



FLORIDA MEMORIAL UNIVERSITY
REQUEST FOR PROPOSALS
COMPETITIVE SOLICITATION COVER SHEET
FOR
EXTERNAL AUDIT SERVICES

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1.0 OVERVIEW

1.1 Statement of Objective

This competitive solicitation is intended to solicit information and proposals from qualified and experienced certified public accounting firms to enable Florida Memorial University (FMU) to enter into an agreement with a vendor to provide an audit and express an opinion on the fair presentation of its annual financial statements.

1.2 FMU Environment

Florida Memorial University is the only historically black college or university (HBCU) in South Florida. It is located within the City of Miami Gardens in Miami-Dade County. The university is a private institution with a student body of nearly 1,200 offering (27) undergraduate degree programs and three (3) master's graduate degree programs to a culturally diverse student body. The University is the product of two institutional mergers in 1941 involving Florida Baptist Institute established in Live Oak in 1879 by the Black Baptists of Florida, and the Florida Baptist Academy established in Jacksonville, Florida in 1892 by Reverend Mathew Gilbert, Reverend J. T. Brown, and Sarah Ann Blocker, whose name later changed to Florida Normal and Industrial Institute. In 1900, it was at this location where faculty member, J. Rosamond Johnson and his brother James Weldon Johnson composed the Black national anthem, "Lift Ev'ry Voice and Sing".

In 1918, the institution relocated to St. Augustine, Florida, where it remained until 1968. The institution changed its name to Florida Memorial College in 1963. The College relocated to Miami, Florida in 1968, and became Florida Memorial University in 2006. Dr. Jaffus Hardrick serves as the Interim President of the university. Additional information can be viewed on the University's Website at www.fmuniv.edu.

1.3 Calendar of Events

Unless otherwise revised by an Addendum to this competitive solicitation, the dates and times by which stated actions will be taken or completed are listed below. If FMU 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 which will be posted on the Website. All times listed are Eastern Standard Time (EST).

Date/Time	Action
April 5, 2019	Competitive solicitation advertised via website and released.
April 26, 2019, by 3:00 p.m.	Deadline for FMU to receive solicitation responses from vendors. <i>NOTE: Any solicitation responses received after the Solicitation Response Due Date and time shall be deemed non-responsive.</i>

The Office of Purchasing & Procurement will post notice of changes to any of the above dates by posting the information on the FMU Website at <http://www.fmuniv.edu/requests-for-proposal/> “the Website”. The “Vendor” is solely responsible for checking the Website periodically in order to verify whether any changes have been made to the Calendar or whether any meetings are scheduled to take place. FMU reserves the sole discretion over the conduct of any meetings and the extent, if any, that those attending may participate in such meetings.

1.4 Vendor Information and Deliverables

1.4.1 Project Term

The initial term of the agreement will be for one (1) year, with two (2) one-year options, each for one additional year. The pricing for the initial contract period must be fixed for the initial contract period; the renewal pricing for the additional year options may be made by agreement of both parties. Renewals are not automatic. The “Successful Vendor’s” performance is expected to commence no more than ten (10) days from the approval date by the University.

Vendor Information

1.4.1.1 Vendor Information and Experience

In an effort to assess the company’s overall stability, please provide a history of ownership from inception to present, including any and all company name changes, the dates of any strategic equity investments, mergers, buyouts and/or potential buyouts, bankruptcies, downsizing, and relocations. Include the length of time that the company has provided external audit services to higher education institutions. This information should include the number of schools that have received services and the percentage of institutions in each sector (public 4-year, public 2-year, and private non-profit, proprietary).

Vendor must complete and submit Appendix III (Vendor Questionnaire) with its Proposal as **Tab 3**.

1.4.1.2 Licenses

The “Successful Vendor” must have and maintain the appropriate valid business licenses to conduct business with FMU in Miami-Dade County. All the pertinent and applicable licenses must be made available to the designated representative(s) from the FMU Finance and Administration Department prior to commencement of operations at FMU, and as subsequently requested by FMU from time-to-time in writing from the FMU Finance and Administration Department staff.

The “Successful Vendor” must keep all licenses and documents regarding operations current and meet the standards of all applicable federal, state, county and city mandated requirements and laws. Copies of these documents may be routinely requested by the FMU Finance and Administration Department staff. The “Vendor” must keep the documents on file at the vendor’s office, and if applicable, on campus location for accessibility and review upon FMU’s demand.

1.5 Account Management and Customer Service

The “Successful Vendor” shall include the hours of operation when either University staff, representatives or borrowers can contact the firm. “Vendor” must state whether the University will have a dedicated representative. “Vendor” must outline whether continuing professional educational (“CPE”) training for institutional staff will be included and if so what type of training will occur and how the training will be offered.

Vendor shall include detailed information regarding the following in its Proposal under Tab 4.

1.6 Rates

The vendor must provide proposed pricing for External Audit services within this proposal. Identify pricing for different levels of staffing– Exhibit 1.

Vendor shall include detailed information regarding the following in its Proposal under Tab 5.

1.7 Financial Contribution

1.7.1 “Vendor” shall also include detailed information regarding any benefits that may accrue from “Successful Vendor” to FMU under this agreement, such as:

- Contribution to University Programs
- Contribution to (including naming rights)
- Contribution to the University’s Initiative Fund (*e.g.*, scholarships, student orientations, *etc.*)
- Contribution to the University’s Merchandise Fund (*e.g.*, promotional items, bookstore merchandise, *etc.*)
- Contribution to the Charitable Endowment Fund
- Unrestricted contributions for the University’s strategic initiatives
- Providing Funds for Student Internships
- Hiring a Student Representative
- Other

Vendor shall include information regarding Financial Contributions in its Proposal under Tab 6.

1.8 Use of Successful Vendor's Logo/Marks

Subject to the successful vendor's prior written approval, the "Successful Vendor" grants FMU the limited right to use the vendor's logo or service marks to promote the vendor's service and product (*e.g.*, use on the FMU website and in FMU publications).

1.9 Quality of Services

The "Successful Vendor" must provide the highest quality of service for its business operations at FMU. The "Successful Vendor" and its employees shall act in a manner that is highly conducive to customer service and will be considerate of the customers' needs. Therefore, the Successful Vendor must create an environment that provides to the University community and to its customers reliable, cost-effective, and customer service-oriented services and quality products without bias or favoritism.

1.10 Communications

Recognizing that the success of its business operations at FMU is dependent on a favorable response from the University community, the "Successful Vendor" will maintain good relations with the University community and maintain good working relationships with "FMU Finance and Administration Department staff". The "Successful Vendor" will promote consistent and effective communication, as well as facilitate resolution of issues with the customer and with FMU's service areas and departments. The "Vendor" should provide policies and procedures, or other applicable documents in its proposal that illustrate the vendor's policies and customer service options.

1.11 Review Meetings

The "Successful Vendor" will meet with the "FMU Finance and Administration Department staff" face-to-face, on a monthly basis, to discuss the results of the external audit and business operations at FMU.

Vendors will be required to provide reports and/or data as requested by FMU, both in preparation for monthly review meetings, or as reasonably requested by FMU throughout the contract term.

1.12 Additional Services

Any services outlined in the vendor's proposal, and not originally contemplated by the scope of services outlined herein, may be subsequently added to the contract, at FMU's discretion, if such services are later available by "Successful Vendor". This includes new services that may be proposed by "Successful Vendor" at a future date.

The "Successful Vendor" may be given the opportunity to participate with recognized University organizations by donating items for fund raising events. The FMU Finance & Administration/Campus Safety Department will act as the liaison between the Successful Vendor and the various University organizations, and the "Successful Vendor" should refer any individuals directly requesting the successful vendor's participation in such events to the "FMU Finance and Administration/Campus Safety Department staff".

