



**FLORIDA MEMORIAL UNIVERSITY
REQUEST FOR PROPOSALS
COMPETITIVE SOLICITATION COVER SHEET
FOR
FLIGHT TRAINING PROVIDER**

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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 firms to enable Florida Memorial University (FMU) to enter into an agreement with a Vendor to provide Flight Training to Aviation Students. The Selected Proposer(s) shall enhance service efficiency, minimize cost and risk ensuring the highest level of flight training in Private, Instrument, Commercial, Multi-Engine, Certified Flight Instructor and Certified Flight Instructor with Instrument in accordance with FAR Part 141.

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 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
May 28, 2021	Competitive solicitation advertised and released.
June 28, 2021	Last Day for FMU to receive communications and/or inquiries from vendors regarding the competitive solicitation via email to Authorized FMU Representative,
July 2, 2021	FMU will respond to inquiries and requests for clarifications by posting an addendum on the Website.
July 21, 2021	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, and will provide advance notice of any pre-proposal meetings and evaluation committee meetings related to this competitive solicitation 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 24 months, with 12 months options for additional term. The pricing for the initial contract period must be fixed for the initial contract period; the renewal pricing for the additional month 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 thirty (30) days from the approval date by the University.

Vendor Information

1.4.1.1 Vendor Information, Experience and Safety Record

In an effort to assess your 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 processing center relocations. Include the length of time that the company has provided flight training services. 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 and/or the State of Florida. All the pertinent and applicable licenses; safety and health inspection documents; and mechanical or operational maintenance credentials must be made available to the designated representative(s) from the FMU Administration Department prior to commencement of operations at FMU, and as subsequently requested by FMU from time-to-time in writing 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 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 aircraft rental fees (all fleet); certified instructor fees (per hour); check rides; testing fees (written, oral and practical); management fees; hanger/tarmac fees; fuel with surcharges if any; maintenance (scheduled and unscheduled) within this proposal. Identify pricing for different levels of service or packages students may select – Exhibit 1.

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

1.7 Software, Technology and Billing

1.7.1 Vendor’s ability to provide a web-based software solution (including all licenses and available upgrades) to manage aircraft and flight training including but not limited scheduling, usage and cost.

Vendor shall include detailed information regarding the following in its Proposal under Tab **6**.

NOTE: VENDOR WILL INCLUDE SCREEN SHOTS OF ITS PROPOSED SOFTWARE

ALONG WITH ITS PROPOSAL.

1.8 Financial Contribution

1.8.1 “Vendor” shall include detailed information regarding contributions/rebates to the FMU Controller’s Office towards administrative costs

1.8.2 “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 University Facilities (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 7.

1.9 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).

1.10 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.

1.11 Communications

The “Successful Vendor” will advise the FMU Finance and Administration Department staff in writing of any property damage, theft, or any safety hazard immediately upon discovery. The “FMU Finance and Administration Department staff” will in turn contact the appropriate departments, such as FMU Aviation & Safety Department, to inform them of the issues.

If applicable, the “Successful Vendor” will notify the “FMU Finance and Administration Department staff” in writing of any employee, student, equipment and/or critically adverse safety and health violations or inspection, immediately upon discovery. The “Successful Vendor” will also advise how it will take action to correct these problems in a written action plan to be forwarded to the “FMU Finance and Administration Department staff” and the “Aviation & Safety Department” within twenty-four (24) hours (or sooner, if necessary); and discuss all pertinent issues, solutions and time constraints involved with “FMU Finance and Administration Department staff” and the “Aviation & Safety Department”.

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” and the “Aviation & Safety Department”. 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.

1.12 Review Meetings

The “Successful Vendor” will meet with the “FMU Aviation & Safety Department” face-to-face, on a monthly basis, to discuss business operations with 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.

1.13 Additional Services

Any equipment and/or 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” and the “Aviation & Safety Department”.

1.14 Changes to Services

Any changes to the business operations for FMU must be pre-approved, in writing, by the “FMU Finance and Administration/Aviation 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.

1.15 Survey of Customer Satisfaction

“Vendor” shall assess customer satisfaction of FMU flight students on at least a semester basis. “Successful Vendor” will provide FMU with a form and process for this assessment, along with a summary of the survey findings.

1.16 Health and Safety

“Successful Vendor” shall comply with the Occupational Safety and Health Act (OSH ACT) of 1970, Florida Department of Labor and Employment Security Standards or the applicable regulations promulgated under these laws. “Successful Vendor” shall take reasonable and proper care and shall use and maintain facilities and equipment under its care, custody and control in a reasonable manner which shall not cause violation of these laws or their applicable regulations, including reporting and record keeping requirements.

“Successful Vendor” shall comply and confirm to all applicable fire and safety laws, regulations, ordinances, code requirements, as well as, the University’s own policies, procedures and regulations.

1.17 Illegal Acts

“Successful Vendor” shall be responsible for acts of theft and other illegal acts committed by its own employees and any financial loss shall not affect any payments to the University.

1.18 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 or off 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.

1.19 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.
- 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, Customer Service and Safety Record (See Section 1.5).
- Tab 5 -** Information relating to Rates (See Section 1.6) – Exhibit 1.
- Tab 6 -** Information relating to Software, Technology and Billing (See Section 1.7).
- Tab 7 -** Information relating to Financial Contribution (See Section 1.8).
- Tab 8 -** 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 9 -** 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 10 -** Certificate of Non-Segregated Facilities completed, signed and dated - Appendix II.
- Tab 11 -** 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 12 -** Insurance - letter or certificate from vendor’s insurer.
- Tab 13 -** Disclosures regarding: (a) Vendor employees having employment relationship with FMU and/or (b) any FMU employee(s) owning an interest of 5% or more of vendor’s company or its affiliates or branches.
- Tab 14 -** Additional information requested in the competitive solicitation and/or addenda, if applicable.
- Tab 15 -** Additional pertinent information “Vendor” would like to provide.

1.20 Evaluation Points

The evaluation criteria and points are provided below.

Table A –

Criteria	Max Points
Vendor Experience, Qualifications and Provisions of Service	70
Account Management, Customer Service and Safety Record	15
Rates	5
Software, Technology and Billing	5
Financial Contribution	5
Evaluation of Solicitation Responses Point Total	100

1.20.1 Vendor Experience, Qualifications and Provisions of Service

Information relating to the vendor’s experience and qualifications, as provided in Tab

3 of the vendor's proposal.

1.20.2 Account Management, Customer Service and Safety Record

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

1.20.3 Rates

Information relating to the vendor's proposed rates for flight training services as proposed in Tab 5 of the vendor's proposal.

1.20.4 Software and Technology

Information relating to the vendor's proposed Web-based software solution to manage the flight training as proposed in Tab 6 of the vendor's proposal.

1.20.5 Financial Contribution

Information relating to the vendor's proposed financial contribution to be made to FMU, as proposed in Tab 7 of the vendor's proposal.

1.21 Definitions

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

“**Assistant or Chief Instructor**” means the individual or individuals who are responsible for the flight training program at the vendor sight.

