INVITATION TO NEGOTIATE
Acknowledgement

Submit to: FLORIDA A&M UNIVERSITY
Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, Florida 32307-3200
Telephone Number: (850)599-3203

NEGOTIATIONS WILL BE OPENED
February 17, 2016 @ 2:00 PM
and may not be withdrawn within 90 days after such date and time.

ITIN NO.
0012-2016

RELEASE DATE:
02/01/2016

NEGOTIATIONS TITLE: Financial Advisory Services

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR VENDOR NUMBER:

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 (9) (k), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPOED) & TITLE

GENERAL CONDITIONS

1. NEGOTIATION: Negotiation must contain an original manual signature of an 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 the 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.

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.

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 there under.

5. 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.

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, after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/association. 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) 599-2879.

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, or 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 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 proposal 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 University 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 hereunder; 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, employees and authorized representatives, 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. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this Invitation to Negotiate 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, the Florida of Governors, 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 State of Florida’s approval. If the contract supplier is unable to 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 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 in which case the contract may be renewed up to 2 one year periods. Renewal of the contract period 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 conviced vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: 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.
INVITATION TO NEGOTIATE

ITN No: 0012-2016

Financial Advisory Services

Refer ALL Inquiries to:

Office of Procurement Services
Florida A & M University
2380 Wahnish Way, Suite 214
Tallahassee, FL 32307
(850) 599-3203
(850) 561-2160 (facsimile)

website: www.famu.edu/about/admin/vpad/purchasing/solicitation.html
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INTRODUCTION

I. PURPOSE:

The Florida Agricultural and Mechanical University (the “University”) is requesting proposals from qualified Independent Financial Advisory firms to establish a contract to assist the University with making an application to borrow funds from the U.S. Department of Education Historically Black College and University Capital Financing Program for the of lowering its debt service payment on outstanding bond indebtedness. Consultants responding to this solicitation shall have extensive experience, a knowledgeable background and qualifications in the following areas:

A. In-depth knowledge of the US Department of Education Historically Black College and University Capital Financing Program.

B. Evaluating the financial condition and policies of the University, Florida University Systems, State of Florida and local government;

C. Managing the full range of activities associated with the issuance of revenue bonds and other debt for capital projects; and

D. Assisting in the fiscal/economic analysis of a broad range of issues facing the University, Florida University Systems, State of Florida and local government.

E. Assisting in determining the cost benefits of refunding existing bonds by borrowing funds from the U.S. Department of Education Historically Black College and University Capital Financing Program.

The University is looking for a competent, professional firm capable of evaluating the cost benefits of refunding existing bonds and, to the extent necessary, assisting the University staff and bond counsel in structuring, preparing and marketing debt financings. The firm must be capable of providing the necessary financial consulting service and in accordance with the Dodd-Frank Act, and must be registered with the Securities Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

The University will enter into a one year contract with the selected firm with the intent of retaining the firm to structure and close any financing described above in furtherance of the University’s revitalization goals as described in the Campus Master Plan. Once the proposals are distributed, firms shall not directly or indirectly contact any officer, employee or trustee of the University. A firm will be disqualified from consideration if a firm’s representative contacts any officer, employee or trustee of the University regarding this solicitation.

1.2 DEFINITIONS

“BAFO” Best and Final Offer
“Customer” Anyone that utilizes the requested services including but not limited to, faculty, staff, and students.

“Fiscal year” The 12 month period beginning July 1 through the following June 30

“ITN” Invitation to Negotiate, method of formal competitive solicitation

"Respondent " A company that responds in full to the requests of this ITN and wishes to be considered as a candidate for products and/or services agreement as described herein

"Response " The material submitted by the Respondent in answering this ITN

“University Contract Administrator” The University’s single point of contact for the Vendor/Contractor. Responsible for overseeing day to day operations of the contract on behalf of the University

“University/FAMU” Florida A&M University, its employees, officers and agents

“University Sole Point of Contact” The Respondents single point of contact at the University for the purpose of this ITN

“Vendor/Contractor” The company, its employees, and officers, engaged by Florida A&M University to provide the required product and/or services to the University

“Vendor Contract Administrator” The Contractor’s single point of contact for the University. Responsible for overseeing day to day operations of the contract for the Contractor

