FLORIDA A&M UNIVERSITY
Purchasing Department
Foote-Hilyer Administrative Center
1700 Lee Hall Drive, Room 208
Tallahassee, Florida 32307-3200
Telephone Number: (850)599-3203

Invitation to Negotiate
Acknowledgment

Negotiations WILL BE OPENED
June 30, 2009 @ 2:00 PM
and may not be withdrawn within 90 days after such date and time.

Mail date: 06/16/2009

Reason for No Response

Posting of Negotiation Tabulations
Negotiation tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and University Regulation 6.005 (19k), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Authorized Signature (Manual)

Authorized Signature (Typed) & Title

General Conditions

1. Negotiation: Negotiation must contain an original manual signature of authorized representative in the space provided above. Negotiation must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or FAMU Vendor number shall appear on each pricing page of the proposal as required.

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

3. Negotiation Opening: Shall be public, on the date, location, and at the time specified on the acknowledgement form. It is the bidder's responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the proposal receipt and other generic administrative information may be announced and recorded on the proposal opening date. The contents of the proposals will be kept confidential for 10 calendar days, or date of award, whichever is sooner. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal tabulations will not be provided by telephone.

4. Prices, Terms and Payment: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the University and State of Florida.

a) Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereof under.

b) Taxes: Florida A&M University, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

6. Discounts: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

7. Mistakes: Bidders are expected to examine the conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the bidder's risk.

8. Any and All Special Conditions and Specifications Attached Hereto Which Vary From the General Conditions Shall Have Precedence.

9. Payments: In the event University owes payment to the Vendor, the University shall mail the Vendor's payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the Vendor. The University has established a "Vendor Ombudsman." The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The University’s ombudsman may be contacted at (850) 599-2978.

b) Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.

c) The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper preaudit and postaudit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, for expenses incurred prior to such submission, or both.

d) The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Vendor of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

e) Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.
10. CONFlict of interest: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Florida A&M University or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and Bidders must disclose with their proposal any such conflict of interest.

11. AwarDs: As the best interest of the University may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Respondents are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this negotiation shall conform to applicable University Regulations.

12. InterPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M University in response to requests in full compliance with this provision. Any person who is adversely affected by the University’s decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(9). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVernmental reSTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprocurement costs may be charged against your firm. Any violations of these stipulations may also result in:
   a) Contractor's name being removed from the Purchasing vendor mailing list.
   b) All State public entities being advised not to do business with the contractor without written approval of the Purchasing Department until such time as vendor reimburses the University for all reprocurement and cover costs.

15. LEGAl REQuIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, agents, employees, representatives, and/or any other person, natural or otherwise; and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, agents, employees, representatives, and/or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. AdVERTISEmENT: In submitting a proposal, proposer agrees not to use the results therefrom as part of any commercial advertising.

17. ASSIGNmENT: Any Contract or Purchase Order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this proposal the proposer shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the bidder's facilities at any time with prior notice.

20. ADDITION/DELETION OF ITEMS: The University reserves the right to add to or delete any item from this negotiation or resulting contract when deemed to be in the University's best interest.

21. PuBlic REcords: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

22. Inspection, acceptance and title: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handing of damage claims, the University will:
   a) Record any evidence of visible damage on all copies of the delivering carriers Bill of Lading.
   b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
   c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
   d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.

23. As specified: A purchase order may be issued to the successful bidder with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University's standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. negotiation preparation: All costs associated with responding to this ITN are the sole responsibility of the Vendor.

25. cancellation: All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. In addition to the provisions of the Renewal Paragraph, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

26. RENEwAL: The Purchaser reserves the option to renew the period of this contract or any portion thereof, for an additional term not to exceed the original contract period unless the original contract period is 24 months or less. Additional renewal periods shall be at the option of the Purchaser. No renewal of the contract shall be by mutual agreement in writing.

27. PuBlic entity CRime LAw: In accordance with Florida A&M University’s Regulation 6.005(6), the University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida’s convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. notice of bid protest Bonding requiremEnts: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University’s estimate of the total volume of the contract or $10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Bidder in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University’s estimate of the contract amount for the exceptional purchase requested or $10,000, whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier’s check or money order in the amount of the bond. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

PUR 7105 (REVISED 06/10/2009)
INVITATION TO NEGOTIATE

Contract for

FAMU RATTLER SPORTS NETWORK

ITN NO. 7403

Term: August 1, 2009 to July 30, 2010

Replies Due: June 30, 2009 at 2:00 P.M.

Refer ALL Inquiries to:

Stephany Fall, Interim Director of Purchasing
Florida A&M University
208 Foote-Hilyer Administration Center
Tallahassee, FL  32307
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Statement of Sports Network Offered
Form of Contract
Price Structure
Invitation to Negotiate

Florida A&M University, Rattler Boosters, invites interested firms to submit Replies in accordance with these solicitation documents. The purpose of this solicitation is to establish a contract for program advertising sales, football radio production and broadcasts, commercial radio and television inventory the Joe Taylor Television Show and the Rattler Sports Report (radio – Thursdays, 5:30-6:00 p.m.) that will positively contribute to Florida A&M University and the University of Athletics’ development and revenue goals that are described more particularly in the technical specifications. The contract term is anticipated to begin August 1, 2009, and to end February 1, 2010.

As more particularly described in the solicitation documents, the following anticipated timeline applies to this solicitation (later dated and events contingent on award):

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## Instructions to Offerors

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### 1.01 Definitions:

See the technical specifications and general conditions for definitions of “bid,” “Contract,” “Contractor,” “Customer,” “Contract Supervisor,” “ITN,” “Offeror,” “Product,” “Reply,” and “University,” which terms are material to these instructions.

