

<p>SUBMIT RESPONSE TO:</p> <p style="text-align: center;"> Electronic Submission: DemandStar (www.demandstar.com) or Sealed Envelope Submission FLORIDA INTERNATIONAL UNIVERSITY PURCHASING SERVICES Modesto Maidique Campus 11200 SW 8th Street Campus Support Complex – CSC 411 Miami, FL 33199 </p> <p style="text-align: center;">(305) 348-2161</p>	<p style="text-align: center;">INVITATION TO NEGOTIATE COVER DOCUMENT</p> <p style="text-align: center;">(“Solicitation”)</p> <p style="text-align: center;">E-ITN No. 67-001</p>
<p>RESPONSE OPENING (Date and Time): September 6, 2016 @ 2:00PM EST</p>	<p>SOLICITATION TITLE: <i>Public Private Partnership for a Hotel, Conference Center, Parking and Alumni Center at Modesto Maidique Campus</i></p>
<p style="text-align: center;">Please refer to the above address for Response opening location</p> <p style="text-align: center;">POSTING OF BID TABULATION AND NOTICES</p>	
<p>The bid tabulation and notices of a decision or intended decision and recommended award related to this Competitive Solicitation will be posted at the Florida International University Purchasing Competitive Solicitation website- www.demandstar.com and will remain posted for a period of 72 hours. Failure to file a protest in accordance with Florida Board of Governors’ (“BOG”) regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003, shall constitute a waiver of protest proceedings.</p>	
<p>PURCHASING REPRESENTATIVE</p>	<p><i>Kenia Junco, Associate Director of Purchasing</i></p>
<p>VENDOR’S LEGAL NAME</p>	
<p>VENDOR’S MAILING ADDRESS</p>	
<p>VENDOR’S CITY, STATE, ZIP</p>	
<p>VENDOR’S WEB ADDRESS</p>	
<p>VENDOR’S E-MAIL ADDRESS</p>	
<p>VENDOR’S FACSIMILE</p>	
<p>VENDOR’S TELEPHONE NUMBER</p>	
<p>VENDOR’S TOLL FREE NUMBER</p>	
<p><i>By signing this document, I certify that this solicitation response (“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.</i></p>	
<hr/> <p>AUTHORIZED SIGNATURE (MANUAL)</p>	
<hr/> <p>PRINT NAME AND TITLE</p>	
<hr/> <p>DATE SIGNED</p>	



**FLORIDA INTERNATIONAL UNIVERSITY and
FLORIDA INTERNATIONAL UNIVERSITY FOUNDATION, INC.
COMPETITIVE SOLICITATION NUMBER: E-ITN 67-001**

**Public Private Partnership for a Hotel, Conference Center, Parking and
Alumni Center at Modesto Maidique Campus**



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1.0 OVERVIEW

1.1 Statement of Objective

This competitive solicitation is an invitation to negotiate (ITN) with The Florida International University Board of Trustees (hereinafter referred to as “**FIU**” or as the “**University**”) to sublease, plan, provide programming and financial analysis, design, privately finance, develop, construct, own, maintain and operate an upscale to upper-upscale market-based hotel and conference center and associated parking garage/lot (the “**Facility**”) on FIU’s Modesto Maidique Campus (MMC).

This competitive solicitation shall also serve as an ITN with the Florida International University Foundation, Inc. (the “**FIU Foundation**”) to plan, design, develop, construct and maintain (including custodial maintenance) the FIU Alumni Center (the “**Alumni Center**”), with the intent that the Respondent (as hereinafter defined) is required to respond to this ITN as it relates to both the Facility and the Alumni Center.

These facilities (i.e., the Facility and the Alumni Center) will serve as an enhancement to existing academic facilities and will reflect a design and ambience congruent with campus, education and aesthetic objectives.

The Facility: The University’s objective in entering into this collaboration is to serve the transient accommodation needs of students and their parents, visiting faculty, researchers, staff and the community. The Facility will serve FIU’s commitment to community engagement by providing convenient quality accommodations in close proximity to conferences, meetings and seminars hosted by FIU. Essential elements include full service accommodations, guest rooms and suites, on-site dining, facilities for conferences, meeting, and events, and reasonable parking accommodations to support operations.

The University aspires to address transient accommodation, meeting space needs and the institutional mission by creating an environment which:

- Provides facilities and resources supportive of FIU’s visitors, guests and affiliated partners;
- Assures visitors and guests a level of comfort and security in the University’s hotel facilities; and
- Meets hotel and conference space needs, including, but not limited to, academic events, award ceremonies, weddings and related celebrations, in a cost-effective and timely manner while optimizing the use and land area of the designated site.

The Alumni Center: The Alumni Center will be a multi-purpose facility for academic, social and business gatherings. With an alumni base of approximately 250,000, the Alumni Center will be a community focal point—a place for alumni and their families to call home. Approximately 75% or 160,000 alumni live in South Florida. The Alumni Center will connect alumni with students, offering professional and leadership development, career programming and mentoring opportunities. The Alumni Center will become a part of student life, allowing for a natural transition for students into their alumni status.

1.2 Calendar of Events

The anticipated dates and times by which stated actions will be taken or completed are listed below. If FIU and/or the FIU Foundation determine, in their sole discretion, that it is necessary to change any of these dates and times, an Addendum to this competitive solicitation may be issued and posted on the Website (as hereinafter defined). All times listed are Eastern Standard Time (EST).

Date/Time	Action
July 15, 2016	Competitive solicitation advertised and released
July 29, 2016	Pre-proposal conference to be held at the following place: Florida International University Modesto Maidique Campus 11200 SW 8 th Street, MARC, Second Floor Pavilion Miami, FL 33199 Commencing at 9:00 a.m. E.S.T.
August 12, 2016	Last day and time for FIU/FIU Foundation to receive communications and/or inquiries from Respondents regarding the competitive solicitation via email to Authorized FIU Representative (as hereinafter defined) at Kenia.Junco@fiu.edu (“ Inquiry Deadline Date ”)
August 30, 2016	FIU/FIU Foundation will respond to inquiries and requests for clarifications by posting an Addendum on the Website
September 6, 2016	Deadline for FIU/FIU Foundation to receive solicitation responses with Step One Qualifications* (see Section 1.4 for more details) from Respondents is 2:00 p.m. (“ Initial Response Due Date ”) (<i>Note: Any solicitation responses received after the Initial Response Due Date and time shall be deemed non-responsive</i>)
September 20, 2016	Shortlisted Respondents (as hereinafter defined) will be contacted by Authorized FIU Representative
November 21, 2016	Anticipated deadline for FIU/FIU Foundation to receive Step Two Technical** response from Shortlisted Respondents (see Section 1.4 for more details)
January 13, 2017	Anticipated deadline for FIU/FIU Foundation to receive Best and Final Offer (BAFO) from Shortlisted Respondents (Shortlisted Respondents will receive BAFO requirements during negotiations but the BAFO shall be a complete

	response including materials for all tabs outlined in Section 1.4 below)
January 20, 2016	Anticipated deadline for conclusion of all Evaluation Committee (hereinafter defined) meetings; these meetings are NOT open to the public and the dates of the meetings are subject to change without notice
February 10, 2017	Anticipated completion of contract negotiations

*Respondent’s solicitation response with Step One Qualifications shall include Tabs 1 – 9 as outlined in **Section 1.4**, entitled “**Solicitation Response**,” below.

Shortlisted Respondent’s response with Step Two Technical shall include Tabs 10 – 19 as outlined in **Section 1.4, entitled “**Solicitation Response**,” below.

The FIU Purchasing Department may post notice of changes to any of the above dates and will provide advance notice of any pre-proposal meetings by posting the information on the FIU Purchasing Department’s Website. Respondent 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 for informational purposes only are scheduled to take place. FIU and the FIU Foundation reserve the sole discretion over the conduct of any meetings and the extent, if any, that those attending may participate in such meetings.

1.3 Scope of Work and Deliverables

Basic Description:

- (i) Facility – The Facility will be a fully functioning, upscale to upper-upscale market-based hotel and conference center per Smith Travel Research scale, professionally staffed and operated by Successful Respondent’s (as hereinafter defined) employees (including FIU graduates that may be hired by Successful Respondent as part of the University Priorities, further defined below) or by a qualified management company. Programming will be based on the Respondent’s assessment of market demand, but FIU would anticipate a minimum of 105 keys. Respondents may propose a mixed-use Facility, incorporating other amenities that would be attractive to the University community. Preferred building type is a mid-to-high-rise building not to exceed 12 stories, full service indoor/outdoor restaurant/bar, pool, outdoor entertaining area for large events, a conference center with ballrooms, breakout meeting rooms and conference rooms in line with proposed hotel size, scope, and University academic needs, and sufficient parking for hotel guests and conference center participants and visitors. The Successful Respondent will have signage on the façade of the Facility that is consistent with University policy and subject to University approval, and will also have the right to inclusion on campus maps and directional signage.

- (ii) Alumni Center – The Alumni Center will be a mixed-use facility of approximately 14,000 gross square feet and will include approximately 2,300 square feet of office space for FIU Alumni Relations staff, FIU Alumni Relations career services and business services centers, and FIU student ambassadors. The Alumni Center will also include a lobby, library, atrium, emeritus lounge, conference rooms for both the Alumni Relations main office and its career services office, and an employee kitchen/breakroom. The Alumni Center shall be designed and constructed in conjunction with the design and construction of the Facility so that both facilities encompass the same aesthetic qualities. It is anticipated that occupants, visitors and guests of the Alumni Center will access Facility amenities and services.

In no event shall the agreements relating to the Facility, the Alumni Center and/or arising out of this ITN constitute a general obligation or indebtedness of the State of Florida or the University, and the full faith and credit of the State of Florida shall not be pledged to payment of any indebtedness whatsoever relating to the Facility or the Alumni Center.

Location: The site of the Facility and Alumni Center is planned to be located on approximately 6.52 acres of land at the northwestern segment of MMC, fronting the 8th Street boundary. Location of the Facility and Alumni Center is subject to FIU (i.e., its Board of Trustees) approval of a modification to the Campus Master Plan, adopted by FIU (i.e., its Board of Trustees) on March 27, 2014. Please refer to **Appendix I** for the proposed site plan. FIU is located in Miami, Florida and MMC's address is 11200 SW 8th Street, Miami, Florida 33199. Please refer to **Appendix II** for a map of where MMC is located within Miami, Florida.

The MMC real property is owned by the State of Florida Board of Trustees of the Internal Improvement Trust Fund (TIITF) and leased to FIU under FIU's master lease with TIITF, Lease No. 2727 (the "**Master Lease**").

- (i) Facility – FIU is prepared to offer the Successful Respondent a triple-net sublease for the land underneath the Facility with a maximum term of up to forty (40) years, subject to negotiation during the ITN. The Successful Respondent will be responsible for paying ground rent in an amount at least equal to the appraised fair market value rental rate of the leased land on which the Facility is built, or as otherwise negotiated. FIU is willing to consider providing a credit against the rental charges for in-kind contributions of significant value to FIU which are included in the response, subject to consent of all required parties, including the TIITF (credits are not guaranteed). Examples include discounted rates for FIU guests and/or revenue sharing for FIU-related referrals.