1.3 PROPOSED CALENDAR OF EVENTS

Respondents should review and become familiar with the Calendar of Events Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Respondent to check for any changes. All changes to the Timeline will be made through an addendum to this solicitation and posted within the Florida A&M University Purchasing website at: http://www.famu.edu/index.cfm?Purchasing&Solicitations

<table>
<thead>
<tr>
<th>EVENTS</th>
<th>DATE</th>
<th>TIME</th>
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A. ITN issued and Advertised 2/01/2016
B. Deadline for Respondents to Submit Written questions to FAMU 02/08/2016 10:00 AM
C. University provides responses to questions via 02/10/2016 4:00 PM
Addendum to be posted on Purchasing Website: http://www.famu.edu/index.cfm?Purchasing&Solicitations
D. Written ITN Responses due to the University 02/17/2016 @2:00 PM
Location for delivery:
Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, FL 32307

Responses delivered after 2:00 PM EST or to any location other than address shown above are subject to rejection without evaluation.
E. Evaluation Committee will began their evaluations 02/18/2016
F. Vendor Presentations/Negotiations, if necessary 02/23/2016
G. Best and Final Offers (BAFO) due 02/24/2016 @10:00 AM
And determine award recommendation
H. Evaluation Committee meets to discuss best and final offers and determine award (PUBLIC MEETING) 02/24/2016
I. Posting of award to Successful Respondent for a period of 72 hours 02/24/2016

Note: All dates shown are estimates and are subject to change
2.0 UNIVERSITY BACKGROUND

2.1 GENERAL INFORMATION

Florida Agricultural and Mechanical University (FAMU), is a public, fully accredited member of the State University System of Florida. FAMU is a doctoral/research institution and is the premier school among Historically Black Colleges and Universities. We are fully accredited by the Southern Association of Colleges and Schools.

Florida A&M University offers 62 bachelor's degrees and 39 master's degrees. The university also offers a juris doctor at its College of Law in Orlando. FAMU offers the following doctoral programs: chemical engineering; civil engineering; electrical engineering; mechanical engineering; industrial engineering; biomedical engineering; physics; pharmaceutical sciences; educational leadership; and environmental sciences.

The university also has several satellite campuses including the College of Law in Orlando and the College of Pharmacy and Pharmaceutical Sciences has sites in Miami, Jacksonville, Tampa and Crestview.

2.2 BACKGROUND INFORMATION

The University's outstanding debt is approximately $67,000,000.00 as of June 30, 2015. The University’s Capital Plan can be found here:


3.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

3.1 ATTENTION TO RESPONDENTS

Any intended Respondent is solely responsible to check the University Purchasing Website at http://www.famu.edu/index.cfm?Purchasing&Solicitations seventy-two (72) hours before the closing time of this ITN to verify that the Respondent has reviewed any and all addenda that may have been issued for this ITN.

Any Addendum issued to Respondents prior to the proposal opening date shall include an addendum acknowledgment form. Since all addenda become a part of the response, all addenda must be signed by an authorized Respondent representative and returned with the response on or before the response opening date. Failure to sign and return any and all addendum acknowledgements may be grounds for rejection of the response.

3.2 INQUIRIES

The University will not give verbal answers to written or verbal inquiries regarding negotiation considerations prior to or after the selection process of this ITN. A verbal statement regarding this ITN by a University person shall be non-binding. All Respondents must submit all inquiries regarding this ITN in writing to the University Sole Point of Contact. Questions regarding the ITN shall be submitted in writing no later than the date shown in the Calendar of Events (see page 8) as the last day to submit questions. Written responses to all questions shall be the University's official response.
All questions and answers asked by all registered Respondents will be posted online at: [www.famu.edu/about/about/admin/vpad/purchasing/solicitation.html](http://www.famu.edu/about/about/admin/vpad/purchasing/solicitation.html) on or before the date shown in the Calendar of Events.

Respondents are responsible to ensure that the University Sole Point of Contact has their point of contact with all pertinent information including but not limited to name, electronic mail address, physical address including city, state, and zip code, and phone and facsimile numbers.

### 3.3 UNIVERSITY SOLE POINT OF CONTACT

This ITN is issued by the Office of Procurement Services, Florida A&M University, which is referred to herein as the “University Sole Point of Contact”.