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

“**Aviation Representative**” means the representative assigned from the aviation and safety department at FMU that oversees either the flight program or the department chair.

“**Contract**” means the formal 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.

“**Examining Authority**” means the agency or individual authorized to perform examinations, evaluate and award certificates, licenses or ratings.

“**Flight Program**” means the college Bachelor of Science degree in aeronautical science with a concentration in flight education and its associated requirements to complete flight training to acquire certificates and ratings.

“**Instrument Flight Rules or IFR**” means rules and regulations established by the FAA to govern flight under conditions in which flight by outside visual reference is not safe. IFR flight depends upon flying by reference to instruments.

“**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.

“**Stage and End of Course Examinations**” means the evaluation of proficiency of a student’s abilities to fly and airplane and different stages or before acquiring a certificate or rating.

“**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.

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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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 1.23) 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 will 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 1.22, 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 a PC compatible disk or external thumb drive, preferably in pdf format.

1.27 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.

1.28 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 discouraged). 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.

1.29 Solicitation Responses Must be Typed

Vendor's solicitation response must be typed.

1.30 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.

1.31 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.

1.32 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.

1.33 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. Solicitation Response Validity Period

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

1.34 Solicitation Response Opening

After 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 Requirement and Services to Be Provided

The selected Vendor 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 Vendor shall provide all items required to perform the work service including adequate equipment, materials and supplies.

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:

- Compliance with Federal Aviation Administration regulation FAR, 14CFR141.
 - Private Pilot
 - Instrument rating
 - Commercial Pilot
 - Multi-Engine/Multi-Engine Instrument
 - Certified Flight Instructor/CFII
- Maintain adequate insurance to protect equipment, students and the University.
- Operate sufficient aircraft to support demand of flight students.
- Have adequate number of certified flight instructors to support the number of FMU flight students.
- Have appropriate maintenance scheduling to keep aircraft in a safe flying condition.
- Veteran's Assistance approved for flight training.
- Have or obtain partnerships with airlines or other operators providing career paths for graduates.

2.1.2 Specific Requirements

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

2.1.2.1 PROVISION OF SERVICE: The Vendor shall use its best efforts, skills and abilities to perform, or cause all others employed or retained by it (including, without limitation, the Instructors) to perform the following services (collectively, the "Services") in accordance with the standards of care, diligence and professional skill consistent with recognized aviation industry practices, which Services shall comply with, satisfy and be subject to all applicable federal, state, county and local statutes, codes, laws, rules, regulations, ordinances, orders and standards (collectively, the "Applicable Laws"), including, without limitation, the applicable FAA rules and regulations.

2.1.2.2. LOCATION OF FLIGHT TRAINING ACTIVITIES: Vendor agrees to conduct all Flight Training activities at or from Opa-Locka Airport and/or North Perry Airport ("Designated Airport"). However, it is understood that training may occasionally include other airports as necessary to complete specific learning objectives required for a

certificate or rating, or from Vendor home base utilizing the same curriculum. Every effort will be made to safeguard FMU facilities, reporting any irregularity immediately to a University Representative.

2.1.2.3. CERTIFIED FLIGHT INSTRUCTORS: The Vendor shall provide a sufficient number of Instructors and Aircraft to enable completion of the specific type of Flight Training for each Student in accordance with the Flight Courses within the said term. Prospective flight training provider may consider retaining current flight school personnel. All Flight Training provided by the Vendor shall be in compliance with Part 141 of the Federal Aviation Administration Regulations (“FAR”), 14 CFR141, or any successor provision thereto, as well as the Florida Memorial University Aviation Policy and Procedures. It is understood there may be occasions where FAR Part 61 training may be conducted. Vendor agrees to provide an adequate number of flight instructors, no fewer than 1 instructor for a maximum of 9 (nine) students, and aircraft during each term to enable completion of the flight training curriculum (“Flight Training”) by each student by the end of the said term.

A student will have a choice of instructors when such request can be reasonably accommodated. Students enrolled in the pilot program and training at the Vendor’s home base will also be accommodated as stated and confirmed to ensure adequate flight activity to complete a course within a semester. All Flight Training will be in accordance with FAA requirements for licensure/certification. Vendor shall have the exclusive authority to hire, train, supervise, and terminate the employment of all persons engaged to provide Flight Training.

All Flight Training Instructors hired or otherwise engaged by Vendor for the Flight Program will possess the appropriate flight instructor certificate and ratings and will meet FAR Part 141 requirements for instruction. Vendor shall maintain not fewer than one (1) flight instructor for each nine (9) students enrolled in the Flight Program. FMU acknowledges that the process of locating, investigating, qualifying and hiring instructors involves economic factors beyond Vendor’s control (e.g., the local general labor market, the national, state and local economies, the airline industry, and the flight instructor labor market) which may prevent Vendor from hiring new instructors within a short period of time, though they shall make every effort to do so.

In the event, therefore, that at any time or times during the contract term the Vendor has fewer than one (1) flight instructor available for each nine (9) students enrolled in the Flight Program, Vendor shall give the University Representative prompt written notice thereof and Vendor shall then have not more than ten (10) days to hire or otherwise engage the requisite number of flight instructors in relation to the number of students enrolled and accommodate any student who has fallen behind due to missed training sessions resulting from lack of instructor availability. During periods of a shortfall in the instructor to student ratio which cannot be readily remedied, Vendor shall submit a weekly report to FMU describing their weekly efforts to alleviate the shortfall as well as what is planned for the following week. This information should come from the highest level of the Vendor’s company to ensure their awareness of the problem.

FMU shall have the right to require Vendor to cease using a flight instructor in the Flight Program, but such right shall be exercised only for good cause, and only after consultation with Vendor. Nothing herein contained shall be deemed to authorize the University to require Vendor to discipline or terminate the employment of any of its instructors, however, the University, with good cause, may prohibit an instructor from instructing FMU students. FMU reserves the right to make decisions regarding its students such as program status and grades based upon Assistant and/or Chief Instructor reports.

2.1.2.4 FLIGHT TRAINING SCHEDULES & ADMINISTRATION OF COURSES: The Flight Training course syllabi provided by the Vendor shall be in accordance with the course descriptions furnished by the University Aviation Representative and shall be coordinated and approved by such person, which approval is in no way intended to be construed as an approval that a particular student has or will achieve a certain level of competence in flight training at a particular date, such determination being left solely to the individual instructors.

The parties acknowledge that flying is a skill which some students never master; neither the University nor Vendor will act to guarantee that any student will receive an FAA license/certification after completing the Flight Program. However, it is understood students should have a reasonable expectation flight training activities will occur as scheduled unless adequate prior notification is given.

Training schedule is based upon student availability presented at the beginning of each term whereby Vendor sets a hard/fixed schedule consisting of a minimum of 3 training activities per week during a Semester Term to include weekends and holidays (based upon student's submitted availability schedule for actual flight training).