Any and all costs associated with the sublease of the land underneath the Facility, including, but not limited to, taxes (including ad-valorem), insurance, maintenance, utilities and operational costs, shall be borne by the Successful Respondent. The Successful Respondent shall also be responsible for the cost(s), if any, of displacing any existing FIU site improvements or facilities at MMC (e.g., parking, roadways, utilities, structures, etc., and any offsite improvements required to comply with concurrency requirements) as a result of impacts of the new Facility and its operation.

- The award of the sublease for the land underneath the Facility shall be subject to, and contingent upon, FIU obtaining TIITF's waiver of its right of objection under the Master Lease, and approval from the Florida Board of Governors and the Florida Legislature. Once FIU reaches material agreement on the terms of the sublease with the Successful Respondent, the sublease shall be submitted to FIU (i.e., its Board of Trustees) to review the proposed agreement. If FIU (i.e., its Board of Trustees) approves the sublease, FIU will submit the proposed sublease to TIITF and the Florida Board of Governors for approval and will also seek approval from the Florida Legislature.
- (ii) Alumni Center – The land underneath the Alumni Center will be subleased to the FIU Foundation or to an entity wholly owned and controlled by the FIU Foundation. It is envisioned that the Alumni Center be designed and constructed by the Successful Respondent under a contract for design build services between the FIU Foundation (or an entity wholly owned and controlled by the FIU Foundation) and the Successful Respondent, subject to negotiation during the ITN. As provided above, the design and construction of the Alumni Center shall be done in conjunction with the design and construction of the Facility as if one integrated project although under separate ownership and operation.

Ownership:

- (i) Facility – All improvements constructed on the subleasehold parcel for the Facility will be owned by the Successful Respondent, but will revert to FIU at the expiration or earlier termination of the sublease at no cost to FIU, unless FIU determines that any or all such improvements are no longer usable by FIU, in which case, the Successful Respondent shall be responsible for demolishing any such improvements at the Successful Respondent's sole cost and expenses no later than ninety (90) days after the expiration or early termination of the sublease term. The sublease will specify the extent to which Successful Respondent will have the right to modify the improvements during the term of the sublease. The sublease will include an early termination clause to be negotiated between FIU and the Successful Respondent. Proposals should include provisions for termination for convenience at the University's discretion. The fee simple interest upon which the Facility is built may not be used as collateral for any financing.
- (ii) Alumni Center – All improvements constructed on the subleasehold parcel for the Alumni Center will be owned by the FIU Foundation or an entity wholly owned and controlled by the FIU Foundation. The Successful Respondent will have no interest in the Alumni Center following completion.

Timing: The term of the sublease for the Facility is expected to begin upon completion of negotiations and execution of the sublease, contingent upon the requisite approval from FIU (i.e., its Board of Trustees), TIITF, the Florida Board of Governors and the Florida Legislature. The opening date of the Facility and Alumni Center is subject to negotiation with anticipated construction completion expected within twenty-four months from contract execution.

Design: As provided above, the design and construction of the Alumni Center shall be done in conjunction with the design and construction of the Facility. The Facility and Alumni Center design must also be responsive to feedback from key University stakeholders, including, but not limited to, the University President and the FIU Foundation.

FIU shall have the right to review and approve the design of the Facility and the Alumni Center for consistency with FIU Requirements (as hereinafter defined), impact on FIU's utilities, water, sewer, master storm water, and traffic infrastructure, compliance with applicable Building Code, and general design characteristics.

All documents created with respect to the design, planning and construction of the Facility and the Alumni Center must, at a minimum, comply with all applicable federal, state and local laws, rules and/or regulations, as may be amended from time-to-time; applicable FIU regulations, policies and procedures, which can be located at <http://policies.fiu.edu/> and FIU's Facilities Management's website at <http://facilities.fiu.edu/formsandstandards.htm>, which includes design/construction/permitting requirements, FIU Building Standards, general conditions and insurance requirements, among other things, as may be amended from time to time (collectively referred to herein as "**FIU Requirements**"). Additionally, the design of the Facility should be such that it should have a 20% useful life after the termination of the ground sublease.

FIU is committed to environmentally sustainable design. Improvements (including the Facility and the Alumni Center) should be designed and built to meet LEED Certified standards. FIU's preference is LEED Silver or higher.

Respondents must submit the design detail and narratives in their response as outlined in Section 1.4. Shortlisted Respondents must be prepared to work with FIU and the FIU Foundation (as it relates to the Alumni Center) on actual design documents as part of the negotiation phase for submission of final plans with their Best and Final Offer.

Construction: As provided above, all construction pertaining to the Facility and the Alumni Center must, at a minimum, comply with all FIU Requirements. The appropriate number of parking spaces to accommodate hotel and conference center guests as well as Alumni Center should be included in the proposal.

Note: FIU is the building codes permitting official for construction projects on the campus.

Financing:

- (i) Facility – Respondents are expected to be able to provide their own financing for the design, construction, and furnishing of the Facility, including, but not limited to, FIU internal permitting, inspection and other associated costs. The Successful Respondent will be at financial risk on the project, as all responsible proposals must include 100% private financing by the Respondent, not the State of Florida or the University. The State of Florida and FIU will not participate in the financing of the newly developed Facility in any way, including, but not limited to, guarantees of revenue or occupancy. As provided above, the subleasehold interest in state property that may be granted to the Successful Respondent may not be used as collateral for any such financings.

- (ii) Alumni Center – The Alumni Center project costs will be funded by the FIU Foundation. The FIU Foundation has established a maximum bid price of \$6,800,000.00 for the entire scope of the Alumni Center project as described in this ITN. This is not the FIU Foundation’s official cost estimate of the work. The funding from the FIU Foundation cannot be used as collateral for the Facility project in any way.

Management/Maintenance Options:

- (i) Facility – The University would like to consider management of the Facility by the Successful Respondent or an approved qualified manager/operator proposed by the Successful Respondent as part of its response to this ITN. If managed by the Successful Respondent, the University and the Successful Respondent will negotiate an Operating and Management Agreement delineating each party’s responsibilities for day to day management, maintenance and operations of the Facility. Notwithstanding the foregoing, FIU shall have approval rights in the selection of the manager/operator of the Facility.
- (ii) Alumni Center – The FIU Foundation would like to consider maintenance (including custodial maintenance) of the Alumni Center by the Successful Respondent. If such services are provided by the Successful Respondent, the FIU Foundation and the Successful Respondent will negotiate a Maintenance Agreement delineating each party’s responsibilities for maintenance and custodial services of the Alumni Center. Notwithstanding the foregoing, the FIU Foundation reserves the right to maintain and operate the Alumni Center or select a different manager/operator for the provision of maintenance and custodial services of the Alumni Center. The foregoing services, if provided, shall not be included as part of the scope of the Alumni Center project funded by the maximum bid price of \$6,800,000.00.

Project Costs:

- (i) Facility – The Successful Respondent is expected to pay for any and all costs and expenses pertaining to the performance of its obligations to FIU and as will be outlined in the sublease and other related documents. This shall include, without limitation, the cost of design review, permitting, code compliance, inspection services, concurrency impacts, construction (including all necessary site utility improvements or extensions), management, security, emergency response, maintenance, ad valorem taxes, insurance, utilities and all operational costs for the Facility.
- (ii) Alumni Center – As provided above, the FIU Foundation has established a maximum bid price of \$6,800,000.00 for the entire scope of the Alumni Center project as described in this ITN. This is not the FIU Foundation’s official cost estimate of the work. The Successful Respondent will bill the FIU Foundation (or an entity wholly owned and controlled by the FIU Foundation) based on an agreed upon payment schedule to be further delineated in the design build contract between the FIU Foundation (or an entity wholly owned and controlled by the FIU Foundation) and the Successful Respondent.

University Priorities: FIU seeks collaboration with an organization that shares FIU's priorities. As such, it prefers and will give additional weight to proposals that enrich the academic and/or research experience of FIU's students and faculty. Examples include, but are not limited to:

- Paid student internships and work-study opportunities;
- Collaboration with FIU's Colleges and Schools to create custom curricula and partnerships;
- Behind-the-scenes tours of Successful Respondent's operations for students;
- Accommodation of graduate students and faculty doing research as an integral assignment in their coursework/course load;
- Full time employment opportunities of qualified FIU graduates;
- Use of FIU technology services for IT infrastructure ensuring FIU minimum hardware, software and security requirements are met;
- Partnership with FIU Police Department ensuring appropriate security measures are implemented commensurate with an on-campus facility; and
- Preferential room rates in the Facility for FIU faculty/staff, students and alumni.

All proposals must meet or exceed the specifications as of the date the competitive solicitation responses are due, unless specifically stated as otherwise in the competitive solicitation documents.

1.4 Solicitation Response

To select a Respondent, FIU/FIU Foundation will use a two-step ITN process. Step One is the FIU/FIU Foundation evaluation of written responses and/or presentations concerning qualifications and, based on the Step One criteria outlined in this ITN, development of a "shortlist" of Respondents whose qualifications best meet the requirements of the project. Step Two will require the Shortlisted Respondents to submit a response, with the Step Two Technical materials, which will be used in a series of detailed negotiations between Shortlisted Respondents and FIU/FIU Foundation. Following completion of negotiations with the Shortlisted Respondents, FIU/FIU Foundation will request a Best and Final Offer from each Shortlisted Respondent for final evaluation based on the Best and Final Offer criteria outlined in this ITN. It is FIU's and the FIU Foundation's intent to select a Respondent for Contract award as a result of the final evaluation.

Each Respondent must complete the electronic vendor registration and register at: http://finance.fiu.edu/purchasing/2supplier_reg_portal.html

Each Respondent shall organize its solicitation response to provide the following information in the order stated below to assist FIU and the FIU Foundation in the selection and award process.

Step One - Qualification

Tab 1 - **Appendix III** Conditions and Requirements, completed and signed, along with any specific requests for changes to the terms and conditions of this ITN, if any.

The Respondent must initial the designated items, in **Appendix III**, indicating that the Respondent understands and agrees to the terms and conditions as provided in this competitive solicitation.

If the Respondent wants to request additional language or specific changes to the terms and conditions, Respondent must specifically do so in Respondent's solicitation response and include such requests with Appendix III. Requests for additional language or requests for revisions to language in this ITN document must be included in their entirety as part of Respondent's solicitation response under Tab 1 for consideration by FIU and the FIU Foundation. In addition, any documents incorporated by reference in the requests for additional language or request for revisions and any and all forms FIU will need to fill out, prepare or submit to Respondent, if awarded the Contract (as hereinafter defined), must be included in Respondent's solicitation response.

Please be advised that FIU, as a state university, must adhere to applicable laws and regulations and therefore certain terms and conditions may not be altered.

