



# REQUEST FOR PROPOSALS

## Acknowledgement Form

Submit Proposals to:

**FLORIDA A&M UNIVERSITY**  
Office of Procurement Service  
<https://famu.bonfirehub.com/portal/?tab=openOpportunities>  
Tallahassee, Florida 32307-3200  
Telephone Number: (850) 599-3203

Page 1 of 53 Pages	<b>PROPOSALS WILL BE OPENED:</b> <b>Friday, August 7, 2026, at 2:00 p.m.</b>	<b>PROPOSAL NO.</b> <b>RFP 0012-2026</b>
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<b>MAILING/POSTING DATE:</b> <b>6/25/2026</b>	<b>PROPOSAL TITLE:</b> <b>Professional Planning Services for Campus Master Plan Update (2025–2035)</b>
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

<b>VENDOR LEGAL NAME</b>	<b>REASON FOR NO PROPOSAL</b> _____  <b>POSTING OF PROPOSAL TABULATIONS AND NOTICES</b> Proposal tabulations, notices of a decision or intended decision, and recommended awards related to this competitive solicitation will be posted for review by interested parties on the Procurement Services Website at <a href="http://www.famu.edu/index.cfm?Purchasing&amp;NoticeofPosting">http://www.famu.edu/index.cfm?Purchasing&amp;NoticeofPosting</a> and the Bonfire website at <a href="https://famu.bonfirehub.com/portal/?tab=openOpportunities">https://famu.bonfirehub.com/portal/?tab=openOpportunities</a> and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in University Regulation 6.005 (9)(k) and Section 120.57(3), Florida Statutes shall constitute a waiver of protest proceedings.
<b>VENDOR MAILING ADDRESS</b>	
<b>CITY-STATE-ZIP</b>	
<b>AREA CODE:</b> _____ <b>TELEPHONE NUMBER:</b> _____ <b>TOLL-FREE NUMBER:</b> _____	

*By signing this document, I certify that this solicitation response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same commodities or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this competitive solicitation and certify that I am authorized to sign this solicitation response for the proposer and that the proposer is in compliance with all requirements of the competitive solicitation, including but not limited to certification requirements. In submitting a solicitation response, the proposer offers and agrees that if the solicitation response is accepted, the proposer will convey, sell, assign, or transfer to the FLORIDA A&M UNIVERSITY Board of Trustees all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by FLORIDA A&M UNIVERSITY. At the University's discretion, such assignment shall be made and become effective at the time the University tenders the final payment to the proposer.*

\_\_\_\_\_

**AUTHORIZED SIGNATURE (MANUAL)**

\_\_\_\_\_

**AUTHORIZED SIGNATURE (TYPED) & TITLE**

\_\_\_\_\_

**DATE SIGNED**

### GENERAL CONDITIONS

**PROPOSALS:** All proposal sheets and this acknowledgment form must be executed and submitted via the Bonfire Website. Response prices not submitted on attached proposal price sheet(s) when required shall be rejected. All responses are subject to the conditions specified herein. Those who do not comply with these conditions are subject to rejection.

- EXECUTION OF PROPOSAL: All responses must contain this Acknowledgment form with an original manual signature of an authorized representative in the space provided above.** Proposals 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 Social Security number shall appear on each pricing page of the proposal, as required.
- NO PROPOSAL SUBMITTED:** If not submitting a proposal, respond by returning only this proposer acknowledgement form, marking it "NO PROPOSAL" 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 University's Competitive Solicitation mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL", and it must be received no later than the stated proposal opening date and time.
- PROPOSAL OPENING:** Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the proposer's responsibility to ensure that its proposal is delivered via the Bonfire portal at the proper time and place for 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 30 calendar days, or date of award, whichever is sooner in accordance with s. 119.071(1)(b). NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal tabulations will not be provided by telephone.
- PRICES, TERMS, AND PAYMENT:** Firm prices shall be proposed and include all services rendered to the purchaser.
- 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 the face of the 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
- MISTAKES:** Proposers are expected to examine the specifications, conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk.
- ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**
- 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 make 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.
  - 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.
  - 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 post audit. 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.
  - 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.

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.

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All proposers must disclose with their proposal 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 proposers 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 proposer'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. Proposers 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. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

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 specifications, 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 procurement 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 are being advised not to do business with the contractor without the written approval of the University until such time as the vendor reimburses the University for all procurement 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 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, the proposer agrees not to use the results thereof as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this request for proposal 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 proposer's facilities at any time with prior notice.

20. CANCELLATION: The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

d) If this agreement includes reimbursement for travel expenses, such reimbursement must comply with Section 112.061, Florida Statutes, and will be processed in accordance with the University's travel policies as stated in the Controller's Manual and utilizing the Travel Authorization Request (TAR) process.

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.

21. PUBLIC RECORDS: Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

22. NEGOTIATIONS: To assure full understanding of and responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposals with respect to any opportunity for discussion and revision of proposals. All such revisions shall be in the form of a written addendum.

After the submittal date, the University reserves the right to select the top-ranked proposals and to conduct discussions with those proposers. Such discussions may result in changes to the RFP and the proposers' proposal as deemed necessary and in the best interests of the University.

23. AS SPECIFIED: A purchase order may be issued to the successful offeror 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 the specifications stated herein or fail 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. PROPOSAL PREPARATION: All costs associated with responding to this RFP are the sole responsibility of the Vendor.

25. FORCE MAJEURE: No default, delay or failure to perform on the part of the contractor or the University shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, or inactions of government authorities; epidemics; wars; embargoes; fire; earthquake; acts of God; default of common carrier. In the event of such default, delay, or failure to perform, any date or time by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

26. POLICIES AND RULES: All Vendor employees and their agents will govern their conduct in a professional business manner. Sexual harassment, discrimination, and/or any other behavior considered unprofessional, disruptive, or not conducive to the University environment, or in violation of University policies, will not be tolerated. Any vendor employee participating in unacceptable activities will not be allowed to continue performance. Chronic behavioral or conduct problems with vendor employees may result in cancellation/ termination of any agreement/purchase orders issued.