In addition, 2 additional training slots are recommended for students to accelerate training, or provide additional proficiency, and weather, or maintenance make-up opportunities. Vendor acknowledges students are eligible to take FMU recognized holidays off from regular training with adequate prior notice given to the Vendor. It is understood unforeseen circumstances may occur. However, student obligation is limited to the agreed upon semester schedule and not all open times presented in a student's initial flight block availability without prior notification and agreement. Vendor is authorized to charge a pre-designated fee to students' accounts for verified student "no-shows" as defined by the Vendor and agreed upon by the University Representative.

Additional training slots may be arranged on a one-by-one basis as established between student and instructor.

Students have a reasonable expectation to continue work with the same instructor throughout a given semester without interruption in training. Should a situation arise where the instructor will not be available, Vendor shall be responsible to ensure no disruption to a student's schedule occurs. However, every effort will be made to ensure instructors meet a student's full semester commitment without lapses.

Students have a reasonable expectation to move through flight training lessons without undo repetition. Once a lesson is satisfactorily completed, student moves on to the next lesson even if it is a Stage or End of Course Exam. Vendor shall schedule Stage and End of Course checks in a timely manner within a student's regular flight block schedule without undue delay. Vendor is encouraged to obtain Examining Authority and/or coordinate FAA check rides in a timely manner so not to delay degree progress.

Vendor shall make every effort to avoid rescheduling or "bumping" a student's lesson block, plane, or instructor, and accommodate said student if such inconvenience should occur. Vendor shall have an adequate number of instructors and equipment so training interruption does not occur. If such an event should occur, the University Aviation Representative shall be notified immediately. Vendor will immediately notify University Aviation Representative of any training concerns noted for a student and discuss a resolution strategy of such concerns with University Representative.

Vendor agrees to have a dispatcher on duty any time an aircraft with an FMU student is on a flight.

Vendor shall notify the University Aviation Representative of each flight student's course progress to include lessons completed with lesson number(s), attendance, training disruptions due to weather, maintenance, or unforeseen causes, along with noted comments through regular weekly written reports and meetings.

Vendor will make accommodations for properly enrolled flight students to observe (back seat) flights as deemed appropriate to enhance student learning. It is encouraged that these observations be mandatory. Observations can be built into the curriculum for a set number of hours per term related to student need and responsibility. However, such observations will only be conducted after appropriate safety considerations are verified.

Vendor shall permit the University to administer "Student Opinion and Evaluation of Instructor" and program surveys during each semester. Summaries of the surveys will be provided to the Vendor.

Vendor agrees to seek-out and provide several career path opportunities for Flight Program graduates, one of which could be a flight instructor position with the Vendor. Although no job guarantee is implied, Vendor will make every effort to place qualified graduates.

The Vendor awarded any resulting agreement(s) shall maintain a flight progress folder, including the number of each student's dual and solo flying hours completed along with course progress/lesson information to include AATD and FTD/RTD information as appropriate. Vendor is encouraged to incorporate the flight simulator lab to complement flight training curriculum to the extent allowed by FAA Rules and Regulations. The simulator hours awarded toward flight training shall be rigorous and pertaining to safety, emergency and inclement weather procedures.

The Vendor agrees to comply with all applicable regulation and procedures established by the Veterans Administration for approving aviation training programs. If the Vendor is not currently approved by the VA to accept flight training cost through VA or GI Bill benefits, the Contract will seek approval immediately upon receiving the contract. Failure to be VA approved is cause for cancellation of the contract.

The Vendor agrees that it will not assign either its duties or rights under this agreement to any other person or corporation.

2.1.2.5 COURSE OUTLINE, CONTENT AND CURRICULUM CONTROL: The Vendor shall provide airline oriented training for each student with all information as set forth in FAR Part 141, a course syllabus, including hourly lesson plans for flight training device lessons, for each flight course offered on behalf of FMU. FMU will supply tutorial reference materials on request to be maintained by the Vendor to supplement student training. Such materials will be replaced by the Vendor at their expense should materials be lost or destroyed.

Vendor will promptly advise the University of all requirements of the FAA which may reasonably be deemed to affect the Flight Program, including FAA rules and regulations, if any, affecting curriculum, student services and admissions. Vendor shall provide all counseling, if any, that may be required by FAA rules and regulations in connection with Flight Training and shall advise and include University Representative in such counseling events.

FMU will have control of all aspects of the design, delivery, and educational outcome of the ground portion of the pilot program and Vendor will be responsible for determining that the curriculum designed for the flight portion meets all applicable rules, regulations, statutes, and laws promulgated by the governmental agencies, accrediting bodies, and other appropriate entities with respect to the awarding of the flight degree, except that Vendor shall be responsible for advising FMU of all FAA regulations that may affect the curriculum and for ensuring that pilot training complies with all applicable FAA regulations and qualifies the students enrolled in it to obtain certain licenses/certifications upon successful completion of the Flight Program. The curriculum taught by the Vendor through an Agreement shall be authorized by the FAA for private pilot certificate, instrument rating, commercial certificate, multi-engine rating, flight instructor certificate and flight instructor instrument.

Any material changes to the curriculum will require the notification of both parties. Consent will not be unreasonably withheld and provided that no such modification may impede safety or regulatory notification to the University, changes may be made in the flight curriculum as is reasonably judged necessary in order to cause the curriculum to comply with any applicable FAA requirements. The parties agree that any changes made by the Vendor, in order to comply with such requirements, shall be sent to the University prior to implementation of such changes.

Ground and flight-related courses, must be authorized by the University Representative prior to the commencement of each course. Vendor agrees to establish its flight training

program to match FMU's ground school and/or curriculum recommendations. The University shall work with Vendor to ensure student success through coordination of flight curriculum (Training Course Outline - TCO) with the classroom, or "Ground School" curriculum. Ground School classes shall be conducted by FMU instructors. Changes in flight curriculum will be provided to the University Representative in writing within a reasonable amount of advance notice, as, dependent on the scope and depth of the changes, curriculum modifications can be very disruptive to student progress. Therefore, the following guidelines are set forth:

- a. Minor Curriculum Modifications (will marginally disrupt student training): 30-45 days
- b. Moderate Curriculum Modifications (will significantly disrupt student training): 45-90 days
- c. Substantial Curriculum Modifications (a major disruption in student training): One Full Academic Term (120 Days)

FMU shall be included in all curriculum decision-making processes. FMU will provide sufficient classroom space to accommodate all students enrolled in each class in the Flight Program during the class times specified in the Curriculum.

2.1.2.6 VENDOR PERFORMANCE: Examining Authority considered a plus. The Vendor will ensure that each student has had a complete briefing with a University representative of FMU, Aviation Department PRIOR to initiating any flight or flight-related curriculum. The Vendor will determine that the student is scheduling lessons frequently enough to reasonably expect completion of the course by the end of the corresponding semester. The Vendor will provide the University with regular written weekly reports regarding each student's training status and a list of any students who fail to complete the flying hours of any particular course by the last day of the Term. Flight time will be calculated according to FAR, Part 1, Section 1.1.

