

**Invitation to Negotiate  
Florida Polytechnic University  
Student Housing Development Project  
ITN 22-022**



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**Issued: March 25, 2022**

**Due: May 20, 2022**

**4700 Research Way  
Lakeland, FL 33805**

<p align="center"><b>SUBMIT OFFER TO: FLORIDA POLYTECHNIC UNIVERSITY</b></p> <p>Hardcopy: Florida Polytechnic University Procurement Office 4700 Research Way Lakeland, FL 33805</p> <p>Phone: 863-874-8428 Website: <a href="#">Procurement Department</a></p> <p>Your submission must be finalized and received by Florida Poly prior to the submittal due date and time on: <b>May 20, 2022, at 4:00 PM (ET)</b></p> <p>See <b>Section 7</b> for full submittal instructions.</p>	<p><b>Florida Polytechnic University</b></p> <p><b>INVITATION TO NEGOTIATE</b></p> <p><b>STUDENT HOUSING DEVELOPMENT PROJECT</b></p> <p><b>Acknowledgement Form</b></p>
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Page 1 of 50 Pages	Submittal Due Date and Time <b>May 20, 2022; 4:00 PM (ET)</b>	ITN NO. <b>22-022</b>
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UNIVERSITY PUBLISHING DATE: <b>March 25, 2022</b>	ITN TITLE: <b>STUDENT HOUSING DEVELOPMENT PROJECT</b>
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RESPONDENT NAME	FEDERAL EMPLOYER IDENTIFICATION NUMBER
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RESPONDENT MAILING ADDRESS  
CITY – STATE – ZIP CODE

EMAIL ADDRESS

*I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the Respondent offers and agrees that if the offer is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida 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 the state of Florida. At the State's discretion, such assignment will be made and become effective at the time the procurement agency tenders final payment to the Respondent.*

**POSTING OF RESPONSE BID TABULATION**  
Response tabulations with intended award(s) will be posted for review by interested parties on the Procurement Department solicitation webpage and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

Government Classifications  
Check all that apply

<input type="checkbox"/> African American	<input type="checkbox"/> American Woman
<input type="checkbox"/> Asian-Hawaiian	<input type="checkbox"/> Government Agency
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<input type="checkbox"/> Native American	<input type="checkbox"/> <u>Non-Minority</u>
<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> PRIDE
<input type="checkbox"/> Small Business Federal	<input type="checkbox"/> Small Business State

<p>_____</p> <p><b>AUTHORIZED SIGNATURE (MANUAL/DIGITAL)</b></p>  <p>_____</p> <p><b>AUTHORIZED SIGNATURE (TYPED), TITLE</b></p>	<p>_____</p> <p><b>DATE</b></p>
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## DEFINITIONS

**Addenda/Addendum** – Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

**And/Or** – The word “and” shall also mean “or,” and the word “or” shall also mean “and” whenever the contents or purpose so require.

**Contract/Agreement** – The formal bilateral agreement signed by a representative of the University and the Respondent which incorporates the requirements and conditions listed in this ITN and the Respondent’s final offer.

**Invitation to Negotiate** – A written solicitation for goods or services where factors other than price are to be considered in the award determination. These factors may include such items as Respondent experience, project plan, design features of the product(s) offered, etc. An ITN is used when the specifications cannot be identified; the end result is explained, but we want qualified companies to offer their solutions for consideration.

**May, Should** – Indicates something that is not mandatory, but permissible, recommended, or desirable.

**Minor Irregularities** – irregularities that have no adverse effect on Florida Polytechnic University’s interest, will not affect the amount of the ITB and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

**Must, Shall, Will** – The words “shall,” “must,” or “will” are equivalent and indicate mandatory requirements or conditions. Florida Polytechnic University will not waive Responder’s material deviation from any of the mandatory requirements.

**Renewal** - Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by Florida Polytechnic University General Counsel to be in the best interest of the university.

**Response or Proposal** - An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

**Respondent/Proposer/Vendor/Supplier/Contractor/Private Entity** – Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

**Responsive Respondent** – A Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

**Sole Point of Contact** - The Procurement Officer or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

**Solicitation** – This Invitation to Negotiate and all documents officially associated with it.

**Successful Respondent** - The firms or individual who is the recommended recipient of the award of a contract under this solicitation.

**University** – Florida Polytechnic University, Florida Polytechnic University Board of Trustees is a public body corporate of the State of Florida.

## INTRODUCTION

Florida Polytechnic University (the “University” or “Florida Poly”) is requesting proposals from Pre-qualified Interested Parties (“Private Entity” or “Private Entities”) to enter into a contractual relationship for the development of facilities on its Lakeland campus. This Invitation to Negotiate (the “Stage II - Invitation to Negotiate,” “Stage II ITN,” or “ITN”) is being made to Qualified Proposers identified as a result of the Stage I - Request for Qualifications (the “RFQ”) dated February 22, 2022. This ITN is a formal document designed to satisfy the requirements of the laws and regulations of the University and the State of Florida (the “State”). The University may amend or modify the terms and provisions hereof and may abandon the procurement as it determines to be in the best interest of the University and the State.

## INVITATION TO NEGOTIATE

### 1. OVERVIEW OF DEVELOPMENT OPPORTUNITY

The University is issuing this ITN to solicit proposals from the prequalified Private Entities to enter into a public-private partnership with the University to develop new on-campus student housing, purchase an existing student housing facility (“Phase 2 Housing”), and operate in partnership with the University, the new and pre-existing student housing in an integrated fashion (the “Project”). The University’s current plans include the development of approximately 700 new full-suite and apartment-style residential beds with associated residential support spaces, to be delivered in a phased approach. The University desires approximately 400 beds to be delivered for occupancy beginning in the Fall 2024 term, with the remainder to be delivered in Fall 2026. The University seeks a partner to design, build, and maintain the Project *while operating the Project in partnership with one another*. The University will use either public or private debt financing, depending on the source of capital that generates the most overall benefit for the Project. In either case, the land will be leased to an appropriate member of the Private Entity’s team or to a Direct Support Organization (“DSO”) of the University. Subject to the terms and conditions of any land lease, development agreement or any other related agreement, the Private Entity’s team member or the DSO will own the residential improvements for the duration of the land lease.

#### 1.1 Project Objectives

The University recognizes that the provision of student housing is a strategic core business. Given that its existing housing inventory is fully occupied, and the off-campus market provides only minimal and dispersed housing for Florida Poly students, the University must take an active role in expanding its on-campus housing opportunities. Development of new housing is critical to the University’s enrollment growth objectives through the recruitment of new FTIC freshmen and the

retention of upperclassmen. Moreover, high quality, supportive on-campus housing is a strategic necessity for Florida Poly as it competes for the most qualified students and seeks to bolster student success in a rigorous STEM-focused environment. In particular, the University is interested in achieving the following Project goals (please note that the Project goals have been re-stated from Section 2.2.1 of the Stage I RFQ):

- Support Anticipated Enrollment Growth Through Enhanced On-Campus Offerings: As outlined by the University's Strategic Plan, Florida Poly's enrollment goals focus on recruiting the highest-quality students and advancing their academic careers through graduation. The strengthened academic profile of students, which has occurred in recent years and will continue to be a focus of the University, requires that Florida Poly recruit from a broad geographical area. As a result, Florida Poly must ensure sufficient housing options are available to support these students throughout their time at the University.
- Provide Additional Housing Options in a Fiscally Responsible Manner: In order to meet the needs of both current and future Florida Poly populations, the University understands the importance of strategically investing in capital projects that are both central to the core mission and implemented in a manner that is fiscally responsible. With regards to future housing, Florida Poly will evaluate all implementation solutions and funding options through data analysis, market sounding, and risk transfer metrics.
- Balance Self-Sufficiency with Financial Accessibility: Existing and new housing offerings should provide a compelling value proposition to highly-qualified students from a broad geographic area. While the University understands the need for the Project to be financially successful, the University is also interested in providing a financially-accessible education to all students. In support of these strategic objectives, Florida Poly desires to maintain control over rental rates that can be charged for the Project by requiring approval of initial rates and subsequent increases sought by the Private Entity.
- Improve Resident Experience and Align Housing Quality with University Brand: In addition to Florida Poly's ambitions for a robust residence life experience, the quality of on-campus housing at Florida Poly must reflect the reality that the University does not require students to live on campus. As such, the student experience in Florida Poly's residence halls must position on-campus housing to attract and retain residents of choice. The management of the University's housing assets should reflect the overall high quality of a Florida Poly education.
- Enrich the Campus Culture and Community Experience: Increasing the number of students living on campus will increase the population that engages with the campus during non-peak academic hours. As such, these students will have a higher propensity to be involved

in student activities and campus programming, which will propel the University to expand co-curricular opportunities.

## **1.2 Detailed Project Overview**

### **1.2.1 Housing Component**

#### **New Housing**

Florida Poly seeks to develop a new on-campus student housing facility near its existing on-campus housing and nearby academic buildings and other amenities. The new housing will consist of approximately 400 beds to be designed and built for occupancy in Fall 2024 (“Phase 3 Housing”) and approximately another 300 beds to be designed and built for occupancy in Fall 2026 (“Phase 4 Housing”) (collectively, the “New Housing”) The New Housing will be maintained and potentially financed by the Private Entity.

Florida Poly is committed to affordability as a key driver for the Project and the selection of a Private Entity. The University is willing to consider a range of physical solutions that accomplish this objective and seeks recommendations from Private Entities that best respond to the criteria established herein. The University anticipates that the New Housing will be non-combustible construction.

The University’s Development Advisor, Brailsford & Dunlavey (“B&D”) estimates that unmet housing demand will exceed 500 beds by the opening of Phase 3 Housing in 2024. The University’s strong retention of existing students will result in the growth of the upperclassmen population. Limited available housing will constrain the size of the University’s freshman classes for the next two years, and the delivery of Phase 3 Housing is critical to the University’s ability to return the size of the freshman class to Fall 2021 levels. However, continued strong retention and modest increases in the size of the first-year cohort following 2024-25 will result in excess demand of more than 700 beds by Fall 2026. Private Entities should review Exhibit A – B&D Market Summary for details on the University’s housing demand opportunity.