The address for the University Sole Point of Contact for all correspondence with regard to this ITN is:

Stephany Fall, MPA, CPM  
Director of Procurement Services  
Florida A&M University  
Office of Procurement Services  
2380 Wahnish Way, Suite 214  
Tallahassee, FL 32307  
Email: stephany.fall@famu.edu

The Respondent shall not communicate with any officer, agent, or employee of Florida A&M University, to include but not limited to, any officer, agent or employee of the Board of Trustees, except with the Sole Point of Contact identified in this section, concerning this ITN. The University reserves the right to reject Respondents' Response if this provision is violated.

### 3.4 RESPONSE

To ensure that all Responses are evaluated fairly, it is requested that Responses follow the prescribed format, as set forth herein, Section 3.5 and Section 6. **Failure to follow this requirement may result in the disqualification of response to this ITN.**

A. The completed and signed Respondent Acknowledgement Form (pages 1&2) and any other ITN pages that require Respondent to provide a response (Section 3.7). The ITN and the Respondent’s response will become part of the final agreement between Respondent and University.

B. The legal name of the Respondent and a statement as to whether the Respondent is a sole proprietor, a partnership, a corporation, or any other legal entity. The Respondent shall be registered with the Florida’s Secretary of State and authorized to do business in the State of Florida and provide documentation. The Response shall be signed by a person or persons legally authorized to bind the Respondent to a contract.
3.5 ITN RESPONSE FORMAT

Each Respondent must submit one (1) signed original Response, seven (7) paper (hard) copies of the original signed Response, and one (1) electronic media (USB Drive) with the Response in either the Microsoft Word or Adobe PDF format.

A. The original response shall be in a separate envelope, clearly marked original. Copies may be submitted in bulk.
B. The outer carton of the response shall include the ITN number, name and due date. Your response shall include the information and required submittals described in the Content section, **tabbed and numbered as shown in Section 6**, with all information appearing in the Tab in which it was requested.
C. Questions and requests for information may not be rearranged, regrouped, or divided in any way.
D. All information and required submittals requested SHALL BE in hardcopy form and included in your written response. Responses shall not refer the university to electronic media such as websites; CDs, disks, USB drives or tapes in order to obtain the required information or submittals.
E. Information submitted that is not requested by the university may be considered supplemental.
F. Any information or required submittals that cannot be incorporated behind the appropriate numbered tab due to size or binding must be referenced behind the proper tab with a statement indicating where this information can be found in your response.
G. Documents received late will not be accepted. It is the Contractor’s responsibility to have the documents in the Office of Procurement Services prior to the stated time.
H. The ITN document, associated responses, and related meetings; except negotiations are subject to the State of Florida “Sunshine Laws” and shall not be considered to be confidential.

I. The Responses shall be addressed to:

Stephany Fall, MPA, CPM  
Director of Procurement Services  
Florida A&M University  
Office of Procurement Services  
2380 Wahnish Way, Suite 214  
Tallahassee, FL 32307

J. Responses shall be received no later than **2:00 PM – February 17, 2016**.
K. Responses received after the submission date and/or time shall not be considered.
L. Responses received at any location other than the address shown in Section 3.5 (I) shall not be considered.
M. Requests for an extension of the submission date and time will not be granted unless the University determines, at its sole discretion, that the original due date appears impractical. Notice of any extension will be provided as an addendum to the ITN.

3.6 MEETINGS

Notice of meetings regarding this ITN will be posted electronically on the University’s Purchasing website at: [http://www.famu.edu/index.cfm?Purchasing](http://www.famu.edu/index.cfm?Purchasing) at least seventy-two (72) hours prior to the meeting.
3.7 EVALUATION CRITERIA

Evaluation of Responses leading to a short list of Respondents will be based on evaluation criteria described below. Any information Respondent deems essential to the evaluation of the services offered, for which no provision is made in the ITN, should be clearly stated in the Response. While the University reserves the right to request additional information or clarification from Respondents at any time in the process, Respondents shall not assume that they will be allowed to amplify or modify their initial written Response after the Response Opening Date. The initial response must provide a clear explanation of products, services, benefits and prices offered and shall include information as to how all specifications will be met.

A. Overall approach and understanding of the University’s needs (40%)
B. Experience and Qualifications (35%)
C. Financial Proposal – Total cost to the University (25%)

3.8 EVALUATION PROCESS

The University must be satisfied that the successful Respondent has the necessary technical expertise, experience and resource capabilities to satisfactorily perform the requisite services stated in this ITN. An award will be made to a responsible respondent whose response, conforms to the ITN, as defined by the University to be the most advantageous to the University, price, financial package and other factors considered.