1.13 Changes to Services

Any changes to the business operations at FMU must be pre-approved, in writing, by the "FMU Finance and Administration/Campus Safety Department staff". University approval of such requests may be contingent upon the changes becoming effective during specific time periods, such as only during changes in academic or fiscal years. The "Successful Vendor" will be required to give sufficient advance notice to the University community with regards to any approved requests for adjustments in services.

FMU may demand an immediate change of the management and the personnel serving the FMU account without recourse, but will exercise that right judiciously. FMU reserves the right to approve or to disapprove the appointment of key personnel.

1.14 Emergency Actions

If, because of reasons beyond the control of FMU, (*i.e.*, fire, weather, operational or suggested closings (local, state or federal mandated), business operations at FMU or in any facility on the FMU Campus is interrupted or stopped, FMU shall have no liability for any loss of product, service costs or any other applicable losses. Furthermore, in such emergency or extenuating circumstances, FMU has the right to suspend the contract by giving written notice to the “Successful Vendor” of such by certified mail, without penalty.

1.15 Solicitation Response

Each Vendor shall organize its solicitation response to provide the following information in order to assist FMU in the selection, evaluation and award process.

Tab 1 - Conditions and Requirements (Appendix I) should be completed and signed along with vendor’s specific requests for changes to terms and conditions, if any.

The “Vendor” must initial the designated items, in Appendix I, indicating that the “Vendor” understands and agrees to the terms and conditions as provided in this competitive solicitation. If the “Vendor” wants to request additional language or specific changes to the terms and conditions, the “Vendor” must specifically do so in the vendor’s solicitation response and include such requests with Appendix I. Requests for additional language or revisions to language in this document must be included in their entirety as part of the vendor’s solicitation response under Tab 1 for consideration by FMU. In addition, any documents incorporated by reference in the requests for additional language or revisions, all forms requiring completion by FMU to be prepared or submitted to the “Vendor” if awarded the contract, must be included in vendors’ solicitation response.

Please be advised that FMU must adhere to applicable laws and regulations and therefore certain terms and conditions may not be altered.

Tab 2 - Contact information, including name(s), title(s), email address, mailing address and phone number(s) for the individual(s) responsible for vendor’s proposal and negotiation during this process. As well as contact information for the individual(s) who should receive any notices related to this contract if awarded to “Vendor”.

Tab 3 - Vendor Questionnaire (Appendix III) (See Section **1.4**).

- Tab 4 -** Information relating to Account Management and Customer Service Record (See Section 1.5).
- Tab 5 -** Information relating to Rates (See Section 1.6) – Exhibit 1.
- Tab 6 -** Information relating to Financial Contribution (See Section 1.7).
- Tab 7 -** The completed and signed competitive solicitation cover document – Exhibit II, along with completed and signed Addendum Acknowledgement Forms, if any. The “Vendor” shall complete, sign and date the cover document, but shall not alter the language provided in this competitive solicitation document or the Addendum (A) in any way; any such alterations are void.
- Tab 8 -** Information regarding subcontractors (list of subcontractors with services to be provided by each and amount the “Vendor” will pay to each; Vendor’s certification that subcontractors are appropriately licensed and registered with the State of Florida.
- Tab 9 -** Certificate of Non-Segregated Facilities completed, signed and dated - Appendix II.
- Tab 10 -** If applicable, Appendix V - Affidavit of Trade Secret Certification completed and signed by a high level officer of the “Vendor” as to applicable trade secrets contained in the vendor’s documents; “Vendor” must segregate and clearly mark all documents certified in Appendix V and include such documents in this section (tab) of vendor’s proposal.
- Tab 11 -** Insurance - letter or certificate from vendor’s insurer.
- Tab 12 -** Disclosures regarding: (a) Vendor employees having employment relationship with FMU, State of Florida or any Florida State Agencies and/or (b) any FMU or state employee(s) owning an interest of 5% or more of vendor’s company or its affiliates or branches.
- Tab 13 -** Additional information requested in the competitive solicitation and/or addenda, if applicable.
- Tab 14 -** Additional pertinent information “Vendor” would like to provide.

1.16 Evaluation Points

The evaluation criteria and points are provided below.

Table A –

Criteria	Max Points
Vendor Experience, Qualifications and Minority Participation	45
Account Management, Customer Service Record	25
Rates	25
Financial Contribution	5
Evaluation of Solicitation Responses Point Total	100

1.16.1 Vendor Experience and Qualifications

Information relating to the vendor’s experience and qualifications, as provided in Tab 3 of the vendor’s proposal.

1.16.2 Account Management and Customer Service

Information relating to the vendor’s proposed account management system and customer service programs, as proposed in Tab 4 of the vendor’s proposal.

1.16.3 Rates

Information relating to the vendor’s proposed rates for external audit services as proposed in Tab 5 of the vendor’s proposal.

1.16.4 Financial Contribution

Information relating to the vendor’s proposed financial contribution to be made to FMU, as proposed in Tab 6 of the vendor’s proposal.

1.17 Definitions

“**FMU**” is the acronym for Florida Memorial University

“**Authorized FMU Representative**” means the FMU Purchasing representative assigned to handle all Vendor communications related to this competitive solicitation. (See, Section 1.23)

“**Contract**” means the formal bilateral agreement signed by the representatives of FMU and the “Successful Vendor” which will incorporate this competitive solicitation, including those terms and conditions in Appendix III, and the vendor’s solicitation response.

“**Proposer**” or “**Respondent**” to mean all contractors, vendors, organizations, firms or other entities submitting a response to this RFP.

“**Scope of Work or Scope of Services**” to mean the work to be performed by the contractor, proposer and/or vendor.

“**Solicitation**” to mean the Request for Proposal (RFP) document, and all associated addenda and attachments.

“**Sub-Contractor**” meaning any person, firm, entity or organization, other than the employees of the vendor, who contracts with the vendor to furnish labor or labor and material, in connection with the services to FMU, whether directly or indirectly on behalf of the vendor.

“**Successful Vendor**” means a firm or individual who is awarded a contract under this competitive solicitation.

“**Vendor**” means a proposer or respondent who submits a timely solicitation response to this competitive solicitation.

“**Web-based**” means <https://>.

The words “**shall**”, “**must**”, or “**will**” are equivalent and indicate mandatory requirements or conditions, FMU will not waive vendor’s material deviation from any of the mandatory requirements.

The words “**should**” or “**may**” are equivalent and indicate very desirable conditions or requirements. The vendor’s deviation from any such desirable conditions or requirements may result in the vendor’s solicitation response being considered as not being in FMU’s best interest.

1.18 Authorized FMU Representative/Vendor’s Submission of Solicitation Response

The Authorized FMU Representative for this competitive solicitation is:

Florida Memorial University
Ms. April Richards, Purchasing & Procurement Coordinator
Purchasing Department
Puryear Administration Building
15800 NW 42nd Avenue
Miami Gardens, FL 33054
Email: april.richards@fmuniv.edu

“Vendor” must submit its sealed solicitation response to the “Authorized FMU Representative” at the address stated immediately above.

Only those communications that are in writing from the “Authorized FMU Representative” shall be considered as duly authorized expressions on behalf of FMU.

1.19 Vendor Communications and/or Inquiries

The “Vendor” shall review this competitive solicitation in its entirety to determine whether FMU’s objective, scope of services, conditions and requirements are clearly stated. If “Vendor” has any questions regarding this competitive solicitation, the “Vendor” must submit such inquiries and requests for clarification via email only to the “Authorized FMU Representative” at april.richards@fmuniv.edu. The vendor’s inquiries or requests for clarification must provide the questions along with the relevant section(s), subsection(s), paragraph(s), and page number(s) of the competitive solicitation being questioned.