The University’s market analysis confirms unmet demand for both apartment-style units and non-apartment style units on campus. While Phase 2 Housing consists mostly of double-occupancy semi-suites oriented toward freshmen, the New Housing will provide more independent unit types to retain sophomores, juniors, and some seniors on campus. Additional details on the program are below:

- Phase 3 Housing should deliver a mix of approximately 400 beds, with approximately 325 beds in full-suite units and 75 beds in apartment style units.

- Phase 4 Housing should deliver a mix of up to 300 units, with approximately 100 beds in full-suite units and 200 beds in apartment style units.
- Approximately 30% of the full-suite beds should be provided in double-occupancy bedrooms to provide an affordable option. The remainder of the full-suite beds and all apartment beds should be provided in single-occupancy bedrooms.
- Apartment beds should be provided predominantly in 4-bed / 2-bath units. A minimal number of 2-bed / 2-bath units may be included in the program as a premium offering, to the extent that they benefit the design or strengthen the pro-forma.
- In order to provide options to support campus growth over time, the University desires to create swing space within the New Housing. Based on their analysis of the Project, Private Entities are requested to include in the program a number of flexible single-occupancy bedrooms that are sized so that they can be used as highly efficient double-occupancy bedrooms if future enrollment growth and housing demand require it. The number of these larger “flex singles” will be dictated by what is financially feasible in the project proforma.
- The residential program should include both revenue-generating and non-revenue generating beds, accounting for Resident Assistant (“RA”) and staff beds that will be considered non-revenue.
  - The University anticipates that the suite-style housing will include one (1) non-revenue single-occupancy RA bed for approximately every 35 student beds.
  - Apartment-style housing will include one (1) non-revenue single-occupancy RA bed for approximately every 40 student beds.
  - Phase 3 Housing should also include one (1) non-revenue two-bedroom, two-bath apartment unit for a Residence Coordinator / professional staff member.

The University understands that the rental rates for the New Housing may need to be set at rates higher than current campus rates in order to achieve financial feasibility. Private Entities should note, however, that the housing demand projected for the Project is informed by the price points tested in a recent survey of Florida Poly students, as shown below.

The demand survey tested rental rates for furnished rooms that included utilities, and are as follows (all in 2021-22 dollars):

Full-Suite Single .....	\$1,106
Full-Suite Double.....	\$812
4-bed / 2-bath apartment Single.....	\$1,128
2-bed / 1-bath apartment Single.....	\$1,261

Rental rates for student occupants in the initial year of operation will be negotiated by the University and the Private Entity prior to the execution of all agreements. Although the demand study tested the rates above, the University encourages Private Entities to seek opportunities to

submit lower rates in their proposal given the University’s public mission and desire to maintain affordability for its target market. The University anticipates working proactively with the Private Entity to manage operational costs so that rents remain competitive. The rate at which rents are permitted to increase thereafter will also be negotiated by the University and the Private Entity, and rental rate increases must be approved by the Board of Trustees in a given year. For the purpose of responding to this ITN, assume that rental rates will increase by 2.25% annually to match historical rent growth on campus.

### Existing Housing

In addition to the New Housing, the Partnership will encompass a portion of Florida Poly’s existing on-campus housing. The current inventory of 761 beds is owned and operated through a public-private partnership with Vestcor Companies. Phase 1 Housing (comprising 219 beds) will continue to be owned by Vestcor and operated under the current Ground Lease Agreement. Phase 2 Housing (comprising of 542 beds) will be purchased from Vestcor through this ITN in a bundled debt issuance along with new construction for New Housing. Phase 2 Housing and the New Housing will be owned and operated together under a single ground lease.

Phase 2 Housing consists of 542 beds in semi-suite and apartment-style configurations, in approximately 131,500 GSF. This facility was designed predominantly to serve freshmen students in double-occupancy rooms. The chart below shows the breakdown by unit type and recent rental rates.

<b>Phase 2 Housing</b>	<b>Bed Count</b>	<b>2020-2021 Monthly Rents</b>	<b>2021-2022 Monthly Rents</b>
2-bed / 1-bath semi-suite (double room)	488	\$689	\$704
4-bed / 2-bath apartment (private room)	36	\$902	\$922
1-bed / 1-bath semi-suite (RA)	18	\$0	\$0
<b>Total / Weighted Avg.</b>	<b>542</b>	<b>\$680</b>	<b>\$695</b>

Initial rents and the rate at which rents are permitted to increase thereafter will be negotiated by the University and the Private Entity. For the purpose of responding to this ITN, assume that rental rates will continue to escalate at 2.25% annually. Phase 2, Phase 3, and Phase 4 Housing revenues together will cover operating expenses, debt service obligations, required reserves, and any required returns.

The University reserves the right, at the University’s sole discretion, as part of this ITN to evaluate at a later date the potential to purchase and bundle Phase 1 Housing with the development of the New Housing.

### **1.2.2 Non-Housing Component**

#### Collaboration / co-working space

The University requests inclusion of a collaboration / co-working space in the Phase 3 Housing or Phase 4 Housing building to provide additional community interaction opportunities and flexible study spaces for residents. Please include a minimum of 1,500 square feet of furnished co-working space in your team's design response to this ITN. This space may include, but is not limited to:

- Individual study areas;
- Group study / meeting rooms;
- Communal lounge space;
- Multimedia studio / lab space;
- Convenience / amenity area (e.g., self-serve coffee, vending, etc.).

The design of this space should not only facilitate use by residents of the New Housing but should position it as a resource for all on-campus residents to encourage community-building. Following the solicitation process, the University looks forward to refining this collaboration space to most effectively accomplish the identified intent in the most efficient manner possible from a cost perspective.

#### Food Service Space

Private entities should be aware that on-campus residents are currently required to purchase at least a minimal meal plan (7 meals per week), and it is likely that residents in the New Housing will also be required to purchase a meal plan.

The addition of +/- 700 new beds will create additional demand for food on campus, though a large proportion of the new housing will be independent-style units with kitchens or kitchenettes. It is anticipated that the Private Entity will include a minimum of 1,500 square feet for food service (such as a convenience store and/or other food service outlet) in the program area for Phase 3 Housing. The food service will be delivered as a warm shell, for the University or its third-party food service contractor to complete.

The specific location of the food service component of the Project is to be determined through the design efforts of the Private Entity and will be co-located within the same facility as the Phase 3 Housing residential units. The location should prioritize visibility and pedestrian accessibility, positioning it as a resource for all students and not just housing residents.

The University or its third-party operator will be responsible for lease-up, upfit, and operation of all food service space in the New Housing. During the term of the Ground Lease, the Private Entity

will be paid an annual triple-net lease by the University or its food service contractor for the use of the food service space of an amount equal to:

The amortized costs of constructing the food service space based on a term to be agreed upon by the Private Entity and the University or its food service contractor; and  
Any on-going maintenance and operating costs agreed by the University or its food service contractor.

For the purposes of responding to this ITN, Private Entities should clearly indicate construction costs for the food service shell space separately from non-food service space. Utilities to the food service space should be separately metered and will be paid by the University or its food service operator.

#### Vending

Space suitable for snack and drink vending machines as determined by the University will be integrated throughout the Phase 3 and Phase 4 Housing facilities.

#### Parking

An appropriate amount of parking, as specified by the University, is expected to be provided for the Project. This will be inclusive of net-new spaces, and replacement of any displaced parking due to the development of the Project. Private Entities should not assume any revenue from parking contributing to the Project.

The Private Entity will include in its development budget a capital contribution of \$1,500,000 or \$6,000 per space for 250 new surface spaces. The Private Entity will not be asked to develop these parking spaces, rather they will be delivered by the University at a preferred site or sites yet to be determined.

### **1.3 Design Objectives**

The University expects that the Project's buildings and site improvements be of Class A institutional quality and commensurate with top-tier American universities. The Project is expected to comply with University building codes, standards and regulations. The Project must at least meet minimum requirements set forth by Florida Poly's Campus Design Standards and the design process must comply with the requirements of the University's Design Services Guidelines (see links below). Additional housing-specific standards are provided in Exhibit B.

[Florida Poly Campus Design Standards](#)

[Florida Poly Design Services Guidelines](#)

The expectation is that this Project will demonstrate the design tenets adopted by the Association of College and University Housing Officers – International (ACUHO-I) 21st Century Project focused on sustainability, flexibility, community, and technology.

In keeping with optimal community design and institutional criteria, the new housing will likely be a mid-rise development with ample green space and pedestrian connections. The New Housing should be configured to complement Phase 2 Housing, using unified architectural themes and materials throughout each building and in outdoor common areas. Private Entities may propose buildings up to six stories in height.

It is expected that the direct costs of Florida Poly employees residing in the Project and overseeing the resident students, as well as those Florida Poly employees and/or Florida Poly contracted staff/services providing services for room assignments, billings, collections, marketing, residential life programming, and building security, will be reimbursed by the Project. Qualified Proposers will receive cost assumptions to be included as part of an eventual financial model.

Further details regarding the design requirements for each Project component is provided below.

### **1.3.1 Student Housing Design Requirements**

Please note that the items listed below for each of the Project components will either indicate that a specific number is requested to be provided by the Private Entity or the ultimate number of requested design items will be determined by the Private Entity for consideration by the University. The Phase 3 Housing and Phase 4 Housing facilities (exclusive of the individual unit) must include the following key components:

- A secure lobby with a service / security desk, lounge areas, and common bathrooms
- Card access readers on all exterior doors that are compatible with, and integrated into, the existing University card system
  - Access will also be restricted within the common areas of the building (not all students will be able to access all floors within the building)
    - Design of restricted access within the building will be determined by Private Entity, but must be compatible with existing systems on campus
- A single central housing area for operations and programming staff that will include:
  - Two (2) offices for professional Residential Life staff members
  - A work area for RAs
  - Storage to support Residential Life operations
- Mailboxes
  - The building will support the centralized sorting and delivery of mail in the same manner as Phase 2 Housing. Individual mailboxes will not be required for the residents in the New Housing.