### 1.02 General Instruction:

The Offeror shall read all of the solicitation documents and comply with all specified requirements.

### 1.03 Terms and Conditions:

All Replies are subject to the terms of the following sections of these solicitation documents, which, in case of conflict, shall have the order of precedence listed: technical specifications; instructions to Offerors; and general conditions. These terms and conditions supersede the “general conditions” contained in the ITN Acknowledgement form (PUR 7105 Rev. 6/9/09). The University objects to and shall not consider any additional terms or conditions submitted by an Offeror, including any appearing in documents attached as part of an Offeror’s Reply. In signing and submitting its Reply, an Offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a Reply, shall be grounds for rejecting a Reply.

### 1.04 Who May Reply:

The University will accept Replies from registered Offerors satisfying the technical specifications.

In furtherance of the One Florida Initiative, Offerors are encouraged to seek the participation of woman- and minority-owned business enterprises (WMBE). Information
on the One Florida Initiative and WMBEs is available from the Office at Supplier Diversity at http://osd.dms.state.fl.us. Please identify each WMBE that will participate in the Contract and the nature of the participation.

1.05 **Ordering Instructions:** On the Ordering Instructions form included in section 4.0 of these solicitation documents, Offerors shall identify persons responsible for answering questions about the Reply and administering the Contract.

1.06 **Basis for Award:** In determining whether to select or reject a Reply, the University will consider and balance all information submitted in response to this solicitation in accordance with the Offeror’s Statement of Sports Network Offered and the Price Structure, which is included in section 4.0 of these solicitation documents, including information presented during an oral interview; to this extent, each requirement for solicited information is an evaluation criterion. Replies that do not contain all the required information will be considered non-responsive and may be rejected. In its assessment of submitted Replies, the University will analyze the information submitted in relation to the information requirements and evaluation requirements of this solicitation, the applicable provisions of the University Regulations, and will compare each Reply to the other Replies submitted and rank those Replies that are responsive and responsible. The University may then select one or more Replies for further consideration, or may reject all Replies.

- Selected Offeror(s) may be invited to provide more detailed clarifications of their Reply, to provide interactive presentations of the Reply, and to enter into preliminary negotiations with the University. Based on the clarifications, presentations and preliminary negotiations, the University will further evaluate each of the selected Replies by major category to determine major consistency with the solicitation. Upon determination that its best interest would be served, the University shall have the right to obtain information regarding the ability of any Offeror to perform, and use such information as consideration in evaluating the Offeror’s Reply.

- The University may then, after ranking each of the major components, select the Offeror for further negotiations, or the University may reject all Replies. The University reserves the right to accept components of competing Replies and merge such components into one project, including each entity offering such components.

- Based on the Reply evaluation process and the clarification and preliminary negotiation process, the University will enter into negotiations starting with the best-ranked Offeror and may select components from different Replies to achieve the best solution for the University and the State. The focus of the negotiation will be on achieving the best, most cost-effective, reliable and efficient solution. The University reserves the right to negotiate concurrently or separately with competing Offerors.

- **Instruction for Preparing Statement of Sports Network Offered:** The Offeror shall provide the following information, which is included in section 4.0 of these solicitation documents.

  - **Offeror’s History and Experience**

    The Reply must describe the experience in being an Offeror of this type of Sports Network, for all Contractors, subcontractors or partners, which is included in section 2.0 of these solicitation documents. Describe any similar or related work experience. Experience shown shall be work done by the Contractor, subcontractors or partners who will be performing the required services as well as the overall experience of the Offeror’s company.
The Offeror must supply reference summaries from three (3) businesses or Universities for which they have provided similar services for in the past for the Contractors, subcontractors or partners. The Offeror must include with its Reply a Reference Summary Form, which is included in section 4.0 of these solicitation documents.

- **Company Profile and Personnel**
  The Reply shall provide financial information demonstrating the Contractor and subcontractor’s ability to perform services. Identify all personnel who would be engaged as administrator, Contract manager, maintenance/service personnel, etc. Describe the experience and certification of all maintenance/service personnel. Replies must be clear, accurate and sufficiently detailed to enable the University to evaluate the Offeror’s company profile, and must include:
  
  - State in which incorporated and date of incorporation, and if not incorporated, indicate type of business (e.g., partnership, sole proprietorship, etc.);
  - Financial statement for each of the last three years (if this is included as an appendix to the Reply, please reference the appendix number);
  - State whether the Contractor or subcontractor has had a contract terminated for default within the past five years, and if so, describe in detail;
  - State whether the Contractor or subcontractor has filed for bankruptcy protection in the past five (5) years, or is currently in the process of filing or planning to file for bankruptcy protection or financial restructuring or refinancing. If so provide Court and case number; and
  - Describe in detail a plan to provide continued service and support to the University in the event the Offeror’s company goes out of business, merges with another company, is acquired by another company, etc.

- **Evaluation Criteria:** The evaluation criteria are listed below:
  - **Offeror’s Business History, Experience and Organization**  Maximum 25 Points
    - Experience of the Offeror and the extent in which the Reply illustrates the Offeror’s project understanding, and prior experience with projects involving this Scope of Services that were similar in type, size, and complexity. Maximum 20 Points
    - Diversity and experience of the project team. Commitment to the University for performance of the Scope of Services and the display of commitment to the public. Maximum 5 Points
  - **Offeror’s Statement of Sports Network Offered**  Maximum 20 Points
    The extent to which the Response presents a comprehensive, coherent, consistent, and workable plan for timely deploying the Sports Network consistent with the requirements of this ITN, including an assessment of the deliverables and services proposed.
  - **Price Structure**  Maximum 20 Points
    The extent to which the Response presents a comprehensive, consistent, and workable pricing for timely deploying Sports Network consistent with the Technical Specifications, which is in section 2.0 of these solicitation documents.
  - **Capability**  Maximum 10 Points
Whether the Offeror has the financial capacity, including any necessary financial commitments, to timely provide Sports Network.