- Tab 2 - Contact information, including name(s), title(s), email address(es), mailing address(es) and phone number(s) for the individual(s) responsible for Respondent's proposal and negotiation during this process, as well as contact information for the individual(s) who should receive any notices related to the Contract if awarded to Respondent.
- Tab 3 - Certificate of Good Standing from Respondent's State of Incorporation
- Tab 4 - Corporate Information/Structure of Respondent and Team

Provide an overview and history of your company and your proposed team (e.g., proposed general contractor, management company, etc.), including, but not limited to, the following:

- A. Name and address of the entity
 - B. Business operated as individual, partnership, corporation or other (explain) (include corporate/company documents, such as the bylaws, articles of incorporation, articles of organization, operating agreements, partnership agreements, etc. [all to the extent applicable to the corporate structure of the entity])
 - C. Length of time entity has been in business under same name
 - D. Primary location of entity's office which will have direct responsibility for this project
- Tab 5 - Experience of the Respondent and Team
 - A. Provide descriptions of not less than three (3) prior projects accomplished by the firm which most closely document the firm's capability to satisfy FIU's and the FIU Foundation's requirements. Include overall project information. If any of the projects involve a public/private partnership, please identify the public entities and the name, address, telephone and email of each project's contract administrator.
 - B. Describe in detail any projects within the last three (3) years where liquidated damages, penalties, liens, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, threatened or filed against the firm.

Tab 6 - Proposed Team/Staffing

(i) For the Facility:

- A. Provide information related to the qualifications and related experience of the key individuals that will be working on the programming, financial analysis, design, construction and management of the Facility. Be sure to specify:
- a. Building type experience – hotel/conference facilities of similar size and complexity;
 - b. Experience with the planning and design of hotel/conference facilities;
 - c. Experience with South Florida design and construction requirements; and
 - d. Experience managing, operating and maintaining hotel/conference facilities:
 - i. Specifically highlight facilities of similar size and complexity completed within the last seven (7) years.

(ii) For the Alumni Center:

- A. Provide information related to the qualifications and related experience of the key individuals that will be working on the programming, design, construction and maintenance of the Alumni Center. Be sure to specify:
- a. Building type experience – Alumni Center mixed used facilities of similar size and complexity;
 - b. Experience with the planning and design of Alumni Center facilities;
 - c. Experience with South Florida design and construction requirements; and
 - d. Experience maintaining similar facilities.

- (iii) Provide copies of all licenses required by the State of Florida to perform the duties required by the projects to be assigned. Provide documentation of insurances required.

Tab 7 - The completed and signed competitive solicitation cover document, along with completed and signed Addendum Acknowledgement Forms, if any. The Respondent shall complete, sign and date the cover document, but shall not alter the language provided in this competitive solicitation document in any way; any such alterations are void.

Tab 8 - Disclosures regarding: (a) Respondent employees having employment relationship with (or holding an office at) FIU, FIU Foundation, State of Florida or any State of Florida agencies AND/OR (b) any FIU, FIU Foundation, or State employee(s) or officers owning an interest of 5% or more of Respondent's company or its affiliates or branches. See Conflict of Interest Provision set forth in this ITN for further conflict related disclosures required.

Tab 9 - Vision

- A. A narrative, not to exceed two pages in length, that addresses the Respondent's overall vision tying design intent with project planning and construction and which will deliver a facility meeting FIU Requirements as specified in this ITN.

Step Two –Technical

Tab 10 - Design and Construction

Please refer to **Appendix IV** which includes sample renderings of the Facility and Alumni Center. FIU has included these renderings as reference, but Respondent may propose alternative designs.

- (i) For the Facility:
- A. Design illustrating applicant's Respondent's understanding of the scope of services, design intent, other goals and considerations and highlighting overall qualifications
- B. Provide project narrative that includes:
- a. Identification of the critical issues for the project to be successful; and
 - b. Describe how project will be designed/constructed to meet FIU's objectives stated in the project description.
- C. Provide an implementation plan that includes the following:
- a. A brief description of the major steps in the implementation process;
 - b. Any major activity that will involve FIU coordination; and
 - c. The time frames for critical activities and other tasks.
- (ii) For the Alumni Center:
- A. Design illustrating Respondent's understanding of the scope of services, design intent, other goals and considerations and highlighting overall qualifications
- B. Provide project narrative that includes:
- a. Identification of the critical issues for the project to be successful; and
 - b. Describe how project will be designed/constructed to meet FIU's objectives stated in the project description.
- C. Provide an implementation plan that includes the following:
- a. A brief description of the major steps in the implementation process;
 - b. Any major activity that will involve the FIU Foundation coordination;
 - c. The time frames for critical activities and other tasks; and
 - d. Mitigation plan to reduce risks and minimize change orders.

Tab 11 - Financials

(i) For the Facility:

- A. A schedule for the initiation and completion of the Facility and total project cost based on the project scope and conditions. Please refer to **Appendix V** for a sample project costs template. Respondent may use this template or its own document, but all anticipated project costs must be included.
- B. Evidence that the Respondent has the capacity to obtain the necessary financing to accomplish the project and describe how this financing might be obtained and repaid. If the Respondent plans to use its own assets for the project, sufficient information must be provided that substantiates and availability of the assets for use in the project.
- C. A detailed financial analysis of projected revenues, expenses, debt service, excess cash flow, the distribution of excess cash flow to the University and the anticipated return on investment and internal rate of return to the Respondent for the term of the project. As per the Florida Board of Governors Public-Private Partnership Guidelines, available at <http://www.flbog.edu/about/regulations/guidelines.php>, the project should generate a minimum debt service coverage of 1.20x and the term of any project debt should not exceed thirty (30) years, exclusive of the time required for construction of the Facility. Financial analysis and projections must cover the length of any debt issued or 10 years, whichever is greater, and must include any anticipated or planned refinancing by the Respondent and how such refinancing will affect excess cash flow distributions to FIU and the impact on the projects internal rate of return and return on investment.

Please refer to **Appendix VI** for further information on the required level of detail in the financial analysis. Respondent may use this template or its own document, but a full and detailed financial analysis containing, at a minimum, the details outlined herein must be included.

- D. Financial analysis should include a detailed assessment of Respondent's anticipated demand for the project, details of ground lease or in-kind payments to FIU, support maintenance and operations such that high quality transient accommodations and conference services are sustained and benefits to the University are maximized.
- E. The effect, if any, of the project on the university's credit rating.
- F. A plan describing adequate safeguards that will be implemented to reasonably mitigate and manage foreseeable risks of future costs or service disruptions for FIU in the event of material default or cancellation of the Contract.
- G. Three (3) years' audited or independently prepared financial statements in a single, separate envelope labeled "Confidential Proprietary Financial Information."

(ii) For the Alumni Center:

- A. A schedule for the initiation and completion of the Alumni Center and total project cost based on the project scope and conditions. Please refer to **Appendix V** for a sample project costs template. Respondent may use this template or its own document, but all anticipated project costs must be included.

- B. Three (3) years' audited or independently prepared financial statements in a single, separate envelope labeled "Confidential Proprietary Financial Information."
- Tab 12 - Description of Respondent's activities in support of the University Priorities outlined above and how each are to be tracked and assessed.
- Tab 13 - Information regarding subcontractors (list of subcontractors with services to be provided by each [specific as to both the Facility and the Alumni Center] and amount Respondent will pay to each; Respondent's certification that subcontractors are appropriately licensed and registered with the State of Florida, if not already provided under Tab 6 above).
- Tab 14 - **Appendix VII**, Certificate of Non-Segregated Facilities, completed, signed and dated.
- Tab 15 - **Appendix VIII**, Affidavit of Trade Secret Certification, completed and signed by a high level officer of the Respondent as to applicable trade secrets contained in the Respondent's documents; Respondent must segregate and clearly mark all documents certified in **Appendix VIII** and include such documents in this section (tab) of Respondent's proposal.
- Tab 16 - Insurance – See **Section 4.1** for further information on this requirement.
- Tab 17 - Additional information requested in the competitive solicitation and/or addenda, if applicable.
- Tab 18 - As it relates to the Facility, information on the economic benefit to the University (e.g., sublease rental payment or other financial benefits); other quantifiable financial benefits such as paid student internships and work-study opportunities, full time employment opportunities to qualified FIU graduates, commissions/rebates for referrals from FIU and FIU Foundation business, and preferential room rates in the Facility for FIU faculty/staff, students, and alumni; terms requested by the Respondent for inclusion in the Contract, as defined herein, to be negotiated between FIU and the Successful Respondent.
- Tab 19 - Additional pertinent information Respondent would like to provide.

1.5 Exceptions to Specifications

Respondent's failure to accept the terms and conditions outlined in this competitive solicitation document can be grounds for FIU's rejection of Respondent's solicitation response. FIU may accept alternative language proposed by the Respondent at its own discretion to the best interest of the University, but this is not a guarantee. Respondent is encouraged to limit the amount of exceptions in order to prevent the potential rejection of Respondent's solicitation response. Any exceptions or alternative language should be outlined, as part of Tab 1, in the following format: list the ITN's original language and then the Respondent's alternative language or exception.

1.6 Evaluation

1.6.1 Step One – Qualifications

The evaluation criteria are provided below.

Criteria

Vision

Experience

Team

(i) For the Facility:

- Vision: A narrative that addresses the Respondents overall vision tying design intent with project planning and construction, which will deliver a facility meeting FIU Requirements as specified in this ITN.
- Experience: Evidence that the Respondent has successfully developed and managed projects of similar scope suitable for our campus needs.
- Team: Evidence that the team has the qualifications and experience to timely and properly execute the proposed development in keeping with the requirements contained herein and successfully operate and maintain a high quality Facility.

(ii) For the Alumni Center:

- Vision: A narrative that addresses the Respondents overall vision tying design intent with project planning and construction, which will deliver a facility meeting FIU Requirements as specified in this ITN.
- Experience: Evidence that the Respondent has successfully developed and constructed projects of similar scope suitable for our campus needs.
- Team: Evidence that the team has the qualifications and experience to timely and properly execute the proposed development in keeping with the requirements contained herein and successfully maintain a high quality Alumni Center.

1.6.2 Best and Final Offer

The evaluation criteria are provided below.

Criteria

Design, Planning and Construction

Experience
Team
Financials
Economic Benefits

(i) For the Facility:

- **Design, Planning and Construction:** A clear picture that the design intent, project planning and construction will deliver a facility of outstanding design, built to high standards, meeting the FIU Requirements and any other requirements specified in this ITN and in a timely manner. Assurance that the Respondent understands: (a) the University's mission; and (b) the objectives of the ITN.
- **Experience:** Evidence that the Respondent has successfully developed, constructed, maintained and managed projects of similar scope suitable for our campus needs.
- **Team:** Evidence that the team has the qualifications and experience to timely and properly execute the proposed development in keeping with the requirements contained herein and successfully operate and maintain a high quality Facility.
- **Financials:**
 - Evidence that the proposed team has the financial strength and sufficient working capital to meet the procurement requirements.
 - Clear indication that the respondent intends to generate revenues to cover debt service, maintenance, and operations such that a high quality transient and conference experience is sustained and benefits to the University are maximized.
 - Best value to FIU based on total project cost in relation to the proposed design.
- **Economic Benefit:** Clear description of the financial return to the University through ground rent or other quantifiable financial benefits such as paid student internships and work-study opportunities, full time employment opportunities to qualified FIU graduates, and preferential room rates in the Facility for FIU faculty/staff, students, and alumni.

(ii) For the Alumni Center:

- Design, Planning and Construction: A clear picture that the design intent, project planning and construction will deliver a facility of outstanding design, built to high standards, meeting the FIU Requirements and any other requirements specified in this ITN and in a timely manner. Assurance that the Respondent understands: (a) the University’s mission; and (b) the objectives of the ITN.
- Experience: Evidence that the Respondent has successfully developed, constructed and maintained projects of similar scope suitable for our campus needs.
- Team: Evidence that the team has the qualifications and experience to timely and properly execute the proposed development in keeping with the requirements contained herein and successfully maintain a high quality Alumni Center.
- Financials:
 - Evidence that the proposed team has the financial strength and sufficient working capital to meet the procurement requirements.
 - Best value to FIU Foundation based on total project cost in relation to the proposed design.