The Vendor, its employees, and agents shall be responsible for exercising extreme care and caution in conducting operations to ensure the safety and well-being of university personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/ purchase orders issued to the Vendor do not protect nor relieve the Vendor of responsibility from any fines or other actions that may be taken as a result of a violation.

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 PROTEST BONDING REQUIREMENT: Any person who files an action protesting the specifications, 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 Contractor in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

## **REQUEST FOR PROPOSAL**

**Florida A&M University Board of Trustees (FAMU)**

**Professional Planning Services for Campus Master Plan Update (2025–2035)**

**RFP No. 0012-2026**

**Refer ALL Inquiries to:**

Office of Procurement Services  
Attn: Germarlon Hall  
Florida A & M University  
2380 Althea Gibson Way  
Suite 214  
Tallahassee, FL 32307  
(850) 599-3203 (Office)  
(850) 561-2461 (Fax)

E-mail:

[Procurement.officer@famu.edu](mailto:Procurement.officer@famu.edu)

Bonfire Website:

<https://famu.bonfirehub.com/portal/?tab=openOpportunities>

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## **1.0 SPECIAL CONDITIONS**

### **1.1 Statement of Objective**

The purpose of this solicitation is to engage a qualified consultant to support Florida A&M University (FAMU) in the comprehensive update of its Campus Master Plan for the 2025–2035 planning horizon. Specifically, the selected consultant shall:

- A. Develop a conceptual framework to guide near-term campus development and strategic growth initiatives;
- B. Evaluate the proposed development program for consistency with the University's existing Campus Development Agreement (CDA);
- C. Ensure compliance with applicable statutory requirements, including Florida Statute Section 1013.30(9), governing campus master plan amendments; and
- D. Prepare a comprehensive, updated 2025–2035 Campus Master Plan and an accompanying Campus Development Agreement for review, approval, and adoption in accordance with governing regulatory processes.

### **1.2 Contract Award**

- A. FAMU intends to award a contract or contracts resulting from this solicitation to the responsible proposer(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
- B. FAMU may reject any or all proposals if such action is in FAMU's best interest.
- C. FAMU may cancel or withdraw the award when deemed in its best interest.
- D. FAMU may waive informalities and minor irregularities in proposals received.
- E. FAMU reserves the right to evaluate proposals and award a contract without negotiations with proposers. Therefore, the proposer's initial proposal should contain the proposer's best terms from a cost, price, and technical standpoint.
- F. FAMU reserves the right to conduct negotiations with the highest-ranked proposer(s).
- G. A written notice of award will be posted on FAMU Office of Procurement Services Website.

### **1.3 General Information**

#### **Background**

Florida Agricultural and Mechanical University is a public, fully accredited member of the State University System of Florida. FAMU is a doctoral research institution and the premier school among historically black colleges and universities. We are fully accredited by the Southern Association of Colleges and Schools.

FAMU offers 54 bachelor's degrees and 29 master's degrees. The University also offers a Juris Doctor degree 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.

## History

FAMU is dedicated to the advancement of knowledge, the resolution of complex issues, and the empowerment of citizens and communities. The University provides a student-centered environment consistent with its core values. The faculty is committed to educating students at the undergraduate, graduate, doctoral, and professional levels, preparing graduates to apply their knowledge, critical thinking skills, and creativity in their service to society. FAMU's distinction as a doctoral/research institution will continue to provide mechanisms to address emerging issues through local and global partnerships. Expanding upon the University's land-grant status, it will enhance the lives of constituents through innovative research, engaging cooperative extension, and public service. While the University continues its historic mission of educating African Americans, FAMU embraces persons of all races, ethnic origins, and nationalities as lifelong members of the university community.

### 1.4 Authorized FAMU Representative/Public Notices/FAMU Discretion

Proposer's response to this RFP must be submitted via the Bonfire Portal at <https://famubonfirehub.com/portal/?tab=openOpportunities>.

Any communications and/or inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. **Communications and/or inquiries are preferred via email.** FAMU will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 1.6, "Approximate Calendar of Events." To the extent FAMU determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and posted on the Bonfire Website. FAMU shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this RFP.

**Germarlon Hall, Office of Procurement Services**  
**2380 Althea Gibson, Suite 214**  
**Tallahassee, FL 32307**  
[Procurement.officer@famubonfirehub.com](mailto:Procurement.officer@famubonfirehub.com)  
**Phone (850) 599-3203 Fax: (850) 561-2160**

Advance notice of public meetings regarding this RFP, if FAMU determines in its sole discretion whether any such meetings will be held, will be posted on the Bonfire website:

<https://famubonfirehub.com/portal/?tab=openOpportunities>

FAMU reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. FAMU also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal is not in FAMU's best interest.

### 1.5 Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If FAMU determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this RFP. All listed times are Eastern Time (E.T.).