- Accessibility

**Maximum 25 Points**

The extent to which the Reply provides sufficient details to provide the requested Sports Network services including but not limited to the development and production of the Coaches show, radio and television commercials, recruitment and marketing videos. Provide how you plan to expand the Rattler Sports Network to additional cities and television outlets to benefit the University and the Department of Athletics.

1.07 **Questions/Contract Manager:** Offerors shall address any question regarding this solicitation to the Stephany Fall, Interim Director of Purchasing, Florida A&M University Purchasing Department, 208 Foote-Hilyer Administration Center, Tallahassee, Florida 32307 who is identified on the cover sheet of this solicitation package. Questions shall be in writing, shall reference the ITN number and the bid opening date, and shall be RECEIVED NO LATER THAN JUNE 16, 2009, and shall be answered in writing on or before JUNE 18, 2009. The University shall post amendments to the solicitation documents on [http://www.famu.edu/](http://www.famu.edu/) under the Purchasing Website located at [http://www.famu.edu/index.cfm?Purchasing&Solicitations](http://www.famu.edu/index.cfm?Purchasing&Solicitations) under the posted solicitation number. Each bidder is responsible for monitoring this site for new or changing information. The University shall not be bound by any verbal information or by any written information that is not either contained within the solicitation documents or formally noticed and issued by the Contract Manager. Questions shall not constitute formal protest of the specifications or of the solicitation.

1.08 **Conflict of Interest:** This solicitation is subject to chapter 112 of the Florida Statutes. Offerors shall disclose with their Reply the name of any officer, director, employee or other agent who is also an employee of the University. Offerors shall also disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor or its affiliates.

1.09 **Convicted Vendors:** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list: submitting a bid on a contract to provide any goods or services to a public entity; submitting a bid on a contract with a public entity for the construction or repair of a public building or public work; submitting bids on leases of real property to a public entity; being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and transacting business with any public entity in excess of the Category Two threshold as provided in section 287.017 of the Florida Statutes.

1.10 **Nondiscrimination:** The Contractor agrees not to discriminate on the basis of race, religion, color, age, disability, sex, marital status, national origin, veteran status and sexual harassment in its operation, management and employment practices and with respect to availability and accessibility of products and/or product services to the public. The Contractor agrees to comply with the all-applicable laws of Florida and of the United States of America regarding such non-discrimination and equality of opportunity.

1.11 **Bidder’s Representation and Authorization:** In submitting a bid, each bidder understands, represents, and acknowledges the following (if the bidder cannot so certify to any of following, the bidder shall submit with its bid a written explanation of why it cannot do so).
• The bidder is not currently under suspension or debarment by the University or any other governmental authority.

• To the best of the knowledge of the person signing the bid, the bidder, its affiliates, subsidiaries, directors, officers, and employee are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

• To the best of the knowledge of the person signing the bid, the bidder has no delinquent obligations to the University, including a claim by the University for liquidated damages under any other contract.

• The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

• The bid prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other bidder or potential bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any bidder or potential bidder, and they will not be disclosed before bid opening.

• The bidder has fully informed the University in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

• Neither the bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  o Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

• The product offered by the bidder will conform to the specifications without exception.

• The bidder has read and understands the Contract terms and conditions, and the bid is made in conformance with those terms and conditions.

• If an award is made to the bidder, the bidder agrees that it intends to be legally bound to the Contract that is formed with the State.

• The bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion,
agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the bid.

- The bidder shall indemnify, defend, and hold harmless the University and its employees against any cost, damage, or expense, which may be incurred or be caused by any error in the bidder’s preparation of its bid.

- All information provided by, and representations made by, the bidders are material and important and will be relied upon by the University in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the University of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, chapter 817 of the Florida Statutes.

1.12 **Performance Qualifications:** The University reserves the right to investigate or inspect at any time whether the Product, qualifications, or facilities offered by bidder meet the Contract requirements. Bidder shall at all times during the Contract term remain responsive and responsible. Bidder must be prepared, if requested by the University, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the bidder for the production, distribution, and servicing of the product bid. If the University determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the University may reject the bid or terminate the Contract. Bidder may be disqualified from receiving awards if bidder, or anyone in bidder’s employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the University to make an investigation either before or after award of the Contract, but should the University elect to do so, bidder is not relieved from fulfilling all Contract requirements.

1.13 **Execution of Bid:** Each bid shall be in the form included with these solicitation documents and manually signed by an authorized representative of the Offeror. Bids shall be typed or printed in permanent ink. Any correction or alteration shall be in ink and initialed. The Offeror’s name shall appear on each page of the bid in the space noted. Each bid shall include the ITN Acknowledgement form (PUR 7105 Rev. 6/2009), but the “General Conditions” of that form are superseded by the terms of and conditions of these solicitation documents. Each bid shall include a copy of the Contract form, signed by a person authorized to bind the Company.

1.14 **Submittal of Bid:** Submit the original bid and one copy in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall indicate State Purchasing address, the Invitation to Negotiate number, and date and time of the bid opening. Bids not submitted on the forms included with these solicitation documents shall be rejected. Each Offeror is responsible for ensuring that its bid is delivered at the proper time and to the proper place. The University shall not consider late bids. **BIDS MUST BE RECEIVED AT PURCHASING DEPARTMENT, 208 FOOTE-HILYER ADMINISTRATION CENTER, TALLAHASSEE, FLORIDA, 32307 AT OR BEFORE 2:00 P.M. ON JUNE 30, 2009.**

1.15 **Bid Tabulation:** Bids shall be opened on the date specified on the ITN Acknowledgement form (PUR 7105 Rev. 6/2009), or as amended, and thereafter tabulated. Bid tabulations will be furnished upon written request and payment of a predetermined fee, as provided on the Request for Notification of No Award form (PUR}
7063) included in section 4.0 of these solicitation documents. The University shall not provide bid tabulations by telephone.