Vendor must have a relationship with aviation industry partners to refer FMU aviation graduates for positions of employment and opportunities in their organizations. The relationship should include agreements and understanding that identifies the training and level of proficiency required for student referral that will meet aviation partner requirement. Additionally, the training must be of such quality that the aviation partner is assured of a pipeline for well qualified graduates.

The Vendor will work closely with the University in the identification and selection of graduates to be placed in the referral pool. Industry partners are identified as, airlines, business aircraft operators, charter flight operators, flight training schools requiring Certified Flight Instructors (CFI) and others that require a consistent pipeline of trained and qualified pilots and personnel.

2.1.2.7 SAFETY: A key component of any aviation endeavor is safety. The Vendor shall implement a companywide Safety Management System (SMS), or the major components thereof such as incident reporting and regular review with feedback to pilots, curriculum

development, weekly dissemination to all, and if appropriate, action. Such a system will facilitate incidence reporting, dissemination of information and recognition of trends affecting safety.

An Internal Evaluation Plan including Safety Attributes and Performance Inspections will be incorporated measuring, along with many other areas, student and instructor success. This could be with ongoing inspections and evaluations designated by calendar date for a review of specific training outcomes. Or, as an alternative, provide SMS guidance and oversight incorporating students to implement these programs as a development tool. This would be at little to no cost to the Vendor and a great benefit to students. Should the Vendor choose this method, it will be with a timeline as well as regular progress reporting to FMU.

Additionally, the Vendor is encouraged to develop a compliance document stating how they comply with each applicable regulation and where, by manual, chapter, and page, in their operations manual, standardization manual, or curriculum compliance is thus stated.

2.1.2.8 INSTRUCTORS: At least 10 days prior to the commencement of the Flight Training courses for each University semester, the Vendor shall submit to the Aviation Representative a list of all the Instructors which the Vendor proposes to use in the performance of this Agreement with a list of the approved courses they will teach. The Vendor agrees and shall ensure that the Instructors used to provide Flight Training hereunder will:

- a. Hold a current and valid FAA Flight Instructor's Certificate for Airplane and appropriate ratings as required and all other required qualifications listed herein, and
- b. Have a superior safety record verifiable by the FAA.
- c. Have completed a standardization flight check within the preceding twelve month period by the Vendor's chief pilot or other qualified person (Para. 141.79, Part 141 of FAR).
- d. Be a full-time or approved part time flight training employee with the Vendor.
- e. Be of good experience, knowledge, ability, and moral character.
- f. Be approved by the University Representative.

Within five days of the receipt of the Vendor's list of the Instructors, the University's Aviation Representative shall reply as to whether he/she has any reasonable objections to the Instructors proposed to be used by the Vendor. Vendor shall give due consideration to any such objections. Any Vendor instructor added to the list after the initial review has been made shall be subject to review by the Aviation Representative in accordance with the preceding provision. The Aviation Representative shall also have the right to request

that the Vendor remove an Instructor from the provisions of Flight Training hereunder should such Representative reasonably believe there is just cause to do so.

The Vendor acknowledges and agrees, however, that under no circumstances will the University or its representative's review or request for removal hereunder be construed as a waiver of any of Vendor's duties and obligations, or of FMU's rights against the Vendor, under this Agreement.

2.1.2.9 CHIEF FLIGHT INSTRUCTOR PILOT: The Vendor shall designate a chief flight instructor pilot, or assistant chief flight instructor pilot who shall at a minimum have the qualifications required by the FAA under Part 141 of the Federal Aviation Regulations to hold such a position (the "Chief Pilot"). The Chief Pilot shall coordinate all Flight Training instruction to ensure complete integration of the Pilot Program.

a. The Vendor awarded any resulting agreement, agrees that Chief Pilot will:

- (1) Hold a currently valid FAA airline transport pilot certificate, or meet all requirements necessary to hold same and upon request of the University show proof of same.
- (2) Hold a currently valid FAA flight instructor certificate for all programs submitted and upon request of the University show proof of same.
- (3) Have a minimum of one-year recent experience in FAA approved flight school as director of flight or a minimum of three (3) years experience as Chief Flight Instructor.
- (4) Have a superior safety record verifiable by the FAA.
- (5) Be a full-time flight training employee with the Vendor.
- (6) Be of good experience, knowledge, ability, and moral character.
- (7) Meet all appropriate qualifications set forth in FAR Part 141.

2.1.2.10 UNIVERSITY ACCESS TO VENDOR'S PREMISES/AIRCRAFT/EQUIPMENT/RECORDS: The Vendor agrees that the University's Aviation Representative and such other authorized personnel of FMU shall have access to the Vendor's premises, offices, aircraft, equipment and records utilized by the Flight Training Program, to confer as to the quality of instruction and other matters relating to the Vendor's performance of the Services, provided, however, that such access and conference shall not relieve the Vendor from its duties and responsibilities hereunder, it being acknowledged and understood that the Vendor is solely responsible for the method and manner of providing flight instruction hereunder.

During the period of providing Flight Training to Students, the Vendor agrees to permit the Aviation Representative to observe training sessions, and report on the progress of each

student enrolled in the Flight Courses through weekly meetings with the Aviation Representative and written reports regarding student course status.

The Vendor shall furnish adequate facilities and personnel for accurate record keeping relating to the Flight Training courses. In addition, the Vendor shall maintain, and make available for inspection by the Aviation Representative, a flight progress folder containing each student's dual and solo flying hours completed, lesson number, and comments regarding individual training progress. At the latest three days before the conclusion of each term, the Vendor will provide the Aviation Representative with grade reports and training summaries for each student earning a certificate or rating, and reports of students failing to complete a particular Flight Course with individual reports detailing course progress for each student. Flight time shall be calculated in accordance with the applicable FARs.

2.1.2.11 SALE OF EQUIPMENT/MATERIAL: FMU or its authorized representatives reserve the right to approve all materials and ancillary equipment which the Vendor shall offer for sale to the students and the price to be charged for such materials and equipment; provided, however, that the University's approval shall not be unreasonably withheld so long as such prices are in conformity with prices generally charged for such materials and equipment.

2.1.2.12 AIRCRAFT & EQUIPMENT OPERATION: The Vendor shall have the responsibility and duty to determine the manner in which the Aircraft and the Vendor's equipment shall be operated during Flight Training and shall develop and distribute to each Student the Vendor's rules, operating procedures and practices, including those required by FAR Part 141. FMU agrees that its students should observe and obey all orders which may be given by the Vendor's instructors during the training period. The Vendor shall have the responsibility to recommend to the Aviation Representative dismissal of a particular student from Flight Training for reasons of failure to demonstrate competency in any phase of Flight Training, or for reasons of failure to abide by the regulations distributed to each student by the Vendor for Flight Training or operation of aircraft; provided, however, that the Vendor shall supply the Aviation Representative documentation of the reasons of such dismissal.