An Evaluation/Negotiation Committee hereinafter referred to as the “Committee”, will be appointed by the Director of Procurement Services to review and evaluate each response submitted to this Invitation to Negotiate (ITN). Responses will be evaluated by the Evaluation Committee that may determine a short list of companies whose written response best meet the Evaluation Criteria in this ITN. Those selected for the short list will continue in the evaluation process, which may involve site visits, company presentations, company management team interviews, negotiations and evaluation of the company’s best and final offer. Any response that does not provide complete, accurate, and detailed answers to each question, or which indicates the company prefers to defer providing complete details until a later stage in the process, may be declared non-responsive, and rejected without further evaluation.

The Office of Procurement Services will distribute a copy of the responses to each member of the Evaluation/Negotiation Committee. The Evaluation/Negotiation Committee members will independently base their evaluation of each response on the criteria stated herein. The evaluation process will include:

a) **ITN Response**: The evaluation team will evaluate written response to the ITN.

b) **Vendor Presentations**: Selected vendors will be required to meet with the evaluation committee to provide an in person functional demonstration.
Financial Considerations: The evaluation committee will assess the cost of the financial benefit of the proposal provided by vendors.

3.9 **ORAL PRESENTATION**

After Responses have been opened, a limited number of Respondents submitting Responses in response to the ITN may be required, at the request of the University, to make an oral presentation or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Respondent to clarify the Response. Respondents will not be allowed to change their initial Responses. Oral presentations may be recorded, and both recorded oral presentations and written clarifications will be affixed to the Respondent's Response and become a part of same as if originally submitted. The Office of Procurement Services will initiate and schedule a time and location for any presentations that may be required.

3.10 **INVITATION TO NEGOTIATE PROCESS**

The ITN process is a flexible procurement process that is used when highly specialized services are required. Negotiations offer an opportunity for selected Respondent(s) to discuss their responses with an Evaluation Committee and/or a Negotiation Committee and present a Best and Final Offer (BAFO) that may lead to a negotiated agreement. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the University.

3.11 **NEGOTIATION WITH RESPONDENTS**

The University reserves the right to negotiate prior to award with the highest ranked Respondent(s). The Respondent(s) will be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Respondent(s) to discuss their offers and Responses in further detail with the University's Negotiating Committee. This allows the University to secure services which best meet its needs, at a highly competitive and favorable cost.

At the conclusion of this negotiation process, each of the Respondent(s) may be asked to submit a written Best and Final Offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. Invitation to submit a Best and Final Offer is not automatic. After this negotiation a final Contractor may be selected.

3.12 **RIGHT TO NEGOTIATE**

Upon evaluation of the responses, the University has the right to enter into negotiations with one or multiple Respondents that appear to have submitted Response(s) that best meet the needs and requirements of the University. The University reserves the right to negotiate concurrently or separately with short list Respondents. The University reserves the right to accept portions of a competing Respondent’s offering and merge such portions into one project, including contracting with the entities offering such portions. The Negotiations could include but are not limited to price, offering and the terms and conditions of this ITN.
3.13 RESPONSE WITHDRAWAL

Responses submitted prior to the response opening date may be withdrawn by the Respondent. Withdrawn Responses may be resubmitted up to the time designated for the receipt of Response provided that they are then fully in conformance with the requirements of the ITN.

3.14 OPEN COMPETITION

The University encourages free and open competition among contractors. Whenever possible, specifications, Response invitations and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University’s needs and the accomplishment of a sound economical operation. The Respondent’s signature on this Response attests that the commissions quoted have been established without collusion with other Respondents and without effort to preclude the University from obtaining the lowest possible competitive price. The Respondent certifies that its officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee or agent of the University.

3.15 CONTRACT AWARD

There is no obligation on the part of the University to make an award as a result of this ITN. The University reserves the right to award the contract to the responsible Respondent submitting a responsive Response based on the criteria listed in Section 7.0, and in the best interest of the University.

3.16 PROPOSED MATERIAL

The material submitted in response to the ITN becomes the property of the University upon delivery to Office of Procurement Services and is to be appended to any formal document that would further define or expand the contractual relationship between the University and the Contractor.