1.16 **Special Accommodation:** Any person requiring a special accommodation at State Purchasing because of a disability should call the Purchasing Department at (850) 599-3203 at least five (5) workdays prior to the bid opening. If you are hearing or speech impaired, please contact the Purchasing Department by using the Florida Relay Service at (800) 955-8771 (TDD).

1.17 **Firm Bids:** The University may make award within ninety (90) days after the date of bid opening, during which period bids shall remain firm and shall not be withdrawn. If award is not made within ninety (90) days, a bid shall remain firm until either the University awards the Contract or the University receives from the Offeror written notice that the bid is withdrawn. Any bid that expresses a shorter duration may, in the University’s sole discretion, be accepted or rejected.

1.18 **Clarifications/Revisions:** Before award, the University reserves the right to seek clarifications, to request bid revisions, and to request any information deemed necessary for proper evaluation of Replies from all Offerors deemed eligible for Contract award. Failure to provide requested information may result in rejection of the bid.

1.19 **Contract Formation:** No Contract shall be formed between bidder and the University until the University signs the Contract. The University shall not be liable for any costs incurred by an Offeror in preparing or producing its Reply or for any work performed before the Contract is effective.

1.20 **Notice of Award:** The University shall issue a notice of award, if any, to successful Offeror.

1.21 **Contract Overlap:** Offerors shall identify any Products covered by this solicitation that they are currently authorized to furnish under any other contract with the University. By entering into the Contract, a Contractor authorizes the University to eliminate duplication between agreements in the manner the University deems to be in its best interest.

1.22 **Public Records:** Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a bidder believes that its bid contains information that should not be a public record, the bidder shall clearly segregate and mark that information (for example, stamp each page “Confidential” and place it in an envelope marked “Confidential”) and briefly describe in writing the grounds for claiming exemption from the public records law. The University will not independently evaluate the bidder’s claim of exemption. If the University receives a public records request related to the bid, the University shall notify the bidder in writing at least seven days before making the information available for review by the requester. The bidder shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. If the bidder fails to do so, the University shall make the information available for review. In no event shall the University or any of its employees or agents be liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

1.23 **Protests:** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3), Florida Statutes. It is the University’s intent to ensure that specifications are written to obtain the best value for the University and that specification are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process. **NOTICE OF PROTEST OF THE SOLICITATION DOCUMENTS SHALL BE MADE WITHIN SEVENTY-TWO HOURS AFTER POSTING OF THE SOLICITATION.** Questions to the Contract Supervisor shall not
constitute formal notice. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
Technical Specifications

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2.01 **Deliverables:** The Contractor shall deliver the following product, as more particularly detailed in sections 2.03 to 2.19.

2.02 **Scope of Work:** This Contract is to provide for program advertising sales, football radio production and broadcasts, commercial radio and television inventory the Joe Taylor Television Show and the Rattler Sports Report (radio – Thursdays, 5:30-6:00 p.m.) that will positively contribute to Florida A&M University and the Department of Athletics’ development and revenue goals. The University seeks to improve quality and efficiency of services delivered, improve Customer services and reduce cost. The Contractor must enable the University to efficiently provide Sports Network to the community and our constituents.

This Contractor must provide the following, but not limited to:

- Live video broadcast of all football games
- Broadcast of all football games over internet for www.TheRattlerBoosters.com
- Live radio broadcast for Rattler Sports Network for all football contests
- Ability to produce radio & television commercials for football games
- Development and production of Coaches show for football
- Recruitment video to be used for each sport
- Development and production of an Marketing video
- Produce and film the Rattler Football Kick-Off Event
- Must have proven track record for radio, television and internet broadcasts
- Must present 3 DVD copy of radio broadcasts, television broadcast, Coaches show and game highlight within 5 days of the game being completed to the Rattler Booster office played

- Radio Advertising Radio and Television Spots must be submitted to Rattler Booster Office or Executive Director’s designee – three (3) days before game, Wednesday noon on Saturday games, Monday noon on Thursday games for approval
• Ability to expand Rattler Sports Network to additional cities, is a plus
• Ability to secure additional television outlets, is a plus

2.03 **Organizational Background and Overview:** Provide a brief history and overview of your company and its organizational structure, with special emphasis on how this project will fit within that structure. Describe your firm in quantitative terms (e.g. number of professionals, number of total employees, major accounts, etc.). How would this benefit Florida A&M University? How significant would this project be to your firm? What is the primary focus of your organization and what percentage of your business is geared to this type of project?

2.04 **Radio Advertising and Television Spot:** Provide in detail your plans to provide the requested services that will positively contribute to Florida A&M University and the Department of Athletics’ development and revenue goals.

2.05 **The Joe Taylor Show and the Rattler Sports Report:** Provide in detail your plans on the development, production and broadcasting of the Coach show.

2.06 **Pricing:** The price is of critical importance to Florida A&M University. Applicants shall provide a complete cost proposal for all services and deliverables including information on fees and costs. Please explain how you ensure cost effectiveness for your clients.

2.07 **Statement of Qualifications:** Submit a general description on a company-wide basis of your firm’s background, and qualifications to provide the services and requirements indicate in the scope of work. Provide the names and locations of at least three (3) locations at which the proposer has conducted similar services and requirements along with specific individuals whom we may contact for reference. Describe the core strengths of your firm and how they benefit your clients. What skills or abilities is your organization known for? What sets you apart from other firms in the industry and how would this benefit Florida A&M University?

