

Submit Proposals to:

FLORIDA A&M UNIVERSITY

Office of Procurement Service

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

Tallahassee, Florida 32307-3200

Telephone Number: (850) 599-3203



REQUEST FOR PROPOSALS

Acknowledgement Form

Page 1 of 40 Pages	PROPOSALS WILL BE OPENED: April 30, 2026 @ 2:00 PM	PROPOSAL NO. 0005-2026
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MAILING/POSTING DATE: 3/20/2026	PROPOSAL TITLE: Florida A&M University (FAMU) Lawn Care Services
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR LEGAL NAME	REASON FOR NO PROPOSAL _____
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VENDOR MAILING ADDRESS	POSTING OF PROPOSAL TABULATIONS AND NOTICES 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 http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting and Bonfire website at https://famubonfirehub.com/portal/?tab=openOpportunities 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.
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CITY-STATE-ZIP

AREA CODE:	TELEPHONE NUMBER:
	TOLL-FREE NUMBER:

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 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 tender's final payment to the proposer.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) & TITLE

DATE SIGNED

GENERAL CONDITIONS

PROPOSALS: All proposal sheets and this acknowledgement 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 that do not comply with these conditions are subject to rejection.

- EXECUTION OF PROPOSAL: All responses must contain this Acknowledgement form with an original manual signature of 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 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 assure that its proposal is delivered via Bonfire portal at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the proposal receipt and other generic administrative information may be announced and recorded on the proposal opening date. The contents of the proposals will be kept confidential for 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 face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.
- DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.
- 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 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.
 - 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.
 - 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.
 - Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All 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; and 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 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 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, 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 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.

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 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 specifications as stated herein or fails to meet the University's standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. 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 times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

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, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to ensure the safety and wellbeing 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.**

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

REQUEST FOR PROPOSAL

Florida A&M University Board of Trustees (FAMU)

Florida A&M University (FAMU) Lawn Care Services

RFP No. 0005-2026

Refer ALL Inquiries to:

Office of Procurement Services
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

Bonfire Website:

<https://fam.bonfirehub.com/portal/?tab=openOpporrtunities>

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1.0 SPECIAL CONDITIONS

1.1 Statement of Objective

The objective of this Request for Proposal (RFP) is to enable the Florida A&M University (FAMU) to enter into an agreement with multiple vendors to provide lawn care services at FAMU. **This project is to be awarded to multiple vendors. THE AMOUNTS TO BE AWARDED UNDER THIS RFP WILL BE “NOT-TO-EXCEED” AMOUNTS. HOWEVER, THERE IS NO GUARANTEE OF A CERTAIN DOLLAR VALUE OF WORK TO BE AWARDED.**

The successful Proposer(s) will provide the services consistent with all local, state and federal rules and regulations applicable to the business they are in and must adhere to professional standards and use due care in performing all services required under this agreement in a manner consistent with generally accepted procedures.

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. **This project is to be awarded to multiple vendors.**
- 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 or 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 is 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 doctorate 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, 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 life-long 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://famu.bonfirehub.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 1.5, "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.

Meachalonte Gardner, Office of Procurement Services
2380 Althea Gibson, Suite 214
Tallahassee, FL 32307
Procurement.officer@famu.edu
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://famu.bonfirehub.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 Standard Time (EST).

Date/Time	Action
03/20/2026	Request for Proposal Advertised / Released
04/02/2026	Pre-Bid Meeting and Mandatory Site Visit: (Include Plant Operations and Maintenance 2380 Althea Gibson Way Suite 214, Tallahassee, FL. 32307 at 10 am.)
04/06/2026	Deadline for submitting questions and/or inquiries or requests for changes by 2:00 PM in writing only; preferably by email to procurement.officer@famu.edu
04/10/2026	Responses to inquiries and Addenda, if any, Posted on Bonfire Website: https://famu.bonfirehub.com/portal/?tab=openOpportunities
04/30/2026	Deadline for Proposal submission at 2:00PM NOTE: All RFP Responses must be submitted via the Bonfire website: https://famu.bonfirehub.com/portal/?tab=openOpportunities RFP Opening: https://famu.zoom.us/j/95529494868 FAMU Office of Procurement Services, 2380 Althea Gibson Way, Suite 214, Tallahassee, Florida 32307
05/11/2026	Posting of the Intent to Award (or other Notice(s) as Appropriate)
05/14/2026	End of 72-hour Protest Period
	DATES SHOWN ARE ESTIMATES AND ARE SUBJECT TO CHANGE

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 which remain unclear or which restrict competition, the Proposer may request, in writing, that FAMU clarify or change condition(s) or requirement(s) 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 also must provide detailed justification for a change and must 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 1.5., 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 be silent on concerned conditions and requirements before submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract**

resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to 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 1.4.