FMU has a fully operational Cessna 172 Skyhawk G-1000 N9254Y for FMU flight students' use. Vendor shall schedule said aircraft for FMU flight students with priority at the price per hour as advertised to students. Vendor may schedule said aircraft for non-FMU flight students at the Vendor rate at Vendor's discretion. Priority of aircraft scheduling shall be for FMU students. Vendor shall maintain FMU's aircraft as per this agreement for a management fee. The management fee will be negotiated upon award of the contract.

Vendor will make available for student use, and maintain in good repair and condition, an adequate number of aircraft, flight training devices, and/or simulators to enable Vendor to meet the demands of students in the flight program and shall provide additional aircraft readily as necessary to prevent disruption to training arising from maintenance issues. Vendor will further provide access to advanced training aircraft for advanced systems

familiarity and provide airline transition readiness for students graduating from the university's bachelors program.

The University shall be responsible for maintenance of its flight training devices. To the best of the Vendor's ability and in accordance with normal operating procedures, the Vendor agrees to maintain both the interior and exterior of the Aircraft in a neat, clean and presentable condition. Furthermore, Vendor may not significantly change types and quantity of aircraft without approval of the University Representative. The Vendor shall provide a fleet of traditional training aircraft capable of providing initial certificates and ratings. Aircraft will be identified for each course.

Vendor further agrees to comply with appropriate maintenance and inspection procedures to ensure safety of aircraft, resolving discrepancy issues promptly and without disruption to student training. Vendor shall provide a weekly written report indicating the maintenance status of each aircraft to the Aviation Representative noting any student training delays due to maintenance concerns and the accommodation to the student due to disruption of their training schedule.

The Aircraft will be fully insured as required herein, fully certified by the FAA, Federal Communications Commission (FCC) and will be operated in compliance with all applicable laws and applicable airworthiness directives, licenses and registrations.

In addition, the Vendor will not use or permit the Aircraft (a) to be operated or located in any area excluded from the coverage by the insurance required in accordance with the "Insurance Section" and (b) to be used for flight training at the Designated Airports for individuals that are not currently registered in the FMU Flight Program and (c) to be used for Flight Training if the University Representative has a reasonable doubt as to the Aircraft's airworthiness. A University Representative will be permitted to observe any student flight or ground training activity with prior notice given to the Flight Training Provider unless safety concerns prohibit such activity.

2.1.2.13 PROVISION OF AIRCRAFT: For purposes of conducting the Flight Training hereunder, the Vendor agrees to supply training aircraft equivalent to the training required as stipulated in) flight courses. The proposed types of aircraft for each course are to be listed on a price list submitted by the Vendor and each course broken down into hours, costs for dual and solo time, briefing and ground time. The types and quantity of aircraft must be approved by the Aviation Representative. During the term of the contract the Vendor may not change types and quantity of aircraft without written approval of the Aviation Representative.

The Vendor agrees that throughout the Term of this Agreement, the Aircraft will be fully insured as required, fully certified by the FAA, Federal Communication Commission (FCC) and will be operated in compliance with all applicable law and applicable airworthiness directives, licenses and registrations.

The aircraft shall comply with the following:

a. Vendor agrees that its flight equipment will:

(1) Meet the requirements of FAR Part 23, 61, 91, 141 and the approved curriculum. In addition, the Vendor will not use or permit the aircraft:

- a. To be operated in any area excluded from the coverage by the insurance required in accordance with the “Insurance Section” hereunder.
- b. To be used for Flight Training if the Aviation Representative has a reasonable doubt as to the aircraft’s airworthiness, provided that under no circumstances will the right of the Aviation Representative to observe aircraft be deemed to impose an affirmation obligation on the part of such Representative to make inspections thereof.

The Vendor shall furnish all fuel and oil, all maintenance, repairs and major overhauls (as set forth in Aircraft) in good operating condition as specified in FAR section 141.89 and all other applicable FAR Regulations.

Vendor will reimburse students for costs associated with fuel expenses while utilizing Vendor approved fueling facilities during cross-country flights. It is understood students have a reasonable expectation planes will be fueled prior to a lesson block. Basic hourly aircraft rates include fuel. If it should be necessary to taxi in order to refuel at the Designated Airport, students shall be reimbursed, or credited for Hobbs time spent taxiing to a fueling source on the Designated Airport.

2.1.2.14 MAINTENANCE & INSPECTION: The Vendor agrees at its sole cost and expense, to maintain, service, overhaul, repair, replace, inspect and test the Aircraft and each of its parts and components, including, without limitation, the engines, the airframes and the avionics and instruments in accordance with FAA-approved maintenance and inspection programs (as set forth in FAR Part 141) and in accordance with all other applicable laws, so as to keep the aircraft and its parts and components in good operating condition and so as to maintain the airworthiness certificate of the Aircraft. Expenses incurred on the FMU aircraft shall be invoiced to the University.

In addition to the foregoing, the aircraft to be used for instrument flight training must be maintained in accordance with all applicable laws, including, without limitation, FAR Sections 91.411, 91.413 and 91.171 so that all instrument checks necessary for legal IFR flight are current and logged in as required thereby. The Vendor also agrees to maintain both the interior and exterior of the Aircraft in a neat, clean and presentable condition.

The Vendor shall have available certified maintenance and appropriate hangar facilities for engine and airframe maintenance and repair and be able to obtain certified avionics repair. The Vendor shall perform all such maintenance and repair work in a professional and workmanlike manner consistent with industry standards and in strict conformance with the applicable laws to keep the aircraft in completely airworthy condition as required for use under this agreement. Maintenance may be required 7 days per week and shall identify maintenance facilities to be utilized in aircraft maintenance at the start of the contract

period. The Vendor shall ensure that normal flight operations will not be hindered due to maintenance problems.

2.1.2.15 ADDITIONAL CONSIDERATIONS:

Flight Team:

- A. FMU Flight Team Support: Florida Memorial University agrees to establish a Flight Team program in conjunction with the Alpha Eta Rho (AHP or “Aviation Fraternity”).
- B. FMU agrees to provide a faculty advisor for the Aviation Fraternity and/or Flight Team activity, or work with designated flight instructor assigned to the Flight Team.
- C. FMU agrees to cooperate with Vendor to create and maintain a successful Flight Team program.
- D. FMU agrees that all Flight Team participants involved in actual flight related activities will be in good standing with AHP, the University, and the Vendor, and be currently enrolled in an FMU flight course and actively training with the Vendor.
- E. Vendor agrees to provide aircraft to the Flight Team for flight team practice/training only at the same rate that Vendor charges its instructors when using Vendor aircraft, as long as student training will not be affected.
- F. Vendor may agree from time to time to provide a Flight Team Coach at no cost to the University when volunteers are available.
- G. Vendor agrees to maintain at least the same insurance and liability coverage outlined in the current flight training contract between FMU and Vendor.
- H. FMU and Vendor agree that either the University or the Vendor reserves the right to terminate and withdraw from this agreement, thus making it null and void, within 120 days written notification.