1.7 Definitions

“**Authorized FIU Representative**” means the FIU Purchasing representative assigned to handle all Vendor communications related to this competitive solicitation (**See Section 2.1**).

“**Contract**” means, (i) as it relates to the Facility, the formal bilateral ground sublease agreement, and, if applicable, the Operations and Maintenance Agreement signed by the representatives of FIU and the Successful Vendor; and, (ii) as it relates to the Alumni Center, the formal bilateral design build agreement, and, if applicable, the Maintenance Agreement signed by the representatives of the FIU Foundation and the Successful Vendor.

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

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

“**Website**” means the FIU Purchasing Services Department’s website at <http://finance.fiu.edu/purchasing>.

The words “**shall**,” “**must**,” or “**will**” are equivalent and indicate mandatory requirements or conditions. FIU 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. Vendor’s deviation from any such desirable conditions or requirements may result in Vendor’s solicitation response being considered as not being in FIU’s best interest.

1.8 FIU Environment

FIU is a public top-tier research institution with a student body of nearly 54,000 and over 9,000 faculty and staff. The University operates two main campuses in Miami-Dade County—namely MMC and the Biscayne Bay Campus. Additionally, it operates the Wolfsonian Museum, Library and Research Center, the Brickell Center, the Lincoln Road Center, the Center for Engineering and Applied Sciences, FIU@I-75 in Miramar and the Jewish Museum of Florida. The main campus, MMC, is located in West Dade and occupies 344 acres of land which contributes to the pleasant collegiate atmosphere encompassing an environmental preserve, library, residence halls, sports arena, football stadium and other wonderful attributes. The FIU Center for Engineering and Applied Sciences is a 36 acre urban research and training complex, located on the corner of N.W. 107th Avenue and Flagler Street in West Dade. The building consists of 180,000 usable square feet, housing approximately 500 employees and numerous classes and research labs. Biscayne Bay Campus, located on 195 acres on Biscayne Bay, is the hub for FIU’s community outreach effort. The Wolfsonian Museum uses objects to illustrate the persuasive power of art and design, to explore what it means to be modern, and to tell the story of social, historical, and technological changes that have transformed our world. The Brickell Center houses the College of Business Administration and the Green School of International & Public Affairs, which offers accelerated graduate programs designed specifically to meet the needs and schedules of today's working professionals. The Green School of International & Public Affairs focuses on economic development, planning, performance improvement and policy solutions to public, private and non-profit organizations in South Florida. The Lincoln Road Center houses a design studio for graduate students in architecture, interior design, and landscape architecture, a gallery with exhibition and performance space as well as studio space for graduate visual arts students, music practice rooms and an ensemble room that will enhance the College’s collaboration with the nearby New World Symphony. FIU@I75 in Miramar is part of an innovative educational complex that offers non-traditional undergraduate and graduate students a distinctive higher educational experience. The structure of the programs offered there has successfully made the lives of working adults easier by scheduling class-time around working hours. Evening and weekend courses, as well as fast-track programs, are available to accommodate non-traditional adult students who lead busy lifestyles. More than 110,000 FIU alumni live and work in South Florida. In 2016, FIU was designated as a R1 Highest Research Institution by the Carnegie Foundation.

For more about FIU, please visit www.fiu.edu.



2.0 PROCESS

2.1 Authorized FIU Representative/Respondent's Submission of Solicitation Response

The Authorized FIU Representative for this competitive solicitation is:

KENIA JUNCO
FLORIDA INTERNATIONAL UNIVERSITY
MODESTO A. MAIDIQUE CAMPUS
PURCHASING SERVICES DEPARTMENT
CAMPUS SUPPORT COMPLEX – CSC 411
11200 S.W. 8th Street
MIAMI, FLORIDA 33199
EMAIL: Kenia.Junco@fiu.edu

2.2 Vendor Communications and/or Inquiries

The Vendor shall review this competitive solicitation in its entirety to determine whether FIU's and the FIU Foundation's objectives, scope of services, conditions and requirements are clearly stated. If Vendor has any questions regarding this competitive solicitation, Vendor must submit such inquiries and requests for clarification via email only to the Authorized FIU Representative. 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 by the Vendor.

FIU and the FIU Foundation will consider only those communications and/or inquiries submitted via email and received by the Authorized FIU Representative on or before the Inquiry Deadline Date specified in **Section 1.2, "Calendar of Events."** Unless the Authorized FIU Representative specifically requests Vendor to provide additional communications, FIU and the FIU Foundation will not accept or consider any of Vendor's written or other communications and/or inquiries (except solicitation responses) received between the Inquiry Deadline Date and the posting of an award, if any, under this competitive solicitation.

To the extent FIU and/or the FIU Foundation (as applicable) determine, in their sole discretion, to respond to any communications, inquiries or requests for clarification, FIU's and/or the FIU Foundation's response (as applicable) will be made in an addendum to this competitive solicitation and posted on the Website.

FIU and the FIU Foundation 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.

Only those communications that are in writing from the Authorized FIU Representative shall be considered as duly authorized expressions on behalf of FIU and/or the FIU Foundation.

2.3 Restricted Vendor Communications

From the date of issuance of this competitive solicitation until FIU and the FIU Foundation take final action, the Vendor must not communicate with any FIU/FIU Foundation employees, Evaluation Committee members or FIU/FIU Foundation representatives regarding this competitive solicitation or Vendor's solicitation response except as provided herein or as expressly requested by the Authorized FIU Representative. Violation of this restriction may result in rejection of the Vendor's solicitation response.

2.4 Addenda

Purchasing Services will post any Addenda to this competitive solicitation 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.

2.5 Protests – Intent to Award

Any Vendor/interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision, or intended decision shall file a protest in compliance with the Florida Board of Governors' regulations. Failure to file a protest in accordance with Florida Board of Governors' regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

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 FIU holidays. Failure to file a protest in accordance with the above stated regulations shall constitute a waiver of protest proceedings.

2.6 Submission of Solicitation Responses

Vendor's solicitation response to this competitive solicitation shall be prepared in accordance with **Section 1.4, "Solicitation Response"** and may be submitted in a sealed envelope or electronically per the instructions outlined below. Vendors are strongly encouraged to submit responses electronically.

2.6.1 Sealed Submission of Solicitation Responses

Vendor's sealed solicitation response must be received by the Authorized FIU Representative on or before the Initial Response Due Date specified in **Section 1.2, "Calendar of Events"** at Florida International University, Modesto A. Maidique Campus, Purchasing Services Department, Campus Support Complex, CSC 411, 11200 S.W. 8 Street, Miami, Florida 33199, according to the time clock in FIU's Purchasing Services Department. FIU and the FIU Foundation will accept solicitation responses up to, and no solicitation responses may be withdrawn after, the Initial Response Due Date and time indicated under **Section 1.2**. Vendor must allow sufficient time to ensure the Authorized FIU Representative's receipt of the solicitation response package by no later

than 2:00 p.m. EST on the Initial Response Due Date. Solicitation responses must be delivered in sealed envelopes with the following information clearly provided on the front of the envelope: The Authorized FIU Representative's name and address as provided in **Section 2.1**, the following language: **"E-ITN67-001 Hotel, Conference Center, Parking and Alumni Center at MMC"** and the date and time of the Initial 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, Vendor is asked to submit one (1) courtesy copy of the solicitation response on CD or PC compatible disk, preferably in .pdf format.

2.6.2 Electronic Submission of Solicitation Responses

Vendor shall submit electronic solicitations with the following language: **"E-ITN67-001 for Hotel, Conference Center, Parking and Alumni Center at MMC."** All solicitation responses submitted electronically must be submitted through DemandStar.com (www.demandstar.com) by no later than 2:00 p.m. EST on the Initial Response Due Date.

All electronic submittals must be contained in one (1) file and compatible with Microsoft Office 2013 or PDF format. E-Bidding (submission of solicitation responses) will be done through a web based secure locked box. Vendors can only view/submit their E-Bid (solicitation response) and will not have access to any other Vendor's submittals. The Vendor's E-Bid may be changed at the Vendor's discretion until the Initial Response Due Date at 2:00 p.m. EST, at which time the Vendor will no longer be able to change or have access to its electronic E-Bid submittal. The Authorized FIU Representative will then open the E-Bids. Vendors who are E-Bidding for the first time are strongly encouraged to contact DemandStar.com at (800)711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

Solicitation responses uploaded to DemandStar.com (i.e., www.demandstar.com) after the Initial Response Due Date at 2:00 p.m. EST shall not be considered. It is the sole responsibility of the Vendor to ensure that its solicitation response is uploaded before such date and time. Neither FIU nor the FIU Foundation shall be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

Note: It is strongly recommended to upload your response in adequate time to assure that it will post on the day prior to the closing date.

Regardless of the form of delivery, it is the Vendor's responsibility to ensure that the solicitation response package is received in its entirety by the Initial Response Due Date and time. For sealed envelope submissions, it is the Vendor's sole responsibility to ensure that the solicitation response package is received at the Authorized Representative's mailing address (See Section 2.1). Vendor may not include more than one solicitation response (along with the copies) per sealed envelope or electronic file.

2.7 Required Solicitation Response Format

To facilitate FIU's and the FIU Foundation's analysis of Vendor's solicitation response, the Vendor must prepare its solicitation response in accordance with the instructions provided in this

competitive solicitation. If Vendor's solicitation response deviates from these instructions, such solicitation response may, in FIU's and/or the FIU Foundation's sole discretion, be rejected.

2.8 Economy of Presentation

The Vendor must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its solicitation response. Vendor should prepare its solicitation response simply and economically, providing a straightforward, concise description of the Vendor's capability to satisfy the conditions and requirements of this competitive solicitation (fancy bindings, colored displays, and promotional material are not desired). Vendor's emphasis should be on completeness and clarity of content. To expedite FIU's and the FIU Foundation's evaluation of the solicitation response, Vendor should follow the instructions contained herein. Neither FIU nor the FIU Foundation shall be liable for any costs incurred by Vendors in responding to this competitive solicitation, including, without limitation, costs for any oral presentations requested by FIU and/or the FIU Foundation.

2.9 Solicitation Responses Must be in Ink or Typed

If mailing the solicitation, Vendor's solicitation response must be typed or printed in permanent ink.

2.10 Vendor's Signature

Where Vendor's signature is required, Vendor's solicitation response must contain Vendor's authorized representative's manual signature, in permanent ink, in the space provided.

Where Vendor's signature is required and Vendor is submitting the solicitation response by E-Bidding, an authorized Vendor's signature must be in the space(s) provided and then upload the document through the E-Bidding process. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include facsimiles/PDF signatures that shall have the same legal force and effect as an original signature.

2.11 Complete Responses Required and Use of Forms

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. Vendor must submit on the forms herein or FIU and/or the FIU Foundation may reject the Vendor's solicitation response.

2.12 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 FIU's and/or FIU Foundation's finding that the Vendor's solicitation response is non-responsive.