<b>Date/Time</b>	<b>Action</b>
<b>06/25/2026</b>	Request for Proposal Advertised / Released
<b>07/08/2026</b>	Deadline for submitting questions and/or inquiries or requests for changes by 5:00 p.m. in writing only; preferably by email to  <a href="mailto:Procurement.officer@famuedu">Procurement.officer@famuedu</a>
<b>07/22/2026</b>	Responses to inquiries and Addenda, if any, Posted on Bonfire Website:  <a href="https://famuedu.bonfirehub.com/portal/?tab=openOpportunities">https://famuedu.bonfirehub.com/portal/?tab=openOpportunities</a>
<b>08/07/2026</b>	<b>Deadline for Proposal submission is 2:00 p.m.</b> NOTE: All RFP Responses must be submitted via the Bonfire website: <a href="https://famuedu.bonfirehub.com/portal/?tab=openOpportunities">https://famuedu.bonfirehub.com/portal/?tab=openOpportunities</a>  <b>RFP Opening:</b> FAMU Office of Procurement Services, 2380 Althea Gibson Way, Suite 214, Tallahassee, Florida 32307 <a href="https://famuedu.zoom.us/j/5670102061?omn=94906117172">https://famuedu.zoom.us/j/5670102061?omn=94906117172</a>
<b>08/31/2026</b>	Posting of the Intent to Award (or other Notice(s) as Appropriate)
<b>09/03/2026</b>	End of 72-hour Protest Period
	<b>DATES SHOWN ARE ESTIMATES AND ARE SUBJECT TO CHANGE</b>

## 1.6 Proposers' Communications and/or Inquiries

- A. FAMU is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if FAMU's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this RFP, the Proposer believes there are any conditions or requirements that remain unclear or that restrict competition, the Proposer may request, in writing, that FAMU clarify or change conditions or requirements specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer must also provide a detailed justification for any change and recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this RFP must be received by FAMU not later than the date shown in Section 1.6, entitled "Approximate Calendar of Events," for the submittal of written communications and/or inquiries. **The Proposer's failure to communicate, inquire, or request changes by the date described above shall be considered to constitute the Proposer's acceptance of all of FAMU's conditions and requirements. Proposers shall not remain silent on the conditions and requirements of concern before submitting a proposal, in the hope of negotiating changes to those conditions and requirements after award of a contract resulting from this RFP. Proposers who disagree with any conditions and requirements shall act to resolve the difference prior to the proposal opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal, and the university may seek to award the contract to the next favorable**

**proposer.** FAMU shall, in its sole discretion, determine what requested changes to this RFP are acceptable. FAMU shall issue an Addendum reflecting the acceptable changes to this RFP, if any, which shall be posted on the Bonfire Website as specified in Section 1.5.

- B. Any communications and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to the Authorized FAMU Representative listed in Section 1.5 as set forth in the Approximate Calendar of Events. Inquiries must be intelligible and concise, and must clearly identify the Proposer submitting the inquiry.

### **1.7 Proposers' Conference and Site Visit**

Mandatory Site Visit and Surveys: As set forth in Section 1.6 Approximate Calendar of Events. All interested proposers must attend if the event is listed.

### **1.8 Written Addenda**

Written Addenda to this RFP, along with an Addenda Acknowledgment Form, will be posted on the Bonfire Website. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Proposer, dated, and returned with the proposal.

### **1.9 Proposal Due Date**

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, "Required Proposal Format". Proposals are due at the time and date specified in Section 1.6., "Approximate Calendar of Events" and must be received, via Bonfire Website, by FAMU's Authorized Representative in FAMU's Office of Procurement Services, 2380 Althea Gibson, Room 214, Tallahassee, Florida 32307, no later than 2:00 p.m., on the date set forth in the Approximate Calendar of Events, according to the time clock in FAMU's Office of Procurement Services.

Proposals or amendments to proposals that arrive after **the date and time set forth in the Approximate Calendar of Events** will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and/or amendments to proposals shall not be accepted at any time.

Proposals will be accepted up to 2:00 p.m., as set forth in the Approximate Calendar of Events, and no proposals may be withdrawn after the deadline for proposal submission time and date shown above. Proposals must be submitted **in PDF format via** the link below.

[https://famubonfirehub.com/portal/?tab=openOpportunities.](https://famubonfirehub.com/portal/?tab=openOpportunities)

### **1.10 Proposal Opening Date**

Proposals will be opened, via Bonfire Portal, in FAMU's Procurement Office as set forth in the Approximate Calendar of Events.

### **1.11 Posting of Intent to Award**

The intent to award a contract, if any, for this RFP will be posted for review by interested parties in Bonfire and on the FAMU Office of Procurement Services Website (see links below) and will remain posted for a period of seventy-two (72) hours (three (3) business days).

<https://famubonfirehub.com/portal/?tab=openOpportunities>  
<http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting>

- A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with FAMU:
1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. FAMU shall not extend or waive this time requirement for any reason whatsoever.
  2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. FAMU shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in FAMU Regulation 6.005 and Section 120.57 (3), Florida Statutes, shall constitute a waiver of all proceedings under the aforementioned authority.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to FAMU in the amount of \$10,000 or 10% of FAMU's estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to FAMU.
- D. In addition to all other conditions and requirements of this RFP, FAMU shall not be obligated to pay for information obtained from or through the Proposer, or any of the Proposer's expenses associated with responding to the RFP.

#### **1.12 Proposal Validity Period**

Any submitted proposal shall, in its entirety, remain a valid proposal for one hundred twenty (120) days after the proposal submission date.

#### **1.13 Disposition of Proposals**

All proposals become the property of the FAMU, and the FAMU shall have the right to use all ideas and/or adaptations of those ideas contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to FAMU with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. FAMU's selection or rejection of a proposal will not affect this exemption.

#### **1.14 Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is **mandatory** that Proposers follow the format and instructions contained herein. FAMU is not liable for any costs incurred by any Proposer in responding to this RFP, including, without limitation, costs for oral presentations requested by FAMU, if any.

### **1.15 Restricted Discussions/Submissions**

From the date of issuance of the RFP until FAMU takes final agency action, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of FAMU except as expressly requested by FAMU in writing. Violation of this restriction will result in REJECTION of the Proposer's proposal.

### **1.16 Verbal Instructions Procedures**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any FAMU employee. Only those communications that are in writing from the authorized FAMU representative identified in Section 1.5 of this RFP. Only communications/inquiries from the Proposer that are signed in writing and delivered on a timely basis, i.e., not later than **2:00 PM EST, as set forth in the Approximate Calendar of Events**, will be recognized by FAMU as duly authorized expressions on behalf of the Proposer.