2.08 **Planning Methods & Creativity:** Please describe how you plan to manage this account and describe your style of client relations. Also, describe your capabilities and detailed timelines for delivery. Indicate if these services would be performed in-house or would they be outsourced.

2.09 **Personnel:** The quality of personnel is extremely important the Florida A&M University’s decision-making process for awarding this contract. In this section, please submit brief resumes of key personnel in critical positions for this account and other significant professional who would comprise the project team. Please describe the roles of the various individuals identified.

2.10 **References:** Provide a list of clients and references, specifically including any clients whom you believe may be similar in nature to this RFP. Also include a list of current clients and current projects the firm is presently working on. At a minimum provide a client contact list of five (5) references with specific individuals, their contact telephone numbers and e-mail addresses.
2.11 **Other Considerations:** In this area please provide a summary of other considerations Florida A& AM University should take into account as to why your firm would stand out as the best firm for this project, that were not specifically requested.
3.43 Execution in Counterparts
3.44 Severability

3.01 Definitions:
The term “bid” means the same as the Offeror’s Reply to this solicitation.

“Contract” means the legally enforceable agreement, if any, that results from this solicitation. The parties to the Contract will be the University and the Contractor.

“Contractor” means a successful Offeror, which, along with the University, will enter into the Contract.

“Contract Administrator” means the Purchasing Agent who is primarily responsible for administration of the Contract. The University may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to Contractor. Any communication to the University by the Contractor shall be addressed to the Contract Administrator.

“Contract Manager” means the University’s employee to whom Offerors shall address any questions regarding the solicitation or award process. The Contract Manager shall be arbitrator on any dispute concerning performance on the Contract as specified in section 3.31 of the General Conditions.

“University” means the Florida A&M University. The University will be a party to the Contract. “Purchasing Department,” a department within the University’s Division of Financial and Administrative Services, is responsible for administration of this solicitation and will be responsible for day-to-day administration of the Contract. The Purchasing Department may be reached at 208 Foote-Hilyer Administration Center, Tallahassee, FL 32307, (850) 599-3203, or via links posted at http://www.famu.edu/index.cfm?Purchasing. The University reserves the right to contract with a third-party service provider to assume responsibility for administration of the Contract.

“ITN” means this solicitation for Replies from Offerors as an Invitation to Negotiate.

“Offeror” means the person submitting a Reply to this solicitation.

“Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

“Purchase Order” means the form or format a Customer uses to make a purchase under the Contract, which shall be through the Agency Agreement between the Contractor and the Customer.

“Reply” means the offer extended to the University in response to this solicitation. The forms to accompany the Reply are included in section 4.0 of these solicitation documents.

3.02 Best Pricing Offer: During the Contract term, if the Contractor sells substantially the same or a small quantity of a Product outside the Contract, but upon the same or similar terms of the Contract, at a lower price, then at the discretion of the University the price under the Contract shall be immediately reduced to the lower price.
3.03 **Americans With Disabilities Act:** Contractor should identify any Products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

3.04 **Inspection at Contractor’s Site:** The University reserves the right to inspect, at any reasonable time with prior notice, the equipment or Product or plant or other facilities of a Contractor or prospective Contractor (Offeror) to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

3.05 **Safety Standards:** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers’ Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

3.06 **Literature:** Upon request, the Contractor shall furnish literature reasonably related to the Product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

3.07 **Installation:** Contractor shall be responsible for placing and installing the Product in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the Product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with the University and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.08 **Inspection and Acceptance:** Inspection and acceptance shall be at destination unless otherwise provided. For Contractor-installed Products, the date of acceptance is the date the University accepts the Product as installed and in good working order, as determined by any appropriate acceptance testing, and the University shall certify in writing to the Contractor when the Product is accepted (if training or other post-installation services are included in the Purchase Order, the acceptance shall be conditional). For University-installed Products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be
responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the University shall: record any evidence of visible damage on all copies of the delivering carrier’s Bill of Lading; report damage to the carrier and the Contractor; and provide the Contractor with a copy of the carrier’s Bill of Lading and damage inspection report. When the University rejects a Product, Contractor shall remove it from the premises within ten days after notification of rejection. Upon rejection notification, the risk of loss of rejected or non-conforming Product shall remain with the Contractor. Rejected Product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the University shall have the right to dispose of it as its own property. Contractor shall reimburse the University for costs and expenses incurred in storing or effecting removal or disposition of rejected Product.

3.09 **Title to Deliverables:** For purposes of this section, a “Product” is any deliverable furnished under the Contract, including but not limited to (1) components of the hardware environment, (2) printed materials, (3) third-party software, (4) programs and programming modifications, customizations, tools, data, modules, and components, and (5) any tangible or intangible properties embedded therein. A Product is “existing” if it is a tangible or intangible licensed Product that exists before Contract work begins (the Contractor shall bear the burden of proving that a Product existed before work began). A Product is “custom” if it is any Product, preliminary or final, that is created under the Contract for the University by the Contractor or its employees, subcontractors, or agents. For existing hardware Products, title to a hardware Product shall pass to the University upon written acceptance. For existing software Products, that are normally commercially distributed on a license basis by the Contractor or other independent software proprietary owner (ISPO), whether or not embedded in, delivered, or operating in conjunction with hardware or a custom Product, title shall remain with the Contractor or ISPO. Effective upon acceptance, such Product shall be licensed to the University in accordance with the Contractor or ISPO’s standard licensed agreement, provided, however, that the license agreement shall, at a minimum, (1) grant the University a non-exclusive license to use, execute, reproduce, display, perform, adapt (unless the Contractor demonstrates to the University before execution of a Purchase Order that adaptation will violate existing agreements or law) and distribute the Product to authorized users up to the license capacity identified in the Purchase Order with all license rights necessary to effect the University’s stated purpose, and (2) recognize the State as the licensee. Where these rights are not otherwise covered by the ISPO’s standard license agreement, the Contractor shall obtain these rights at its sole expense. The University shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph. For custom Products, effective upon creation the Contractor hereby conveys to the University the sole and exclusive rights, title and interest in the Product, including all trademark and copyrights, and the Contractor shall take all necessary and appropriate steps to ensure that the Products are protected against unauthorized copying, reproduction, or marketing through the Contractor or its employees, subcontractors, or agents; provided, that the Contractor may otherwise use any related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under the Contract. In the alternative to taking exclusive ownership and title to such Products, the University may elect, by providing written notice to the Contractor, to take a non-
exclusive license to use, execute, reproduce, display, perform, and distribute the Product as described in the preceding paragraph.