2.13 Solicitation Response Validity Period

Vendor's solicitation response shall, in its entirety, remain valid for 180 calendar days after the Solicitation Response Due Date.

2.14 Solicitation Response

At 2:00 p.m. on the Solicitation Response Due Date, FIU will open all timely submitted solicitation responses for the sole purpose of recording the names of the Vendors submitting solicitation responses.

3.0 SELECTION PROCESS

FIU will conduct the following selection process:

- FIU and the FIU Foundation establish an evaluation committee (the “**Evaluation Committee**”) to evaluate the responses. FIU and the FIU Foundation have contracted with Jones Lang LaSalle (JLL) and the law firm of Bryant Miller Olive to assist the evaluation committee throughout the selection process.
- The Evaluation Committee reviews and evaluates the solicitation responses, containing Step One materials and the Respondent presentations (if any) according to the Step One evaluation criteria and provides a consensus opinion of all initial proposals.
- The Evaluation Committee determines a short list of Respondents (“**Shortlisted Respondents**”). Those Shortlisted Respondents will continue in the evaluation process, which will require the completion and submission of Step Two materials.
- A negotiation team established by FIU and the FIU Foundation (the “**Negotiation Team**”) may negotiate with the Shortlisted Respondents following receipt of the Step Two materials. Negotiations may involve Shortlisted Respondent presentations, site visits, oral interviews, additional written information, internal staff analysis and presentations, feedback from outside consultants, discussions with the Shortlisted Respondents about their capabilities and plans for servicing FIU and the FIU Foundation, as applicable, and/or any other information deemed helpful to more fully evaluate the Respondents.
- After negotiations have been completed to the satisfaction of the Negotiation Team, or if no negotiations are held following the evaluation, the Shortlisted Respondents will be given a deadline for submission of a “best and final offer” (BAFO). The negotiation process will stop upon submission of the BAFO. Shortlisted Respondents will not be allowed to make further adjustments to their offer or communicate further with the University or with the FIU Foundation, except to respond to requests for clarification from the Evaluation Committee.
- The Evaluation Committee reviews and evaluates the BAFO and solicitation responses, taking into account all information gained from any site visits, Vendor presentations, Vendor management team interviews, and discussions with the Vendors about their

capabilities and plans for servicing FIU and the FIU Foundation (as applicable) according to the evaluation criteria set forth under **Section 1.6.2**, and develops a ranked order of Vendors.

- The recommendation of the Evaluation Committee will be submitted to the Director of Purchasing for review and approval, to the Senior Vice President and Chief Financial Officer or his designee with final decision making authority (the “**University Official**”) and to the CEO of the FIU Foundation (the “**FIU Foundation Official**”) for a final decision regarding award.
- The University Official and the FIU Foundation Official shall consider the Evaluation Committee’s recommendation and determine which Vendor to enter into a Contract with.

3.1 Contract Award

FIU 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 FIU and to the FIU Foundation.

FIU and the FIU Foundation may reject all solicitation responses if such action is in FIU’s and the FIU Foundation’s best interest.

FIU and the FIU Foundation reserve 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 FIU’s or the FIU Foundation’s best interest. FIU may waive informalities and minor irregularities in solicitation responses.

FIU and the FIU Foundation are not obligated to make an award under or as a result of this competitive solicitation. FIU and the FIU Foundation reserve the right to award a Contract to the Vendor(s) submitting a solicitation response that FIU and the FIU Foundation, in their sole discretion, determine is in FIU’s and the FIU Foundation’s best interest.

4.0 SPECIFIC TERMS

4.1 Insurance

(A) Construction & Design (for both the Facility & the Alumni Center):

The Successful Vendor will be responsible for complying with FIU standard insurance requirements relating to the design and construction of a building defined as a major project in addition to any applicable bond requirements. The insurance and bond requirements are posted in the following website: <http://facilities.fiu.edu/formsandstandards.htm>

(B) Contract Requirements (for the Facility):

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

<u>Commercial General Liability</u>	\$5,000,000	General Aggregate	<i>(minimum)</i>
(a) Bodily Injury & Property Damage	\$5,000,000	Each Occurrence	<i>(minimum)</i>
(b) Damage to Rented Premises	\$100,000		
(c) Products/Completed Operations	\$5,000,000		
(d) Advertising & Personal Injury	\$1,000,000		
(e) Contractual Liability	\$5,000,000		
(f) Medical Payments	Optional		

<u>Automobile Liability</u>	\$500,000		<i>(minimum)</i>
<i>(owned/non-owned/leased)</i>			

Workers' Compensation Statutory Limits

<u>Employer's Liability</u>	\$500,000	Bodily injury by accident;	<i>(minimum)</i>
	\$500,000	Disease-Each Employee;	<i>(minimum)</i>
	\$500,000	Disease Aggregate	<i>(minimum)</i>

<u>Umbrella Liability</u>	\$5,000,000	Each Occurrence	<i>(minimum)</i>
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Property Insurance: Special form property insurance (including windstorm & flood coverage). The special form property insurance coverage shall be in an amount equal to the full insurable replacement value of any buildings, improvements or fixtures located on the subleased land. Property insurance coverage shall also cover all of the Successful Respondent's furniture, fixtures, equipment, inventory and any other personal property owned, on loan and used in Successful Respondent's business and found in, on, or about Successful Respondent's leased space.

<u>Pollution / Environmental Liability</u>	\$1,000,000		<i>(minimum)</i>
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<u>Professional Liability/Errors & Omissions</u>	\$1,000,000		<i>(minimum)</i>
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<u>Liquor Liability</u>	\$ 5,000,000		<i>(minimum)</i>
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Boiler & Machinery: Limit of insurance shall be in an amount equal to the full insurable replacement value of all covered equipment/property located on the subleased land.

In order for 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 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, Successful Vendor will have access to such coverage, or

- c. A Certificate of Insurance from Successful Vendor's insurer stating that the Successful Vendor meets the currently specified insurance requirements.

The Successful Vendor shall submit to: FIU Purchasing Services Department, Campus Support Complex, CSC 411, 11200 S.W. 8th Street, Miami, Florida 33199, true and correct copies of certificates of such insurance prior to the effective date of the Contract and shall submit annually thereafter. Proof of Property Insurance and Boiler & Machinery coverage will be required at the time the building is completed and annually thereafter.

The certificates of insurance shall indicate that such insurance carry endorsements which name *The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds and/or loss payee, as applicable.* The Successful Vendor's Commercial General Liability policy shall be primary and any insurance carried by FIU shall be noncontributing with respect thereto.

The policies shall carry an endorsement to provide thirty (30) days prior written notice to FIU 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 to provide thirty (30) days prior written notice to FIU, the Successful Vendor will be required to provide thirty (30) days prior written notice to FIU in the event of cancellation or reduction in the coverage or amount and secure any new insurance as required to comply with the Contract to ensure continuous coverage. If the Successful Vendor fails to secure and maintain insurance policies complying with the provisions of the Contract, FIU may terminate the Contract. The Successful Vendor shall do nothing that will adversely affect FIU, 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 the Contract.

FIU reserves the right to cancel any award made or cancel the Contract if Successful Vendor fails to supply and/or maintain the required coverage.

Successful Vendor's procuring of the required insurance shall not relieve the Successful Vendor of any obligation or liability assumed under the Contract, including, specifically, the indemnity obligations. The Successful Vendor may carry, at his own expense, such additional insurance, as Successful Vendor deems necessary. FIU 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 Successful 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.

If the professional liability coverage is provided on a claims-made basis, then such insurance shall continue for three (3) years following the completion of the performance or the attempted

performance of the provisions of the Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of the Contract. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date or coinciding with the effective date of the Contract, the Successful Vendor must purchase Extended Reporting (“**Tail**”) coverage for a minimum of three (3) years following the completion of the performance or the attempted performance of the provisions of the Contract.

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

FIU reserves the right to modify any of the foregoing insurance requirements at any time prior to or after the execution of a Contract.

(C) Contract Requirements (for the Alumni Center, as it relates to the Maintenance Agreement):

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

<u>Commercial General Liability</u>	\$2,000,000	General Aggregate	<i>(minimum)</i>
(a) Bodily Injury & Property Damage	\$1,000,000	Each Occurrence	<i>(minimum)</i>
(b) Products/Completed Operations	\$1,000,000		
(c) Advertising & Personal Injury	\$500,000		
(d) Contractual Liability	\$1,000,000		
(e) Medical	Payments	Optional	
<u>Automobile Liability</u> <i>(owned/non-owned/leased)</i>	\$500,000		<i>(minimum)</i>
<u>Workers’</u>	<u>Compensation</u>	Statutory Limits	
<u>Employer’s Liability</u>	\$500,000	Bodily injury by accident;	<i>(minimum)</i>
	\$500,000	Disease-Each Employee;	<i>(minimum)</i>
	\$500,000	Disease Aggregate	<i>(minimum)</i>

In order for 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 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, Successful Vendor will have access to such coverage, or
- c. A Certificate of Insurance from Successful Vendor's insurer stating that the Successful Vendor meets the currently specified insurance requirements.

The Successful Vendor shall deliver to: FIU Purchasing Services Department, Campus Support Complex, CSC 411, 11200 S.W. 8th Street, Miami, Florida 33199, true and correct copies of certificates of such insurance within ten (10) business days of notice of formal award.

The certificates shall indicate that the Commercial General Liability carries an endorsement (no more restrictive than CG 20 10) which names the ***Florida International University Foundation, Inc., The Florida International University Board of Trustees, Florida International University, the State of Florida, The Florida Board of Governors, and their respective trustees, directors, officers, employees and agents, as additional insureds.*** The Successful Vendor's policy shall be primary and any insurance carried by FIU or the FIU Foundation shall be noncontributing with respect thereto.

The policies shall carry an endorsement to provide thirty (30) days prior written notice to the FIU Foundation 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 to provide thirty (30) days prior written notice to the FIU Foundation, then the Successful Vendor will be required to provide thirty (30) days prior written notice to the FIU Foundation 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, FIU Foundation may terminate the Contract. Successful Vendor shall do nothing that will adversely affect FIU Foundation, 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, the Successful Vendor shall require all subcontractors, consultants, and agents providing services on the project to carry any and all insurance coverage that adequately covers each consultant's exposure based on the type of services they are providing in connection with the project.

The FIU Foundation reserves the right to cancel any award made or cancel the Contract if 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 Successful Vendor of any obligation or liability assumed under the Contract, including specifically the indemnity obligations. The Successful Vendor may carry, at his own expense, such additional insurance, as Successful Vendor deems necessary. The Successful Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Successful 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.

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

FIU and the FIU Foundation reserve the right to modify any of the foregoing insurance requirements at any time prior to or after the execution of a Contract.

4.2 Software Warranty and Back up

If Successful Vendor is providing software to FIU and/or to the FIU Foundation, 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 documentation for the product. In addition, FIU and/or the FIU Foundation may create and retain a copy of the software and related documentation for back up and disaster recovery purposes and for archival purposes. This provision shall survive termination or expiration of the Contract.

4.3 Safety

FIU seeks to furnish its students and employees with a place of work and study that is free from recognized hazards that are causing or are likely to cause death or serious physical harm, and one that complies with occupational health and safety standards promulgated under Occupational Safety and Health Act of 1970 (OSH ACT). Therefore, the Successful Vendor is required to comply with the occupational safety and health standards and all rules, regulations and orders issued pursuant to the OSH ACT while on the University's premises.