### **1.17 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 RFP, 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 RFP, 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 Status 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](http://www.sunbiz.org)

### **1.18 Parking**

The successful Proposer, if any, is selected by FAMU, shall ensure that all vehicles parked on campus for purposes relating to work resulting from this RFP shall have proper parking permits. All vehicles must be registered with FAMU's Parking Services Department, and the Proposer must purchase parking permits. Proposer's vehicles shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all FAMU's parking rules and regulations could result in tickets and/or towing at the expense of Proposer or Proposer's employee. For additional parking information, contact FAMU's Parking Services Department at (850) 561-2205.

### **1.19 Definitions**

**University** - Refers to Florida A&M University (FAMU), its Board of Trustees, officers, employees, agents, and representatives.

**FAMU'S Contract Administrator** - The University's designated liaison with the Proposer. In this matter, FAMU's Contract Administrator will be the Authorized FAMU Representative listed in Section 1.5.

**Proposer** - Anyone who submits a timely proposal in response to this RFP.

**Successful Proposer** - The firm or individual who is the recommended recipient of the award of a contract under this RFP.

**Contract** - The formal bilateral agreement signed by a representative of the University and the Vendor, which incorporates the requirements and conditions listed in this RFP, the Vendor's proposal, and State and University-mandated terms.

**Contract Manager** - After contract award a liaison from the user department will oversee the contractor's performance and report as needed to the contract administrator.

## **1.20 Procurement Rules**

- A. FAMU has established for purposes of this RFP that the words "shall," "must," or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by FAMU. A deviation is material if, in FAMU's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.
- B. The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions or requirements, but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not, in and of itself, cause automatic rejection of a proposal, but may result in the proposal being considered as not in the best interest of FAMU.
- C. **The Proposer must agree to abide by each mandatory condition and requirement included in this RFP.**
- D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for FAMU's REJECTION of the proposal.

## **1.21 Force Majeure**

No default, delay or failure to perform on the part of 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 FAMU's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond FAMU's reasonable control, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of FAMU.

## **1.22 Limitation of Remedies, Indemnification, and Insurance**

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any proposal by the Proposer to limit the Proposer's liabilities to the State or to limit the State's

remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer's proposal.

- B. As an agency of the State of Florida, FAMU's liability is regulated by Florida law. Except for its' employees acting within the course and scope of their employment, FAMU shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, FAMU's liability and indemnification obligations under this RFP and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring FAMU to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

Under this RFP and the resulting contract, if any, the Proposer must hold FAMU and those in privities with FAMU, and their governing boards, officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings and judgments from claims arising or resulting from the acts and omissions of the Proposer and those under the Proposer's supervision and control; provided, however, such indemnification shall not include any amounts for consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.

- C. The Proposer shall obtain, maintain, and pay for insurance in the categories listed in the following insurance schedule. It is not the intent of this schedule to limit the types of insurance otherwise required by this RFP or that which the Proposer may desire to obtain. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer's operations under the contract resulting from this RFP, if any, and shall be effective throughout the effective period of such contract. FAMU, its Board of Trustees, the Florida Department of Education, and the State of Florida shall be included as additional named insured on each of Proposer's policies. **The Proposer shall furnish FAMU proof of the Proposer's insurance coverage by original ACCORD certificates of insurance no later than five (5) days after the contract resulting from this RFP, if any, is executed. Before commencement of work under the contract resulting from this RFP, if any, the Proposer shall submit evidence that it and all of its subcontractors, if any, have obtained full insurance coverage set forth in the following schedule.** See also Section 1.34 below entitled "Subcontracts." FAMU shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any of Proposer's or Proposer's subcontractors' insurance policies. The payment of such deductible shall be the sole responsibility of the Proposer and/or the Proposer's subcontractor that obtained the insurance. The Proposer shall always promptly notify FAMU of any change in insurance coverage or carrier by it or any of its subcontractors. See also Section 1.34 entitled "Subcontracts."

**SCHEDULE:**

Policy

Worker's Compensation	Statutory
*Comprehensive General Liability Insurance:	
(1) Bodily Injury Liability	\$1,000,000 each accident
(2) Property Damage Liability	\$1,000,000 occurrence \$1,000,000 aggregate
(3) Comprehensive Automobile Liability Insurance:	
(a) Bodily Injury Liability	\$500,000 each person \$2,000,000 each occurrence
(b) Property Damage Liability	\$500,000 each occurrence
(c) Excess Umbrella Liability	
Combined Single Limit Bodily Injury	\$10,000,000 each occurrence
Injury and/or Property Damage	\$10,000,000 aggregate

\*Comprehensive Liability to include, but not be limited to:

- (1) Consumption or Use of Products
- (2) Existence of Vehicles, Equipment, or Machines on Location
- (3) Contractual Obligations to Customers

A. WORKER'S COMPENSATION - Limit of liability as provided by Worker's Compensation Law, State of Florida

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 to similarly 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 the 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 from Florida A&M University.

**1.23 Term of Contract**

Each contract resulting from this RFP, if any, will be for a three (3) year period with an effective date not later than June 1, 2026, or upon execution, whichever is earlier; having the option to renew for an additional two (2) one (1) year periods pending mutual consent.

**1.24 Cancellation /Termination of Contract**

Any contract established as a result of this RFP may be unilaterally canceled by FAMU for refusal by the Proposer to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with this RFP or the resulting contract. FAMU also may terminate such contract

resulting from this RFP, if any, without cause on thirty (30) days' advanced written notice to the Proposer. The parties to such a contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate such contract immediately, and also for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

**1.25 Assignment and Amendment of Contract**

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of FAMU. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and FAMU with the same degree of formality evidenced in the contract resulting from this RFP.