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 1.4 as set forth in the Approximate Calendar of Events. Inquiries must be intelligible and concise and must clearly identify the Proposer who is submitting the inquiry.

1.7 Proposers' Conference and Site Visit

Mandatory Site Visit and Surveys: As set forth in Section 1.5 Approximate Calendar of Events. All interested proposers must attend, if 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 1.5., "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 PM**, 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 PM, 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 to <https://famubonfirehub.com/portal/?tab=openOpportunities>. The proposal must be submitted in a PDF format.

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 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 1.4 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 **2:00PM, 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

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 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

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 1.4.

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, 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 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 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 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 1.32 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 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 1.32 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

D. 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 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.

1.23 Term of Contract

Each contract resulting from this RFP, if any, will be for a five (5) year period with an effective date not later than July 1, 2026, or upon execution, whichever is earlier; having the option to renew for up to one (1) additional term 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 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 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 Governing Law and Venue

This RFP and resulting contract, if any, and any disputes there under 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.

1.31 Liaison

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

1.32 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 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 to fully notify any subcontractor(s) of their responsibilities under any subcontract and applicable law. All payments to subcontractors shall be the sole responsibility of the Proposer.

1.33 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.

1.34 Equal Opportunity Statement

The State of Florida and FAMU subscribe to equal opportunity practices, which conform to both the spirit and the 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.
- E. If the Proposer anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, 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 its company's government classification at time of proposal submittal. Proposer's identity will not foster special consideration during this RFP process; this is only for informational purposes for reporting.

1.35 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.

1.36 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.

1.37 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 there under. 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.

1.38 Site Rules and Regulations

Proposer shall use its best efforts to assure 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 assure that any employee to be 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 contract must be identified by wearing uniform and name tags.

1.39 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.

1.40 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 to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this RFP.

1.41 Contractual Precedence

The agreement that results from this RFP and any attachments and/or addenda that are executed by 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.

1.42 Use of Contract by Other Government Agencies

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other Universities, 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 independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for good or services ordered, received, and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

1.43 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.

1.44 Price Preference for Florida Vendors

For purchases of tangible personal property, the 2012 Florida Legislature enacted economic development laws establishing certain conditions and circumstances which, 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.

1.45 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 Chief Procurement Officer and 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 given each evaluation criteria 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 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

Criteria	Max Points
Qualifications; Experience with a University	25
Staffing Plan	15
Equipment List	5
References	5
Total Cost	50
Evaluation of Responses Points Total	100

The Evaluation Committee’s recommendation will be submitted to the Chief Procurement Officer, along with the final agreed upon terms, for review and approval. Once approved, it will then be forwarded to the designated decision maker for a final decision regarding 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.

1.46 Supervision

All supervision as required for the execution of those contractual responsibilities assumed by the contractor shall be done 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.

1.47 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 contract.

1.48 Contractor's Representative

A representative of the Contractor shall be appointed within 24 hours after receipt of contract, and this person shall be available as deemed necessary by the Contractor for purposes of 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 does not interrupt the building operations or results in health and/or safety hazards to buildings and/or occupant.

1.49 Submittal

Please refer to the submittal instructions titled **Submission Instructions for Suppliers**, listed on our Bonfire website, to submit your RFP Response. RFP Response submittals shall be formatted as outlined in Section 3.0 Required Proposal Format. Proposals not submitted on the forms included with these solicitation documents shall be rejected.

- a. Request for Proposal Acknowledgement form, completed and signed
- b. Three (3) references within the past three (3) years; including name of company, contact person and phone number.
- c. Notice of Conflict of Interest
- d. Price Sheet
- e. Non-Collusion Affidavit
- f. State of No Involvement
- g. Certificate of Non-Segregated Facilities form (if applicable; see Section 2.31C)
- h. Acknowledgment of Amendments Issued by the University
- i. Florida Department of State Certificate of Status

Each Proposer is responsible for ensuring that its proposal is delivered at the proper time, as stated in Section 1.5 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 1.5 Approximate Calendar of Events.