4.4 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 FIU's regulations policies, and procedures while performing the Contract and/or while on the University's premises. FIU's regulations, policies and procedures, as it may be updated, is available at: <http://policies.fiu.edu/>.

We are proud to be a Tobacco and Smoke Free Campus, which means that smoking and/or the use of any tobacco product is not permitted in any area of the University campus, including buildings, green spaces, vehicles and parking areas. Visit <http://tobacco-free.fiu.edu> for more information.

4.5 Public Records Laws; Trade Secrets Certification

As a public body corporate of the State of the Florida, FIU is subject to Chapter 119 of Florida Statutes, commonly known as the Florida Public Records Law. This competitive solicitation is a public record. Any documents Vendor submits to FIU in response to this competitive solicitation shall also become a public record, which will similarly be subject to the Florida Public Records Law. As required by law, FIU will respond to public records requests without providing Vendors whose documents have been requested any notice.

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

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

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

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

4.6 Parking

The Successful Vendor shall ensure that all of the Vendor's and Vendor's employees', agents' and subcontractors' vehicles parked on the University premises have proper parking permits. All vehicles must be registered with, and have parking permits purchased from FIU's Parking Services Department properly displayed. Vendor and Vendor's employees, agents and subcontractors shall observe all parking regulations. The failure to purchase parking permits, properly display them, and otherwise comply with all FIU's parking regulations could result in the ticketing and/or the towing of Vendor's or Vendor's employees', agents' and/or subcontractors' vehicles. For additional parking information, contact FIU's Department of Parking and Transportation at (305) 348-3615.

4.7 Public Entity Crimes

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

4.8 Waiver of Rights and Breaches

No right conferred on FIU and/or the FIU Foundation 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 FIU and/or the Foundation (as applicable). FIU's and/or the FIU Foundation's waiver of a right or breach shall not constitute a waiver or excuse of any other right or breach.

4.9 Conflict of Interest

The award of this competitive solicitation is subject to the provisions of Florida Statutes, Chapter 112, and any other laws, regulations and/or policies concerning conflicts of interest in dealing with entities of the State of Florida (collectively, "Conflicts of Interest Rules"). Submission of a solicitation response, and acceptance of a Contract resulting from this ITN, shall require certification that Vendor is aware of and has complied with the requirements of the Conflicts of Interests Rules, including any requirement to file appropriate disclosures with the State of Florida Commission of Ethics prior to submission of a solicitation response.

Solely by way of example, Vendor must disclose in its solicitation response the name of any officer, director, or agent of the Vendor who is also an employee or public officer of FIU, the FIU Foundation, the State of Florida or of any of its agencies. Further, Vendor must disclose in its solicitation response the name of any FIU, FIU Foundation or State employee or public officer (or his or her spouse or child) who owns, directly or indirectly, an interest of five (5%) or more of the Vendor's company or any of its affiliates or branches.

In addition, in accordance with Section 112.3185, Florida Statutes, by submitting a solicitation response, the Vendor certifies that no individual employed by the Vendor or subcontracted by the Vendor has an immediate relationship to any FIU or FIU Foundation employee or public officer who was or is directly or indirectly involved in any way in the drafting, evaluating, or awarding of this competitive solicitation.

Failure to disclose the required information or violation of the Conflicts of Interest Rules 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.

4.10 Covenant Against Commissions, or Brokerage and Contingent Fees

By submitting a solicitation response, the Vendor warrants that 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 FIU and a Contract with the FIU Foundation, Successful Vendor warrants that the Successful Vendor 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 Successful Vendor's breach or violation of this warranty, FIU and the FIU Foundation shall each have 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 FIU and the FIU Foundation under such Contract, at law or in equity.

4.11 Disposition of Solicitation Responses

All solicitation responses become the property of FIU and the FIU Foundation, and FIU and the FIU Foundation shall have the right to use all ideas, and/or adaptations of those ideas, contained in any solicitation response received in response to this competitive solicitation. Any parts of the solicitation response, and any other material(s) submitted to FIU and to the FIU Foundation with the solicitation response will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. FIU's and/or FIU Foundation's selection or rejection of a solicitation response will not affect this exemption.

4.12 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 FIU and to the FIU Foundation as a condition of award of a Contract.

4.13 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 FIU and the FIU Foundation, as applicable, enter into written subcontract(s) for performance of certain of its functions under such Contract, subject to the terms and provisions of the 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 FIU and/or the FIU Foundation, as applicable. 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. Vendor will fully notify any subcontractors of Vendor's responsibilities pursuant to the 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.

Vendor shall require all of its subcontractors to provide aforementioned insurance coverage as well as any other coverage that the Vendor may consider necessary, and any deficiency in coverage or policy limits of said subcontractor will be the sole responsibility of the Vendor.

4.14 Small Business Minority Enterprise (SMBE) Reporting

It is FIU'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, and architectural and engineering services.

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 FIU 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.

4.15 Equal Opportunity Statement

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

The Successful Vendor will comply with the provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the Contract regardless of value.

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

If the Vendor anticipates receiving \$10,000 in orders during the first 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 VII**.

If the Successful Vendor anticipates receiving \$50,000 in orders during the first 12 months of the Contract, and employs more than 50 people, the Successful Vendor will complete and file prior to March 1 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 FIU's request.

4.16 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 FIU's and the FIU Foundation's unilateral cancellation of the Contract.

4.17 Governing Law and Venue

This ITN and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. FIU, the FIU Foundation and the Respondent hereby agree that this ITN and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Miami-Dade County, Florida.

4.18 Annual Appropriations

The University's performance and obligations under any agreements resulting from this ITN are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

4.19 Contractual Precedence

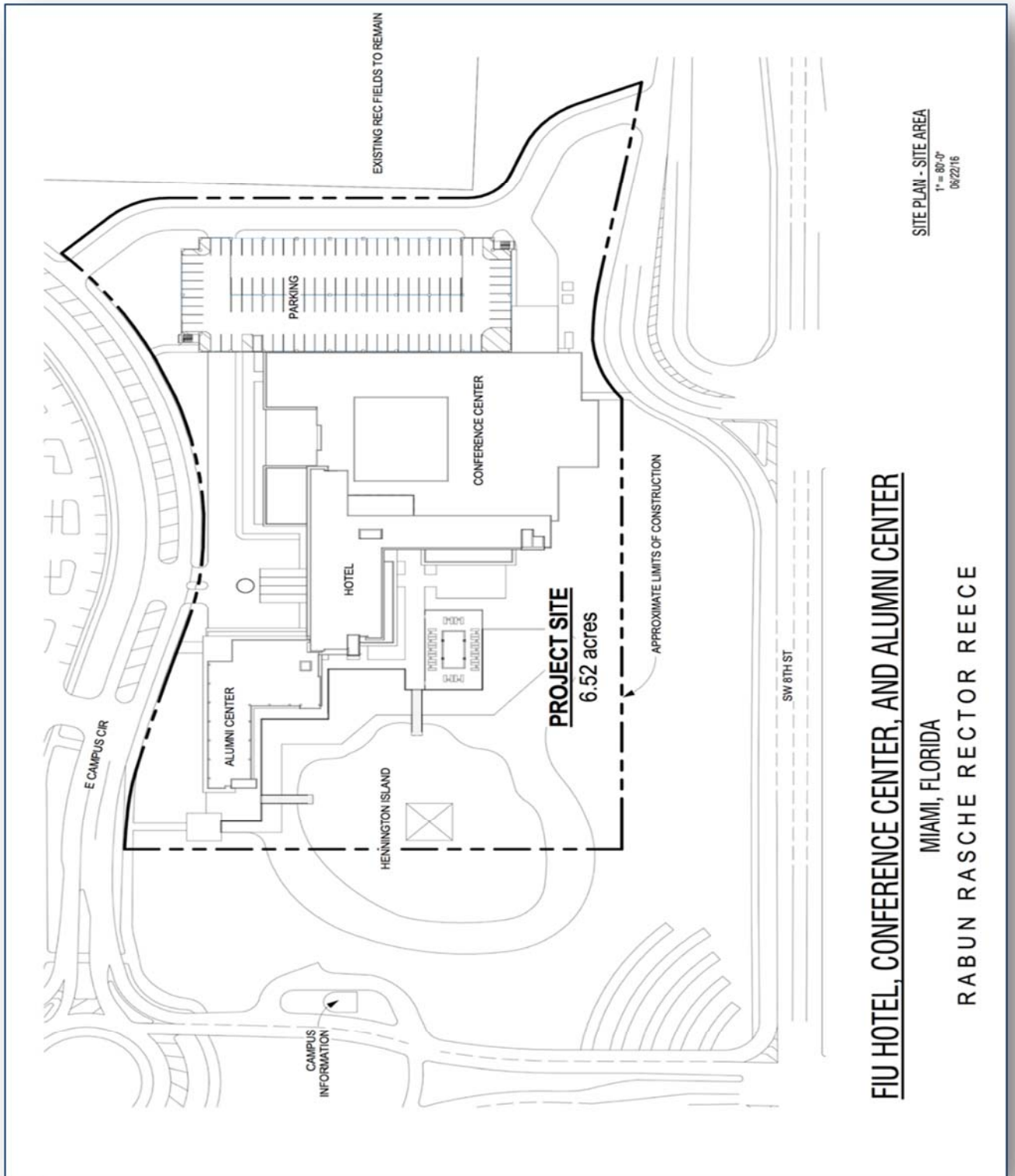
The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by FIU's and/or FIU Foundation's duly authorized signatory constitutes the entire and exclusive agreements between the parties. Attachments and/or addenda may include, but are not limited to, this ITN and Vendor's ITN response (comprised of the solicitation response and the best and final offer). In the event of any conflict or inconsistency between these documents, the order of precedence is:

- A. The Contract;
- B. The ITN;
- C. Successful Respondent's BAFO; and
- D. Successful Respondent's solicitation response.