**1.26 Independent Parties**

Except as expressly provided otherwise in the contract resulting from this RFP, if any, FAMU and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative, or co-partner of, or a joint-venture with, the other.

**1.27 Performance Investigations**

As part of its evaluation process, FAMU may make investigations to determine the ability of the Proposer to perform under this RFP. FAMU reserves the right to REJECT any proposal if the Proposer fails to satisfy FAMU that it is properly qualified to carry out the obligations under this RFP.

**1.28 Severability**

If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

**1.29 Notices**

All notices and all other matters pertaining to the contract resulting from this RFP, if any, to a 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 received by the addressee at the address listed below:

Avery McKnight, General Counsel  
Office of General Counsel  
1601 S. Martin Luther King, Jr. Blvd  
300 Lee Hall  
Tallahassee, FL 32307

Stephany Fall, Chief Procurement Officer  
Office of Procurement Services  
2380 Althea Gibson,  
Suite 214  
Tallahassee, FL 32307

**1.30 Contract Manager**

Mr. Craig Talton  
Executive Director,  
Facilities Planning and Construction  
Email: [craig.talton@famu.edu](mailto:craig.talton@famu.edu)  
Phone Number: (850)599-3197

### **1.31 Governing Law and Venue**

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

### **1.32 Liaison**

FAMU's liaison with the successful Proposer, if any, shall be Stephany Fall, Chief Procurement Officer.

### **1.33 Subcontracts**

The Proposer is fully responsible for all work performed under the contract resulting from this RFP, if any. The Proposer may, with the prior written consent of FAMU, enter written subcontract(s) for the performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer's response to this RFP. No subcontract shall be implemented or effective until approved in writing by FAMU. No subcontract(s), which the Proposer enters under the contract resulting from this RFP, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer is responsible for fully notifying any subcontractor(s) of their responsibilities under any subcontract and applicable law. All payments to subcontractors shall be the sole responsibility of the Proposer.

### **1.34 Employment of FAMU Personnel**

The Proposer shall not, without FAMU's prior written consent, knowingly recruit for engagement, on a full-time, part-time, or other basis during the period of this RFP and any resulting contract, any individuals who are or have been FAMU employees at any time during such period, except for FAMU's regularly retired employees, or any adversely affected State employees.

### **1.35 Equal Opportunity Statement**

The State of Florida and FAMU subscribe to equal opportunity practices that conform to the spirit and letter of all laws against discrimination and are committed to non-discrimination based on race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Proposer commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations, and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.
- B. The Proposer, if any, awarded a contract under this RFP shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Proposer anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, the Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached as **APPENDIX V**.

- D. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must complete and file, prior to March 1 of each year, a standard form 100 (EEO-1).
- E. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must maintain a written program for affirmative action compliance that is accessible for review upon request by FAMU.
- F. Proposers shall identify their company's government classification at the time of proposal submittal. Proposer's identity will not foster special consideration during this RFP process; this is only for informational purposes for reporting.

**1.36 Waiver of Rights and Breaches**

No right conferred on FAMU by this RFP 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.

**1.37 Headings Not Controlling**

Headings used in any contract resulting from this RFP are for reference purposes only and shall not be considered to be a substantive part of such contract.

**1.38 Employee Involvement/Covenant Against Contingent Fees**

In accordance with Section 112.3185, Florida Statutes, the Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of FAMU who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services thereunder. Violation of this section by Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence shall have been known by the State to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, FAMU shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by FAMU under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to FAMU under such contract, at law or in equity.

**1.39 Site Rules and Regulations**

Proposer shall use its best efforts to ensure that its employees and agents, while on FAMU's premises, shall comply with the State's, Florida Board of Governors (BOG), and FAMU's Board of Trustees (BOT) site rules and regulations, if any.

Contractor will ensure that any employee present on any FAMU site, for any reason whatsoever, is not a registered sex offender or sexual predator. The contractor will not allow persons to enter University property if their backgrounds indicate they would be a threat to others. All employees of the contract must be identified by wearing a uniform and name tags.

#### **1.40 Travel Expense**

Proposer shall not under this RFP 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.

#### **1.41 Taxes**

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use, and excise taxes. The Proposer shall be responsible for paying any such taxes imposed on taxable activities/services under the contract, if any, resulting from this RFP.

#### **1.42 Contractual Precedence**

The agreement that results from this RFP and any attachments and/or addenda that are executed by the University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, FAMU Request for Proposal ("RFP"), including all the University's RFP specifications, and the Proposer's RFP response. In the event of any conflict or inconsistency between the aforementioned documents, the order of precedence is:

- A. The Agreement
- B. University's RFP and RFP specifications
- C. Proposer's RFP response
- D. Any other attached document signed by the University's official signatory at the time of Agreement is executed.

#### **1.43 Use of Contract by Other Government Agencies**

At the option of the vendor/contractor, the contract resulting from this solicitation may be extended to other Universities and governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

#### **1.44 Annual Appropriations**

FAMU's performance and obligation to pay under any contract resulting from this RFP will be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). FAMU shall give notice to Proposer of the non-availability of such funds when FAMU has knowledge thereof. Upon receipt of such notice by Proposer, Proposer shall be entitled to payment only for those services performed prior to the date notice is received.

#### **1.45 Price Preference for Florida Vendors**

For purchases of tangible personal property, the 2012 Florida Legislature enacted economic development laws establishing certain conditions and circumstances that, when applicable, require the granting of price preferences to businesses whose “principal place of business” is the State of Florida.