Discovery Flights:

- a. Florida Memorial University (FMU) agrees to allow Vendor to give away or to sell, at Vendor’s discretion, Discovery Flights for the purpose of increasing enrollment in the flight program at FMU.
- b. FMU agrees to make information available about Discovery Flights to any prospective student interested in attending the Aviation program.
- c. FMU agrees to allow the Discovery Flights to depart from Vendor’s designated home base ramp, or mutually agreed upon promotional event, for purposes of increasing enrollment with only instructors and aircraft approved by the University Representative.
- d. Vendor will utilize its instructors for the Discovery Flight lasting up to one hour. Discovery Flights are available in each fleet type at different rates to be set by Vendor. This rate will be the lowest possible rate based on fuel and other costs and will not be published for that reason.

- e. Vendor agrees to provide aircraft for the Discovery Flights as long as student training will not be affected.
- f. Vendor agrees, at its sole discretion, to absorb aircraft-related expenses, occurring to, from and during Discovery Flights as long as student training will not be affected, and the costs are not prohibitive.
- g. Vendor will defend, indemnify and hold FMU harmless from and against all loss, damage, actions, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees) which may hereafter be incurred by or asserted against FMU arising as a result of any action, negligence, or misconduct of Vendor, or from Vendor's failure under this Agreement.
- h. Vendor agrees to maintain at least the same insurance and liability coverage outlined in the current flight-training contract between FMU and Vendor.

2.1.2.16 HURRICANE AND INCLIMATE WEATHER: Vendor assumes all responsibility for the safety of their aircraft and equipment and monitoring all weather situations which may potentially damage aircraft or equipment and safeguard such by removing them from the premises. The FMU aircraft shall be protected during a hurricane in the following manner:

- Tropical Storm Advisory or Warning – Aircraft may remain outside with appropriate tiedowns and chocks on all wheels.
- Hurricane Category 1 & 2 – Aircraft may be brought into a hanger if space is available at the discretion of the FMU representative if space is not available, the aircraft will be flown to alternative location away from possible damage from the storm.
- Hurricane Category 3 or higher – Aircraft will be flown to an alternative location away from possible damage from the storm.

2.1.2.17 STUDENT ACCOMODATION: In the event that any aircraft is grounded during Flight Training Instruction at a training destination other than its home base, the Vendor shall, in addition to repairing the aircraft, make appropriate arrangements, to accommodate any students who are required to remain overnight or provide transportation back to the home airport.

2.1.2.18 STUDENT MEDICAL CERTIFICATION: Prior to the commencement of any Flight Courses, the Vendor shall ensure that the students have received an appropriate medical certificate issued by an FAA Medical Examiner, and the Vendor shall not provide course instruction to any student who has not received such certificate and provided a copy thereof to the Vendor. The Vendor shall maintain copies of all certificates for a period of five years after expiration of the term.

2.1.2.19 FEES: The prices submitted as part of this RFP herein are valid for and will remain firm during the length of the agreement period unless, due to unforeseen circumstances both parties agree to an adjustment of the aforementioned prices in writing. FMU will determine the flight fee for its own aircraft for FMU and non-FMU students' hourly flight rate. If the Vendor desires to make any changes in price for their aircraft, the

Vendor shall submit the requested changes and justification for the changes to the University. A written acknowledgement will be returned to the Vendor within fifteen (15) calendar days. Prices should remain firm during the length of a term. The Hourly Fee shall remain the same during the term of said Agreement unless Vendor proposes an increase in the Flight Fee. Any change to the Flight Fee shall be determined and agreed upon by the parties not less than sixty (60) days prior to the beginning of each subsequent fall semester.

Should the FMU aircraft be grounded due to maintenance or other conditions rendering it unworthy for flight, the Prospective Vendor shall provide a discounted rate to FMU students for the use of their aircraft until the FMU aircraft is airworthy. This discount does not need to be as large a discount as the FMU rate.

Prospective Vendor applicants shall submit flight Training Course Outlines (TCOs) and associated hourly and minimum course costs for instructors and equipment for each course of study: private pilot, instrument rating, commercial certificate, multiengine rating, certified flight instructor, certified instrument instructor, certified multi-engine instructor, turbine transition, and airline transport pilot as applicable. FMU shall provide payment to the Vendor for Flight Training instruction and other services rendered by the Vendor to students enrolled in the Flight Program through monthly invoicing of the University by the Vendor. Student monthly invoicing records will be reconciled between the University and the Vendor. Once the University and Vendor concur on the individual amounts, Vendor shall submit the monthly invoice to the University for payment.

2.1.2.20 RECORDS AND REPORTS: The Vendor shall prepare and maintain all records, logs, manuals and other materials required by the FAA and any other applicable governmental authority having jurisdiction over the operation of the Aircraft to be maintained with respect to the aircraft or any of its parts and components. In addition, the Vendor shall keep and maintain accurate books and records relating to the provision of any of the services hereunder, including, without limitation, the Flight Training records for the students. The University or its authorized representatives shall have the right to inspect copy and audit all such books and records upon reasonable written notice during normal business hours. A monthly report shall be provided by the Vendor to the Aviation Representative detailing the use of the FMU aircraft, hours flown by students, maintenance records and other pertinent information.

Vendor will be responsible for maintaining adequate student attendance, course progress and status reports and other records as necessary for Flight Training. The Aviation Representative will be responsible for administering the final course grade for each academic semester upon review of student course training status reports submitted by the Flight Training Provider throughout a semester. In addition, Vendor will make available to the University any student records pertaining to Flight Training.

2.1.2.21 ADMISSIONS STANDARDS: The University shall have the exclusive authority to establish and enforce basic requirements and qualifications necessary for enrollment in the Flight Program and shall have the exclusive authority to make all decisions related to the admission of individual students into the Flight Program. Flight Training Provider will be responsible for advising the University of all FAA regulations that reasonably may be

deemed to affect admissions and advise the Aviation Representative of any student-related security problems or other issues which would prevent student training.

FMU assumes full responsibility for verifying that all students enrolled in the Flight Program meet the requirements of all applicable laws, and all rules and regulations promulgated there under, for enrollment in such a flight training program, including without limitation, all applicable immigration qualification and documentation requirements. However, Flight Training Provider will ensure appropriate TSA procedures are followed and any other regulatory requirement concerning a flight student (domestic and international) in cooperation with the University and its representatives.

2.1.2.22 ADVERTISING, PROMOTION AND STUDENT SERVICES: FMU and Vendor may separately, and jointly, advertise and promote the Flight Program. All advertisements promoting the Flight Program will clearly identify the University as the entity responsible for offering and conferring the college degree. No material separately produced by the Vendor will refer to FMU's Flight Program without the prior written consent of the University. No material separately produced by one party, that mentions the other party, will be published without the prior written approval of the other party.

FMU will use its best efforts to market and promote the Flight Program to current students, new students, and potential students in the University's aviation programs. FMU shall promote the Flight Program through its flyers, posters, presentations, on-campus announcements, and recruitment efforts. Both FMU and Vendor will participate in career events and other promotional activities. The Vendor shall make every effort to recruit students for the FMU degree program. Upon request, the Vendor will provide personnel to accompany FMU's recruiter to events to speak to potential students and employers.