3.17 ERRORS AND OMISSIONS

The Respondent is expected to comply with the true intent of this ITN taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the University, in writing, and the University shall issue written instructions to be followed. The Respondent is responsible for the contents of its Response and for satisfying the requirements set forth in the ITN.

3.18 RESPONDENTS RESPONSIBILITY

It is understood and the Respondent hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail present in the ITN.

3.19 UTILIZATION OF SMALL AND MINORITY BUSINESS

The University is an equal opportunity institution and promotes procurement participation and contract award with Minority Business Enterprises (“MBEs”), to include but not limited to; small, minority, women owned, and service disabled veteran business enterprises. MBE’s should have
a fair and equal opportunity to compete for dollars spent by the University to procure commodities and contractual services. Competition ensures that prices are competitive and that a broad vendor base is available. The University will use good faith efforts to ensure that MBE vendors are aware of procurement and contract opportunities.

3.20 SUSTAINABILITY/ENVIRONMENTAL CONSIDERATIONS

The University supports and encourages initiatives to protect and preserve our environment. Respondent shall submit as part of any Response the Respondent’s plan to support the procurement of products and materials with recycled content. Respondent shall also provide a plan for reducing and or handling of any hazardous waste generated by Respondent company. In addition, Respondent is strongly encouraged to install equipment that is considered Energy Star or equivalent relative to conserving energy without compromising the temperature and quality of the product.

3.21 ALTERNATE RESPONSES

Respondents are encouraged to submit alternate Responses that, in the opinion of the Respondent, contain overall terms and conditions which are more beneficial to the University. It is at the sole discretion of the University to determine if an alternate Response is more beneficial. The University is not bound to accept alternate Responses.

3.22 DEVIATIONS

Any deviation from the specifications must be clearly noted in the Respondent’s Response under Section 3.7. All decisions as to the acceptance of deviations are solely within the discretion of the University, and the University may reject any Response as non-responsive if the University determines the deviation will have an undesired effect on the quality of its Pouring Rights and Vending Services.

3.23 RISK

Applicable provisions of all federal, State of Florida, county and municipal statutes, laws, ordinances, rules and regulations shall govern any proposal submitted hereto and any resulting contract. Lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof. Disputes arising from, or in connection with, the contract shall be determined before a Florida court of competent jurisdiction or through an applicable administrative proceeding in Leon County, Florida, whichever is appropriate to the circumstances under Florida law in the event that either party is required to obtain any permit, license or authorization as a prerequisite to performing its obligation under the contract, the cost shall be borne by the party required to obtain the permit, license or authorization.

3.24 RESERVATION OF RIGHTS

The University reserves the right to:

a) Waive minor informalities and any minor irregularities in any Response or responses received. A minor irregularity is a variation from the ITN which does not affect the financials of the Response, or give one Respondent an advantage or benefit not enjoyed by other
Respondents, or substantively change the requirements and/or specifications of this ITN, or adversely impact the interest of the University. Waivers, when granted, shall in no way modify the ITN requirements or excuse the Respondent from full compliance with the ITN specifications and other contract requirements if the Respondent is awarded the contract;
b) Reject any or all Responses, or any portion of any Responses;
c) Conduct discussions with, and negotiate the Best and Final Offers obtained from, responsible Respondents determined by the University to have a possibility of being selected for award;
d) Determine equipment or other equivalency to FAMU’s specifications in evaluating responses;
e) Negotiate changes in the scope of work or services to be provided;
f) Withhold the award of Contract;
g) Select the Respondent it deems to be most qualified to fulfill the needs of the University. The Respondent with the lowest cost proposed may not necessarily be the one most qualified, since a number of factors other than cost are considered in the determination of the most acceptable Response and;
h) We reserve the right to negotiate both concurrently and separately with short list Respondents.

3.25 CONFLICT OF INTEREST
This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the University. Respondents 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.

3.26 STATE LICENSING REQUIREMENTS
All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this ITN, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to FAMU when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this ITN if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes.

A Certificate of Good Standing shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State’s Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or www.sunbiz.org

4.0 SPECIAL CONTRACT CONDITIONS

4.1 TERM OF CONTRACT
The initial contract period will begin on March, 2016 and continue for one year depending on the determination of the University, unless termination is necessary due to breach or default of the performance of the contract.
Either party shall have the right to terminate further performance of the contract upon material
breach of the other party which continues uncured after sixty (60) days written notice.