- A vendor’s principal place of business is determined as follows:
  1. If the vendor is an individual or a sole proprietorship, its “principal place of business” is in the state where the vendor’s primary residence is located.
  2. If the vendor is a business organization, its “principal place of business” is in the state where the majority of the vendor’s executive officers direct the management of the vendor’s business affairs.
- Personal Property: When the lowest responsible and responsive proposal is submitted by a proposer whose principle place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the purchase of commodities when awarding the bid or calculating the cost in a proposal, the University must apply a preference which is equal to the preference granted by the state or political subdivision in which the lowest responsible and responsive proposer has its principle place of business. If the lowest responsive and responsible proposer in that state does not grant a preference in competitive solicitation to companies having a principal place of business in that state, the preference granted to the lowest responsible and responsive proposer having a principal place of business in Florida shall be five (5) percent.
- Proposers whose principal place of business is outside the state of Florida must include, with their RFP response document, a written statement, signed by an attorney at law licensed to practice in the proposer’s state (referred to as their "principal place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

#### **1.46 Evaluation Criteria and Selection Process**

- A. FAMU reserves the right to conduct negotiations with the highest-ranked proposer(s). Discussions with proposers after receipt of a proposal do not constitute a rejection or counteroffer by FAMU.

In the event the Vice President of Finance and Administration, in consultation with the President, determines it to be in FAMU’s best interest to enter negotiations, the following shall apply:

1. Establish an evaluation committee tailored for the acquisition that includes appropriate expertise to ensure a comprehensive evaluation of proposals. The Committee will review all responsive proposals and develop a ranked order of proposers based on the points assigned to each evaluation criterion contained herein.

2. Develop the acquisition plan (strategy to award with or without negotiations) after review of proposals.
  3. Ensure consistency among the solicitation requirements, notices to proposers, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements.
  4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation.
  5. Consider the recommendations of the evaluation committee in determining which proposer(s) to enter into negotiations; and
  6. Select the negotiation team. This can be the evaluation team or any other individual(s) the Vice President of Finance and Administration deems necessary for the acquisition. The negotiation team will invite the highest-ranked proposer(s) falling within the desired competitive range to enter into negotiations.
- B. All proposals shall be initially evaluated based on the weighted criteria set forth in the table below by members of an evaluation committee. Each evaluation committee member shall function independently of all persons, including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this RFP and any aspect thereof, including, without limitation, the proposals and their content with any other individual whatsoever. After thoroughly reading and reviewing this RFP, each evaluation committee member shall conduct an independent evaluation of the proposals in accordance with the weighted evaluation criteria set forth in the following Table A:

**Table A – Evaluation of Responses**

<b>Criteria</b>	<b>Max Points</b>
Relevant experience and qualifications	30
Technical approach and understanding of scope	25
Ability to meet project schedule	15
Knowledge of regulatory requirements	15
Cost effectiveness	15
<b>Total Points</b>	<b>100</b>

The recommendation of the Evaluation Committee will be submitted to the Chief Procurement Officer, along with the final agreed-upon terms, for review and approval, and to the designated decision-maker for a final decision on the award. The University Official considers the Evaluation Committee's recommendation and final agreed-upon terms, as applicable, and determines which vendor(s) to enter into a Contract with.

If an award is made as a result of the RFP, an Intent to Award will be posted to the FAMU Office of Procurement Services website for seventy-two (72) hours once the decision maker makes the final decision.

FAMU is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or highest commission proposed. FAMU reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that FAMU, in its sole discretion, determines is in FAMU's best interest.

**1.47 Supervision**

All supervision required for the execution of the contractual responsibilities assumed by the contractor shall be performed by the contractor or his/her designated representative. Florida A & M University will manage this contract and reserve the right to overrule any decision made by the Contractor.

**1.48 Damages**

Contractor shall be responsible for the repair/replacement to the satisfaction of Florida A & M University's representative of any damage to the facility caused by any employee of the contractor.

**1.49 Contractor's Representative**

A representative of the Contractor shall be appointed within 24 hours of receipt of the contract, and this person shall be available as deemed necessary by the Contractor for reporting problems, requesting schedule changes, etc.

The proposer shall be allowed twenty-four (24) hours to correct any inspection deficiency or complaint for repair or services that do not interrupt the building operations or result in health and/or safety hazards to buildings and/or occupants.

**1.50 Submittal**

Please refer to the submittal instructions titled **Submission Instructions for Suppliers**, listed on our Bonfire website, to submit your RFP Response. Proposals not submitted on the forms included with these solicitation documents shall be rejected.

- a. Request for Proposal Acknowledgment form, completed and signed
- b. Three (3) references, including the name of the company, the contact person, and the phone number.
- c. Notice of Conflict of Interest
- d. Technical Qualifications
- e. Price Sheet
- f. Staffing Matrix
- g. Past contracts and proven performance
- h. Non-Collusion Affidavit
- i. State of No Involvement
- j. Certificate of Non-Segregated Facilities form (if applicable; see Section 2.31C)
- k. Acknowledgment of Amendments Issued by the University
- l. Florida Department of State Certificate of Status

**i. Submittal Requirements**

Proposals must include the following:

**A. Organizational Experience**

The Prime Consultant shall:

1. Have a minimum of five (5) years of continuous experience providing campus planning services.
2. Have successfully completed at least three (3) higher education campus master planning projects within the last ten (10) years.
3. Have completed at least one (1) public university campus master plan update within the last ten (10) years.
4. Demonstrate experience preparing or updating Campus Development Agreements and coordinating campus planning efforts with local governmental entities.
5. Demonstrate experience conducting campus planning projects involving multiple campuses, specialized research facilities, agricultural facilities, or similarly complex institutional environments.

**B. Florida Regulatory Experience**

The proposed team shall demonstrate direct experience with:

1. Florida Statute Section 1013.30, Educational Facilities and Campus Master Planning;
2. Florida Board of Governors Regulations, Chapter 21—Campus Master Plans;
3. Campus Development Agreements;
4. Public hearing requirements;
5. Intergovernmental coordination processes;
6. State University System facility planning requirements; and
7. Coordination with host community agencies and regulatory review organizations.