FMU will be responsible for providing the required student services in support of the Flight Program, including the admissions and flight account process to include counseling, academic advising, and any other services that it customarily provides to its students.

2.2.2.23 EMPLOYEE ADMINISTRATION: It is understood and agreed that the Vendor is responsible for administrative employment matters such as payment of all federal, state and local employment taxes, providing workers compensation coverage, obtaining disability, liability and life and group health insurance and providing for pension plan coverage as well as non-obligatory fringe benefit programs for its employees, where applicable.

The Vendor agrees to indemnify and hold FMU harmless from direct out-of-pocket expenses of same which may result from the Vendor failure to withhold these taxes, failure to provide benefits for their employees, or failure to conduct itself in accordance with applicable State and Federal Law.

2.1.2.24 LICENSING: The Vendor will be responsible for obtaining and paying for all necessary licenses and permits and providing copies to the University representative.

2.1.2.25 PROTECTION OF PROPERTY: The successful bidder shall at all times guard from damage or loss to the property of FMU or its students or of other vendors or contractors and shall replace or repair any loss or damage unless such be caused by FMU, other vendors or contractors. FMU may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or its agents.

2.1.2.26 REPRESENTATION & WARRANTIES: The Vendor hereby represents and warrants to FMU the following, acknowledging that FMU is relying thereon in executing this agreement.

The Vendor has all requisite power and authority to perform its obligations under this Agreement and, upon execution and delivery of this agreement by the parties hereto; this agreement will constitute the legal, valid and binding obligation of the Vendor, enforceable in accordance with its terms; there are no suits or proceedings pending, or to the knowledge of the Vendor, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the Vendor or the instructors to be used in providing the services, which, if adversely determined, will have a material adverse effect on the ability of the Vendor or any of its instructors to perform their obligations hereunder; the Vendor is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect of the financial condition of the Vendor; the Vendor, the instructors and all other persons and entities which will be used by the Vendor to provide the services hereunder hold all permits, licenses, certificates, registrations, qualifications and other authorizations, whether obtained from federal, state, county or local authorities, which are necessary to provide the Flight Training and the other Services (collectively, the "Qualification"), and the Vendor shall possess a valid FAR Part 141 Pilot School Certificate for Flight, and is certified for each of the following courses:

- a. Private Pilot
- b. Commercial Pilot
- c. Flight Instructor
- d. Instrument Rating
- e. Multi-Engine Rating
- f. Additional Flight Instructor and Instrument Ratings; and the instructors hold the necessary certificates and ratings for the training to be given.

The Vendor has valid legal title or possessory interest to, or use of, the aircraft and the necessary flight equipment and airport facilities for performance of the services, and operates or uses, as the case may be, and inspects and maintains the Aircraft and such equipment and facilities in full compliance with all applicable laws, including, without

limitation and with respect to the aircraft, FAR Part 141 and FAR Sections 91.411, 91.413 and 91.171; and;

2.1.2.27 REPORTS OF AIRCRAFT ACCIDENTS AND INCIDENTS: To the best of its ability, Vendor shall give immediate notice to the University Representative as designated on a chart outlining the appropriate university individuals to be notified in the event of any “aircraft accident” or “incident” (within the meaning of Part 830 of the National Transportation Safety Board Regulations: 49 CFR, Part 830), or any event which might gain public notice that involves an aircraft owned or operated by the Vendor, whenever any student of FMU was a passenger in or was operating such aircraft, or of any aircraft or instructor of the Vendor used in flight operation.

Every notice required to be given shall be given with immediate notification by telephone or other direct oral communication to the persons designated in the notification chart with the first being:

Director/Chair of Aviation & Safety: Dr. Jorge Guerra, jorge.guerra@fmuniv.edu; 954-275-7470. 15800 N.W. 42nd Avenue, Lehman Building Suite 317, Miami Gardens, FL 33054.

(Notification chart to be developed upon award of contract)

FMU shall notify Vendor of any changes in the persons to be notified or in the telephone numbers at which they can be contacted. The Vendor shall provide a notification list of Vendor personnel, including names, titles, and contact information to be used in the event of an accident or incident as described above and update it as necessary. This information and general communication will be disseminated to FMU through the University Representative.

2.2 Method of Payment – Monthly

Selected Proposer(s) shall abide by the following requirements of for payment purposes:

Invoice: Selected Proposer(s) shall submit one (1) original set of the detailed monthly invoices to the FMU Finance and Administration Department staff or designee for Florida Memorial University for the preceding monthly period (starting on the first of the month and ending on the last day of the month) for payment. The University will specify whether the invoices shall be submitted electronically or hard copy. The University reserves the right to change the format of invoices at any time throughout any Contract issued as a result of this Solicitation. Any residual income from the rental of FMU’s aircraft will be provided in a check made out to Florida Memorial University Aviation & Safety Department. In the event that costs exceed income from the usage of the aircraft, FMU will pay the outstanding amount net 30 days to the training provider. The monthly invoice will include the following detailed information:

- Date

- Number of flight hours as indicated by the Hobbs counter used by FMU students (student will be identified)
- Number of flight hours as indicated by the Hobbs counter used by non-FMU students
- Price per hour of flight
- Fuel consumption/price of fuel
- Maintenance and Inspection costs
- Materials and Supplies used such as oil
- Cost of parts used in repairs
- Management fees
- Storage fees in hanger or on tarmac

Payment Schedule: Selected Proposer(s) shall agree to the University’s Method and Times of Payment. Selected Proposer(s) shall be prepared to have enough working capital to function in this environment.

3.0 SELECTION PROCESS, EVALUATION PROCESS AND CRITERIA

3.1 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 1.20) 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 site visits, 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.
- A Negotiation Team may negotiate with the short-listed vendors. After negotiations have been completed to the satisfaction of the Negotiation Team, or if no negotiations are held, following the initial evaluation, the short listed companies will be given a deadline for submission of a “best and final offer” (BAFO). The negotiation process will stop upon submission of the BAFO. Vendors will not be allowed to make further adjustments to their offer or communicate further with the University, except to respond to requests for clarification from the Evaluation Committee.
- The Evaluation Committee reviews and evaluates the BAFO, solicitation response, taking into account all information gained from any site visits, 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 1.20) and develops a ranked order of vendors.

- The recommendation of the Evaluation Committee will be submitted to the Vice President for Finance and Administration for review and approval and/or to his/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.

3.2 Cash Discounts

The Evaluation Committee will not consider cash discounts for prompt payment when determining the lowest net cost for solicitation response evaluation purposes.

3.3 Tie Responses

When multiple solicitation responses are equal in all respects, FMU will give preference to solicitation responses in the following order: 1) solicitation responses from vendors that include commodities manufactured in Florida; 2) vendors that are Florida businesses; 3) vendors who have a drug-free workplace program, and; 4) vendors who are foreign manufacturers located in Florida. In determining the contract award, if those conditions do not exist or are equivalent between two or more solicitation responses, the measure determined by the Committee shall be by clear, transparent and non-discriminatory criteria. The Committee will then recommend the winner for approval to the Board of Trustees.

