



ITN 21-001

**Public-Private Partnership (P3) to
Construct and Operate a Research Facility**

ADDENDUM #2

Subject: INQUIRY RESPONSES

Issue Date: Wednesday, January 7, 2021

Procurement Department
W: 863-874-8428 | F: 863-874-8716
4700 Research Way
Lakeland, FL 33805-8531
bids@floridapoly.edu

ALL RESPONDENTS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND SUBMITTING THIS EXECUTED DOCUMENT WITH YOUR RESPONSE. FAILURE TO EXECUTE AND RETURN THIS ADDENDUM FORM MAY DISQUALIFY YOUR FIRM'S RESPONSE.

This Addendum shall become part of your firm's response and the subsequent documents if applicable.

The following items are issued to, add to, delete from, to modify and clarify the ITN and all associated documents. These items shall have full force and effect as the ITN and all associated documents. Responses to be submitted on the specified response due date shall conform to the additions and revisions listed.

Vendor Name: _____

Address: _____

Phone Number: _____

Email: _____

Signature: _____

**ITN 21-001 - P3 to Construct and Operate a Research Facility
Addendum No. 2**

1. Questions and Answers submitted to Florida Poly by potential bidders:

QUESTIONS	ANSWERS
(1) The Statement of Objective noted a desire to further develop campus by adding spaces for University staff, potentially including the FIPR and the AMI. Has the University identified future programmatic needs and space requirements for these functions that can be incorporated into development proposals?	Programs of spaces will be further identified during negotiations. Our desire is to have the successful vendor to set aside a certain amount of space (office space is the priority) that would be dedicated for the university's use. Based on the space to be set aside, we would determine what use(s) best fit the space.
(2) The ITN mentions collaboration on potential degree program expansion that benefits the University's mission. What specific expectations does the University have for its development partner in this area?	Potential degree program collaboration would be in the STEM field. The program would support the company's need and be in an area of study for which there is strong demand in the workforce.
(3) As the University desires "shared space or other relationships in which space is provided to the University," are there specific types of space or amenities that the University wants to create with this development?	Open to recommendations by potential respondent.
(4) Overall, related to IFF's ability to terminate their relationship with whatever developer they partnered with on the ITN, should the respondent not be able to come to terms with that developer after the ITN is submitted.	Should any awarded respondent need to change any Team members, regardless of the nature of the relationship or the reason for the change, the University will need to approve of the change.
(5) Overall, will Florida Poly give a recognition agreement to a tenant of the building to assure that financing of construction can be obtained?	If necessary and terms are agreeable, yes.
(6) Overall, will all roof rights will be owned or controlled by the Respondent?	To be determined during negotiations
(7) Overall, which governmental authorities have jurisdiction over approval of the construction plans and specifications, and which will issue a certificate of occupancy?	Florida Polytechnic is the authority having jurisdiction with a Building Code Official and Fire Safety Inspector on campus. All other entities such as SWFWMD and DEP may require submissions as per the scope of the project.
(8) On Page 6, Section 1.1, where the ITN reads "... any lease term in excess of thirty (30) years will require an analysis to demonstrate the benefits...", will Florida Poly confirm	Yes, the term will commence with a certificate of occupancy, as construction time is expressly excluded.