### **C. Professional Registration**

The Prime Consultant shall designate a Project Manager who holds one of the following active professional licenses or certifications:

1. Florida Registered Architect;
2. Florida Professional Engineer;
3. Florida Registered Landscape Architect; or
4. American Institute of Certified Planners (AICP) certification.

The Project Manager must possess a minimum of ten (10) years of relevant campus planning experience.

### **D. Multidisciplinary Team Requirements**

The consultant team shall include qualified professionals with expertise in the following disciplines:

1. Campus and Urban Planning;
2. Architecture;
3. Landscape Architecture;
4. Civil Engineering;
5. Transportation Planning;
6. Utility and Infrastructure Planning;
7. Environmental Planning;
8. GIS Mapping and Analysis;
9. Public Engagement and Facilitation; and
10. Higher Education Strategic Planning.

The University reserves the right to request resumes and professional credentials for all key personnel.

Each Proposer is responsible for ensuring that its proposal is delivered at the proper time, as stated in Section 1.6 Approximate Calendar of Events. The University shall not consider late proposals. PROPOSALS MUST BE RECEIVED VIA THE BONFIRE WEBSITE before 2:00 p.m. On the date specified in Section 1.6, Approximate Calendar of Events.

## ii. Submittal Response Format

The Proposer shall not alter the RFP in any way and shall not reproduce all or any part of the RFP in its proposal document. The contract, if any, resulting from this RFP shall incorporate the entire RFP by reference.

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section if the Proposer's proposal deviates from these instructions, such proposal may, in FAMU's sole discretion, be REJECTED.

### **Table of Contents**

Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

### **Response Content**

The University will take into account the capabilities of Contractors to serve the needs of the University community as described in the specifications, by considering the size, scope, and nature of the Contractor's overall operation and the Contractor's prior responsible experience in comparable situations. The University will interpret failure to provide written responses to items indicated in the RFP as the Contractor's inability to provide the requested service and may result in rejection of the response.

The Response to this RFP shall be submitted in the following order and include the requested information: (Insert your customized tabs, if different from the below.)

#### **Tab 1 Qualifications: Experience with a University**

- A. Provide an overview of the company's background philosophy in providing similar services (technical qualifications).
- B. Past contracts and proven performance with client accounts
- C. Proof of Certification

#### **Tab 2 Staffing Plan**

- A. Provide organizational charts recommended for this project.
- B. Provide resumes for key corporate and site employees, including the project manager.
- C. Staff management and contingency plan
- D. Subcontractors (if applicable)

#### **Tab 3 References**

- A. Provide a list of current University customers to include contact name, address, phone number, length of service, and dollar volume of each account. Additionally, please provide a minimum of three (3) current references from an educational institution of comparable size and type of operation to FAMU.

#### **Tab 4 Price Sheet**

#### **Tab 5 All Requested Documents**

## 2.0 Scope of Work

Florida Agricultural and Mechanical University (FAMU) invites qualified planning, design, and consulting firms to submit proposals to provide professional services for the update of the University's Campus Master Plan on the following campuses:

1. MAIN CAMPUS  
1601 S. MLK BLVD  
TALLAHASSEE, FL 32307-3105
2. INNOVATION PARK  
2525 POOTSDAMER ST  
TALLAHASSEE, FL 32310-6046
3. QUINCY FARM  
4259NBRIDGE HIGHWAY  
QUINCY, FL 32352-8152
4. FAMU VINEYARDS  
6505 MAHAN DRIVE  
TALLAHASSEE, FL 32308-9647
5. 10 FAMU LAW SCHOOL  
201 BEGGS AVE  
ORLANDO, FL 32801-1733
6. 11 CRESTVIEW PHARMACY  
153 WEST WOODRUFF AVENUE  
CRESTVIEW, FL 32536
7. 12 BROOKSVILLE RESEARCH STATION  
22271 CHINSEGUT HILL RD  
BROOKSVILLE, FL 34601-2893

The selected consultant/team will support the University in planning for future growth, evaluating development impacts, and ensuring compliance with applicable statutory and regulatory requirements.

The selected consultant shall provide services that include, but are not limited to, the following tasks:

### **Task 1 Conceptual Campus Master Plan**

Based upon additional facilities identified and furnished by the University, including estimated gross square footage, the consultant shall:

- A. Prepare up to one (1) Conceptual Campus Master Plan
- B. Develop plan documents in CAD format with color rendering
- C. Incorporate:
  - i. Building envelopes
  - ii. Pedestrian circulation systems
  - iii. Vehicular circulation systems
  - iv. Adjacent hardscape improvements

The initial deliverable shall focus on a short-term Conceptual Campus Master Plan that addresses immediate and near-term development priorities.

### **Deliverables Task 1**

- A. PDF of the conceptual campus master plan package
- B. Supporting CAD files (if requested)
- C. Color-rendered plan graphics for stakeholder use

### **Task 2 – Campus Development Agreement Due Diligence**

#### **Purpose and Requirements**

The development of the FAMU Master Plan Update is a requirement pursuant to Subsection 1013.30 (9) F.S and the Florida Board of Governors – Regulations - Chapter 21 – Campus Master Plans. The master plan is used to determine necessary facility requirements, building placement, and proposed campus expansion to support the proposed student enrollment.