- Instead, a sufficient number of additional larger mailboxes will be provided for packages delivered.
  - Developers should consider the possibility of including an Amazon locker or other smart locker system for packages.
  - The ultimate number and location of mail rooms will be determined by the Private Entity for consideration by the University
- Study and/or lounge areas on each floor to support academic success and community building.
- All common areas within the Project will be fully furnished
- Hard flooring in entrance lobbies and commercial grade carpet in corridors
- Walls designed to attenuate sound between living areas and non-residential areas
- Common area kitchens to serve non-apartment units. Common kitchens shall contain sufficient counter space, four burner stove/oven, code compliant exhaust hood, sink/garbage disposal, dishwasher, microwave and refrigerator sized to be appropriate for the number of occupants
- Wireless Internet will be available throughout the Project and designed to meet the substantial bandwidth needs of a STEM curriculum and technologically-oriented student body.
- An interior central trash system
- Interior and exterior recycling
- Trash disposal
- An area for maintenance and equipment storage
  - Total number and location of storage areas to serve the Project will be determined by the Private Entity
- Security cameras at building entrance points and within public areas, to conform to University safety and technology standards, to be integrated with University's existing security monitoring system.
- Exterior security cameras on building, to be located with views defined by University security, to cover exterior areas around the Project having high resident traffic. These cameras shall conform to University safety and technology standards, to be integrated with University's existing security monitoring system.
- Secure exterior bicycle storage
- Exterior benches and trash cans consistent with University standards
- Interior and exterior lighting throughout the Project that is consistent with University standards
- Design of emergency vehicle access / security access must meet University standards
- Areas for vending machines to be used by University with University receiving all proceeds for vending

Individual housing units must include the following key components:

- Full-suite units with no more than 4 residents per bathroom and Apartment units with no more than 2 residents per bathroom
  - Note that any “flex singles” may exceed the stated resident-to-bath ratio when “flexed” for double-occupancy
- At a minimum, each bathroom will include the following facilities:
  - One (1) toilet, lockable door
  - One (1) shower, lockable door
  - Fixtures to be low flow for water reduction
  - Double-sink vanity
- Bathrooms to be exhausted to the exterior
- All residential units within the Project will be fully furnished (beds, desks, chairs, closets, etc.)
- Each unit will be equipped with an in-unit washer and dryer, with dryers exhausted to the exterior.
- All residential units within the Project will have overhead lighting in bedrooms, bathrooms, and common spaces.
- Each full-suite unit will have:
  - Up to four (4) bedrooms, with:
    - Two (2) single person beds if designated as a double-occupancy bedroom, or one (1) single person bed if designated as a single-occupancy bedroom.
    - One (1) desk per bed
    - One (1) chair per desk
    - Two (2) wired ethernet drops per bed
    - One (1) set of drawers per bed
    - One (1) closet per bed
  - Combined living room and kitchenette area, sufficient to accommodate seating for four (4) people.
    - Kitchenette should include a sink and counterspace to accommodate a microwave oven or induction hotplate.
  - Windows and lighting will be consistent with University standards
  - Each window will include window blinds
  - Location and number of electrical outlets will be consistent with University standards
- One (1) non-revenue single-occupancy bedroom in a full-suite unit will be provided to support one (1) Resident Assistant per 35 students living in full-suite units.
- Each student apartment unit will have:
  - Two (2) to four (4) bedrooms with one (1) single-person bed per bedroom
  - One (1) full kitchen (stove, dishwasher, refrigerator, storage, microwave, range hood)

- One (1) full bathroom per two (2) bedrooms
- In-unit laundry
- Living room / common room
- One (1) set of drawers per bed
- One (1) closet per bed
- Windows and lighting will be consistent with University standards
- Each window will include window blinds
- Two (2) wired ethernet drops per bed
- Location and number of electrical outlets will be consistent with University standards
- One (1) non-revenue single-occupancy bedroom in a full-suite unit will be provided to support one (1) Resident Assistant per 40 students living in apartment units.
- Bedroom and bathroom doors for all unit types must be lockable
- Peepholes to be provided at entry doors for each unit
- One (1) apartment will be provided in each building to accommodate professional staff members and their families
- Apartment units to support professional staff will contain the following:
  - At least two (2) single-occupancy bedrooms, able to accommodate at minimum a queen size bed
  - One (1) full kitchen (stove, dishwasher, refrigerator, storage, microwave, range hood)
  - Two (2) full bathrooms
  - In-unit laundry
  - Living room / common room
  - One (1) set of drawers per bed
  - One (1) closet per bed
  - Windows and lighting will be consistent with University standards
  - Each window will include window blinds
  - Two (2) wired ethernet drops per bed
  - Location and number of electrical outlets will be consistent with University standards
- Wireless, high speed computer connections with sufficient broad band width for heavy download are required for the building
- Each residential unit will be accessible through key card security access
- Residential units and bathrooms will be fully furnished by Private Entity
- Walls designed to attenuate sound between living areas and non-residential areas

### **1.3.2 Non-Housing Component Design Requirements**

#### **Food Service Space**

The food service space should provide sufficient means for meeting all requirements of the Florida Department of Health for operating “A” graded food service facilities, including plumbing capacity for domestic water and sewer, floor drains, a 3-compartment hand sink, and dedicated electrical service sized and installed for heavier HVAC loads for refrigeration. The food service space should provide electrical capacity for multiple 208v and 220v electrical outlets to accommodate equipment requirements.

### **1.3.3 Voice and Data Network Requirements**

The following services will be required for the Project. The descriptions provide details regarding operating and expense responsibilities.

***Internet Connectivity:*** Internet connectivity will be provided by the Private Entity as a cost of the Project. The Private Entity will be responsible for the costs of networking and internet access both within the buildings and in the external connection to an Internet provider. The building should not connect to the University network in any fashion for resident access. The only connections to the campus network will be to serve staff offices located in the Project. The resident network should be separate from this administrative network. Sufficient external Internet bandwidth shall be provided to the Project to meet the needs of student residents at a STEM-intensive high-technology-use University. Initially this shall exist of at minimum 3 Gbps total Internet bandwidth to the Project serving both wired and wireless networks.

***Wired Local Area Network:*** Wired data network connections must be provided by the Private Entity to support collaboration spaces, digital information displays, residence rooms (2 per bed), wireless access points and common areas. While many students use the wireless network for their activities, the wired network is necessary for applications that require higher, consistent network bandwidth. Many current students connect their game consoles, TVs, and other entertainment devices to the wired network, as well as those with desktop computers.

***Wireless Network:*** Wireless internet will be available throughout the Project and designed to meet the substantial bandwidth needs of a STEM curriculum and technologically-oriented student body. Wireless network must be designed to not interfere with other University wireless networks.

***Cell Phone Signal Strengthening System:*** If necessary, in order to provide adequate cellular phone reception conforming to University standards, a distributed antenna system (DAS) or similar

technology shall be provided to ensure cellular signal strength to all common, office, and residence areas of the Project.

***Voice Telephone Services:*** Wired landlines for telephone

***Video Surveillance:*** Security cameras must be integrated with existing University system. Cameras should provide visual coverage of all exterior doors allowing ingress and egress to the buildings.

***Generator:*** The Project must include a backup generator to support life-safety functions.

***Building Access Control:*** The Project's main exterior doors must tie into the University's existing access control system.

#### **1.4 Maintenance and Operations Objectives**

In alignment with the maintenance and operations objectives stated in the RFQ, the University seeks a partner who will be responsible for custodial, maintenance, landscaping, and asset management functions in Phase 2, Phase 3, and Phase 4 Housing. The University's Department of Residential Life ("DRL") will retain responsibility for performing the student-facing functions of assignments / leasing, billing / collections, marketing, and programming, as well as security. The University will work with the Private Entity to develop an agreement (Management Agreement) to clearly delineate the responsibilities within and around the Project.

More detailed descriptions of these functions are provided below:

##### Assignments / Leasing, Billing / Collections, Marketing, Programming, and Security

The University will retain the responsibility for room assignments, billings, collections, marketing, residential life programming, and building security for all residential components contained within the Project. The University expects that Florida Poly's DRL staff will work collaboratively with the Private Entity in assuming these responsibilities and will be reimbursed quarterly through the Project for the costs associated with delivering these services. The costs that will be incurred for assignments, billings, marketing, and programming will be "above-the-line" and not subordinated to any other expenses. The expenses that should be assumed within the financial pro forma for the delivery of assignments, billings, marketing, and programming are provided in the matrix included in Exhibit C – Project Assumption Matrix.

The following bullets provide a brief summary of each component within this section of the ITN:

- Assignments / Leasing – Provision of occupancy management services and alignment of inventory with student demand and University’s enrollment management priorities
- Billing / Collections – Manage billing services through Florida Poly fee invoicing process for rental revenue, damages, cancellation, and other potential revenue-generation opportunities. The University will retain responsibility for all bad debt arising from student residency in the Project.
- Marketing – Conduct facility tours and coordinate strategic communication with the University (including website and social media material)
- Programming / Staffing – Deliver residential life services and provide central housing / functional staff
- Security – Building access control via a single check point and 24/7 staffing

#### Asset Management

Asset management services will be the responsibility of the Private Entity. Asset management encompasses all responsibilities that are associated with the expected continuous reinvestment in the Project through capital expenditures. Asset management includes major projects to replace and repair large systems and to invest in preventative maintenance to ensure that the Project meets and exceeds its expected useful life. Capital projects and reinvestment planning will be the responsibility of the Private Entity but will be subject to collaboration with and approval by the University.