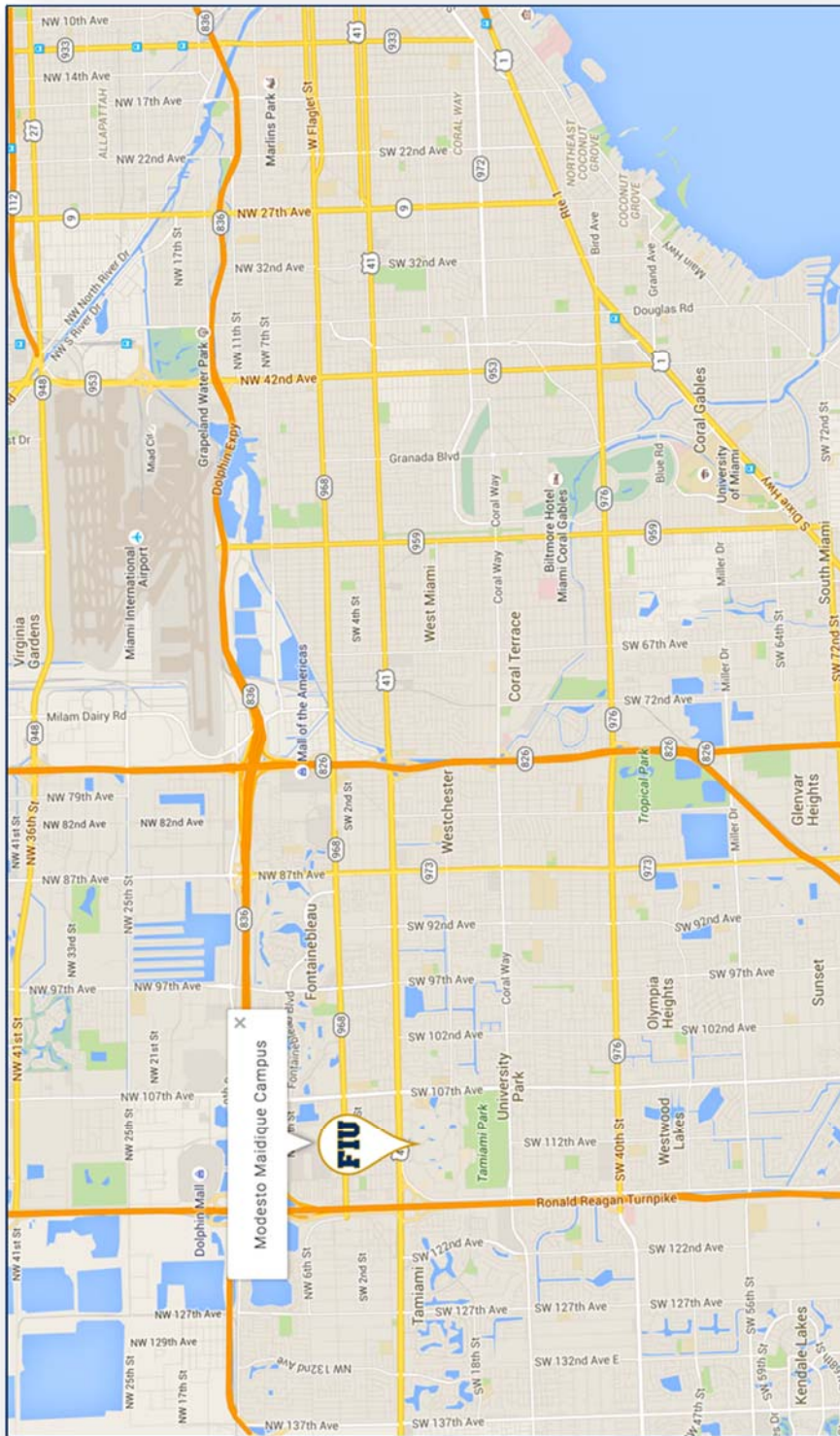
4.20 Indemnification

Respondent shall hold FIU (including its Board of Trustees), the FIU Foundation (including its Board of Directors) and their officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Respondent(s), its employees, its agents or of others under Respondent's control and supervision. If any part of a delivery to the University and/or the FIU Foundation pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, Respondent also shall indemnify and hold harmless FIU (including its Board of Trustees), the FIU Foundation (including its Board of Directors) and their officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University and/or the FIU Foundation by any person or persons whomsoever on account of the University's and/or the FIU Foundation's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property or other right. Nothing in this ITN shall be construed as an indemnification of the Respondent, Shortlisted Respondent or Successful Respondent by FIU/FIU Foundation or as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

APPENDIX I - PROPOSED SITE OF THE FACILITY AND ALUMNI CENTER



APPENDIX II - LOCATION OF FIU IN MIAMI





APPENDIX III - CONDITIONS AND REQUIREMENTS

SUPPLEMENTAL SOLICITATION RESPONSE SHEET

Those items in the following Sections of this competitive solicitation must each be initialed under either YES to indicate that the Respondent understands and agrees to the entire Section or NO to indicate that the Respondent does not agree to the entire Section. Any section checked NO should include feedback, including, if possible, proposed revision to said section, as outlined in Section 1.4 of this ITN. Failure to complete and return this document with your solicitation response could result in rejection of your solicitation response. Respondent 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 Respondent does not understand any of the conditions or requirements, the Respondent should submit its questions to the Authorized FIU Representative prior to the Solicitation Response Due Date. Respondent’s failure to accept said conditions and requirements is grounds for FIU/FIU Foundation’s rejection of Respondent’s solicitation response.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT’S INITIALS</u>
1.0	_____	_____	_____
1.1	_____	_____	_____
1.2	_____	_____	_____
1.3	_____	_____	_____
1.4	_____	_____	_____
1.5	_____	_____	_____
1.6	_____	_____	_____
1.7	_____	_____	_____
1.8	_____	_____	_____
2.0	_____	_____	_____
2.1	_____	_____	_____
2.2	_____	_____	_____
2.3	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____

2.6	_____	_____	_____
2.7	_____	_____	_____
2.8	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11	_____	_____	_____
2.12	_____	_____	_____
2.13	_____	_____	_____
2.14	_____	_____	_____
3.0	_____	_____	_____
3.1	_____	_____	_____
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	_____	_____	_____
4.19	_____	_____	_____
4.20	_____	_____	_____