2.0 SCOPE OF WORK

The Florida A&M University seeks to engage multiple companies to provide the following lawn care services within the boundaries of each facility. The scope of services will comprise of, but not be limited to, the following:

- Mowing, edging, fertilizing, watering and cleanup of lawns and courtyards
- Pruning, fertilizing, watering and cleanup of shrubs, trees and other plantings
- Preventative maintenance and spray program
- Open field mowing
- Irrigation system maintenance
- Retention Basin Maintenance
- Debris removal

2.1 Mowing Service

Lawns shall be mowed at the appropriate height (suggested to be (3) three to (4) four inches above root) to keep a neat appearance. Considering topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.

Excessive clippings are to be collected and removed from the job site at the end of each mowing. Clippings and debris on non-lawn areas are to be cleared at the end of each mowing. The use of bagging attachments is recommended, but not required.

2.2 Trimming and Edging Service

Permanent fixtures in the lawn areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

Edging and trimming along walks, bed edges and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged every mowing to maintain definition of edges.

Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.

Edging that cannot be addressed during regular visits, due to vehicle obstructions, should be discussed with the Director of Campus Services to achieve a solution.

Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production.

Groundcover shall be kept trimmed within curbs and along walkways. Groundcover shall not be allowed to grow into or through shrubs or other plantings. Tree branches must be thinned and elevated as needed. This applies to tree branches/limbs and palm fronds within (15) fifteen feet or less of the ground.

Deep but selective pruning and hard cutbacks will be performed on plant material during winter months (if applicable to the climate) for corrective and restorative purposes. The Director of Campus Services shall be informed before any drastic cutbacks are performed.

Edging that cannot be addressed during regular visits, due to vehicle obstructions, should be discussed with the Director of Campus Services to achieve a solution.

All paved surfaces will be maintained free of unnatural foreign material at all times. Natural debris will be removed. Ground cover plant material that infringes on paved surfaces will be trimmed (edged) in conjunction with landscape maintenance.

2.3 Debris Removal Service

During routine maintenance visits, the Contractor is responsible for removing trash and debris from the property including sidewalks, parking lots and access roads.

Sidewalks, gutters, roadways and other surfaces surrounding the facilities shall be free of leaves and other debris.

In the event of natural disasters Contractor will provide emergency assistance and ensure all debris removed is properly documented in accordance with FEMA standards.

2.4 Weed/Fertilizer Applications Service

Well-balanced fertilizer shall be applied three times per year to maintain a healthy green color and will be based on an agreed upon fertilizing program. All lawn areas shall be treated with broadleaf weed control, or other applicable pesticide, as agreed upon in the weed/lawn control maintenance program. The Contractor is to provide pricing and other options for GREEN Technology. Apply pre-emergent weed control in spring and fall.

Fertilizer preference shall be 6-6-6 100 percent organic and/or 16-4-8 analyses with eight percent slow release nitrogen and two-three percent iron. Application rate will be six pounds per 1,000 square feet. Follow industry standards for application type and frequency based on geographic location. Iron shall be a solution of two ounces ferrous sulfate in three-five gallons water per 1,000 square feet.

The Contractor will provide fertilizer and chemicals manufactured by a firm with a minimum of five years successful experience in manufacturing the type of products used.

All application of pest control or herbicide products must be performed by, or under the direct supervision of, a licensed applicator. After each application, signage must be posted in accordance with applicable laws or ordinances.

The Contractor warrants that all applications of fertilizer or chemicals will accomplish the intended results and that any damage to any existing landscaping caused by application, will be replaced with new landscaping equal to the original, at no cost to the University.

2.5 Weed, Pest, and Disease Control

The Integrated Disease Management (IDM) Program shall be utilized in conjunction with the IPM. The Contractor must develop and follow a pest control program, applying the concepts of

IDM for all exterior trees, plants, shrubs and lawns. This program must be preventative as well as remedial. Upon Contract execution, the Contractor will provide a written preventative spray program for all lawn weed, shrubbery, tree and bed maintenance to be reviewed and approved by the University.

For any applications of fertilizer and/or pesticides and herbicides, the Contractor or subcontractor must have and maintain a pest control or herbicide applicator license. Once product submittals have been submitted and approved by the Director of Campus Services and the Contractor commences work, the Contractor must not change the approved products at any time during the term of this Contract without prior written approval from the Director of Campus Services.