3.10 **Invoicing and Payment:** Invoices shall contain the Contract number, Purchase Order number, and the Contractor’s FAMU vendor number. The University may require any other information from the Contractor that the University deems necessary to verify any Purchase Order placed under the Contract. At the University’s option, Contractors may be required to invoice electronically pursuant to University guidelines. Payment shall be made in accordance with sections 215.422 of the Florida Statutes, which govern time limits for payment of invoices. Time limits do not begin until the Contractor submits a properly completed invoice. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The University’s failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the University.

3.11 **Taxes:** The University does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The University will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees’ wages.

3.12 **Customer’s Default:** A Customer’s breach of the terms of a particular order shall not be deemed a breach of the Contract. If a Customer fails to make a payment to the Contractor for Products delivered or provided, accepted, and properly invoiced, within sixty days after approval for payment, then the Contractor may, upon ten days advance written notice to both the University and Customer’s purchasing official, suspend additional shipments or provision of Product to that specific Customer until such time as reasonable arrangements have been made and assurances given by the Customer for current and future Contract payments. Notwithstanding the foregoing, the Contractor shall, in writing and at least ten days before declaring a Customer in breach of the terms of a particular order, notify both the University and Customer’s purchasing official of the specific facts, circumstances and grounds upon which the Contractor intends to declare a breach. If the Contractor’s basis for declaring a breach is determined, then or later, to be insufficient, then the Contractor’s declaration of breach and failure to service the Customer shall constitute a breach of the Contract by the Contractor and the University or Customer may thereafter seek any remedy available at law or equity.

3.13 **Annual Appropriations:** The University’s performance and obligation to pay under the Contract are contingent upon an annual appropriation by the Legislature.

3.14 **Travel Expense:** Proposer shall not under this ITN or any resulting contract charge FAMU for any travel expenses, meals, and lodging without FAMU’s prior written approval. Upon obtaining FAMU’s prior written approval, Proposer may be authorized to incur travel expenses payable by FAMU to the extent and means provided by Section 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

3.15 **Governmental Restrictions:** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Contract, the Contractor shall immediately notify the University in writing, indicating the specific restriction. The
University reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the University.

3.16 **Compliance with Laws:** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 6.005 Florida A&M University Regulations govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of such laws shall be grounds for Contract termination.

3.17 **Lobbying and Integrity:** Pursuant to sections 11.062 and 216.347 of the Florida Statutes, the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. In addition, the Contractor shall not, in connection with this or any other agreement with the University, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any University officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any University officer or employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or Contracts of any kind. Upon request of the University’s Inspector General, or other authorized University official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor’s integrity or responsibility. Such information may include, but shall not be limited to, the Contractor’s business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: [http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm](http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm)). The Contractor agrees to reimburse the University for the reasonable costs of investigation incurred by the Inspector General or other authorized University official for investigations of the Contractor’s compliance with the terms of this or any other agreement between the Contractor and the University which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor’s suspension or debarment.

3.18 **Indemnification:** The Contractor agrees that any personal injury to the Contractor or third parties or any property damage incurred in the course of performance of this Contract shall be the responsibility of the Contractor.

The Contractor agrees to indemnify Institution, its governing board, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities,
expenses, demands, and judgments, including court costs and attorney’s fees, which may arise out of the Contractor’s performance of the Contract, except to the extent such are caused by the sole fault or negligence of Institution.

3.19 **Performance Bond:** The University may require the Contractor to furnish without additional cost a performance bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of work under the Contract.

3.20 **Suspension of Work:** The University may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the University to do so. The University shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any Purchase Orders. Within ninety days, or any longer period agreed to by the Contractor, the University shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

3.21 **Termination for Convenience:** The University, by written notice to the Contractor, may terminate the Contract in whole or in part when the University determines in its sole discretion that it is in the State’s interest to do so. The Contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

3.22 **Termination for Cause:** The University may terminate the Contract if the Contractor fails to (1) deliver the supplies or perform the services within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted services or supplies were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the University. The rights and remedies of the University in this clause are in addition to any other rights and remedies provided by law or under the Contract.

3.23 **Force Majeure:** No default, delay or failure to perform on the part of the Contractor or FAMU shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party’s reasonable control including, but not limited to, strikes, lockouts, or inaction of
governmental authorities; epidemics; war; embargoes, fire; earthquakes; terrorism; acts of God; default of common carrier. The parties shall be excused from such performance until such time as the reason giving rise to such delayed or prevented performance no longer exists.

3.24 **Equitable Adjustment:** The University may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor’s control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

3.25 **Scope Changes:** The University may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The University may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the University may solicit separate bids to satisfy them.

3.26 **Renewal:** Subject to Chapter 6 of the Florida A&M University Regulations, and upon mutual agreement, the University and the Contractor may renew the Contract, in whole or in part. Any renewal shall be in writing and signed by both parties.