To support the asset management needs of the Project, the Private Entity will be responsible during the term of the Ground Lease, at its expense, for all maintenance, routine replacement of fixtures and equipment, and any repairs required. To provide assurance for the costs of these items, the Private Entity will be required to fund a replacement and repair reserve to be placed in escrow at an amount in accordance with a budget that is approved annually by the University. The Private Entity will be responsible for the marketability of the improvements and a portion of the reserve requirement will be to provide funds for renovations and refitting to keep the Project attractive to residents. Note that capital reinvestment in IT infrastructure is considered to be asset management and should be fully accounted for in the reserve fund. The Ground Lease will contain provisions for review and approval by the University of the level of reserves, the maintenance requirements, and to address the need for renovations.

#### Custodial Service, Facility Maintenance, and Landscaping

The Private Entity must maintain and clean the Project to quality standard commensurate with the overall high standards of Florida Poly’s campus operations, targeting at least an APPA Level 2 standard. The level of service that is expected from the Private Entity is described below:

- a. The Private Entity is to furnish all supervision, cleaning personnel, equipment, supplies, tools, and other materials as required for custodial / service contracts and facility

maintenance services for all buildings within the Project. It will be the responsibility of the Private Entity to provide services in alignment with the high standards of an educational institution from the perspectives of sanitation, public relations, and protection of the physical facility.

- b. The University's requirements for custodial / service contracts and facility maintenance is included in Exhibit D.
- c. Services should be commensurate with APPA Level 2 guidelines. APPA's "Five Levels of Clean" documentation is included in Exhibit E.
- d. Additionally, custodial and maintenance staff will be required to meet specified standards in terms of responsiveness and customer service. The Private Entity will work with the University to identify key positions for emergency response and will establish protocols for after-hours and emergency responsiveness.
- e. The Private Entity will provide landscaping services within the boundary of the Ground Lease area. These boundaries will be negotiated with the Private Entity.
- f. The University will be given access to periodically inspect facilities at designated times to be agreed upon between the University and the Private Entity. Additionally, the University will conduct facility inspections at undesignated times in response to any severe student complaints which have not been addressed by the Private Entity.

#### **1.4.1 Operating Costs of Non-Housing Project Components**

For non-housing Project components, the University expects the following to occur as it relates to the operating cost oversight (utilities, supplies, general and administration, turnover, property insurance, service contracts, maintenance, and repairs):

- Collaboration / co-working space
  - Will be operated and maintained as an expense of the Project.
- Food services
  - Utilities will be separately metered and paid by the University or its third-party food service contract operator.
  - All other food service operating costs will be paid by the University or its third-party food service contract operator.
- Vending
  - The University will manage vending machines located throughout the Project through its contracted vendors. All revenue derived from vending operations will be retained by the University.
- Parking

- All billings, revenue collection, operations, and maintenance for parking will be managed by the University. Private Entities should assume that revenue associated with parking will be retained by the University and will not be a part of the Project.

#### **1.4.2 Financial and Credit Impact Objectives**

The University seeks to purchase Phase 2 Housing and anticipates that the greatest value will be achieved by bundling the purchase of Phase 2 Housing with the development costs for Phase 3 Housing in a single bond issuance. Note that the University has determined not to pursue a bridge loan to purchase Phase 2 Housing in July 2022 as described in the RFQ but will instead purchase Phase 2 Housing in the single financing obtained in relation to this ITN.

The terms of the current Ground Lease Agreement for Phase 2 Housing provide the University with the right to purchase the facility at a price according to an agreed-upon schedule. Beginning in July 2022, the University may purchase the facility for \$27,575,000.

The University anticipates purchasing Phase 2 Housing prior to the start of the 2023-24 academic year. The actual timing of the purchase may depend on a number of financial and operational factors; however, for the purposes of responding to this ITN, Private Entities should assume that the University will obtain control over Phase 2 Housing in May 2023.

Private Entities should note that neither the University nor its DSOs have taken on any debt. As a result, neither have been rated by the major debt rating agencies. The University expects that any agreement for the development of the Project will be structured to have a minimal or accretive credit and financial impact to the University, while preserving University control over the residential experience and maximizing cash flow to the University. The University does not anticipate the use of a Private Entity's equity to fund the Project.

The University reserves the right not to approve any proposal which the University believes in its sole discretion will adversely impact the University's credit rating or debt capacity such that it impairs the University's ability to achieve other strategic objectives.

As stated in the RFQ, Private Entities must be familiar with the requirements of the BOG P3 Guidelines or Debt Management Guidelines, as appropriate.

[Florida Board of Governors P3 Guidelines](#)

[Florida Board of Governors Debt Management Guidelines](#)

## **2. FINANCIAL ASSUMPTIONS**

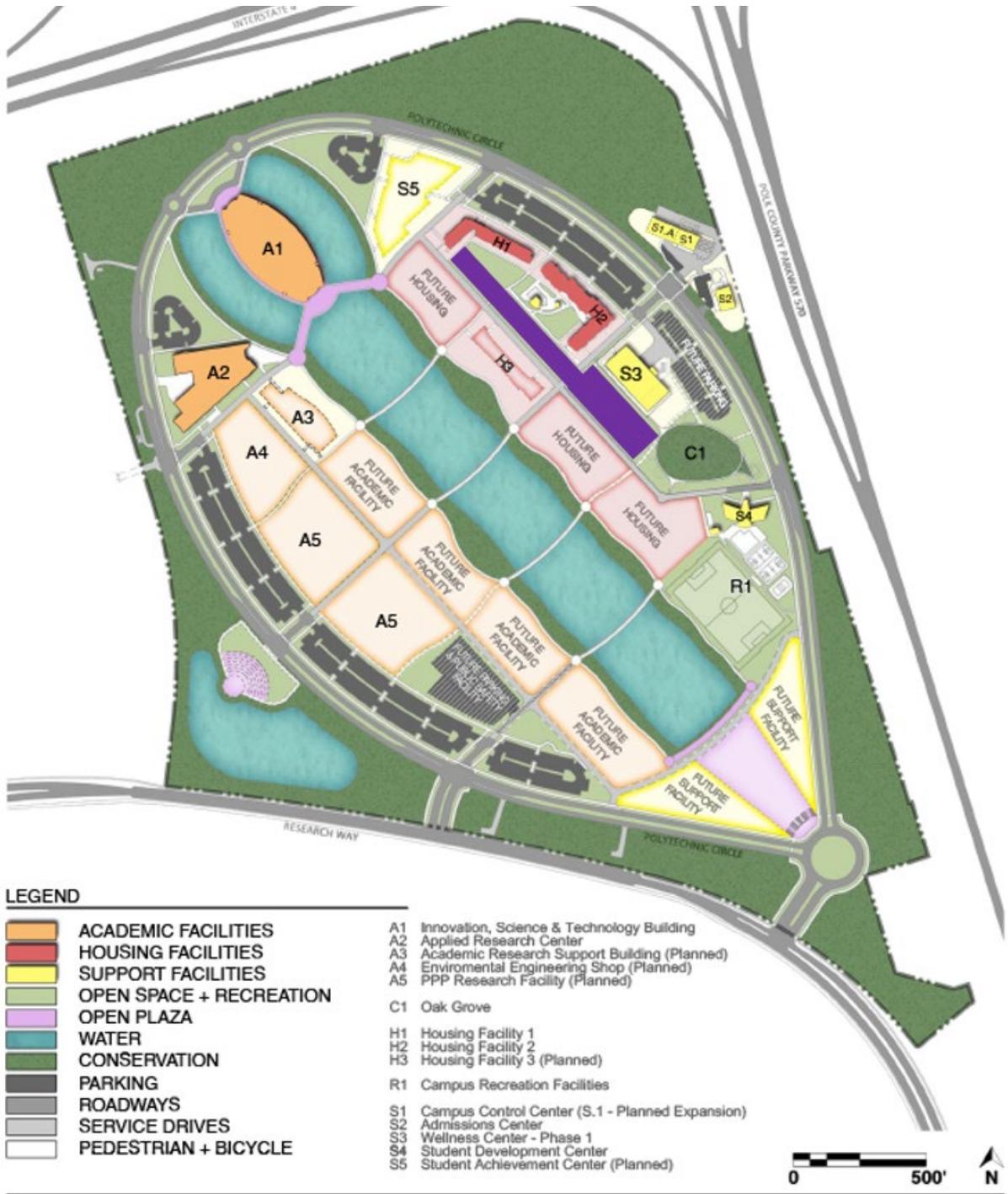
Short-listed Private Entities are requested to develop a proposed financial pro forma that encompasses the scope of the entire Project. To inform the development of the pro forma, pertinent financial considerations are provided in Exhibit C for Private Entity's inclusion in the model. Additional notes have been provided as deemed necessary. Note that some financial assumptions are being finalized and will be provided in an addendum following the issuance of this ITN.

## **3. SITE CONDITIONS**

### **3.1 Proposed Site and Existing Conditions Assumptions**

The identified Project site is a highly visible location on campus that is proximate to 761 existing beds and the Innovation, Science and Technology Building, which serves as a hub of academic and extracurricular activities on Florida Poly's campus. It is also adjacent to the Wellness Center, home of Florida Poly's all-you-care-to-eat food service facility and the student lounge. No structures currently exist on the identified site, but it is transected by a service road and sidewalks that must be preserved. Note that this site has been modified from the project site that was envisioned in the RFQ. Phase 2 Housing site plans and existing floorplans are shown in Exhibit F.

The diagram below indicates the proposed site for the New Housing in purple. In designing the New Housing, Private Entities are encouraged to prioritize the use of the site areas next to Phase 2 Housing and the Wellness Center (shown as H2 and S3 below) over utilizing the greenspace in front of Phase 1 Housing (shown as H1). However, the design may use the entire site if needed. The facility(ies) must be constructed such that the required utilities capacity (cooling, heating, domestic water, electrical service, storm and sanitary, IT, etc.) to support the development is being accommodated as part of the Project. The Private Entity is expected to provide appropriate utility infrastructure to support the Project and is responsible for conducting appropriate surveys of the site in order to understand subsurface conditions and connect to existing systems. Locations of existing water, chilled water, and sewer infrastructure are provided in Exhibit G. Power, gas, and communications must be coordinated with the service provider, and approved by the University. Power, gas, and communications are located adjacent to the proposed housing sites. In the case of the Project utilizing existing Florida Poly utilities capacity, consumption will be reimbursed by the Project. University review and approval of the Project design will be required.