FMU will consider only those communications and/or inquiries submitted via email and received by the “Authorized FMU Representative” on or before the inquiry deadline date specified in Section 1.3, “Calendar of Events”. Unless the “Authorized FMU Representative” specifically requests the “Vendor” to provide additional communications, FMU will not accept or consider any of the vendor’s written or other communications and/or inquiries (except solicitation response) received between the inquiry deadline date and the posting of an award, if any, under this competitive solicitation.

To the extent FMU determines, in its sole discretion, to respond to any communications, inquiries or requests for clarification, FMU’s response will be made in an addendum to this competitive solicitation and posted on the Website.

FMU will consider the vendor’s failure to communicate inquiries, or request clarifications by the inquiry deadline date to constitute the vendor’s acceptance of all of the conditions and requirements as stated in the competitive solicitation documents.

1.20 Cone of Silence – Restricted Vendor Communications

This competitive solicitation is covered by the Cone of Silence commencing from the date of issuance and terminating at the time FMU issues a written recommendation to the Board of Trustees. It prohibits the “Vendor” from participating in oral communication between service providers, bidders, lobbyists, Evaluation Committee members, Florida Memorial University’s professional staff, representatives and Board of Trustees, except as provided herein or as expressly requested by the “Authorized FMU Representative”. Violation of this restriction may result in the rejection of the vendor’s solicitation response.

1.21 Addenda

The Purchasing Department will post any addenda to this competitive solicitation along with Addenda Acknowledgment Forms on the Website. The vendor’s authorized representative must sign and date the Addenda Acknowledgment Form(s), if any, and include the form(s) in the vendor’s solicitation response. All vendors, including known interested vendors, are solely responsible for checking the Website periodically to verify whether any such addenda and forms were issued.

1.22 Protests

Any vendor and/or interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision, or intended decision shall file a protest in compliance with the Florida Board of Governors' regulations. Failure to file a protest in accordance with Florida Board of Governors' 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.

1.23 Delivery and Labeling of Sealed Solicitation Response

Vendor's solicitation response to this competitive solicitation shall be prepared in accordance with Section 1.20, "Solicitation Response". Vendor's sealed solicitation response must be received by the "Authorized FMU Representative" on or before the solicitation response due date and time specified in Section 1.3, "Calendar of Events" to Florida Memorial University, Attn: Purchasing Department, 15800 NW 42nd Avenue, Miami Gardens, FL 33054 according to the time clock in FMU's Purchasing Department. "Vendor" may not submit its solicitation response, or amendments to its solicitation response via telephone, facsimile, electronic mail, or telegraph.

If the "Vendor" elects to mail in its solicitation response package, the "Vendor" must allow sufficient time to ensure the "Authorized FMU Representative's" receipt of the solicitation response package by the solicitation response due date and time. Regardless of the form of delivery, it is the vendor's responsibility to ensure that the solicitation response package arrives at the "Authorized FMU Representative's" mailing address (See, Section 1.19) no later than 3:00 p.m. on the solicitation response due date. "Vendor" may not include more than one solicitation response (along with the copies) per sealed envelope.

FMU will accept solicitation responses up to the solicitation response due date and time, and no solicitation responses may be withdrawn after. Solicitation responses must be received in sealed envelopes with the following information clearly provided on the front of the envelope: The "Authorized FMU Representative's" name and address as provided in Section 1.19, indicate the solicitation title, and the date and time of the solicitation response due date. The solicitation response must be submitted in one (1) original and six (6) copies. The document containing the original signature must be marked "ORIGINAL." In addition, the "Vendor" is asked to submit one (1) courtesy copy of the solicitation response on CD or PC compatible disk, preferably in pdf format.

1.24 Required Solicitation Response Format

To facilitate FMU's analysis of the vendor's solicitation response, the "Vendor" must prepare its solicitation response in accordance with the instructions provided in this competitive solicitation. If the vendor's solicitation response deviates from these instructions, such solicitation response may, in FMU's sole discretion, be rejected.

1.25 Economy of Presentation

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. “Vendor” should prepare its solicitation response simply and economically, providing a straightforward, concise description of the vendor’s capability to satisfy the conditions and requirements of this competitive solicitation (fancy bindings, colored displays, and promotional material are not desired). The vendor’s emphasis should be on completeness and clarity of content. To expedite FMU’s evaluation of the solicitation response, it is mandatory that the “Vendor” follow the instructions contained herein. FMU is not liable for any costs incurred by vendors in responding to this competitive solicitation including, without limitation, costs for any oral presentations requested by FMU.

1.26 Solicitation Responses Must be in Ink or Typed

Vendor’s solicitation response must be typed or printed in permanent ink.

1.27 Vendor’s Signature

Where the vendor’s signature is required, vendor’s solicitation response must contain the vendor’s authorized representative’s manual signature, in permanent ink, in the space provided. In addition, the vendor’s authorized representative must initial all of vendor’s handwritten corrections (additions and/or deletions) in its solicitation response.

1.28 Complete Responses Required

“Vendor” must complete and execute this competitive solicitation document, including any addenda, appendices, exhibits, attachments, requested information and response forms and submit them with and as a part of Vendor’s sealed solicitation response.

1.29 Use of Forms

If this competitive solicitation includes forms for the submission of information, the “Vendor” must submit the requested information on the forms, attaching additional pages if necessary, or FMU may reject the vendor’s solicitation response.

1.30 Errors or Omissions

“Vendor” should examine its solicitation response carefully for any errors prior to submission. 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 FMU’s finding that the vendor’s solicitation response is non-responsive. In case of vendor’s errors in extensions, the unit price will prevail.

1.31 Solicitation Response Validity Period

Vendor’s solicitation response, shall in its entirety, remain valid for 180 calendar days after the solicitation response due date.

1.32 Solicitation Response Opening

At 3:00 p.m. on the solicitation response due date, FMU will open all timely submitted solicitation responses for the sole purpose of recording the names of the vendors submitting solicitation responses.

2.0 SCOPE OF WORK REQUIREMENTS

2.1 Requirements and Services to Be Provided

The selected Proposer shall provide, in all instances as required by the University within the scope of this solicitation, adequate number of personnel to provide the services stipulated herein at the designated locations and hours, as may be amended by the University. In addition, the selected Proposer shall provide all items required to perform the work service.

2.1.1 Minimum Requirements

Proposers shall provide documentation in their Proposal that demonstrates their ability to satisfy the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive.

The minimum qualification requirement for this Solicitation is:

- Firm must be a certified public accounting firm licensed in the State of Florida
- License must be valid at the time proposal is submitted
- The Selected Proposer shall maintain this qualification during the term of the Contract, including extensions and renewals thereof

2.1.2 Specific Requirements

To be considered, the Respondent's services are expected to meet the requirements below.

2.1.2.1 Professional, Technical Licenses, Certificates and Physical Requirements

1. All personnel employed by the Selected Proposer(s) to perform duties on any Contract issued as a result of this Solicitation shall be approved prior to performing said duties. Selected Proposer personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by all Federal Regulations and Florida State Statutes. The number of personnel and hours of service required will solely be specified by the FMU Finance and Administration Department staff or Designee, to the Selected Proposer(s) throughout the term of any Contract issued as a result of this Solicitation.

2. All licenses and other personnel requirements shall be maintained throughout the term of a Contract issued as a result of this Solicitation and any extensions or renewals thereof.

3. Personnel may not be employed by the Selected Proposer(s) to provide services to the University if he/she currently or in the past has:
- Any Felony, Sexual or Domestic Violence conviction.
 - Discharged from the Military under any conditions other than Honorable.
 - Any history of irresponsible behavior including but not limited to any criminal activity, poor driving record or a problem employment record as determined by the FMU Finance and Administration Department staff or designee
 - Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, Disqualifying Criminal Offenses and 19 CFR 122.183, Denial of Access, for assignments involving Aviation Department properties.