3.27 **Advertising:** The Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the University, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the University or the State as a reference, or otherwise linking the Contractor’s name and either a description of the Contract or the name of the State or the University in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

3.28 **Assignment:** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Purchase Order issued pursuant to the Contract, without the prior written consent of the University; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. The University may assign the Contract with prior written notice to Contractor of its intent to do so.

3.29 **Dispute Resolution:** Any controversy, claim, or dispute arising out of or relating to this Contract or the breach thereof, shall be first resolved in an informal manner at the Contract Manager level, then at the Vice President level or by an alternative form of non-binding dispute resolution, such as mediation. If necessary, a neutral third party mediator shall be mutually selected by the parties and such costs shall be shared equally by both parties. If such efforts are unsuccessful, the parties may exercise any remedy available in law or equity.
3.30 **Employees, Subcontractors, and Agents:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the University. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a University’s security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor’s employees, subcontractors, or agents.

3.31 **Security and Confidentiality:** The Contractor shall comply fully with all security procedures of the State in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State’s confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

3.32 **Independent Contractor Status of Contractor:** The Contractor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Contract the legal status of an independent Contractor, and in no manner shall they be deemed employees of the University or deemed to be entitled to any benefits associated with such employment. During the term of the Contract, Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers’ compensation, disability, and unemployment insurance, and provide the University with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

3.33 **Insurance Requirements:** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers’ compensation and employer’s liability insurance per Florida statutory limits (currently $100,000 per accident, $100,000 per person, and $500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of $500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability
insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of $500,000, including hired and non-owned liability, and $5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. Upon request, the Contractor shall provide certificate of insurance. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor’s liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

3.34 **Warranty:** Contractor warrants that all Products furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of not less than one (1) year from date of acceptance. Warranty repairs shall be completed within the time specified in any support level requirements. If it is likely that the time for repairs will exceed the specified time, the Contractor shall provide equivalent loaner equipment upon request. Loaner equipment shall be provided at no cost, including shipment to the University’s location and return of loaner equipment to the Contractor.

3.35 **Warranty of Authority:** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.36 **Warranty of Ability to Perform:** The Contractor shall provide the University, no later than the time the Contractor returns a signed copy of the Contract, with proof of a Certificate of Status from the Secretary of State, Division of Corporations, demonstrating that the Contractor is in good standing and legally authorized to transact business in Florida. Failure to submit this documentation shall be sufficient grounds for withholding payment under the Contract and cause for termination. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor’s ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the University in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.37 **Warranty of No Hardstop/Passive License Monitoring:** Unless the University is specifically and conspicuously advised to the contrary in writing at the time of order and before Product acceptance, the Contractor hereby warrants and represents that the Product and upgrades do not and will not contain any computer code that would disable the Product or upgrades or impair in any way operation based on the elapsing of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes called “time bombs,” “time locks,” or “drop dead” devices) or that would permit the Contractor to access the Product to cause such disablement or impairment (sometimes called a “trap door” device). The Contractor agrees that upon an alleged breach of this provision, the University shall not have an adequate remedy at law, including monetary damages, and
that the University shall be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any other remedies to which the University shall be entitled.

3.38 Notices: All notices and all other matters pertaining to the contract resulting from this ITN, if any, to party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed below:

Mr. Avery McKnight, General Counsel  
Florida A&M University  
Office of General Counsel  
300 Lee Hall  
Tallahassee, FL 32307  
And  
Ms. Stephany Fall, Interim Director of Purchasing  
University Purchasing Office  
1700 Lee Hall Drive, 208 FHAC  
Tallahassee, FL 32307  
And  
Mr. Mickey Clayton  
Executive Director of Booster Relations  
Florida A&M University  
1338 S. Bronough Street  
Tallahassee, Fl 32307

3.39 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): To the extent that a Product is certified by or is available from PRIDE, and has been approved in accordance with section 946.515(2) of the Florida Statutes, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned. This provision is required by section 946.515(6) of the Florida Statutes; additional information about PRIDE and the Products it offers is available at [http://www.pridefl.com](http://www.pridefl.com).

3.40 Products Available from the Blind or Other Handicapped: To the extent that a product is included on the procurement list created and distributed pursuant to section 413.035(2), Florida Statutes, it is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be
substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned. This provision is required by section 413.036(3) of the Florida Statutes; additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

3.41 Modification of Terms: The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions under the Contract. The Contract may only be modified or amended upon mutual written agreement of the University and the Contractor. No oral agreements or representations shall be valid or binding upon the University or the Contractor. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to Product upon delivery (e.g., attachment or inclusion of standard preprinted forms, Product literature, “shrink wrap” terms accompanying or affixed to a Product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The University’s acceptance of Product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

3.42 Waiver: No right conferred on FAMU by this ITN or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by FAMU’s signatory. FAMU’s waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

3.43 Execution in Counterparts: The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

3.44 Severability: If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable.
FORMS

Contents

Invitation to Negotiate Acknowledgment Form (PUR 7105 Rev. 6/10/09)
Negotiation Registration
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Ordering Instructions
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Notice of Conflict of Interest
Non-Collusion Affidavit
Statement of No Involvement
Request for Notification of No Award
Vendor User Fee Report
Statement of Sports Network Offered
Form of Contract
Price Structure
Florida A&M University
Purchasing Department
Room 208 Foote-Hilyer Administration Center
Tallahassee, FL 32307

Negotiation Registration

ALL VENDORS SHALL COMPLETE AND RETURN TO:
COLLEEN WASHINGTON AT THE ABOVE ADDRESS OR FAX TO (850) 561-2160

Negotiation Number:

Title: Sports Network

Complete the information below and fax this sheet immediately to the Purchasing Department at (850) 561-2160, or mail to the address noted above.