STRAUGHN TROUT  
ARCHITECTS

#### **4. CODE AND PLANNING REQUIREMENTS**

Qualified Proposers must be knowledgeable of these documents and must submit proposals that comply with these code requirements, design guidelines, and Master Plans. It will be the continuing responsibility of the Qualified Proposer to fully comply with all of these Code and Design requirements throughout the design, construction, maintenance, operation and future renovation of all facilities.

##### **Campus Master Plan**

The project scope as defined in this document is within the allowable quantities in the existing Campus Development Agreement and current Campus Master Plan adopted by the Florida Poly Board of Trustees, amended most recently in May 2021. The New Housing development needs to be consistent with the Campus Master Plan Goals, Objectives, and policies including pedestrian and bicyclist connectivity to the core academic areas of campus.

##### **Codes, Permits, and Standards Generally Required for the University Construction and Maintenance Operations**

The Architect/Engineer shall ensure that the design and contract documents comply with all applicable codes, regulations, and orders in effect at the time of permitting. The Architect/Engineer shall submit a list of codes to which the Project is subject, to the University with the Schematic Design submittal. All reference to codes herein shall mean the latest editions adopted through legislation or state rule-making for use in state-owner/leased buildings (including, but not limited to Florida Statutes sections 471, 481 and 553).

The Architect/Engineer shall confer with the University to determine those permits to which the Project is subject. Required permits include those necessary for the design as well as those needed by the Contractor for actual construction work.

The Architect/Engineer shall determine the requirements of each permit, confer with the appropriate officials, and submit all required information necessary to obtain approvals by the agencies having jurisdiction over the Project. The Architect/Engineer shall ensure that the design and contract documents and additional information provided are capable of obtaining all required approvals and permits in a timely manner.

The Architect/Engineer shall use the following codes (where code requirements conflict, the Florida Poly Office of Facilities and Safety Services shall resolve any disputes of code application), as well as other state and federal codes as applicable.

Building Codes: The Florida Building Code in effect at time of building permitting.

Fire Prevention and Life Safety:

- The Florida Fire Prevention Code, including the Life Safety Code, Fire Protection Rules and Regulations of the State Fire Marshal, in effect at time of building permitting. State Fire Marshall plans review and inspections required.

University

- Florida Poly Policies
- Florida Poly Design and Construction Guidelines and Standards
- Florida Poly Design Services Guidelines
- Florida Poly Department of Technology Services
- Florida Poly Parking & Transportation Services

Other:

- Applicable Federal Regulations
- Florida Statutes
- Archeological permit and Survey
- Board of Governors Regulations
- Federal Fair Housing / ADA Accessibility Guidelines
- Others as applicable

#### **4.1 Site Conditions and Project Infrastructure**

There are a number of infrastructure systems which the institution operates across the environment. Respondents should plan, design, and build for the continued operation of these infrastructure systems by Florida Poly in the Project. Systems include (but are not limited to) the building access control system, security camera systems, and security alarm systems. Buildings must be provided with infrastructure systems which are of the same type as already exist in order for the institution to continue consistent operations. Some existing utility infrastructure is depicted at a high level in Exhibit G. Respondents are responsible for ensuring consistent and compatible infrastructure management systems are in place and reviewed and coordinated with the Florida Poly organizations which have responsibility for each system.

The Private Entity must procure utility permits as described in Exhibit B.

## 5. GROUND LEASE REQUIREMENTS

It is anticipated that the University will enter into ground lease for the Project. During the term of the Ground Lease, a University DSO or other appropriate ownership entity (depending on the identified source of financing) will have control over the improvements relating to use, operating maintenance, life-cycle maintenance/asset management, replacement, repairs, and renovation subject to the terms of the Management Agreement. The University and its agents may enter the premises and improvements for inspection and to ascertain compliance with all contract provisions.

The Ground Lease will require the Private Entity to commence and complete the Project on a schedule to be agreed upon with the University, but meeting at a minimum the schedule requirements set forth in this ITN. It is critical that Phase 3 Housing is delivered for occupancy in Fall 2024. Therefore, failure to comply with these requirements will result in remedies up to and including the termination of the term of the Ground Lease at the sole discretion of the Ground Lessor.

### Key Terms:

The University has developed the following preliminary list of key terms for each Private Entity's review and consideration.

- a. **Advisory Committee.** There will be an Advisory Committee, jointly comprised of University, Private Entity, and operator personnel, who will convene to discuss and approve the annual budget, operating approach, marketing materials, capital expenditures, and many other oversight functions in order to support the success of the Project.
- b. **Assignment and Transfer.** There will be no right to assign or transfer the Ground Lease without the approval of the University.
- c. **Buy-Out by University.** The Ground Lease will contain provisions providing the University with a right, at its sole discretion, to buy out the remainder of the lease term. This buy out provision will be negotiated with the Private Entity.
- d. **Term.** The Ground Lease will not exceed 40 years from the time of substantial completion of the Phase 3 Housing improvements.
- e. **Delivery of Premises at End of Term.** At the conclusion of the term of the Ground Lease, any improvements located on the site will remain and shall be delivered to the University fully operational and in good condition as determined jointly by the University and the Private Entity. It is expected that the useful life of the asset will meet or exceed 125% of the term of the Ground Lease.
- f. **Guarantees and Support Agreements.** The University will not guarantee occupancy or enter into a first-fill policy or support agreement.

- g. **Insurance.** At this time, the Private Entity should assume it will be responsible for providing insurance for both pre- and post-occupancy. The minimum insurance requirements will be provided to Private Entities at a later date.
- h. **Repair, Replacement, and Renovation.** The Private Entity will be responsible at its expense for all maintenance, routine replacement of fixtures and equipment and all life-cycle maintenance and repairs required for the housing facilities. To provide assurance for the costs of these items, the Private Entity will be required to fund a replacement and repair reserve to be placed in escrow at an amount and in accordance with a budget that is approved annually by the University. The Ground Lease will contain provisions for review and approval by the University of the level of reserves, the maintenance requirements and to address the need for renovations.
- i. **Termination.** The University will have as a remedy for default under the Ground Lease, the right to terminate and take possession and occupancy of any improvements.

**6. ITN SCHEDULE**

**Dates are subject to change at the discretion of the University.**

STAGE II PROJECTED SCHEDULE	DATE
ITN documents issued to Qualified Proposers	March 25, 2022
Non-Mandatory On-Site Meeting and Site Tour	Week of April 11
Deadline for Written Questions regarding the ITN	April 20, 2022; 4:00 PM (ET)
ITN proposals due	May 20, 2022; 4:00 PM (ET)
Campus Interviews (at University Option)	Tentatively May 31- June 1, 2022
Finalists Selected / Begin Finalist Negotiations	Early June 2022

**7. SUBMITTAL REQUIREMENTS**

The following constitute the submittal requirements and evaluation criteria for the University to evaluate the ITN proposals. The ITN response must follow the order provided below in order to facilitate evaluation of the proposals. In addition, the ITN response should provide tabs correlating to each of the following criteria numbers below. It is critical that proposals are consistent in order to ensure accuracy in the University’s review process. Failure to submit proposals in the requested order poses risk that all Submittal Requirements are included, and accurately compared.

**Your proposal must respond to each criterion in the following order:**

- Cover Letter
- Table of Contents
- Tab 1: Acknowledgement
- Tab 2: Project Team Background and Information
- Tab 3: Project Program
- Tab 4: Graphic Documents and Renderings
- Tab 5: Project Budget
- Tab 6: Implementation Schedule
- Tab 7: Proposed Partnership / Financing Structures
- Tab 8: Project Pro Forma
- Tab 9: Signed Addenda
- Tab 10: A copy of Interested Parties' RFQ Submission

A description of each Tab is included below in further detail.

**7.1 Tab 1: Acknowledgement**

Private Entities are required to submit a signature page that acknowledges the receipt, review, and understanding of all materials provided in this ITN, including information provided in appendices and addenda. With this signature page, it will be assumed that Private Entities are fully aware of all information that may impact design, program, and financial assumptions included in the ITN submission. Failure to provide this signature page may result in non-compliance with the submission materials, thus impacting the University's ability to review the proposal.

**7.2 Tab 2: Project Team Background and Information**

Confirm that the Project Team and key personnel remain consistent with those identified in the RFQ response. Should there be any adjustments to the Private Entity or the Design, Construction, and/or Management Partners previously identified, highlight those changes and provide a brief overview on the new partner and/or state roles of the new key personnel.

Provide a brief description of the Private Entity's other partner entities for the project, including each partner's relevant experience. Provide in the description the roles of key personnel that comprise the development team. To the extent not already identified in the RFQ response, descriptions should be provided for the following entities at a minimum:

- Architectural or other design firm(s) who will be providing design services for the Project;
- Civil, structural, and MEP engineers;

- The general contractors who will provide construction services;
- Any law firms who will provide legal services for the Private Entity;
- Entities that will provide operations and maintenance if not performed by the Private Entity; and,
- Any partners, or other entities, who will provide funding to the Private Entity and who will gain any ownership or beneficial interest in or revenue from the Project.

For each of these functions, provide the following information:

- Firm name
- Primary address
- Building types developed (Student Housing, Market-rate Housing, Recreation, Food service, Retail, Office, Academic, Parking, etc.)
- Description and approximate value of student housing assets developed and currently under control
- Point of contact

Provide an organizational chart summarizing the relationships and responsibilities of the Private Entity and its project team.

The entities identified above are those currently being considered to participate with the Private Entity as subcontractors. Any additions or changes to the subcontractors in connection with a Response are subject to review and approval by the University. If a Private Entity does not name other entities, then the Response will be evaluated assuming that the Private Entity will self-perform all functions and any later decision to include other entities in any of these roles will also require review and approval of these entities prior to their use by the Private Entity.