Selected Proposer(s) personnel shall meet the following requirements:

- a) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- b) Shall be at least twenty-one (21) years of age.
- c) Shall be able to communicate proficiently (both oral and written) in English.

SELECTION PROCESS, EVALUATION PROCESS AND CRITERIA

3.0 Selection process

FMU will conduct the following selection process:

- FMU establishes an Evaluation Committee.
- The Evaluation Committee reviews and evaluates the solicitation responses and the Vendor presentations (if any) according to the evaluation criteria and points contained in Table A (See Section 1.17) and develops a ranked order of Vendors.
- The Committee determines a short list of vendors. Those vendors selected for the short list will continue in the evaluation process, which may involve vendor presentations, vendor management team interviews, and discussions with the vendors about their capabilities and plans for servicing FMU.
- The Evaluation Committee reviews and evaluates the solicitation response, taking into account all information gained from vendor presentations, vendor management team interviews, inspection of the vendor's facilities, and discussions with the vendors about their capabilities and plans for servicing FMU (as applicable) according to the evaluation criteria and points contained in Table A (See, Section 1.17) and develops a ranked order of vendors.
- The recommendation of the Evaluation Committee will be submitted to the Executive Vice President for Finance and Administration for review and approval and/or to her designee with final decision making authority ("University Official") regarding the competitive solicitation for a final decision regarding award.
- The University Official submits the final recommendation for contract award to the Board of Trustees for consideration and approval.

3.1 Tie Responses

When multiple solicitation responses are equal in all respects, FMU will give preference to solicitation responses in the following order: 1) vendors that are Florida businesses; and 2) vendors who have a drug-free workplace program. In determining the contract award, if those conditions do not exist or are equivalent between two or more solicitation responses, the contract award will be recommended for approval to the Board of Trustees by the Evaluation Selection Committee.

3.2 Contract Award

FMU intends to award a contract or contracts resulting from this competitive solicitation to the “Successful Vendor(s)” whose solicitation response(s) represents the best value to FMU. The contract will include this competitive solicitation document, and the “Successful Vendor’s” solicitation response, and all the terms and conditions found on the sample contract. (See Appendix IV - Sample Agreement). The contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

- 3.2.1** FMU reserves the right to award a contract without negotiations with the “Vendor”; therefore, the vendor’s solicitation response should contain the vendor’s best terms from a cost or price and technical standpoint.
- 3.2.2** FMU reserves the right to award the services detailed in this competitive solicitation either in their entirety or in any part thereof, all to the advantage of FMU.
- 3.2.3** FMU may reject all solicitation responses if such action is in FMU’s best interest.
- 3.2.4** FMU reserves the right and sole discretion to reject any solicitation response at any time on grounds that include, but are not limited to, vendor’s solicitation response being found to be nonresponsive, incomplete, or irregular in any way; or when vendor’s solicitation response is not in FMU’s best interest. FMU may waive informalities and minor irregularities in solicitation responses.

FMU is not obligated to make an award under or as a result of this competitive solicitation. FMU reserves the right to award a contract, to the vendor(s) submitting a solicitation response that FMU, in its sole discretion, determines is in FMU’s best interest.

3.3 Posting of Intent to Award/Protest

The intent to award to a vendor, if any, will be posted on the Website for review by interested parties, and will remain posted for a period of seventy-two (72) hours; excluding weekends, federal holidays, and FMU holidays.

Failure to file a notice of protest or the written petition in accordance with the Florida Board of Governors’ Regulation 18.002, or vendor’s failure to post the solicitation protest bond or other security as required in the Board of Governor’s Regulations 18.002 and 18.003, shall constitute a waiver of the right to protest proceedings.

3.4 Commencement of Work

”Successful Vendor” will not provide any services or take any action, even if such is a result of any discussions with any FMU employee, prior to the contract being signed by both parties. If “Successful Vendor” provides services or takes any action prior to the contract being signed by both parties, the “Successful Vendor” does so at its’ sole risk and expense. The “Successful Vendor’s” performance is expected to commence no more than ten (10) days from the approval date by the University.

4.0 GENERAL TERMS

4.1 Insurance

The “Successful Vendor” shall provide and keep in full force and effect during the term of contract, at the “Successful Vendor’s” own cost and expense, the following insurance policies for the joint benefit of the “Successful Vendor” and “FMU”, with an insurer reasonably acceptable to FMU:

<u>Commercial General Liability</u>	\$1 million Per occurrence	<i>(minimum)</i>
-------------------------------------	----------------------------	------------------

University endorsed as additional insured

<u>Automobile Liability</u>	\$1 million per occurrence/Combined single limit	<i>(minimum)</i>
-----------------------------	--	------------------

(owned/non-owned/leased)

<u>Workers’ Compensation</u>	Statutory Limits \$1 million Employers Liability
------------------------------	---

In order for the “Successful Vendor” to show that it can satisfy this requirement, the “Successful Vendor” must include in its solicitation response one of the following:

- a. A letter from the “Successful Vendor’s” insurer stating that the Successful Vendor meets the currently specified insurance requirements, or
- b. A commitment letter from an insurer that if awarded a contract, the “Successful Vendor” will have access to such coverage, or
- c. A Certificate of Insurance from the “Successful Vendor’s” insurer stating that the “Successful Vendor” meets the currently specified insurance requirements.

The “Successful Vendor” shall deliver to: Florida Memorial University, Attn: Purchasing & Procurement Services Department, 15800 NW 42nd Avenue, Miami Gardens, Florida 33054, true and correct copies of certificates of such insurance within ten (10) business days of notice of formal award.

The certificates shall indicate that the Commercial General Liability carries an endorsement (no more restrictive than CG 20 10) which names Florida Memorial University as additional insured. The “Successful Vendor’s” policy shall be primary and any insurance carried by FMU shall be noncontributing with respect thereto.

The policies shall carry an endorsement to provide thirty (30) days prior written notice to FMU in the event of cancellation or reduction in coverage or amount. In the event the “Successful Vendor’s” insurance carrier refuses to provide an endorsement thirty (30) days prior written notice to FMU, then the “Successful Vendor” will be required to provide thirty (30) days prior written notice to FMU in the event of cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with this Contract to ensure continuous coverage. If the “Successful Vendor” fails to secure and maintain insurance policies complying with the provisions of this contract, FMU may terminate the contract. The “Successful Vendor” shall do nothing that will adversely affect FMU, in any way, including increasing risks, insurance premiums or liability.

In addition to the insurance required to be obtained and maintained by the “Successful Vendor”, if the “Successful Vendor” assigns any portion of the duties under the contract in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor’s or assignee’s exposure based on the type of services they are providing in connection with this contract.

FMU reserves the right to cancel any award made or cancel the contract if the “Successful Vendor” fails to supply and/or maintain the required coverage.

Should “Vendor” take exception to the stated insurance requirements in its solicitation response, such will be grounds for disqualifying vendor’s solicitation response.

“Successful Vendor’s” procuring of the required insurance shall not relieve the “Vendor” of any obligation or liability assumed under the contract, including specifically the indemnity obligations. The Successful Vendor may carry, at his own expense, such additional insurance, as “Vendor” deems necessary. FMU recommends that the Successful Vendor obtain and maintain a policy of business interruption insurance. The “Successful 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.

4.2 Workers’ Compensation

The “Successful Vendor” shall have and maintain during the life of the contract, Workers’ Compensation Insurance for all of its employees connected with the work related to the competitive solicitation. In the event any work related to the competitive solicitation is sublet or subcontracted, the “Vendor” 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 “Vendor”. Such insurance shall comply fully with the Florida Workers’ Compensation law. In case any class of employees engaged in hazardous work under the

contract at the site of the project is not protected under Workers' Compensation, the "Vendor" shall provide, and cause each subcontractor to provide, adequate insurance for the protection of such employees.