Weed control is to be by whatever method necessary, including manual extraction. The Integrated Pest Management (IPM) Program shall be utilized to minimize the use of pesticides. The Contractor must develop and follow a pest control program, applying the concepts of IPM to minimize the use of pesticides. Proper culture, pest monitoring, sanitation and timing are all part of the IPM program. Pest control shall be accomplished primarily by granular application except for spot spraying of insecticide.

Plant material shall be inspected (and treated if needed) at each service to detect potential infestations of insects and/or disease. A preventative spray program is to be implemented by the Contractor to provide protection against potential infestations. Legally approved chemicals are to be used to treat the problem. Due care will be taken at all times when applying pesticides and must be performed by or under the direct supervision of a licensed applicator. Upon award, the Contractor will provide a preventative spray program in writing for all lawn, weed, shrub, tree, and bed maintenance to be reviewed and approved by the University within 30 days of Contract execution.

2.6 Mulching Application

Mulch must be Red Mulch, Cypress Mulch, Rubber Mulch or Pine Straw as determined by the site location and Director of Campus Services.

Mulch in planting beds must be maintained at a minimum depth of three inches during all seasons of the year.

Shrub beds and tree wells are to be mulched a minimum of twice a year. The Contractor shall avoid excessive application of mulch around and on top of plants and shrubs.

2.7 Irrigation Service

The Contractor shall not be responsible for proven and documented acts of vandalism or proven and documented acts of God.

The Contractor shall satisfy and maintain all State and local irrigation contractor licensing requirements during the term of the Contract.

The Contractor shall provide expertise and all labor to water all areas as required. The Contractor shall inspect, test, and insure proper time clock operations. This includes monitoring the irrigation sprinkler system to ensure that watering times are properly set to maintain first class conditions, using the least amount of water necessary throughout the year. The system will be surveyed,

and adjustments made to the system and time clocks as needed to maintain efficient and effective operation. The Contractor is to provide a written monthly log with recorded meter readings at the end of each month.

Irrigation system will be maintained by the Contractor through head to head checks, balancing and adjustment. Maintenance must include synchronization of controllers, water quality control equipment, sprinkler heads and individual station adjustments on controllers. The Contractor may not combine zone controllers or use doublers in repairs to the system.

Ground level heads and valve boxes should remain flush with finished grade. Adjust for settlement and other grade changes as necessary. The Contractor will replace, at the Contractor's expense, any valve boxes damaged or destroyed while performing routine service.

Tops of spray nozzles on shrub risers should remain at four inches above the tops of adjacent plant material when fully extended.

Spray pattern of each sprinkler head to be maintained for proper water distribution and to minimize overflow of water onto sidewalks, driveways, roads and facilities.

The Contractor must maintain seals to prevent weeping of water from system while operating.

The sprinkler system shall be checked immediately after each mowing for any damages, which shall be repaired by the Contractor at the Contractor's expense. Repairs should be made with parts that are the same or equal to original parts.

The system shall be fully evaluated at the time the Contractor begins work on the property. This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to the Director of Campus Services. The cost of this initial evaluation shall be the responsibility of the Contractor. Any necessary repairs shall be at the University's expense, if approved.

The Contractor shall immediately repair all leaks at the Contractor's expense. The Contractor shall provide a damage report of all findings to the Director of Campus Services after each mowing service.

2.8 Flower Maintenance Service

Maintain a soil PH between 6.0 and 7.0 by the application of lime or sulfur. Soil samples are to be taken at the start of the Contract and annually thereafter. If the soil PH is not between 6.0 and 7.0 in the first sample, the contractor will provide the agency a price to bring the soil up to the required PH. The University reserves the right to purchase this service from a third party.

Occasionally a tree may need to be staked/re-staked to correct a leaning problem. Tree ties shall be monitored closely and loosened, as necessary, to prevent girdling. Stakes shall be removed as soon as roots are established sufficiently to anchor plants.

Trees, shrubs, grasses and other plants shall show no sign of excess dryness or excessive watering.

The Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are over 12 feet in height, appropriate recommendations for treatment shall be submitted to the Director of Campus Services. If plants affected are less than 12 feet in height, spot treatments are the responsibility of the Contractor.

Color displays shall provide fullness and impact and shall look fresh at all times. Plant selected must be compatible with the climate for which they are installed. Overall design must be in harmony and scale with the existing landscape and planting area.

All new plants shall be installed at the appropriate depth and on-center spacing. New planting shall be watered in. All nursery tags shall be removed from planting material.

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings. The Contractor shall make provisions to provide watering services up to two times per week for nonirrigated areas such as containers. The Contractor is responsible for ensuring that all local codes, ordinances and other applicable regulations are followed.