Amendments will be posted on the FAMU Purchasing Department Website at http://www.famu.edu/index.cfm?Purchasing, under ITN No.7403. It is the responsibility of all participants to monitor this site for new or changing information.

Company Name: ________________________________
Contact Person: ________________________________
Address: ______________________________________
City, State, Zip: _________________________________
Telephone: _____________________________________
Fax Number: ____________________________________
E-mail address: _________________________________
Signed: ________________________________________
Date: ____________________
REPLY PREPARATION CHECKLIST

This Checklist is provided to assist Offerors in preparing and submitting their Reply. The checklist includes important requirements, satisfaction of which is necessary but not always sufficient to make a solicitation responsive. This checklist is just a guideline; each Offeror must read and comply with the solicitation documents in their entirety.

Check off each of the following as you comply:

___ The ITN Acknowledgment Form (PUR 7105, Rev. 6/10/09) has been manually completed and signed (remember - form general conditions are superseded).

___ Properly completed the Price Structure.

___ Properly completed the Ordering Instructions.

___ Provided the Offeror’s Statement of Sports Network Offered.

___ Properly completed the Savings/Price Reductions form.

___ Properly completed the Reference Summary Form.

___ Disclosure of conflicts of interest, if required (see Instructions to Offerors 1.07).

___ Information related to any qualifications or limitations of bidder’s representations (see Instructions to Offerors 1.10).

___ The Technical Specifications section has been thoroughly reviewed for compliance to the ITN requirements.

___ Properly completed Offeror’s Request for Notification of No Award, if desired.

___ Addenda acknowledgements, if required to be returned.

___ Proof of a Certificate of Status from Secretary of State, Division of Corporations (see General Conditions 3.38).

___ Properly completed and Signed copy of the Contract form.

___ Lower left-hand corner of the envelope transmitting your Reply contains the ITN number, title, and opening date and time.

___ Reply delivered to State Purchasing before the ITN opening date and time.

This Checklist need not be returned with your Reply.
REFERENCE SUMMARY FORM
Florida A&M University

PROVIDER: __________________________________________
_________________________________________________
_________________________________________________

REFERENCE:
Contact Person: ______________________________________
Telephone: __________________________________________
Title: ______________________________________________
Organization: ________________________________________

1. Are you currently providing Sports Network to this University or any Eligible Users, or have you in the past? _____ Y _____ N

2. If Yes, during what period of time? ______________________________________

3. What services are/were provided? ______________________________________
   __________________________________________________
   __________________________________________________
   __________________________________________________

4. Have you had any problems? _____ Y _____ N   If Yes, explain. ______________
   __________________________________________________
   __________________________________________________
   __________________________________________________

5. Would you like to offer any additional comments? ___________________________
   __________________________________________________
   __________________________________________________
   __________________________________________________
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business’ policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under bid/ITBs, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on the employee, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

___________________________________
VENDOR'S SIGNATURE

PUR-7009 (04/96)
NOTICE OF CONFLICT OF INTEREST

Company or Entity Name  ________________________________

For the purpose of participating in the Invitation to Negotiate process and complying with, the provisions of Chapter 112, Florida Statutes, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the University or one of its agencies:

__________________________________________  ____________________________

__________________________________________  ____________________________

__________________________________________  ____________________________

The persons listed below are current University employees who own an interest of five percent (5%) or more in the company/entity named above:

__________________________________________  ____________________________

__________________________________________  ____________________________

__________________________________________  ____________________________

The above information is true and correct to the best of my knowledge. Signed on this ________, day of, __________________________, 200.

__________________________________________

Signature

__________________________________________

Print Name and Title
NON-COLLUSION AFFIDAVIT

STATE OF __________________________
COUNTY OF __________________________

I state that I ___________________________________ of ______________________________,
(Name) (Title) (Name of Firm)
am authorized to make this affidavit on behalf of my firm, and its owner, directors, and officers. I am the person
responsible in my firm for the price(s), the amount of this Response, and the preparation of the Response. I state
that:

1) The price(s) and amount(s) of this Response have been arrived at independently and without
consultation, communication or agreement with any other Provider, potential Provider, bidder, or potential bidder.

2) Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor
approximate amount of this Response, have been disclosed to any other firm or person who is a Provider, potential
Provider, bidder, or potential bidder, and they will not be disclosed before bid opening.

3) No attempt has been made or will be made to induce any firm or persons to refrain from submitting a
Response for this contract, or to submit a price(s) higher that the prices) in this Response, or to submit any
intentionally high or noncompetitive price(s) or other form of complementary Response.

4) The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or
inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5) ____________________________, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been
convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or
collusion with respect to bidding, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and
important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my
firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the
State of Florida of the true facts relating to the submission of Responses for this contract.

_____________________________  ______________________________  ______________________________
Signature                  Title                  Company

SWORN TO AND SUBSCRIBED BEFORE ME THIS _______ DAY OF ___________________, 2009.

_____________________________
Signature of Notary

STATE OF ___________________________________

Print, Type or Stamp Commissioned Name of Notary Public
Personally known ________ OR Produced identification ________
Type of identification produced ______________________________
STATEMENT OF NO INVOLVEMENT

I, ___________________________________, as an authorized representative of the aforementioned company, certify that no member of this firm nor any person having any interest in this firm has been involved with the Florida A&M University to assist it in:

1) Developing this Invitation to Negotiate; or,
2) Performing a feasibility study concerning the scope of work contained in this Invitation to Negotiate.

__________________________________________
Signature

__________________________________________
Company Name

__________________________________________
Date
STATEMENT OF SPORTS NETWORK OFFERED