4.3 Software Warranty and Back up

If "Successful Vendor" is providing software to FMU, "Vendor" warrants that: (1) the media on which the product software is distributed is free from defects in materials and workmanship, and (2) the product performs the functions described in the product documentation. In addition, FMU may create and retain a copy of the software and related documentation for back up, disaster recovery, and archival purposes. This provision shall survive termination or expiration of the contract.

4.4 Services and Warranty

If "Vendor" will be providing services and warranties on the services that will be in addition to the services and warranties that are required in this competitive solicitation, then the "Vendor" shall define and describe in its solicitation response such additional services and warranties, including replacement of items, being provided.

The "Successful Vendor" will supply FMU with a complete and accurate W-9 form and FMU Vendor Application. If "Vendor" fails to supply the University with a complete and accurate W-9 form and FMU Vendor Application, the invoice will be deemed insufficient for payment until such information has been provided.

4.5 Safety

FMU 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 that complies with occupational health and safety standards promulgated under Occupational Safety and Health Act of 1970 (OSH ACT). Therefore, the Successful Vendor is required to comply with the occupational safety and health standards and all rules, regulations, and orders issued pursuant to the OSH ACT while on the University's premises.

4.6 Compliance with Laws and Regulations

The "Successful Vendor" shall comply and use its best efforts to assure that its employees, agents and subcontractors comply with all applicable federal and state laws and FMU's regulations policies, and procedures while performing the contract and/or while on the University's premises. FMU's regulations, policies and procedures.

4.7 Parking

The "Successful Vendor" shall ensure that all of the vendor's and vendor's employees', agents' and subcontractors' vehicles parked on the University premises have proper parking permits. All vehicles must be registered with, and have parking permits purchased from FMU's Campus Safety Department properly displayed. The "Vendor" and vendor's employees, agents and subcontractors

shall observe all parking regulations. The failure to purchase parking permits, properly display them, and otherwise comply with all FMU's parking regulations could result in the ticketing and/or the towing of vendor's or vendor's employees', agents', and subcontractors' vehicles. For additional parking information, contact FMU's Campus Safety Department at (305) 626-3771.

4.8 Private HBCU Records Laws; Trade Secrets Certification.

As a private, HBCU body and corporation of the State of the Florida, FMU is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Private HBCU Records Law. This competitive solicitation is a private HBCU record. Any documents vendors submit to FMU in response to this competitive solicitation shall also become a private HBCU record, which will similarly be subject to the Florida Private HBCU Records Law. As required by law, FMU will respond to private HBCU record requests without providing vendors whose documents have been requested any notice.

Should vendors seek to assert trade secret protection for any document the "Vendor" submits in response to this competitive solicitation under Florida Statutes Section 688.002(4), Section 812.081(1) (c), Section 815.04(3), and/or Section 815.045, for each document that trade secret protection is claimed, "Vendor" must comply with the both of the following:

1. Segregate and separately label the document(s) claimed as trade secrets: documents produced electronically should be produced on separate CD or electronic media clearly-labeled "Trade Secret" on the physical media, as well as, in the title of the electronic folder or file; documents produced in hard copy should be separated and each clearly labeled "Trade Secret." Inserting the words "Confidential" and/or "Proprietary" to the front of or the footer of a document does not automatically entitle the document to be a trade secret under Florida law and thus is *insufficient* to comply with this requirement; and
2. Provide a sworn affidavit (form is Appendix VI) signed by a high-level officer of the "Vendor" to FMU's Purchasing & Procurement Services Department, certifying the following for each separate claimed trade secret document:
 - a. Identify with specificity the document(s) for which trade secrets protection is claimed;
 - b. Provide a description of the document sufficient to determine the application of the trade secret exemption; and
 - c. Explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) or Section 812.081(c) that render the document at issue a trade secret exempted from private HBCU records under applicable Florida law.

A vendor's failure to fully comply with the above and/or submit a sworn affidavit with its solicitation response is an affirmation acknowledgement by such "Vendor" that none of its documents are trade secrets.

If a "Vendor" properly complies and submits a sworn affidavit with its solicitation response and FMU later receives a private HBCU records request for a document or

information that is marked and certified with an affidavit to be a trade secret, we will provide the requestor a copy of the vendor's sworn affidavit. Any challenge to the affidavit and the application of the trade secret exemption shall be rebutted, if at all, only by the "Vendor"; FMU's only obligation will be to provide "Vendor" notice that such a challenge has been received. The notice shall serve as formal notice that such "Vendor" has thirty (30) calendar days following receipt of such notice from FMU to file an action with a court of competent jurisdiction seeking an order barring private HBCU disclosure of the document(s). If "Vendor" files an action within thirty (30) calendar days after receipt of notice of a challenge to its trade secret certification, FMU will not release the documents at issue pending the outcome of the legal action. The failure to file an action within thirty (30) calendar days constitutes a waiver of any claim of confidentiality, and FMU will release the document as requested.

4.9 Private HBCU Entity Crimes

In accordance with Florida Statutes §287.133(2)(a), a vendor who has been placed on the convicted vendor list following a conviction for a private HBCU entity crime may not submit a proposal, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any private HBCU entity, including FMU; and may not transact business with FMU in excess of the threshold amount provided in Section 287.017; Category two (2) for a period of 36 months from the date being placed on the convicted vendor list. By submitting a solicitation response, the "Vendor" is certifying that it is not on the convicted vendor list maintained by the Florida Department of Management Services, and the "Vendor" is also certifying that any subcontractor listed in vendor's solicitation response is not on the convicted vendor list.

4.10 Indemnification

The "Vendor" is responsible for its performance under the agreement. The "Vendor" will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, FMU and all of its officers, administrators, employees, students consultants and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of the "Vendor" or its officers, employees, agents, guests, patrons, licenses, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the FMU premises in performance of the agreement. This provision shall survive termination or expiration of the agreement

4.11 Waiver of Rights and Breaches

No right conferred on FMU 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 is in writing and signed by FMU. FMU's waiver of a right or breach shall not constitute a waiver or excuse of any other right or breach.

4.12 Hold Harmless

"The "Vendor" shall indemnify and save Florida Memorial University harmless from any claims

for damages resulting from any errors in the provision of services, fines which may result from the error, property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

4.13 Conflict of Interest

The award of this competitive solicitation is subject to the provisions of Florida Statutes Chapter 112 and FMU's policy stipulation. FMU shall not enter into purchasing agreements with or otherwise purchase goods or services from University faculty, staff or members of their immediate families (defined as wife, husband, live-in significant other, mother, father, daughter, son, sister, brother, step-parent, step-child or step-sibling). No employee, officer, or agent of the University shall participate in the selection, award, or administration of a contract or purchase, when he/she knows or has reason to know that he/she, his/her immediate family, partners or organization has a financial interest in the entity under consideration for such contract or he/she is negotiating or has any arrangements with regard to prospective employment with such entity.

"Vendor" must disclose in its solicitation response the name of any officer, director, or agent of the "Vendor" who is also an employee of FMU, or of the State of Florida or of any of its agencies.

Further, Vendor must disclose in its solicitation response the name of any FMU or State employee who owns, directly or indirectly, an interest of five (5%) or more of the Vendor's company or any of its affiliates or branches.

In addition, in accordance with Section 112.3185, Florida Statutes, by submitting a solicitation response, the Vendor 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 FMU employee who was or is directly or indirectly involved in any way in the drafting, evaluating, or awarding of this competitive solicitation.

Failure to disclose the required information or violation of Section 112.3185, Florida Statutes, shall be grounds for rejection of Vendor's solicitation response, cancellation of an intent to award, and/or cancellation of any Contract with the Vendor.