3.4 Contract Award

FMU intends to award a contract or contracts resulting from this competitive solicitation to the “Successful Vendor(s)” whose solicitation response(s) represent 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 Contract). The contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

3.4.1.1 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.

3.4.1.2 FMU reserves the right to make an award on any item or service for a

quantity less than the quantity offered, at the unit cost or unit prices offered, unless the vendor specifies otherwise in the vendor's solicitation response.

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

3.4.1.4 FMU reserves the right to award the commodity specified and/or the services detailed in this competitive solicitation either in their entirety or in any part thereof, all to the advantage of FMU.

3.4.1.5 FMU may reject all solicitation responses if such action is in FMU's best interest.

3.4.1.6 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.

3.5 Posting of Intent to Award

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.

3.6 Commencement of Work

"Successful Vendor" will not provide any commodities or 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 commodities 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) from the approval date by the University.

3.7 Alternate Brands or Equivalent Products

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the competitive solicitation are for information and not intended to limit competition. The "Vendor" may offer any brand for which it is an authorized representative, where such brand meets or exceeds the specifications for

any item. Likewise, customary measurements appearing in the competitive solicitation are not intended to preclude solicitation responses for commodities with equivalent metric measurements. All items provided by “Vendor” will be new items.

If vendor’s solicitation response is based on an alternate brand or equivalent product, “Vendor” must indicate the manufacturer’s name and product number on the vendor’s solicitation response for such alternate brand or equivalent product. “Vendor” shall submit cuts, sketches, descriptive literature, and/or complete specifications of the alternate brand or equivalent product with the solicitation response. “Vendor” may not reference information or literature submitted with a previous solicitation response. The Vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and why it should not be considered an exception thereto. The University reserves the right to approve or reject an item as an approved alternate brand or equivalent product.

If vendor’s solicitation response lacks any written indication of intent to propose an alternate brand or equivalent product, the vendor’s solicitation response will be received and considered by FMU to be for items that are in absolute compliance (including as to brand and measurement) with the specifications as written in the competitive solicitation.

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 Liability</u>	\$1,000,000 General Aggregate (<i>minimum</i>)
(a) Aircraft property	\$300,000 minimum
(b) Passenger liability	\$100,000 each person, \$400,000 per occurrence
(c) Medical Expenses	\$5,000 per person, \$20,000 per occurrence
(d) Maximum deductibles	\$2,500 for in motion and not in motion
<i>(owned/non-owned/leased)</i>	
<u>Workers' Compensation</u>	Statutory Limits

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 General Liability carries an endorsement (no more restrictive than CG 20 10) which names Florida Memorial University as additional insureds. 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 its 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 commodities and 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.

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 Florida Convicted Vendor List

Any vendor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with FMU; and may not transact business with FMU in excess of the threshold amount provided in Florida Statutes Section 287.017; Category two (2) for a period of 36 months from the date being placed on the convicted vendor list. Florida Statutes §287.133(2)(a). 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.

4.8 Indemnification

The “Vendor” is responsible for its performance under the agreement. The “Vendor” will indemnify and hold harmless, assume liability for and defend FMU and all of its trustees, 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

4.9 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.

4.10 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.

4.11 Conflict of Interest

The award of this competitive solicitation is subject to FMU's policies and procedures. 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.

Further, Vendor must disclose in its solicitation response the name of any FMU 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, 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, 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

4.17 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, disability, or any other basis prohibited by law. 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, disability, or other basis prohibited by law.

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.

4.18 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 A

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	_____	_____	_____
1.33	_____	_____	_____
1.34	_____	_____	_____
2.0	_____	_____	_____
2.1	_____	_____	_____
2.2	_____	_____	_____
3.0	_____	_____	_____
3.1	_____	_____	_____
3.2	_____	_____	_____
3.3	_____	_____	_____
3.4	_____	_____	_____
3.5	_____	_____	_____
3.6	_____	_____	_____
3.7	_____	_____	_____
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	_____	_____	_____
4.15	_____	_____	_____
4.16	_____	_____	_____
4.17	_____	_____	_____
4.18	_____	_____	_____

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

(ENUMERATE T'S AND C'S FROM APPENDIX IV - Sample Agreement)

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

VENDOR COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

APPENDIX B

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 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 subject to criminal prosecution under 18 U.S.C. 1001.

APPENDIX B

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 C

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 D

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, attached hereto as Exhibit “A” and incorporated herein by reference; the vendor’s solicitation response, attached hereto as Exhibit “B” and incorporated herein by reference; and the contractor’s best and final Offer, attached hereto as Exhibit “C” and incorporated herein by reference. (The “Contractor” is also referred to as “Vendor” and “Successful Vendor” in Exhibits A, B and C). 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 “A” (the Competitive Solicitation); third, Exhibit “C” (the Contractor’s Best and Final Offer); and fourth, Exhibit “B” (the Contractor’s Solicitation Response).

3. **Payment.** The “Contractor” shall provide the Services to FMU pursuant to the pricing set forth in (Exhibit 1, pages 63). 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 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 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. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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; pandemics; 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.

12. **Indemnification.** The “Contractor” is responsible for its performance under the agreement. The “Contractor” will indemnify and hold harmless, assume liability for and defend, 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, 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.

13. **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.

14. **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 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. This provision shall survive the termination or expiration of this agreement.

15. **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.

16. **Termination with Cause.** Either party may terminate this agreement for cause by giving the other party thirty (30) calendar-days written notice setting forth with specificity the basis for the termination of the 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.

17. **Termination without Cause.** FMU may terminate this Agreement by giving “Contractor” at least one hundred eighty (180) 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.

18. **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.

19. **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 E

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 1

**Florida Memorial University
Request for Proposal
Flight Training Services**

Rate Sheet

Service Type:	Rate
Aircraft rental rates per hour including fuel for each available aircraft in fleet.	\$
Certified Flight Instructor rates for Private, Instrument, Commercial, ME, MEI and CFI per hour	\$
Pre and Post Ground Instruction per hour	\$
Check rides, testing and exams	\$
Hanger or Tarmac rental space for FMU aircraft	\$
Cessna 172 (University aircraft) management fee	%

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurance, etc., as necessary to ensure proper delivery of services requested by Florida Memorial University.

2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal, and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the RFP deadline; or, if I am selected as the Successful Proposer, for such further period deemed necessary to obtain the contract signature and approval.

3. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform to all requirements regarded within.

 Name: (Please Print) _____ Date: _____

Proposer Signature and Title: _____
 _____ Date: _____

Exhibit 2

**Florida Memorial University
Request for Proposal**

**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 A

Appendix B

Appendix C

Appendix D

Exhibit 1

Exhibit 2

Exhibit 2

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
(305) 626-3652 – Phone**

Response Opening (Date and Time): 07/21/2021 at 3:00pm	Solicitation Title:
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