2.9 Service Times

All services, unless otherwise coordinated and approved by the Director of Campus Services and/or designee, shall be provided by the Contractor between the hours of 7:00 a.m. and 7:00 p.m. local time, Monday through Friday, excluding State holidays. All grounds to be cleaned of accumulated trash and debris prior to any other services being provided. This should be accomplished each time services are scheduled and performed.

Weekly

Clean parking areas, walkways and drive lanes of all debris generated from each service. All grassy areas will be mowed a minimum of once weekly during the period of April through November. Edging of all driveways, sidewalks, street curbs and flower beds during the period of April through November. All edging shall be done by mechanical means.

Bi-Weekly (every two weeks / twice per month)

All grassy areas will be mowed a minimum of once bi-weekly during the period of December through March. Edging of all driveways, sidewalks, street curbs and flower beds during the period of December through March. All edging shall be done by mechanical means. Clean parking areas, walkways and drive lanes of all debris generated from each service.

Monthly

All bushes, hedges, flowerbeds and ornamental vines will be trimmed and/or shaped at least monthly. Certain areas may require trimming more often for aesthetic reasons. Additional trimming will be at the discretion of the Director Campus Services. Clean parking areas, walkways and drive lanes of all debris generated from each service. Open fields and/or other areas designated as part of the site are to be mowed on a monthly basis. Areas of this nature will be identified during the required site visit.

Semi-Annual

New mulch will be put down in the months of March and September. (Three inch depth to be maintained throughout the year). All grass, trees, plants and shrubs are to be fertilized according to industry standards applicable to geographic locations, plant material and grass type. Minimum

application will take place no less than twice a year. Clean parking areas, walkways and drive lanes of all debris generated from each service.

Annual

Lawns are to receive an application of iron annually or as needed, which will be determined by the soil samples. Application shall be done in such a manner as to avoid iron deposits on sidewalks.

2.10 Retention Basin Standard

The Contractor will maintain retention basins per requirements of the University. Where applicable, the Contractor should include the cost of maintaining any retention basin areas in the basic services annual rate. Frequency shall be determined by the Director of Campus Services and shall, at a minimum, meet local code enforcement guidelines and /or ordinances.

2.11 Facility Boundaries Standard

Where applicable, the Contractor shall include details on trimming along facility boundaries such as fences, walls, etc. This shall be accomplished based upon local code enforcement guidelines and/or ordinances and uniformity of appearance. Where applicable, the Contractor should include the cost of trimming any fenced or wall areas in the basic services annual rate. Frequency shall be determined by the Director of Campus Services and shall, at a minimum, meet local code enforcement guidelines and /or Ordinances.

2.12 Subcontractors

The Contractor shall use only those subcontractors as contained in the subcontracting form of the Contractor's response to the solicitation. Should the Contractor need to subcontract any services to the subcontractor not identified in the Contractor's Response to the solicitation, the Contractor shall submit a written request to the University Representative and shall obtain prior approval.

2.13 Additions/Deletions

During the term of the Contract, the University shall have the right to add and/or delete facilities covered by this Contract as it deems appropriate with advance written notice to the Contractor. Deletions shall result in a price reduction equal to the amount set forth in the Contract pricing. The addition and/or deletion of other facilities shall be upon written mutual agreement of both Parties through a Contract amendment.

3.0 REQUIRED PROPOSAL FORMAT

3.1 Introduction

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 attach the entire RFP and incorporate the 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 Proposer's proposal deviates from these instructions, such proposal may, in FAMU's sole discretion, be REJECTED.

3.2 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.

3.3 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. Failure to provide written responses to items indicated in the RFP will be interpreted by the University as an inability by the Contractor to provide the requested service and may result in the rejection of the response.

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

Tab 1 Qualifications; Experience with a University

- A. Provide an overview of company's background philosophy in providing similar services.
- B. Landscaping Experience: Provide company's resume of qualifications and experience. (i.e., business plan, organization structure, years in business, references, etc.)
- C. Irrigation Experience: Provide company's resume of qualifications and experience. (i.e., business plan, organization structure, years in business, references, etc.)
- D. Weed/Overgrowth Vegetation Prevention Plan: Provide company's comprehensive plan, in detail, of the specific approach of preventing weed/overgrowth of vegetation
- E. Operations Plan and Policies: Explain quality control procedures.