Vendor Company Name: _____

Authorized Signature: _____

Title: _____

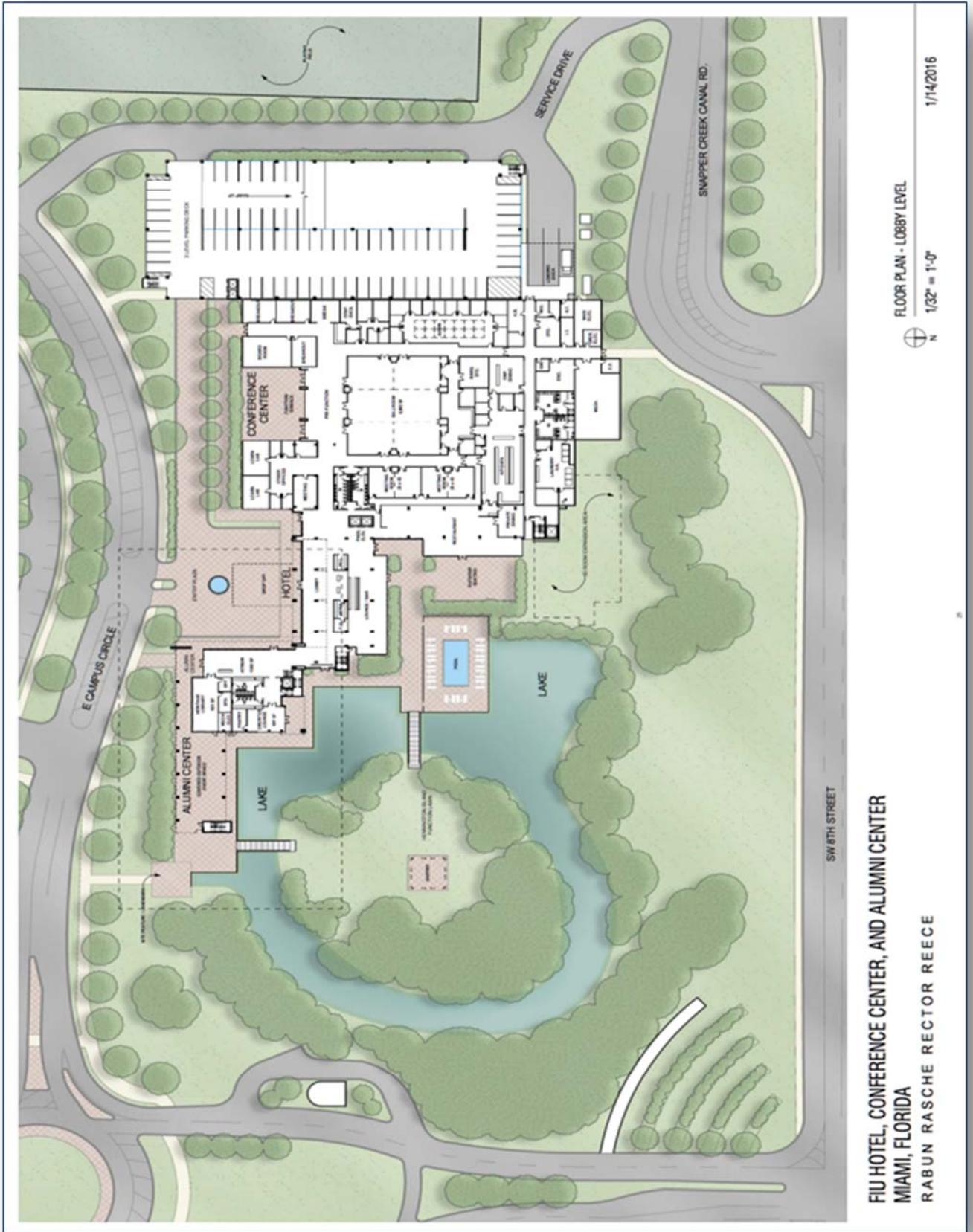
Date: _____

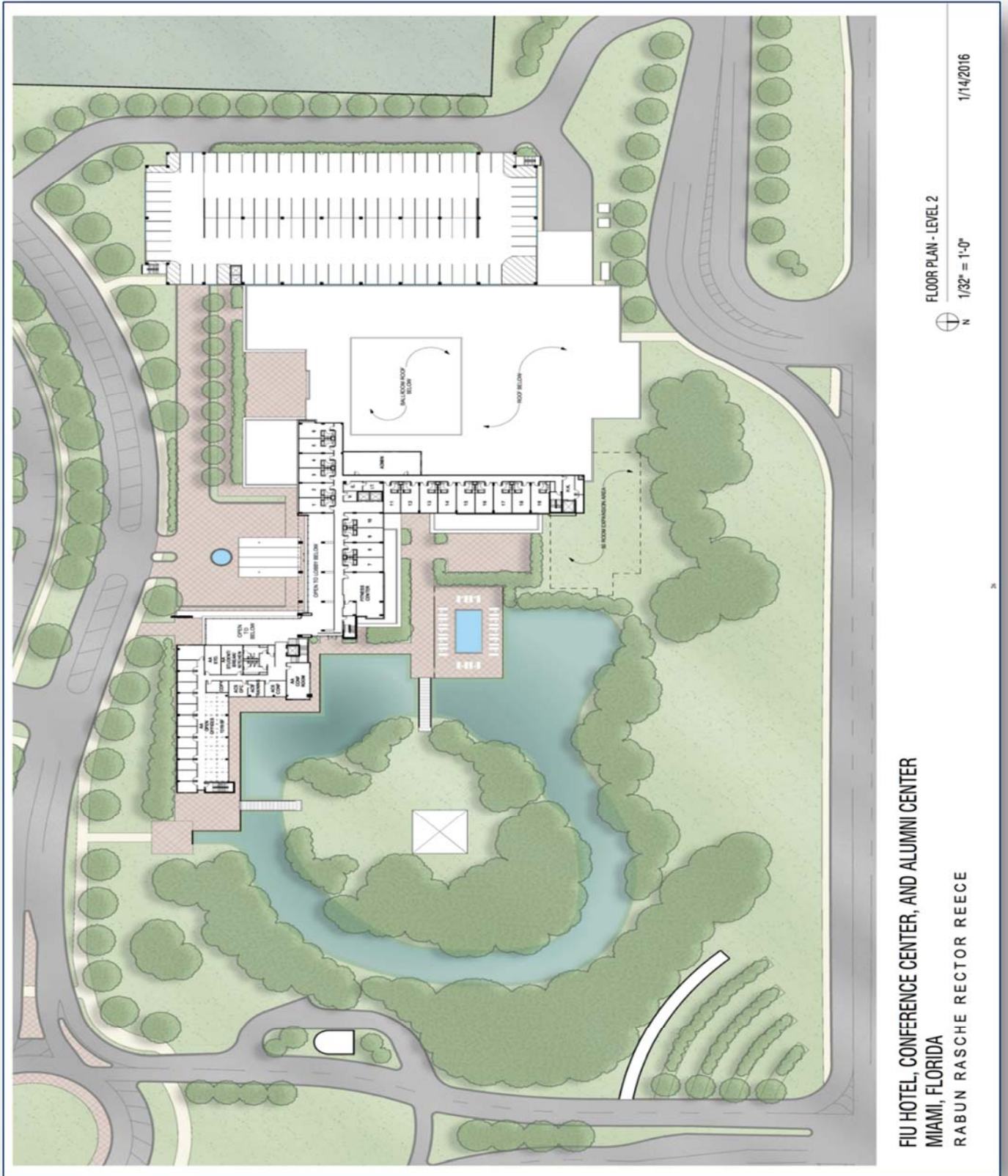
APPENDIX IV - SAMPLE CONCEPTUAL RENDERINGS FOR THE FACILITY AND ALUMNI CENTER

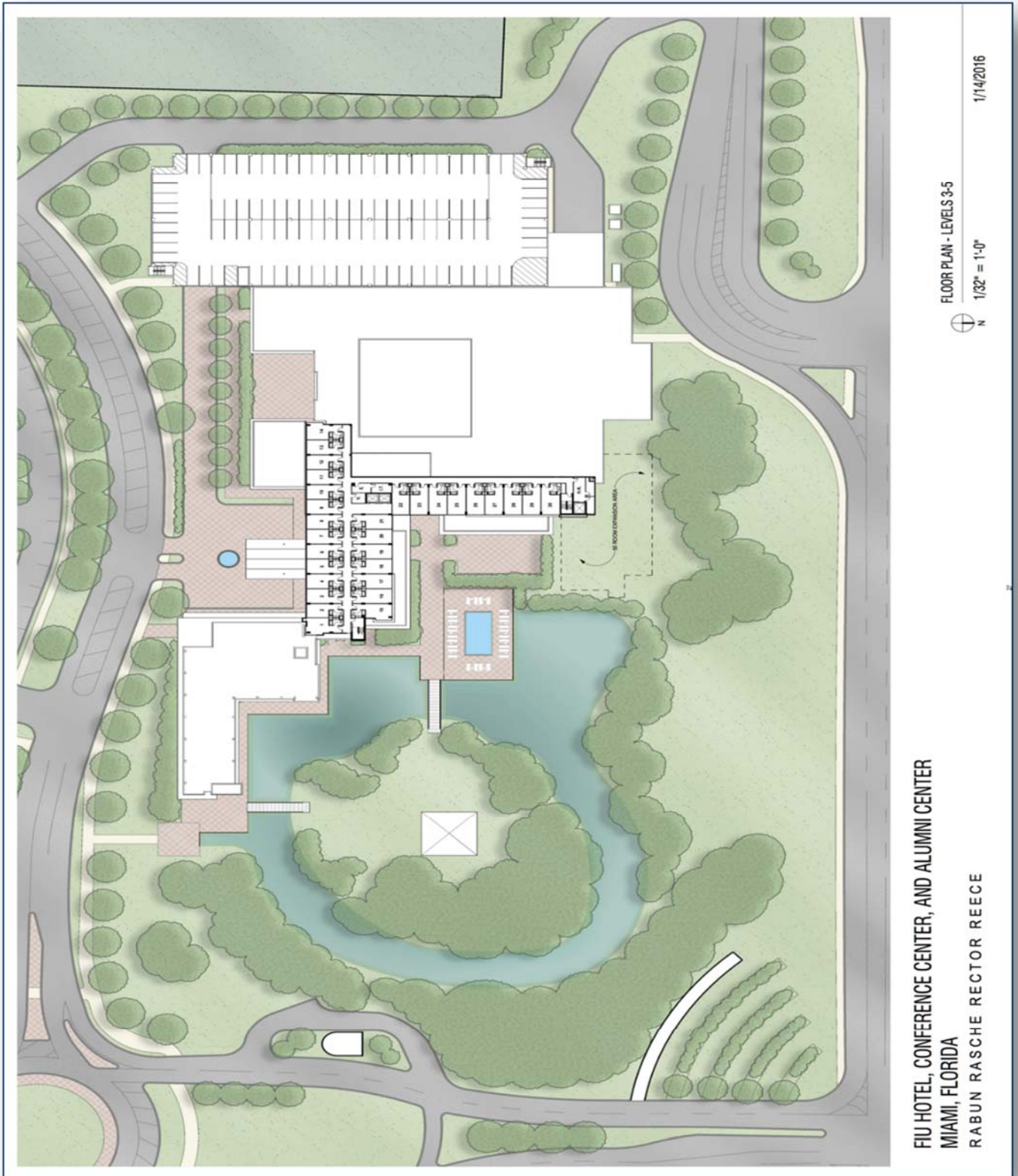












APPENDIX V - EXAMPLE DEVELOPMENT COST TEMPLATE

Hotel, Conference Center, Parking and Alumni Center Estimate of Construction Cost					
<u>Total Project Costs (Building + Sitework)</u>	<u>Hotel</u>	<u>Conference Center</u>	<u>Alumni Center</u>	<u>Parking</u>	<u>Total Project</u>
Project Specific					
Total Gross Sq. Ft.	-	-	-	-	-
Total Net Sq. Ft.	-	-	-	-	-
Hard Cost per Sq. Ft.	\$ -	\$ -	\$ -	\$ -	\$ -
Number of Keys / Spaces	-	-	-	-	-
HARD COSTS					
General Construction	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	-	-	-	-	-
FF&E	-	-	-	-	-
IT/Audio Visual	-	-	-	-	-
Land Improvement ²	-	-	-	-	-
Total Hard Costs					
SOFT COSTS					
Design Architect	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Administration	-	-	-	-	-
Permits, Inspections & Fees	-	-	-	-	-
Other AE Fees	-	-	-	-	-
Total AE Fees	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Costs					
Developer's Fee	-	-	-	-	-
Developer's Contingency	-	-	-	-	-
Soft Cost ¹	-	-	-	-	-
Total Developer's Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Project Development Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Cost of Insurance					
Underwriter's Discount	-	-	-	-	-
Capitalized Interest	-	-	-	-	-
Debt Service Reserve	-	-	-	-	-
Total Pre-Closing and Financing Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Construction Cost by Project	\$ -	\$ -	\$ -	\$ -	\$ -
Cost per Sq. Ft.	\$ -	\$ -	\$ -	\$ -	\$ -
Cost per Key / Space	\$ -	\$ -	\$ -	\$ -	\$ -

APPENDIX VI - EXAMPLE PRO FORMA TEMPLATE

Hotel, Conference Center, and Parking Pro Forma Template						
	Year 1	Year 2	Year 3	Year 4	Year 5	
	\$/Occ Rm	\$/Occ Rm	\$/Occ Rm	\$/Occ Rm	\$/Occ Rm	\$/Occ Rm
	%	Percent	Percent	Percent	Percent	Percent
Days in Years Open	-	-	-	-	-	-
Room Count	-	-	-	-	-	-
Rooms Available	-	-	-	-	-	-
Occupied Rooms	-	-	-	-	-	-
Occupancy	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Average Daily Rate (ADR)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
YoY Growth %	-	0.0%	0.0%	0.0%	0.0%	0.0%
Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
YoY Growth %	-	0.0%	0.0%	0.0%	0.0%	0.0%
DEPARTMENTAL REVENUE						
Rooms	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Food & Beverage	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Conference Services	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Telephone	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Parking	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Operated	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Income	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
DEPARTMENTAL EXPENSE						
Rooms	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Food & Beverage	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Conference Services	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Telephone	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Parking	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Operated	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Income	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Departmental Expense	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
DEPARTMENTAL INCOME/LOSS						
Rooms	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Food & Beverage	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Conference Services	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Telephone	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Parking	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Operated	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other Income	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Departmental Income	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
UNDISTRIBUTED OPERATING EXPENSES						
Administrative & General	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Sales/Marketing & PR	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Property Operations	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Utilities	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total Undistributed Expenses	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Gross Operating Profit	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Management Fees (Base)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Income Before Fixed Charges	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Hotel, Conference Center, and Parking Pro Forma
Template

	Year 1	Year 2	Year 3	Year 4	Year 5
	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)
Days in Years Open	-	-	-	-	-
Room Count	-	-	-	-	-
Rooms Available	-	-	-	-	-
Occupied Rooms	-	-	-	-	-
Occupancy	0.0%	0.0%	0.0%	0.0%	0.0%
Average Daily Rate (Adr)	\$ -	\$ -	\$ -	\$ -	\$ -
YoY Growth %	-	0.0%	0.0%	0.0%	0.0%
Repair	\$ -	\$ -	\$ -	\$ -	\$ -
YoY Growth %	-	0.0%	0.0%	0.0%	0.0%

FIXED CHARGES

	\$(000)	%	\$/Avail Rm	\$/Occ Rm	Percent	\$/Avail Rm	\$/Occ Rm	Percent	\$/Avail Rm	\$/Occ Rm
Insurance	-	0.0%	\$ -	\$ -	-	0.0%	\$ -	-	0.0%	\$ -
Ground Rent	-	0.0%	\$ -	\$ -	-	0.0%	\$ -	-	0.0%	\$ -
Other	-	0.0%	\$ -	\$ -	-	0.0%	\$ -	-	0.0%	\$ -
Equipment Leases	-	0.0%	\$ -	\$ -	-	0.0%	\$ -	-	0.0%	\$ -
Repair & Replacement Reserve	-	0.0%	\$ -	\$ -	-	0.0%	\$ -	-	0.0%	\$ -
FF&E Reserve	-	0.0%	\$ -	\$ -	-	0.0%	\$ -	-	0.0%	\$ -
Total Fixed Charges	-	0.0%	\$ -	\$ -	-	0.0%	\$ -	-	0.0%	\$ -

Operating Income

	\$(000)	Percent	\$/Avail Rm	\$/Occ Rm	Percent	\$/Avail Rm	\$/Occ Rm	Percent	\$/Avail Rm	\$/Occ Rm
	-	0.0%	\$ -	\$ -	-	0.0%	\$ -	-	0.0%	\$ -

Debt Service

Payment	\$0									
Debt Service Funded by Cap-I	\$0									
Interest on Construction Fund	\$0									
Net Debt Service	\$0									

Debt Service Ratio

	0.00
--	------

Cashflow after Debt Service

	\$0
--	-----

NPV
IRR

	\$0	0.0%
	\$0	0.0%

Total Project Costs
Less: Equity Contribution
Total Debt Issued

	\$0	0.0%
	\$0	0.0%
	\$0	0.0%

APPENDIX VII - CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____ certify to the Florida International University that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from proposed subcontractors for specific time periods) we will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted certifications for specific time periods):

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

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

APPENDIX VII
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 VIII - 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 Florida International University 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)