FAMU reserves the option to renew the contract for an additional two (2) years, provided
services during the initial contract period are considered to be excellent and all contract
conditions have been adhered to. The successful Contractor will be notified, in writing, one
hundred eighty (180) days prior to the expiration date of the initial term whether FAMU will
renew or issue a solicitation for proposals.

4.2 CONFIDENTIALITY

From the date of issuance of this ITN, until a proposal is made, the Respondent must not make
available or discuss its proposal, or any part thereof, with any employee or agent of the
University, unless permitted by the Director of Procurement Services, in writing, for purposes of
clarification only, as set forth herein.

The Respondent is hereby notified that any part of the Response or any other material marked
as confidential, proprietary, or trade secret, can only be protected against disclosure to the extent
permitted by Florida law. If an exemption is desired or expected, the law providing such as
exemption should be identified in the response.

4.3 RESPONDENT EXPENSE

All proposals submitted in response to this ITN must be submitted at the sole expense of the
Respondent, whether or not any agreement is signed as a result of this ITN. Respondent will
pay all costs associated with the preparation of proposals, presentations and necessary visits to
campus.

4.4 WARRANTY AND ABILITY TO PERFORM

Respondent shall warrant that there is no action suit, proceeding, inquiry or governmental
agency, public board or body, pending or, to the best of the Respondent’s knowledge,
threatened, which would in any way prohibits, restrain, enjoin or diminish the successful
respondent’s ability to execute and/or perform the terms and conditions of the contract resulting
from this ITN.

4.5 INDEMNIFICATION

The Successful Respondent shall indemnify and hold harmless the Florida A&M University
Board of Trustees, its officers, agents and employees from any and all liability, judgments,
orders, claims, demands, expenses, damages or causes of action caused by the Successful
Respondent, its officers, employees, and agents or subcontractors resulting from the Successful
Respondent’s breach of resulting Agreement, as well as strict liability or negligence in performing
or failing to perform in connection with this Agreement.

4.6 INDEPENDENT CONTRACTOR

Nothing herein is intended or shall be construed as in any way creating or establishing a
partnership or employee relationship between the parties or in any way making the Successful
Respondent the agent or representative of the University for any purposes in any manner whatsoever. Successful Respondent is, and shall remain, an independent Contractor with respect to all services performed under this Contract. The parties agree that there is no intent to provide services to third party beneficiaries and that no third party beneficiaries exist in this agreement.

4.7 INSURANCE

The successful Respondent shall not commence any work until he has obtained all the following types of insurance and the University has approved such insurance, nor shall the successful Respondent allow any subcontractors to commence work on his subcontract until all similar insurance required for the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida, and with an A.M. Best rating of no less that AX. The University shall be furnished proof of coverage of insurance by certificates of insurance accompanying the agreement and shall name the Florida A&M University and their Board of Trustees as an additional name insured. The insurer shall provide 30 days written notice to the certificate holder if a policy is to be cancelled before the expiration date thereof.

The successful Respondent shall be required to furnish a public liability policy of insurance protecting the public against bodily injury and property damage, worker’s compensation coverage and commercial blanket bond in accordance with the following schedule and conditions:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits of Liability</th>
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<tr>
<td>A. Bodily Injury Liability</td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td>B. Property Damage Liability</td>
<td>$1,000,000 aggregate</td>
</tr>
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<td>(other than automobile)</td>
<td>$1,000,000 aggregate</td>
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<td>$1,000,000 aggregate</td>
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<tr>
<td>C. Worker’s Compensation</td>
<td>Limit of liability as provided by Worker’s Compensation Law, State of Florida</td>
</tr>
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</table>

The contractor shall secure and maintain during the life of this agreement, Worker’s Compensation Insurance for all his employees connected with the work of this project and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all the latter’s employees unless such insurance shall comply fully with the Florida Worker’s Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker’s Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the purchaser, for protection of his employees not otherwise protected. If there is an instance where the Contractor is subcontracting the required services with a vendor who is not required by Florida Statute to cover their employees by Worker’s Compensation, the Contractor must obtain prior approval of the subcontractor by the Florida A&M
University.

D. Commercial Auto Liability $1,000,000 combined single limit

E. Commercial Blanket Bond $500,000

F. Fidelity Bond $500,000 per claim

The successful Respondent shall supply a Commercial Blanket Bond, which covers loss occasioned by theft and the hazards customarily covered by such bonds and a Fidelity Bond for faithful performance. Such policy is to cover the losses by identifiable employees. The Florida A&M University may request higher limits if the exposure to loss increases.

