include a statement in its Proposal affirmatively responding to this requirement; and
2. Include in its Proposal either:
   a. A Letter from its insurer demonstrating that the Vendor meets this requirement, or
   b. A commitment letter that Vendor will have such coverage as of the date the Contract commences.

The Vendor/Contractor/Service Provider shall deliver to the FIU Purchasing Services Department, at 11200 SW 8th Street, Miami, Florida 33199, true and correct copies of certificates of such insurance within ten (10) business days of notice of formal award.

Each such policy shall name 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, shall state that the Vendor/Contractor/Service Provider’s policy shall be primary and that any insurance carried by FIU shall be noncontributing with respect thereto.

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

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

All certificate shall carry the following endorsement naming The Florida International 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.

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

2.31.1 Indemnification

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

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

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

3.0 REQUIRED SOLICITATION RESPONSE FORMAT

3.1. Introduction

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

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

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

3.2. Response Sections

The Vendor shall organize their solicitation response into the following major sections.

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

The RFP response should contain the following information at a minimum:

- Methodology: Describe the approach to completing the components specified in the Scope of Services. Outline the phases and tasks that would be undertaken in completing the Scope of Services, and specify who would perform them. Consultants may also propose enhancements or procedural or technical innovations to the Scope of Services that do not materially deviate from the components identified.
• **Team:** Describe the team make up and qualifications in terms of firms, consultants, and individuals. Detail the basic services or role of each consultant. Describe the experiences of the individuals who would be assigned to the project. Indicate intended primary contact(s) for this project.

• **Qualifications and Experience:** Experience in similar projects on behalf of Colleges of Medicine in the Florida State University System. Indicate total Firm capabilities, referencing the above desired characteristics above. A minimum of five years experience in similar engagements is required.

• **Schedule:** Provide a schedule that illustrates milestone and key points in the process.

• **Fee Schedule:** Provide a detailed fee schedule scope of services described in the Request for Proposal.

• **Deliverables:** Indicate key interim and final deliverables expected for this project.
SUPPLEMENTAL PROPOSAL SHEET

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

<table>
<thead>
<tr>
<th>SECTION</th>
<th>YES</th>
<th>NO</th>
<th>VENDOR INITIAL</th>
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<tr>
<td>1.0</td>
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VENDOR COMPANY NAME__________________________________________

AUTHORIZED SIGNATURE__________________________________________

TITLE___________________________________________________________

DATE___________________________________________________________
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 SUBCONTRATORS 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 selection of applicants for employment; compensation; terms and conditions of employment; and training programs. 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.
Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subVendor or vendor. The Vendor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a subVendor or vendor as a result of such direction by the contracting agency, the Vendor may request the United States to enter into such litigation to protect the interest of the United States.

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

(1) The Vendor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

VENDOR COMPANY NAME________________________________________

AUTHORIZED SIGNATURE________________________________________

TITLE________________________________________________________

DATE________________________________________________________