The University encourages and values the use of local- / Florida-based and minority or women owned firms as sub-contractors to complete this Project.

### **7.3 Tab 3: Project Program**

Private Entities are required to fill out the summary data / assumptions page provided in Exhibit C that correspond with the submitted pro forma and graphics.

Please note that there are non-programmatic assumptions also included in Exhibit C. Private Entities are expected to incorporate / provide this additional information as part of the Response.

### **7.4 Tab 4: Graphic Documents and Renderings**

Private Entities shall illustrate their design proposal for all aspects of the Project and the development site in a graphic manner. The minimum drawings required by the ITN shall include:

- a. A schematic site plan for the Project
- b. Typical residential floor plans for Phase 3 and Phase 4 Housing
- c. Typical unit plans for Phase 3 and Phase 4 Housing
- d. Concept elevations (2-3) illustrating Phase 3 and Phase 4 Housing
- e. 3D renderings illustrating the key design features for Phase 3 and Phase 4 Housing and its relation to existing adjacent structures.
  - Materials and finishes shall be either noted or clearly rendered.

Private Entities shall clarify their design proposal with narratives as part of the Response. Narratives may also identify specifications offered by the Private Entities that are beyond the design guidelines described herein. The minimum narratives required by the ITN are:

- a. A narrative describing broad architectural concepts which cover the proposal for the site layout and building design. The narrative should also describe any details of the design that may not be readily apparent from the drawings, including comments on material and finish quality.
- b. A narrative describing the structural methodology that the Private Entity plans to employ for Phase 3 Housing and Phase 4 Housing.
- c. A narrative describing the building systems (mechanical, electrical, and plumbing) that the Private Entity would employ for Phase 3 Housing and Phase 4 Housing.

Drawings provided as part of the submission shall be 11” by 17”.

### **7.5 Tab 5: Project Budget**

Assuming a two-step delivery for occupancy in the Fall 2024 and Fall 2026 academic terms, Private Entities are requested to provide a development budget that reflects the program and design included in the Response. The University must be able to analyze the development budget, therefore please provide budget information in the form provided in the Development Budget tab of Exhibit C.

### **7.6 Tab 6: Implementation Schedule**

Private Entities should provide their plan to advance the Project’s requirements and add distinctive value to the University, indicating the steps that should be taken to ensure timely construction completion.

Specifically, please address the following:

- Please provide a schedule for the design and construction of the New Housing. Please provide a narrative describing key schedule milestones and how to ensure a timely delivery of Phase 3 Housing so that it is move-in ready by August 2024, and delivery of Phase 4 Housing so that it is move-in ready by August 2026.
- If a force majeure event or other delay of the completion of the Project (beyond the delivery dates) occurs, please describe the potential solutions that would be pursued by the Private Entity.

It is important to note that the University is not able to execute any Partnership agreements (ground lease agreement, development agreement, management agreement, etc.) until after University Board of Trustees and Florida Board of Governors approval is received. Private Entities should include in a narrative the following information:

- How the timeline for receiving Board of Governors approval fits within the implementation schedule (more clearly – the targeted time frame in which this approval must be received to stay on schedule).
  - It is important to note that this approval will be for the entirety of the Partnership (Florida Poly will be seeking the necessary approvals concurrently).
- The Private Entity's need for a Pre-Development Agreement or willingness to proceed at-risk until certain schedule milestones are met.

### **7.7 Tab 7: Proposed Partnership / Financing Structures**

The University desires to retain control over the residential experience and maximize its participation in project cash flows while accessing funds with the lowest cost of capital for the Project. The University is interested in receiving all partnership / financing structure proposals that Private Entities believe may be the best solution for this Project in light of these objectives. The Private Entity shall submit a detailed description of one or more Partnership structures proposed for the Project.

For each structure, Private Entities must clearly identify the source of funding for all development. Specifically, Private Entities should address funding sources for the following:

- Senior Debt
- Subordinate Debt (if applicable)
- Other (if applicable)
- Identification of whether any debt is taxable or tax-exempt

In your description of the funding sources, please clearly and explicitly confirm that the contracting Private Entity has the authority to negotiate the financial details. If the Private Entity does not have this authority, please explain.

The University does not anticipate receiving proposals that include the Private Entity's or other investor's equity as part of the capital stack.

### **7.8 Tab 8: Operating Pro Forma(s)**

Private Entities must provide detailed pro formas for the University's review. Pro formas should include the following information:

#### Project Pro Forma for Full Term of Ground Lease

- All revenue and expenses, including operating and maintenance expenses and net operating income
  - Please note that the expenses that will be reimbursed to the University (Administrative / Residential Life, Information Technology, parking shuttle services, etc.) will be provided in further detail in Exhibit C.
  - It is assumed at this time that both Phase 2 and Phase 3 Housing will be independently metered and the Project will pay for its utilities. Historical utility rates will be provided in Exhibit C.
  - Please note that the Private Entity will be responsible for grounds and landscaping. This expense should be listed separately in the pro forma, as opposed to combined with facility maintenance and custodial services.
    - Annual cash flow after debt
    - Disclosure of inflation assumptions
    - Ground Lease term and lease payments
    - Design and construction costs, financing and scheduling assumptions and all other identifiable project costs
    - Property taxes (if believed to be applicable given the financial delivery structure; however, the two existing student housing facilities are currently exempt from property tax)
    - Replacement reserves allocation
    - Proposed room-type mix and anticipated rental rates (based on a 9-month academic year term).
    - Additional revenue beyond rental revenue during the 9-month academic term
    - Cost of capital assumption for Project funding – full term of Ground Lease
    - All University compensation
  - Cash flow participation

- Any Ground Lease base rent
- Payment to University for out-of-pocket costs for developing the Project
  - All Private Entity compensation
- Developer fee
- Contingencies
- Revenue sharing
- Management fee
- Other

Should multiple Partnership / financing structures be proposed, please include pro formas for each approach. The pro formas should clearly identify the corresponding structure that is informing the model.

### **7.9 Tab 9: Signed Addenda**

If an addendum/addenda are issued as part of this ITN, please sign the document(s) where requested and include these signature pages in Tab 9.

### **7.10 Tab 10: A copy of Interested Parties' RFQ Submission**

Include in this ITN submission in the stage 1 qualifications

### **7.11 Submission Instructions**

Complete proposals should be delivered to the University procurement representative at the address shown below no later than 4:00 pm EST, on May 20, 2022

Andrea Cashell  
Director of Procurement  
Florida Polytechnic University  
4700 Research Way  
Lakeland, FL 33805

### **7.12 Questions**

Any questions concerning this ITN should be directed in writing to Andrea Cashell ([procurement@floridapoly.edu](mailto:procurement@floridapoly.edu)). Questions must be received by **4:00pm on April 20, 2022**.

Interested Parties should not contact any other officials of the University, its Student Housing program, or advisors of the University with regard to this opportunity.

Interested Parties are advised that unauthorized contacts with officials, related parties or advisors of the University may result in elimination of an Interested Party from this ITN process.

### **7.13 Addenda**

Any addenda or instructions issued by the University prior to the time for receiving proposals shall become a part of this proposal. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum. The University is under no obligation to contact Private Entities for clarification but reserves the right to do so.

### **7.14 Disclaimer**

The University reserves the right to request additional information, or clarifications of material submitted by your firm during the ITN selection process.

Any representations or statements made within this ITN shall not be considered a contractual obligation by the University and your team entities shall not be entitled to rely upon them. The University reserves the right to reject any and all submittals and to identify and select the firm which the University, in its sole and absolute discretion, deems most qualified.

The Private Entities shall be solely and totally responsible for all costs associated with responding to this ITN, and the University accepts no responsibility with regard thereto. Submissions will become the property of the University.

## **8. EVALUATION FACTORS AND PROCESS**

The purpose of this ITN is to allow Private Entities to provide a detailed proposal in a format that allows the University to facilitate a fair evaluation of each submission. The University's evaluation of each ITN Response will be based on the information provided, additional information requested by the University, and information obtained from references and independent sources. Any information a Private Entity deems essential to the evaluation of the services offered, for which no provision is made in the ITN, should be clearly stated in the Response. While the University reserves the right to request additional information or clarification from Private Entities at any time in the process, Private Entities should not assume that they will be allowed to amplify or modify their initial written proposal. The initial proposal must be a clear and easy-to-understand explanation of the services, benefits, and Partnership opportunities offered and should include information as to how all specifications will be met.

Florida Poly desires to engage in a Partnership with a Private Entity who, in the University's sole discretion, it believes demonstrates the ability to serve as a high-quality partner to the University, advance Florida Poly's strategic priorities, and provide a Partnership / funding approach that is competitive in the marketplace and well-received (in the University's sole opinion) by the University Board of Trustees and the Florida Board of Governors.

The University evaluation committee will evaluate responses in accord with the requirements and criteria set forth in this Solicitation, including any Addenda issued. The University may award the Contract to the Successful Respondent submitting the Response determined to be the most advantageous to the University.

#### EVALUATION CRITERIA:

- Project Experience and References
- Partnership / Financial Approach
- Design, Budget, and Schedule
- Contractual Terms and Conditions

Additional context for some of these criteria is provided below:

#### Project Experience and References

- Experience of the Private Entity in executing on-campus, student housing public-private partnerships;
- Experience of the subcontractors in delivering on-campus student housing projects;
- Experience of the Private Entity and partners/subcontractors in executing public-private partnerships together; and,
- Experience of the Private Entity and subcontractors in delivering on-campus student housing projects in the State of Florida.

#### Partnership / Financial Approach

- Completeness of proposal;
- Consistency with the strategic priorities and Project parameters described by Florida Poly;
- Competitiveness of Partnership model and financial strength of the Project;
- Compensation structures for Florida Poly and the Private Entity; and,
- Alignment with Florida Board of Governors P3 Guidelines.