The University shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the bidder and/or subcontractor providing such insurance.

The public liability policy shall be properly endorsed with the “Hold Harmless Agreement” to save Florida A&M University and their Board of Trustees, State officials and employees harmless and to indemnify Florida A&M University for any claim or liability to benefits under the Worker’s Compensation Law of Florida (Chapter 440, Florida Statutes) occasioned by an accidental injury to temporary help by Florida A&M University.

Such policy or policies of insurance shall contain an endorsement giving the Florida A&M University Procurement Services thirty (30) days written notice in advance of any material alteration or cancellation of the policy. Such policy or policies should contain a 3rd party rider showing the Florida A&M University and their Board of Trustees as additional named insured. Such policy is to be submitted to the Florida A&M University, Office of Procurement Services for approval no less than ten (10) days prior to the commencement of the term of the agreement.

4.8 SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the contract goes to the whole of the contract, the contract is unenforceable.

4.9 SCOPE CHANGES

In the event services are required to be performed or equipment required to be purchased that are not set out in the ITN, but are within the general scope of the requirements, the University and the successful Respondent hereby reserves the right to negotiate the terms covering the required services or equipment.

4.10 DEFAULT

The failure of either party to the Contract to comply with any of the provisions herein shall place that party in default. Prior to terminating this Contract, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that gave rise to the default. The
defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance. Both parties have the right to exercise any and all legal remedies available to them by applicable laws. Expenses associated with litigation will be borne by the prevailing party.

4.11 TERMINATION

If the Contractor fails to fulfill any of its obligations under this Contract, or otherwise, through no fault of the University, such failure shall be considered a default and shall entitle, but not obligate, the University to suspend performance under or to terminate this Contract, in whole or in part, at the University's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the University. Furthermore, the University shall have the right to terminate this Contract, in whole or in part, without the Contractor being in default there under. Termination shall be effected by delivery to the Contractor of a written notice specifying whether termination is for the default of the contractor or for the University's convenience, the extent to which services under this Contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the University, the Contractor shall promptly stop work under this Contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.

In the event of termination for convenience, the University shall pay the Contractor (i) the appropriate amount due for goods satisfactorily delivered and/or services satisfactorily rendered; (ii) approved costs and expenses incurred which are non-cancellable and remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The University shall have the right to set off against amounts otherwise owed the Contractor all amounts owed by the Contractor to the University under this Contract or otherwise.

5.0 SCOPE OF SERVICES

Services to be provided by the Financial Advisor will include, but not be limited to the following:

A. Analyze the cost of refunding existing bonds by with funds borrowed funds from the U.S. Department of Education HBCU Capital Financing Program. The results will be compared to the debt service payments of the existing debt structure to determine the savings that can be generated by refunding this debt.
   a. How much debt can be issued while still maintaining sufficient cash flow coverage to attain a sufficient credit rating?
   b. Additionally, review the legal structure to provide the basis for refunding of existing bonds, including the amount of debt that can be legally and feasibly be refunded.

B. Analyze the University’s maximum debt capacity by conducting a computerized financial model to assess the ability of refunding existing debt to economically provide the required level of capital needed to meet the University’s infrastructure.

C. Prepare an analysis to determine financial resources available to the University to proceed with bond refunding or bond restructuring or other financing or refinancing of University debt or
capital improvements. While maintaining the University’s credit rating.

a. Review existing debt structure
b. Review capital budget
c. Analyze future debt capacity
d. Analyze debt structure alternatives

D. Advise the University in each step of the bond issuance and refunding process, including advice with respect to University policies and procedures, timing, takedown, interest rates, marketing and associated fees. Prepare a written analysis and recommendation on all substantive matters pertinent to each proposed transaction.

E. Review, analyze, and make recommendations with respect to financing proposals made to the University by investment bankers, developers, underwriters or others. Evaluate the financial strength of particular on-campus student housing project proposals, assumptions made with regards to income and expenses and marketability of the project.

F. Assist legal counsel, bond counsel, and investment bankers in the development of new capital improvement and debt management programs and rules and regulations necessary to implement such programs.

G. Discuss, at the direction of the University, the present and proposed debt structure and on-campus capital programs and with any interested parties.