Tab 2 Staffing Plan

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

Tab 3 Equipment List

- A. Provide a list of equipment to include your policy of replacement repairs

Tab 4 References

- A. Provide 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 within the past three (3) years from an educational institution of comparable size and type of operation to FAMU.

Tab 5 Total Cost

Tab 6 All Requested Documents

Florida A&M University Price Sheet

Lawncare Price Sheet

Mowing Labor	\$ _____ pp/hour
Edging Labor	\$ _____ pp/hour
Weed-eating Labor	\$ _____ pp/hour
Flower bed maintenance Labor	\$ _____ pp/hour
Blowing Labor	\$ _____ pp/hour
Holding Pond maintenance	\$ _____ per pond/month
Acreage Fertilization	\$ _____ per acre/month/quarterly/annually

Irrigation Repair Price Sheet

Service Call & Labor

Service	Description	Unit	Price
Diagnostic / Service Call	On-site inspection and system evaluation	Per visit	\$ _____
Labor	Standard repair labor	Per hour	\$ _____
Emergency / After-Hours Fee	Nights, weekends, holidays	Per visit	\$ _____

Common Repairs

Item	Description	Unit	Price
Replace Spray Head	Standard spray head replacement	Per unit	\$ _____
Replace Rotor Head	Gear-driven rotor replacement	Per unit	\$ _____
Nozzle Replacement	Spray or rotor nozzle	Per unit	\$ _____
Riser Replacement	Swing joint or cut-off riser	Per unit	\$ _____

Lateral Line Repair	Minor pipe repair	Per break	\$ _____
Main Line Repair	Pressurized main line repair	Per break	\$ _____
Valve Repair	Diaphragm/solenoid repair	Per valve	\$ _____
Valve Replacement	Complete valve replacement	Per valve	\$ _____
Solenoid Replacement	Electrical solenoid only	Per unit	\$ _____
Backflow Repair	Minor backflow component repair	Per unit	\$ _____

Electrical & Controls

Item	Description	Unit	Price
Controller Programming	Set or adjust watering schedule	Per controller	\$ _____
Controller Replacement	Residential or commercial controller	Per controller	\$ _____
Wire Repair	Locate and repair cut wire	Per repair	\$ _____
Sensor Replacement	Rain or freeze sensor	Per unit	\$ _____

Seasonal Services

Service	Description	Unit	Price
System Start-Up	Spring activation and inspection	Per system	\$ _____
System Winterization	Blow-out and shut-down	Per system	\$ _____
Full System Inspection	Zone-by-zone inspection and report	Per system	\$ _____

Debris Removal Price Sheet

Emergency Response & Labor

Service	Description	Unit	Price
Emergency Dispatch Fee	Immediate mobilization and response	Per event	\$ _____
Labor – Standard Crew	Debris removal labor	Per hour	\$ _____
Labor – Heavy Equipment Operator	Skid steer, loader, or similar	Per hour	\$ _____
After-Hours / Storm Premium	Nights, weekends, severe weather	Per hour	\$ _____

Debris Removal Services

Service	Description	Unit	Price
Tree & Limb Removal	Downed trees and large limbs	Per unit	\$ _____
Brush & Vegetation Removal	Loose brush and organic debris	Per load	\$ _____
Construction Debris Removal	Mixed non-hazardous debris	Per load	\$ _____
Storm Debris Clearing	Roadways, walkways, and access points	Per area	\$ _____
Athletic Field Clearing	Fields, courts, and surrounding areas	Per field	\$ _____

Hauling & Disposal

Service	Description	Unit	Price
Dump / Disposal Fee	Landfill or green waste facility	Per load	\$ _____
Hauling Fee	Transport of debris off-site	Per load	\$ _____
Recycling / Green Waste Processing	Mulching or recycling where applicable	Per load	\$ _____

Equipment Usage

Equipment	Description	Unit	Price
Skid Steer / Loader	Includes fuel and standard attachments	Per hour	\$ _____
Dump Truck	Single or tandem axle	Per hour	\$ _____
Chainsaws & Hand Tools	Professional-grade equipment	Per event	\$ _____

**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: _____

REFERENCE
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, _____, 2026____

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)

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

- 1) The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential Provider, bidder, or potential bidder.
- 2) Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, bidder, or potential bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher that the prices) in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
- 4) The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
- 5) _____, its affiliates, subsidiaries, officers, director, and employees
(NAME OF FIRM)

are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations, are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any 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 _____, 2026.

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 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 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from 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**