4.14 Covenant against Commissions, or Brokerage and Contingent Fees

By submitting a solicitation response, the "Vendor" warrants that the "Vendor" has not employed or retained any person or entity, other than a bona fide employee working solely for the Vendor, to solicit or secure any award or contract resulting from this competitive solicitation or to solicit or secure any other advantage related to this competitive solicitation. By signing a contract with FMU, the "Successful Vendor" warrants that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the "Successful Vendor", any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the contract. In the event of a breach or violation of this warranty by the "Successful Vendor", FMU has the right to annul any contract with such "Successful Vendor" resulting from this competitive solicitation, without liability, and to deduct from any amounts otherwise payable to "Vendor" under such contract the full amount of such fee, commission, percentage, gift, or other consideration, and to pursue any other remedy available to

FMU under such contract, at law or in equity.

4.15 Use of Agreement by Other Governmental Agencies

At the option of the “Vendor”, the use of any agreement resulting from this competitive solicitation may be extended to other governmental entities, including the State of Florida, its agencies, political subdivisions, counties, and cities, and any university in the state university system. Each such entity using such agreement shall do so independently of FMU and shall be solely responsible for its own purchases.

4.16 Disposition of Solicitation Responses

All solicitation responses become the property of FMU, and FMU 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, and any other material(s) submitted to FMU with the solicitation response will become a private HBCU document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. FMU’s selection or rejection of a solicitation response will not affect this exemption.

4.17 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 a contract resulting from this competitive solicitation; Vendor must provide proof of such to FMU as a condition of award of a contract.

4.18 Subcontractors

If “Vendor” contemplates the use of subcontractors, as a further condition of award of a contract, the “Vendor” must certify in writing that all of its subcontractors are appropriately licensed and are registered with the State of Florida in accordance with Florida Statutes Chapters 607 or 620, and such statement will include any subcontractors’ corporate charter numbers. For additional information on registering, vendors should contact the Florida Secretary of State’s Office.

The “Successful Vendor” is fully responsible for all work performed under the contract resulting from this competitive solicitation. The “Successful Vendor” may, with the prior written consent of FMU, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontracts shall be identified in the vendor's solicitation response. Vendor’s subcontracts shall not be implemented or effective until and unless approved in writing by FMU. No subcontract which the “Vendor” enters into related to the contract shall in any way relieve the “Vendor” of any responsibility for performance of its duties under the contract. The “Vendor” will fully notify any subcontractors of vendor’s responsibilities pursuant to the FMU contract in vendor’s subcontract(s) with a subcontractor(s) for work related to this competitive solicitation. “Vendor” is solely responsible for all payments to its subcontractors.

4.19 Small Business Minority Enterprise (SBME) Reporting

It is the FMU's policy (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, architectural and engineering services.

The University has set 25% as its goal for minority participation in contracts and purchases. The "Vendor" shall submit a plan showing how it will assist the University in achieving this goal through small/minority/woman/disadvantaged subcontractor participation or any other method.

Vendors are likewise encouraged to use the small, minority and disadvantaged business enterprises and to have a business diversity program in place. The "Successful Vendor" shall report all minority subcontractors, identifying the name, address, type of certification and dollar amount to FMU with each invoice submitted for payment.

For more information on becoming a State of Florida Certified Minority Business (CMBE), to request certification or to locate CMBEs, please contact the Office of Supplier Diversity, Department of Management Services at (850) 487-0915.

4.20 Equal Opportunity Statement

FMU believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination, and is committed to non-discrimination based on race, color, religion, sex, national origin, Veteran status, marital status, age or disability. The "Successful Vendor" will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, Veteran status, marital status, age or disability.

The "Successful Vendor" will comply with 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 regardless of value.

The "Successful Vendor" will comply with the Americans with Disabilities Act (ADA) of 1990, as revised.

If the "Vendor" anticipates receiving \$10,000 in orders during the first twelve (12) months of the Contract, Vendor's authorized representative must complete, sign and date a Certificate of Non-Segregated Facilities form and include the form in its solicitation response. The certificate is attached as **APPENDIX II**.

If the "Successful Vendor" anticipates receiving \$50,000 in orders during the first twelve (12) months of the contract, and employs more than 50 people, the "Successful Vendor" will complete and file prior to March 1st of each year a standard form 100 (EEO-1), and will maintain a written program for affirmative action compliance that is available for review upon FMU's request.

4.21 Vendor's Employment of Unauthorized Aliens

Employment of unauthorized aliens is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the "Successful Vendor" knowingly employs unauthorized aliens, such violation shall be cause for FMU's unilateral cancellation of the contract.

APPENDIX I

CONDITIONS AND REQUIREMENTS

SUPPLEMENTAL SOLICITATION RESPONSE SHEET

Those items in the following Sections of this competitive solicitation and the Sections of the Appendix V (Sample Agreement), must each be initialed under either YES to indicate that the Vendor understands and agrees to the entire Section or NO to indicate that the Vendor does not agree to the entire Section. Failure to complete and return this document with your solicitation response could result in rejection of your solicitation response. Vendors shall not check items as YES (understood and agreed to) for purposes of submitting a solicitation response with the hopes of later negotiating a change of those conditions and requirements. If a Vendor does not understand or agree with any of the conditions or requirements, the Vendor should check NO by the specific provision the Vendor is not in agreement with and provide proposed alternative language or an explanation as to why Vendor is not in agreement with the given provision. Vendor's failure to accept said conditions and requirements is grounds for FMU's rejection of Vendor's solicitation response.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
1.0	_____	_____	_____
1.1	_____	_____	_____
1.2	_____	_____	_____
1.3	_____	_____	_____
1.4	_____	_____	_____
1.5	_____	_____	_____
1.6	_____	_____	_____
1.7	_____	_____	_____
1.8	_____	_____	_____
1.9	_____	_____	_____
1.10	_____	_____	_____
1.11	_____	_____	_____
1.12	_____	_____	_____
1.13	_____	_____	_____
1.14	_____	_____	_____
1.15	_____	_____	_____
1.16	_____	_____	_____
1.17	_____	_____	_____
1.18	_____	_____	_____
1.19	_____	_____	_____
1.20	_____	_____	_____
1.21	_____	_____	_____
1.22	_____	_____	_____
1.23	_____	_____	_____
1.24	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
1.25	_____	_____	_____
1.26	_____	_____	_____
1.27	_____	_____	_____
1.28	_____	_____	_____
1.29	_____	_____	_____
1.30	_____	_____	_____
1.31	_____	_____	_____
1.32	_____	_____	_____
2.0	_____	_____	_____
2.1	_____	_____	_____
3.0	_____	_____	_____
3.1	_____	_____	_____
3.2	_____	_____	_____
3.3	_____	_____	_____
3.4	_____	_____	_____
4.0	_____	_____	_____
4.1	_____	_____	_____
4.2	_____	_____	_____
4.3	_____	_____	_____
4.4	_____	_____	_____
4.5	_____	_____	_____
4.6	_____	_____	_____
4.7	_____	_____	_____
4.8	_____	_____	_____
4.9	_____	_____	_____
4.10	_____	_____	_____
4.11	_____	_____	_____
4.12	_____	_____	_____
4.13	_____	_____	_____
4.14	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>VENDOR INITIAL</u>
4.15	_____	_____	_____
4.16	_____	_____	_____
4.17	_____	_____	_____
4.18	_____	_____	_____
4.19	_____	_____	_____
4.20	_____	_____	_____
4.21	_____	_____	_____

SECTION **YES** **NO** **VENDOR INITIAL**

(ENUMERATE TERMS AND CONDITIONS FROM APPENDIX IV - Sample Agreement)

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____
21.	_____	_____	_____

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____
certify to Florida Memorial 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 - 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 subcontractor for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

APPENDIX II

CERTIFICATE OF NON-SEGREGATED FACILITIES

SUBPART - VENDOR'S AGREEMENTS

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

- (1) The Vendor will not discriminate against any employee or applicant for employment because of face, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Vendor will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

VENDOR QUESTIONNAIRE

1. Vendor's Legal Name: _____

2. Principal Office Address: _____

3. Vendor's Official Representative(s)/Key Contact(s):
Name: _____
Title: _____
Phone Number: _____
Fax Number: _____
E-mail address: _____
Mailing address: _____
(Vendor to use additional pages, if necessary)

4. Circle one: Individual Partnership Corporation

5. If a Corporation:
Date of Incorporation: _____
State of Incorporation:* _____

6. If a Foreign Corporation:
Date of Registration with Florida Secretary of State: _____
Name of Resident Agent: _____
Address of Resident Agent: _____
President's Name: _____
Treasurer's Name: _____

7. If a Partnership:
Date of Organization: _____

* *NOTE:* If Vendor was not incorporated in the State of Florida, Vendor should be qualified to do business in Florida, and provide an original Certificate of Good Standing from the state of incorporation.