H. Review cash flows, evaluate bond pricing by the underwriters and review bond documents and official statements. Participate in all necessary meetings prior to the bond issuance and, if necessary, in activities associated with rating agency reviews.

I. Perform related services and special studies as needed.

6.0 PROPOSAL REQUIREMENTS AND QUALIFICATIONS

Proposals must conform to all requirements stated below, and elsewhere in this ITN. All proposals are required to submit the documentation listed below their bid reply. Disregarding these requirements may result in disqualification of the proposal.

Cover Letter

All proposals must include a cover letter submitted under the firm’s name on the firm’s letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal. The cover letter should express the firm’s interest and serve as an executive summary of the proposal.

Tab 1 Experience and qualifications

The firm shall provide a general statement of qualifications and range of capabilities, which shall include the following:
A. A statement of the firm’s experience and qualifications to meet the requirements of the University as outlined herein. Include a general overview and history of your firm, number of years in business, number of employees, corporate headquarters location, type of business, names of firm’s chief officers and where you to business. Offerors may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.

B. List key individuals who would be assigned to work the University and resumes detailing their qualifications and their involvement with projects of similar or identical scopes.

C. Detail your firm’s experience with and any innovations your have developed, in the following areas:
   a. Borrowing under the U.S. Department of Education Historically Black College and University Capital Financing Program
   b. Revenue Bonds
   c. Certificates of Participation and Lease Revenue Bonds
   d. Refunding Bonds

D. Detail your firm’s experience in providing the services requested herein for similar customers with the dates of performance and/or completion, customer name, contact person and telephone numbers.
   a. Please include a list of three (3) major public University clients who would provide references for your work as financial advisor.
   b. A description of your firm’s financial advisor relationships for the past three (3) years, including the dollar amount and type of bond issues.

E. Describe your firm’s experience in negotiated underwritings of municipal bonds where it has served as a financial advisor. What, in your firm’s view, is the most critical role of the financial advisor in a negotiated sale? How would your firm best fill that role?

F. Outline your firms’ experience during the last three (3) years with the major rating agencies. Discuss its applicability to the University in retaining its current ratings and outline your strategy to best assure the University’s continued success for future debt services.

G. Is your firm currently involved in arbitration and or litigation for any reason? If so, please elaborate.

H. Please include a representative example of a recent Official Statement in which your firm acted as financial advisor and for which your firm was directly responsible for preparation, printing, etc.
I. Has your firm ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.

J. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firms that may be related or helpful to the services requested herein.

**Tab 2 Approach and Understanding of the University’s needs**

A. A statement of your overall approach, understanding of the University’s needs, and ability to meet/exceed the Scope

B. A detailed sample work plan out-lining each task required of a financial advisor for completion of the successful bond issue and the estimated time required to complete each task.

C. Describe the means by which your firm monitors daily municipal bond market conditions, market trends and or forecasts, and describe the way in which this activity will be used to advise the University of Bond refunding decisions such as market timing, pricing, and other bond related issues.

D. A statement of, based on the evaluation of the credit strengths and weakness of the University, how the firm’s financial management philosophy will protect and maintain the University’s credit rating.

**Tab 3 Proposed Fee Structure**

Proposed fee structure that is the most advantageous to the University taking into consideration all of the other criteria set forth.
EXHIBIT A – REFERENCE FORM

Provide a minimum of three (3) current reference, preferably from other educational clients comparable FAMU

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NOTICE OF CONFLICT OF INTEREST

Company or Entity Name ________________________________

For the purpose of participating in the Request for Response process and complying with, the provisions of Chapter 112, *Florida Statutes*, and University Regulation 6.002, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the Florida A & M University or Users:

______________________________________________  ______________________________________

______________________________________________  ______________________________________

______________________________________________  ______________________________________

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

______________________________________________  ______________________________________

______________________________________________  ______________________________________

______________________________________________  ______________________________________

None of the above applies: _________________________

The above information is true and correct to the best of my knowledge. Signed on this ________, day of, ____________________________, 2016

__________________________________________________________________________
Signature

__________________________________________________________________________  Print Name and Title

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STATEMENT OF NO INVOLVEMENT

I, _________________________________, as an authorized representative of the aforementioned company, certify that neither 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 services contained in this Invitation to Negotiate.

______________________________
Signature

______________________________
Company Name

______________________________
Date