#### Design, Budget, and Schedule

- Project design that aligns with the program objectives and meets the architectural guidelines set forth by Florida Poly;

- Project design that contributes to the architectural beauty of the site and surrounding buildings;
- Project design that balances architectural beauty and Florida Poly’s objective to provide an on-campus, cost-effective housing solution to students;
- Project design that balances architectural beauty and a development budget that supports the financial strength of the Project; and,
- Project delivery that ensures that achievement of the targeted schedule is feasible.

Additionally, the University reserves the right to contact references from other University partners and may request a site visit to a property developed, operated, and/or maintained by the Private Entity before selecting of a finalist.

Following selection of a finalist(s), the University reserves the right to modify Project requirements or scope set forth in the ITN as deemed in the best interest of the University. The University makes no representations of any kind that an award will be made as a result of this ITN. The University reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, to request clarification of proposal data and/or delete any item/requirements from this ITN when deemed to be in University’s best interest.

## **9. ADDITIONAL PROCUREMENT REQUIREMENTS AND NOTICES OF CONTRACT PROVISIONS**

The Procurement Department representative and sole point of contact (“POC”) for this solicitation is:

Andrea Cashell  
Director of Procurement  
Florida Polytechnic University  
Email: [procurement@floridapoly.edu](mailto:procurement@floridapoly.edu)  
Phone: 863-874-8583

Respondents are advised that from the date of issuance of this solicitation until award of the contract, **no contact with university personnel other than the POC related to this solicitation is permitted. All communications must be directed to the Procurement Department representative listed above. Any unauthorized contact will result in the disqualification of the Respondent’s submittal.**

Respondents are fully responsible for obtaining the complete solicitation, including all attachments, addenda (if issued), and other information by visiting the **Florida Poly Procurement**

**website:** <https://floridapoly.edu/procurement/solicitations.php> It is recommended that you bookmark this web site and visit it frequently as information can change or Addendums may be uploaded without warning.

If a Respondent desires an explanation or clarification regarding the meaning or interpretation of this solicitation, the Respondent must request the information by writing an email to the POC prior to the “Written request for questions due date” as stated in the Timetable in I.B. above. The University’s response to the questions will be issued in the form of an Addendum to this ITN and will be posted to the Florida Polytechnic University Procurement website identified above. All University issued addenda to this competitive solicitation must be signed by Respondent and submitted as part of its response. Failure to do so may disqualify Respondent’s response.

Any changes or clarifications to the ITN requirements and the responses to written questions will be issued by official addendum. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the Florida Poly sole POC in the official addendum format. Where there appears to be a conflict between the solicitation and any addenda issued, the last addendum issued will prevail.

## **10. SPECIAL CONDITIONS**

**Attention Private Entity:** Any Private Entities who received this ITN from the Department of Procurement or Private Entities who have downloaded this ITN from Florida Poly Procurement website <https://floridapoly.edu/procurement/index.php> are solely responsible to check the Florida Poly Procurement web site forty-eight (48) hours before the closing time of this Invitation to Negotiate to verify that they have downloaded any and all addenda that may have been issued for this ITN.

### **10.1 OPENING NOTE TO PRIVATE ENTITIES**

Private Entity’s proposal to this **Invitation to Negotiate** shall be delivered to the ***Director of Procurement, Florida Polytechnic University, 4700 Research Way, Lakeland, Florida 33805***, no later than **4:00 P.M. on May 20, 2022**. The University shall not extend or waive this time requirement for any reason whatsoever. Proposals that arrive after **4:00 P.M. on May 20, 2022** will be rejected in the University’s sole discretion. These proposals will be returned unopened to the Private Entity. Proposals and/or amendments **will not** be accepted at any time via facsimile or electronic mail.

If the Private Entity elects to mail/ship its ITN Proposal package, the Private Entity must allow sufficient time to ensure the University’s proper receipt of the proposal package by the time

specified above. **Regardless of the form of delivery, it is solely the responsibility of the Private Entity to ensure that the ITN Proposal package arrives at the University's Procurement Department no later than 4:00 P.M. on May 20, 2022.**

ITN Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposals submission time and date shown above.

ITN Proposals must be delivered in sealed envelopes/packages clearly marked: **ITN Proposal No. 22-022.**

**All proposals submitted must include on our standard Invitation to Negotiate Form signed.**

## **10.2 INQUIRIES**

The University will not give verbal answers to inquiries regarding negotiation considerations or verbal instructions prior to or after the selection process of this ITN. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any cost incurred by the Private Entity in connection with the preparation, production, or submission of their ITN Proposal including any increased costs resulting from the Private Entity accepting verbal direction. All University changes to the ITN terms or specifications, if necessary, shall be made by the University by written addendum to the Invitation to Negotiate and distributed electronically by e-mail and posted on the Department of Procurement web site only.

Note: Private Entities are responsible to ensure that the University has their point of contact as well as their name, title, company name, address, telephone, and e-mail address in order to receive any addenda via e-mail.

## **10.3 QUESTIONS ABOUT ITN - POINTS OF CONTACT**

**Any questions concerning this Invitation to Negotiate should be directed to Andrea Cashell via e-mail at [procurement@floridapoly.edu](mailto:procurement@floridapoly.edu). Phone: (863) 874-8583.**

**ALL QUESTIONS MUST BE SUBMITTED IN WRITING VIA EMAIL BY 4:00 P.M. April 20, 2022.**

## **10.4 ADDENDA**

Florida Poly Procurement may issue written addenda prior to the proposal opening date, supplementing, modifying or interpreting any portion of this Invitation to Negotiate. No verbal or written information from any source other than the addenda issued by the Department of

Procurement is authorized as representing the University.

**Private Entity's failure to return any and all addenda may result in disqualification of that Private Entity's Invitation to Negotiate.**

**PLEASE NOTE: It is solely the Private Entity's responsibility to check the Florida Poly Procurement Web site at**

**<https://floridapoly.edu/procurement/solicitations/index.php>**

**forty-eight (48) hours before the closing time of this proposal to verify that the Private Entities have received any addenda that may have been issued.**

## **10.5 AWARD**

Proposals will be evaluated based on the requirements set forth in this Invitation to Negotiate. The University reserves the right to reject any or all proposals.

Private Entities may be required to answer questions and may be required to make a presentation to the evaluation committee regarding their qualifications, experience, service, and capability to furnish the required service(s).

The award(s) shall be made by the University to the most responsive and responsible Private Entity whose final proposal is determined to be the most advantageous to the University taking into consideration price and other criteria as set forth in the Invitation to Negotiate.

## **10.6 PROPOSAL TABULATION**

Proposal tabulation will be available after award and will be posted on the Procurement website. The proposal tabulation is an accounting of initial proposal information received relative to requested information and may not include price information. Proposal results will not be given out over the telephone.

## **10.7 THE INVITATION TO NEGOTIATE PROCESS**

The ITN process is a flexible procurement process that is used when highly specialized and or variable services or products are required. Negotiations offer an opportunity for selected Private Entity(ies) to discuss their proposals with an evaluation committee. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the University. Only representatives of the participating Private Entity who are

authorized to negotiate and make agreements shall be involved in negotiations on the Entity's behalf.

## **10.8 PROTESTS**

Any Private Entity or interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this ITN or contract award and who wants to protest such specifications, decision, or intended decision must file a protest in compliance the Florida Board of Governors' regulations. Failure to file a protest in accordance with Florida Board of Governors' regulation 18.002, or failure to post the bond or other security as required in BOG regulations 18.002 and 18.003 will constitute a waiver of protest proceedings.

The intent to award to a Private Entity, if any, will be posted on the website for review by interested parties, and will remain posted for a period of seventy-two (72) hours; excluding weekends, federal holidays, and University holidays. Failure to file a protest in accordance with the above stated regulations will constitute a waiver of protest proceedings.

## **10.9 EVALUATION CRITERIA**

Evaluation to award contract to a Private Entity will be based on Section 8- Evaluation Factors and Process and submitted per Section 7 – Submittal Requirements. **Any information a Private Entity deems essential to the evaluation of all offers made in its proposal, for which no provision is made in the ITN, should be clearly stated in the proposal.** While the University reserves the right to request additional information or clarification from Private Entities at any time in the process, Private Entities should not assume that they will be allowed to amplify or modify their initial written proposal. The initial proposal must be a clear and easy to understand explanation of the Project, design, financial offerings, products, services, benefits and prices offered and should include information as to how all requirements will be met.

## **10.10 NEGOTIATION WITH PRIVATE ENTITIES**

To identify Private Entities for negotiations, submitted proposals will be evaluated, presentations may be requested, visits to Private Entities' past projects may be conducted and references may be verified and reviewed. The University will compare the proposals according to the evaluation criteria described in Section 8 for the purpose of identifying the most favorable proposals for further negotiations.

Private Entities may be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected Private Entities to discuss their offers and proposals in further detail

with the University. Selected Private Entities may be given the opportunity to refresh their initial offers. Refreshed proposals allow Private Entities to improve their offers, both as to services and cost. This allows the University to secure the Project and services which best meet its needs, at highly competitive and favorable terms. At the conclusion of this negotiation process, the University may ask selected Private Entities to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. Invitation to submit a best and final offer is not automatic. After this best and final offer a final Private Entity(ies) may be selected to receive the award pending successful negotiation of final project agreements.

#### **10.11 ACKNOWLEDGEMENT FORM**

All proposals shall be submitted using the Florida Polytechnic University Invitation to Negotiate Acknowledgement form as a cover to be considered for an award of the proposal. The form shall be completed in ink or typewritten, signed by an authorized signatory of the Private Entity and returned with the proposal in a sealed envelope. Private Entity is responsible for marking the outside of the sealed envelope with the proposal number and the opening date.

The Invitation to Negotiate Acknowledgement form and all related pages is a legal document and cannot be altered by the Private Entity in any way. Any alteration made by a Private Entity may disqualify the proposal and the proposal may be considered invalid. Any necessary changes to an Invitation to Negotiate document will be implemented by written addenda to the proposal issued by the Department of Procurement. .