State of Organization: _____
Type of Partnership (General or Limited): _____

Name and address of each Partner (designate general partners in a Limited Partnership).
Attach a brief biographical summary for each.

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

8. Ownership. List the names of all officers and persons or organizations having a ten percent (10%) or greater ownership interest in the Vendor's company, and indicate which of those individuals listed are involved in the day-to-day management of the Vendor. Also, indicate if the Vendor is a subsidiary or part of an international business or conglomerate.

9. Experience.

Number of years of relevant experience in operating similar business _____
Number of years of relevant experience in higher education _____

10. Have any agreements held by Vendor similar to the one subject of this RFP ever been canceled or been declared in default? Yes No (If so, please provide details on a separate page.)

11. Has the Vendor or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No (If so, please provide details on a separate page.)

12. List any lawsuits pending or completed (including judgments, if applicable) involving Vendor or individuals with more than ten percent (10%) interest in Vendor. _____

13. Business References. Provide a minimum of three (3) active contracted accounts for which the Vendor has provided similar services of comparable size to the Contract.

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

E-mail address: _____

Mailing address: _____

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

E-mail address: _____

Mailing address: _____

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

E-mail address: _____

Mailing address: _____

(Vendor to use additional pages, if necessary)

“Vendor” understands that information contained in this Questionnaire will be relied upon by the Evaluation Committee in awarding the contract and such information is warranted by the “Vendor” to be true. The undersigned “Vendor” agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the “Vendor”, as may be requested by FMU.

IF INDIVIDUAL:

Signature

Print Name

IF PARTNERSHIP:

Print Name of Partnership

Address

By: General Partner

Print Name

IF CORPORATION:

Print Name of Corporation

Address

By: President

Attest

APPENDIX IV

SAMPLE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into on _____ (the “Effective Date”), by and between Florida Memorial University (“**FMU**”) and _____, a (state of incorporation and type of entity), whose address is _____, who is authorized to do business in the State of Florida (the “**Contractor**”).

RECITALS

WHEREAS, FMU requested solicitation responses for competitive solicitation to provide the following goods and/or services: _____ (the “Services”);

WHEREAS, the “Contractor” submitted a solicitation response to perform the Services (“Contractor’s Solicitation Response”), which was accepted by FMU.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Term.** This Agreement commences on the Effective Date and will continue for an initial term of ___() year (the “Initial Term”) and may be renewed in writing by the parties for ___() additional ___() year term(s) (each one year term referred to as the “Renewal Term”).

2. **Contract.** The “Contractor” will provide to FMU the Services pursuant to the terms and conditions described in the following: the Competitive Solicitation (including Addendum 1), attached hereto as Exhibit I and incorporated herein by reference; the vendor’s solicitation response, attached hereto as Exhibit II and incorporated herein by reference; and the contractor’s best and final Offer, attached hereto as Exhibit III and incorporated herein by reference. (The “Contractor” is also referred to as “Vendor” and “Successful Vendor” in Exhibits I, II and III). In the event of conflict between or among terms and conditions contained in the foregoing documents with regards to the Services, such documents shall govern in the following order of precedence: first, this Agreement; second, Exhibit I (the Competitive Solicitation), including Addendum 1); third, Exhibit III (the Contractor’s Best and Final Offer); and fourth, Exhibit II (the Contractor’s Solicitation Response).

3. **Payment.** The “Contractor” shall provide the Services to FMU pursuant to the agreed upon pricing model. The “Contractor” shall submit invoices for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. FMU will make payment in accordance with FMU Regulations. The invoice is not considered past due unless it is not paid within forty (30) days of receipt of a proper invoice and receipt and inspection and approval of the goods and services. A Vendor Ombudsman has been established within the Office of Finance & Administration. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment from FMU. The Vendor Ombudsman may be contacted at (305) 626-3600.

The “Contractor” shall cooperate with FMU and provide specific records and/or access to all of the contractor’s records related to the Agreement for purposes of conducting an audit or investigation. FMU will provide “Contractor” with reasonable notice of the need for such records or access.

4. **Assignment/Modification of Agreement.** This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by both parties. The Agreement shall be binding upon the parties’ successors and assigns.

5. **Sovereign Immunity.** Nothing in this Agreement shall be construed as an indemnification of the “Contractor” by FMU or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

6. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Florida and exclusive venue of any actions arising out of this Agreement shall be in the courts in Miami-Dade County, Florida.

7. **Relationship of the Parties.** The “Contractor” is an independent contractor, and neither the “Contractor” nor the Contractor’s employees, agents, or other representatives shall be considered FMU’s employees or agents. The “Contractor” shall not use FMU’s name, trademarks, logos, or marks without FMU’s prior written approval. The Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. The “Contractor” also assumes such risk with respect to the willful or negligent acts or omissions of the contractor’s subcontractors or persons otherwise acting or engaged to act at the instance of the “Contractor” in furtherance of the “Contractor” fulfilling the contractor’s obligations under the Agreement. FMU shall have the right to hire Contractor’s employees who have performed services under this Contract at its own discretion and at its own cost, at the conclusion of this Contract no penalty or cost to be paid to the Contractor.

8. **Compliance with Private HBCU Records Law.** FMU is subject to applicable private HBCU records laws as provided by provisions of Florida Statutes Chapter 119, and FMU will respond to such private HBCU records request without any duty to give the “Contractor” prior notice. FMU may unilaterally cancel this agreement for contractor’s refusal to allow private HBCU access to all private HBCU records that were made or received in conjunction with this agreement. This provision shall survive termination or expiration of the agreement.

9. **Compliance with Laws.** In the performance of this agreement, the contractor shall, at its own expense, at all times during the Term, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements, including FMU regulations, policies and procedures. The “Contractor” acknowledges and agrees that the “Contractor” has and will at all times during the term maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under this agreement.

10. **Annual Appropriations.** FMU's performance and obligation to pay under the agreement is subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. FMU will give notice to the "Contractor" of the non-availability of funds when FMU has knowledge thereof. Upon receipt of such notice by the "Contractor", "Contractor" is entitled to payment only for those services performed and accepted by FMU prior to the date such notice is received.

11. **Taxes.** FMU is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The contractor shall pay all personal property taxes on leased equipment and all taxes based upon net income.

12. **Travel Expenses.** "Contractor" shall not charge FMU for any travel expenses, meals, and lodging unless otherwise provided in this Agreement and FMU's prior written approval of the expenses has been obtained. Under such circumstances, the "Contractor" is authorized to incur the agreed to travel expenses which will be payable by FMU, but only to the extent permitted in Florida Statutes § 112.061 and FMU University Travel Policy1.2023. Contractor is responsible for any expenses in excess of these prescribed amounts.