**ITN 21-001 - P3 to Construct and Operate a Research Facility
Addendum No. 2**

	that the 30-year ground lease term and rent will commence only upon occupancy of the building?	
(9)	On Page 8, Section 8, where the ITN reads “The University will need to review the capacity restraints depending on the proposed Facility, but, depending upon capacity, it to allow the Facility to connect to its central utility plant, assuming a connection fee is paid based on the total cost of the system and the expansion “, what utilities are provided to property boundaries and at what cost?	Please refer to the Master Plan as a reference to utility type and locations. All connection of utilities will be the respondent’s responsibility
(10)	On Page 10, Section 1.4.5 where the ITN reads “Initial signage costs will be borne by the awarded Respondent(s) and will conform to the University’s existing signage design requirements”, are all signage rights to the building owned by the Respondent?	To be determined during contract negotiation with awarded respondent
(11)	On Page 10, Section 1.4.9c where the ITN reads “The private party will be responsible for paying annual rent and additional rent in amounts to be negotiated with the University”, what is Florida Poly’s desired rate of return for the ground lease and what specifically are these additional rents?	To be determined during contract negotiation with awarded respondent
(12)	On Page 11, Section 1.4.9e where the ITN reads “Respondent should outline its parking needs for the Facility. If no additional parking is constructed, the existing parking spaces on campus will not be exclusively for the use of any occupants”, can the Respondent have parking on the plot?	Subject to negotiation and in accordance with University’s Master Plan. Any expense would be borne by the awarded respondent, including maintenance.
(13)	On Page 11, Section 2.1, where the ITN reads “... the University will review all responses to establish a short-list of qualified Respondents to participate in Phase Two of this ITN process and further develop the framework and structure for the	(a) Approximate time, subject to change: Phase 1 - one month from date of submission to selection of shortlisted respondents; Phase 2 – two/three months from beginning of Phase 2 to finalized contract negotiations with selected respondent(s).

**ITN 21-001 - P3 to Construct and Operate a Research Facility
Addendum No. 2**

<p>project agreement including a ground lease agreement with the University”: a) What are the timelines/duration for Phase 1 and Phase 2? b) Do both Phases 1 and 2 both conclude prior to the Board of Governors approval?</p>	<p>(b) Contract with selected respondent(s) will be finalized and approved by the Florida Polytechnic University Board of Trustees prior to presentation of same to the Board of Governor’s for their approval.</p>
<p>(14) On Page 11, Section 2.1, where the ITN highlights two plots, will multiple proposals be accepted for multiple plots?</p>	<p>Open to recommendations by potential respondent.</p>
<p>(15) On Page 14, Section 2.4.c, where the ITN requests contact information, in the scenario of a developer subtenant/sub-subtenant partnership, is this applicable to the developer or the sub-subtenant?</p>	<p>This section is applicable to the developer and the sub-subtenant if know at the time proposal is submitted.</p>
<p>(16) On Page 30, Section 2.21, where the ITN reads “All books, accounts, reports, files, and other records relating to an agreement will be subject at all reasonable times to inspection and audit by the University or other relevant state entities”, is this referring to the ITN or to the ground lease, lease or to everything occurring onsite?</p>	<p>This is relating to the subsequent lease agreement(s) between Florida Poly and awarded respondents as well as everything occurring onsite, and in compliance with Laws of Florida 2020-114, which creates Florida Statutes, 216.3166.</p>
<p>(17) In Attachment D of the ITN (Construction Projects Guide), the ITN language seems to only apply to projects where the University is directly contracting with project consultants, contractors and subcontracts, and vendors. There is extensive verbiage regarding contract negotiations with Florida Poly, bid presentations to Florida Poly, GMP negotiations with Florida Poly, invoice approval from Florida Poly, change order review by Florida Poly, etc. How do these construction guidelines translate to an award recipient that will be engaging a third-party developer to build/manage the project? For example, wouldn’t all consultant, contractor, and vendor contracts be negotiated between the developer and their chosen subs? Wouldn’t the developer be the</p>	<p>The current ITN request the respondent to provide a breakdown of the Design and Construction Methods. The guides provide an overview of the types of methods and delivery the University prefers. Based on the agreed to method, the University will further develop the requirements for design and construction delivery with the awarded respondent(s).</p>

**ITN 21-001 - P3 to Construct and Operate a Research Facility
Addendum No. 2**

approving body for all invoices, change order, etc.? If the Construction Projects Guide does not directly apply, what communications, reviews and/or approvals by Florida Poly are foreseen during the third-party developer process?	
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Important Note: Any and all other information (not changed by this addendum) contained in the original ITN 21-001 document and attachments remains the same and unchanged.

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