**In accordance with Chapter 21, at a minimum, the University is required to update the following:**

- BOG 21.204 Future Land Use Element
- BOG 21.205 Transportation Element
- BOG 21.206 Housing Element
- BOG 21.207 General Infrastructure Element
- BOG 21.208 Conservation Element
- BOG 21.209 Recreation and Open Space Element
- BOG 21.210 Intergovernmental Coordination Element
- BOG 21.211 Capital Improvement Element

Additional Optional Elements the university may elect to update under BOG 21.212 – Optional Elements include the following (suggested list that may be expanded at the discretion of the university);

- A. Academic mission of the institution
- B. Academic program
- C. Athletics
- D. Utilities
- E. Public safety
- F. Architectural design
- G. Landscape architectural design
- H. Facilities maintenance

The planning process includes the following phases:

**Phase 1** Analysis

**Phase 2** Concept Plan

**Phase 3** Draft Master Plan (including a public hearing and BOT approval to transmit the plan to state and host community agencies for review and comment)

**Phase 4** Final Master Plan (including resolution of state and host community review comments, a second public hearing, and adoption by the BOT)

**Phase 5** Campus Development Agreement (including two public hearings prior to adoption of the agreement)

## **2.1 Planning Process**

The planning process typically includes visioning sessions with the university president, steering committee members, student and faculty stakeholders, student and faculty government representatives, alumni association, local host community agency staff, as well as others with a focus in academics, research, auxiliary services, student affairs, operation and maintenance, and others identified by the institution.

The consultant shall provide due diligence and technical support for the evaluation of proposed facilities in relation to the existing Campus Development Agreement (CDA) and applicable statutory requirements.

Services shall include:

- A. Assessment of proposed additional facilities for consistency with the currently adopted CDA
- B. Evaluation of compliance with Florida Statute – Educational Facilities 1013.30(9)
- C. Analysis of statutory requirements for amendments to the Campus Master Plan
- D. Development of summary data necessary to assess statutory threshold requirements
- E. Evaluation of vested entitlements

F. Coordination with Host Community agencies, including the City of Tallahassee

**Deliverables – Task 2**

- A. Summary matrix documenting:
- B. Amendment threshold calculations
- C. Vested entitlements
- D. Supporting documentation suitable for regulatory review
- E. As part of this update, ten of the eighteen master plan elements will be included, and data will be collected.

**Elements Included in Update**

- 4 – Future Land Use
- 5 – Academic Facilities
- 6 – Support Facilities
- 7 – Housing
- 8 – Recreation & OS
- 9 – Infrastructure
- 11 – Transportation
- 12 – Intergovernmental Coordination
- 13 – Conservation
- 14 – Capital Improvements

At the request of the University President and the Leadership Team, all eighteen master plan elements may be incorporated into the project scope for comprehensive evaluation and implementation.

### **Task 3 – Campus Master Plan Update (2025–2035)**

The consultant shall prepare a comprehensive update to the University’s Campus Master Plan. Services shall include:

- A. Development of a new **2025–2035 Campus Master Plan**
- B. Preparation of an updated **Campus Development Agreement (CDA)** for submission to the City of Tallahassee
- C. Incorporation of updated data, projections, facilities planning, and infrastructure considerations

#### **The planning process includes the following phases:**

- Phase I – Evaluation and Appraisal Report
  - Phase II – Inventory and Analysis Report
  - Phase III – Conceptual Master Plan
  - Phase IV – Preliminary Master Plan
  - Phase V – Draft Final Master Plan
  - Phase VI – Final Master Plan
  - Phase VII – Adoption of the Campus Development Agreement
- D. Coordination with University stakeholders, governing bodies, and regulatory agencies
  - E. Management and facilitation of all required meetings, workshops, and public hearings

All work shall comply with applicable federal, state, and local regulations, including Florida Statutes governing educational facilities and campus master planning.

#### **Deliverables – Task 3**

- A. Final **2025–2035 Campus Master Plan** (digital and print-ready formats)
- B. Updated **Campus Development Agreement**
- C. Documentation of all required meetings, hearings, and approvals in accordance with applicable statutes

**APPENDIX I  
REFERENCE SHEET**

**COMPANY** \_\_\_\_\_

I \_\_\_\_\_ being of \_\_\_\_\_

**(Name and Title)**

**(Name of Company)**

to authorize the University to check our company's previous performance.

Authorizing Signature: \_\_\_\_\_

<b>REFERENCE</b>
Company Name:
COMPANY ADDRESS:
CONTACT PERSON:
PHONE NUMBER:
FAX NUMBER:
Email Address:

**If specially created to respond to this RFP, please include affiliate references**

**APPENDIX II**

**NOTICE OF CONFLICT OF INTEREST**

Company or Entity Name \_\_\_\_\_

For the purpose of participating in the Request for Proposal 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:

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge. Signed on this \_\_\_\_\_, day of \_\_\_\_\_, 202\_\_\_\_

Signature

\_\_\_\_\_  
Print Name and Title

**APPENDIX III**

**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 Request for Proposal; or,
- 2) Performing a feasibility study concerning the Scope of Work contained in this Request for Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**APPENDIX IV**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that I \_\_\_\_\_ of \_\_\_\_\_,  
(Name) (Title) (Name of Firm)

I 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, nor 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 miss-statement 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
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SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature of Notary

STATE OF \_\_\_\_\_

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

APPENDIX V

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, \_\_\_\_\_(Company)  
Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of the Equal Opportunity clause required by Executive Order 11246, amended.

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

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

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of non-segregated facilities as required by the May 9, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted under the provisions either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

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

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX VI**

**AMENDMENTS ISSUED BY THE UNIVERSITY**

Failure to acknowledge receipt and compliance with the amendments issued by the University will result in disqualification.

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_                       
YOUR INITIALS

\_\_\_\_\_  
COMPANY'S NAME

\_\_\_\_\_  
TYPE THE NAME OF THE AUTHORIZED REPRESENTATIVE  
TO BIND THE COMPANY INTO A CONTRACT/PURCHASE  
ORDER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
FEID NO./SOC. SEC. NO. (ENTER APPLICABLE NUMBER)

\_\_\_\_\_  
Phone number                      Fax number

\_\_\_\_\_  
Email address

**APPENDIX VII**

**Florida Department of State  
Certificate of Status**

Attached to this form is the current Certificate of Status from the Florida Department of State,  
Division of Corporations, for \_\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[ATTACH CERTIFICATE OF STATUS WITH THIS FORM]