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

14. **Indemnification.** The "Contractor" is responsible for its performance under the agreement. The "Contractor" will indemnify and hold harmless, assume liability for and defend, the State of Florida, the Florida Board of Governors, FMU and their officers, employees, and agents, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which may arise in any manner or are alleged to have arisen, from the acts, omissions or wrongful conduct of the "Contractor" or contractor's officers, employees, agents, guests, patrons, licensees, invitees or subcontractors in connection with or related to their operations, activities, and/or occupancy or use of the FMU premises in performance of the agreement. This provision shall survive termination or expiration of the agreement.

15. **Trademark or Copyright Infringement.** "Contractor" will, at its expense, defend any suit brought against FMU and will indemnify FMU against an award of damages and costs made against FMU by settlement or final judgment of a court that is based on a claim that the use of the contractor's product infringes a trademark or copyright of a third party; provided that FMU notifies Contractor in writing of the suit or any claim of infringement within thirty (30) days after receiving notice thereof, and further provided that "Contractor" is permitted to control the defense in any litigation or settlement of the suit. FMU will provide reasonable cooperation in the defense

of the suit at Contractor's expense. Such defense and indemnity shall survive termination or expiration of the agreement.

16. **Confidentiality of Information.** The "Contractor" acknowledges and agrees that (a) all documents, studies, materials and information furnished to the Contractor by FMU or FMU's affiliates in connection with this agreement and (b) all reports, studies, plans, deliverables, strategies, materials and other documents and information developed or prepared for FMU in connection with this agreement or which reflect any of the documents, studies, materials or information furnished to the "Contractor" by FMU (the materials described in (a) and (b) are collectively referred to as the "Information") are and shall remain at all times confidential, proprietary, and the sole property of FMU. The "Contractor" agrees that it shall not use the information and will not share the information with its employees, except as necessary to the contractor's performance under this agreement, and the "Contractor" shall at all times comply with all state and federal laws governing the use and/or safe-keeping of confidential and/or personally identifiable information. The "Contractor" shall not disclose information to third parties unless it obtains FMU's written consent to such disclosure.

In the event the "Contractor" required by subpoena or other judicial or administrative process or by law to disclose such records, the "Contractor" shall (i) provide FMU with prompt notice thereof; (ii) consult with FMU on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information, which may include but is not be limited, to Florida Private HBCU Records laws, FERPA, the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003); and (v) reasonably cooperate with FMU in any attempt that FMU may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. Upon termination of this agreement or upon request by FMU, the "Contractor" shall promptly return the Information to FMU. Notwithstanding the foregoing, if FMU will share or provide access to protected health information or "PHI" to FMU for the "Contractor" to perform this agreement, FMU and the "Contractor" will enter into a separate business associate agreement which will govern the confidentiality and non-use obligations of the agreement regarding the PHI (in lieu of this provision). This provision shall survive the termination or expiration of this agreement.

17. **Lobbying.** "Contractor" is prohibited from using funds provided under this agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

18. **Termination with Cause.** Either party may terminate this agreement for cause. For purposes of this Agreement, "cause" shall mean the failure by either party to: (i) provide the goods or perform the services within the time specified in this Agreement; or (ii) adhere to any terms of this Agreement.

19. **Termination without Cause.** FMU may terminate this Agreement by giving "Contractor" thirty (30) days prior written notice of termination. FMU shall only be liable for

payment of goods received and/or services rendered and accepted by FMU prior to the effective date of termination.

20. **Notice.** Any notices required under this Agreement shall be sent via U.S. Mail, return receipt requested, to the parties at the following addresses:

Notices to Contractor:

Notices to FMU:

Florida Memorial University
Purchasing & Procurement Services
15800 NW 42nd Avenue
Miami Gardens, Florida 33054

With copy to:

Florida Memorial University
Office of Finance and Administration
15800 NW 42nd Avenue
Miami Gardens, FL 33054

No counterparts; facsimile signatures allowed. This agreement may not be executed in counterparts. The agreement, along with any and all exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimile signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

21. **Clarifications/negotiated points (if any) are:** None.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE CONTRACTOR:

BY:

NAME & TITLE:

DATE:

FOR FMU:

FLORIDA MEMORIAL UNIVERSITY

BY:

NAME & TITLE:

DATE:

APPROVED AS TO FORM AND LEGALITY

BY: _____
FMU Attorney

DATE:

APPENDIX V

AFFIDAVIT OF TRADE SECRET CERTIFICATION

STATE OF _____

COUNTY OF _____

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of eighteen and am a resident of the State of _____. I have personal knowledge of the facts herein, and, if called as a witness, could testify competently thereto.
2. I am the _____ (position) of _____ (name of corporate entity), a _____ (state) _____ (type of corporate entity), whose principal address is _____.
3. [I consider/My company considers] the information contained in the document(s) entitled _____ (provide description of the information) marked as Exhibit_ (comprised of a total of_ pages) a trade secret under applicable law for the following reasons: *(Explain in detail the specific element(s) or provision(s) of Florida Statutes that render the document(s) at issue a trade secret.*
4. [I have/My company has] taken measures to prevent the disclosure of the information contained in Exhibit_____to anyone other than those who have been selected to have access for limited purposes, and [I intend/my company intends] to continue to take such measures.
5. [I consider/My company considers] the information contained in Exhibit___ to have value and provides an advantage or an opportunity to obtain an advantage over those who do not know or use it.
6. All of information in Exhibit contained is not, and has not been, reasonably obtainable without [my/our] consent by other persons by use of legitimate means.
7. All of information in Exhibit_____is not publicly available elsewhere.
8. I am the person for_____to contact in the event a challenge to any information contained in this Affidavit is received.

Executed on this _____ day of _____ in _____ County,
_____ (State).

Affiant- Full Name: _____

Address: _____

Telephone: _____

E-mail: _____

Affiant Signature: _____

STATE OF _____

COUNTY OF _____

Sworn to or affirmed and signed before me on _____ (date)
by _____ (Affiant).

NOTARY PUBLIC

Personally Known

Produced identification (Type of ID)

Exhibit I

**Florida Memorial University
Request for Proposal
External Audit Services**

**Competitive Solicitation Cover Sheet
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 THE SOLICITATION RESPONSE BEING DEEMED AS NON-RESPONSIVE.

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

Please check all that apply:

- Sign and Attach All Addenda(um), to your response prior to submission
- Certificate of Insurance
- Appendix I
- Appendix II
- Appendix III
- Appendix V
- Exhibit I
- Exhibit II

Exhibit II

COMPETITIVE SOLICITATION DOCUMENT

SUBMIT RESPONSE TO:

**Florida Memorial University
ATTN: Ms. April Richards, Coordinator
Purchasing & Procurement Services
Purchasing Department
Puryear Administration Building
15800 NW 42nd Avenue
Miami Gardens, FL 33054
Phone: (305) 626-3652**

Response Opening (Date and Time): 04/5/2019 at 3:00pm	Solicitation Title: External Audit Services
AUTHORIZED FMU REPRESENTATIVE	April Richards, Coordinator Purchasing Procurement Services
VENDOR'S LEGAL NAME	
VENDOR'S MAILING ADDRESS	
VENDOR WEB ADDRESS	
VENDOR EMAIL ADDRESS	
VENDOR TELEPHONE NUMBER	
VENDOR TOLL FREE NUMBER	
VENDOR FACSIMILE	

By signing this document, I certify that this solicitation response is made without prior understanding, agreement, or connection with any corporation firm or person submitting a response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this competitive solicitation and certify that I am authorized to sign this solicitation response for the "Vendor" and that the "Vendor" is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

AUTHORIZED SIGNATURE (MANUAL)

PRINT NAME AND TITLE

DATE SIGNED