#### **10.12 RIGHT TO NEGOTIATE**

Upon evaluation of the proposals, the University has the right to enter into negotiations with one or multiple Private Entities that appear to have submitted proposal(s) that best meet the needs and requirements of the University.

If for any reason a Private Entity(ies) and the University cannot arrive at a mutual agreement that would result in the issuance of a contract, the University reserves the right to terminate negotiations, to reject the proposal(s), and to continue negotiations with other responsive Private Entities that may lead to the issuance and award of a contract.

#### **10.13 PRIVATE ENTITY'S RESPONSIBILITY**

It is understood and the Private Entity hereby agrees that it shall be solely responsible for all services that it proposes, notwithstanding the detail presented in the Invitation to Negotiate.

#### **10.14 PRIVATE ENTITY'S EXPENSE**

All proposals submitted in response to the ITN must be submitted at the sole expense of the Private Entity, whether or not any agreement is signed as a result of this Invitation to Negotiate. Private Entities will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

#### **10.15 NUMBER OF PROPOSALS SUBMITTED**

**Private Entity shall submit 1 original and 6 copies of its proposal – with the original being clearly marked as “Original.” Private Entities must also submit one (1) Electronic copy (not email) preferably on a thumb/flash drive that accompanies the proposal.** Proposals that do not include all of the requested copies, including the electronic copy, may be disqualified at the sole discretion of the Florida Polytechnic University.

#### **10.16 PROPOSAL REJECTION**

The University has the right to reject any or all ITN proposals and in particular to reject an ITN proposal not accompanied by information required by the Invitation to Negotiate or an ITN proposal in any way incomplete or irregular including the omission of pricing information. Conditional ITN proposals may be considered non-responsive.

#### **10.17 OPEN COMPETITION**

The University encourages free and open competition among Private Entities. Whenever possible, specifications, invitations to negotiate, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University's needs and the accomplishment of a sound economical operation. The Private Entity's signature on their ITN proposal guarantees that the proposals have been established without collusion with other Private Entities and without effort to preclude the University from obtaining the lowest possible competitive contract.

#### **10.18 ORAL PRESENTATION**

After ITN proposals have been opened, Private Entities submitting ITN proposals may be requested, at the sole option of the University, to make oral presentations or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Private Entity to clarify the proposal. Oral presentations may be recorded. Recorded oral presentations and written clarifications will be affixed to the Private Entity's ITN proposal and become part of the same as if originally submitted.

### **10.19 MISTAKES**

Private Entities must check their proposals for any errors. Failure to do so will be at the Private Entity's risk.

In the event a mistake results in the written request of a Private Entity to withdraw any part of its proposal, the Private Entity must withdraw the entire proposal package and the University will not consider that proposal for award of ANY of the subject ITN. This applies to all requests for withdrawal. The only exception to this policy would be a case where the mistake was the result of misinformation unknowingly supplied by the University. In this event, a waiver of policy must be approved by the Procurement Office whose decision shall be final.

### **10.20 RIGHT TO TERMINATE**

In the event any of the provisions of the contract are violated by the successful Private Entity such that they constitute an Event of Default, the University may serve written notice upon the Private Entity of its intention to terminate the contract. Such notice will state the reason(s) for the intent to terminate the contract. If the violation does not cease and satisfactory arrangements for correction are not made within a defined period after the notice is served upon the Private Entity which will be defined in the contract, the contract shall cease and terminate. The liability of the Private Entity and/or his surety for any and all such violation(s) shall not be affected by any such termination.

### **10.21 FORCE MAJEURE**

No default, delay or failure to perform on the part of the either party 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 governmental authorities; epidemics; acts of terrorism; war; embargoes; fire; earthquake; acts of God; or 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.

### **10.22 FEIN NUMBER**

Private Entities MUST supply their Federal Employee Identification Number or Social Security number upon award.

### **10.23 W-9 (W-8BEN for Foreign Private Entities) FORM**

Awarded Private Entities will be asked to complete and return a Florida Poly Substitute W-9 (W-8 Form for foreign Private Entities).

**NOTE: The W-9 or W8BEN statement must be completed and signed before a contract can be approved.**

#### **10.24 STANDARDS OF CONDUCT**

It is a breach of ethical standards for any employee of the University to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It is also a breach of ethical standards for any potential Private Entity to offer an employee of the University a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

#### **10.25 AMERICAN WITH DISABILITIES (ADA)**

The Private Entity awarded a contract pursuant to this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

**NOTE:** If special accommodations are required in order to attend any event or meeting in conjunction with this Invitation to Negotiate, please notify Department of Procurement at (813) 974-2481 at least five (5) working days prior to the scheduled event.

#### **10.26 PUBLIC RECORDS**

To the extent that Successful Respondent meets the definition of “contractor” under section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Successful Respondent must comply with publicrecords laws, including the following provisions of section 119.0701, requiring Contractor to:

1. Keep and maintain public records required by University to perform the service.
2. Upon request from the University’s custodian of public records, provide the University with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that confidential information or records that are exempt from public records disclosure are not disclosed except as authorized by law for the duration of the agreement, renewals, and following completion of the contract if Successful Respondent does not transfer the records to University.
  - a) Upon completion of the Agreement, transfer, at no cost, to University all public

- records in possession of Successful Respondent or keep and maintain public records required by University to perform the service.
- b) If Successful Respondent transfers all public records to University upon completion of the contract, Successful Respondent must destroy any duplicate confidential information or records that are exempt from public records disclosure.
  - c) If Successful Respondent keeps and maintains public records upon completion of the Agreement, Successful Respondent must meet all applicable requirements for retaining public records.
  - d) All records stored electronically must be provided to University, upon request from the University's custodian of public records, in a format that is compatible with the information technology systems of the University.
4. Third parties requesting to inspect or copy public records relating to this agreement must be made directly to University. If University does not possess the requested records, University will notify Successful Respondent of the request, and Successful Respondent must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
5. **IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Florida Polytechnic University  
Attention: General Counsel  
4700 Research Way  
Lakeland, FL 33805  
[ogc@floridapoly.edu](mailto:ogc@floridapoly.edu)  
(863) 874-8412

6. The University may inspect the:
- a) Financial records, papers, and documents of the Successful Respondent that are directly related to the performance of the contract or the expenditure of state funds.
  - b) Successful Respondent's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of the agreement or to ensure that the terms of the agreement are being met.
  - c) The Successful Respondent must provide such records, papers, and documents requested by the University within 10 business days after the request is made.
- 1) The right of access in this provision is not limited to the required retention period but continues as long as the records are retained.

### **10.27 EQUAL OPPORTUNITY STATEMENT**

The University believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination based on race, creed, color, sex, age, national origin, religion or disability. To be considered for inclusion as a Private Entity under the contract, the Private Entity commits to the following if awarded the contract:

- a. The provisions of Executive Order 11246, September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value. See attached.
- b. If the Private Entity expects to receive \$25,000 in Revenues during the first 12 months of the contract, a complete "Certificate of Non-Segregated Facilities" shall be attached to the bid response.
- c. If the Private Entity expects to receive \$60,000 in Revenues during the first 12 months of the contract and employs more than 50 people, standard form 100 (EEO-1) must be filed prior to March 1 of each year.
- d. If the Private Entity expects to receive \$60,000 in Revenues during the first 12 months of the contract and employs more than 50 people, a written program for affirmative action compliance must be maintained by the Private Entity, subject to review upon request by the user agencies of this agreement.

### **10.28 PUBLIC ENTITY CRIMES**

Any person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in the Florida Statutes section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted Private Entity list.

### **10.29 LOBBYING**

The expenditure of funds from Grants and Aids Appropriations, for the purpose of lobbying the

Legislature or a State Agency, is prohibited. This condition is applicable to Florida State appropriated grants and aids

### **10.30 AFFIRMATIVE ACTION**

As a condition of the contract, the Private Entity agrees to comply with Section 202, Executive Order 11246, as amended by Executive Order 11375, and regulations published by the U.S. Department of Labor implementing Section 503 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, which are incorporated herein by reference.

### **10.31 TAXES**

The State of Florida, and the University, is a tax immune sovereign and exempt from the payment of sales, use or excise taxes. The Private Entity shall pay all personal property taxes on leased equipment and all taxes based upon net income.

### **10.32 LICENSES**

In the event either party is required to obtain from any governmental authority any permit, license, or authorization as a prerequisite to performing its obligations hereunder, the cost thereof shall be borne by the party required to obtain such permit, license, or authorization.

### **10.33 CERTIFICATION**

In accordance with Section 112.3185, Florida Statutes, the Private Entity hereby certifies that to the best of his knowledge and belief no individual employed by him or subcontracted by him has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Private Entity shall be grounds for cancellation of this Agreement by the University.

### **10.34 INDEMNIFICATION**

Private Entity agrees to indemnify and hold free and harmless, and defend the State of Florida, the State Board of Education, the State Board of Governors, the Florida Polytechnic University, and the Florida Polytechnic University Board of Trustees, a public body corporate, and their officers, employees, agents, and advisors from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the presence, activities and promotions of every kind and nature whatsoever of Private Entity

and/or Private Entity's officers, employees, agents and contractors, in connection with this Agreement.

### **10.35 INSURANCE**

- a. The Private Entity shall not commence any work in connection with this contract until obtaining, at a minimum, all of the types of insurance enumerated below and having such insurance approved by the University. The Private Entity shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained. All insurance policies shall be with insurers qualified to do business in Florida. The Private Entity shall furnish the University proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name the Florida Polytechnic University Board of Trustees, State Board of Governors and the State of Florida as additional named insureds.
- b. The Private Entity must secure and maintain, during the life of this agreement, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is sublet, the Private Entity shall require the insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Private Entity's insurance. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in work under his contract at the site of the Project is not protected under Workers' Compensation statute, the Private Entity shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the University, for protection of the employees not otherwise protected.
- c. The Private Entity must secure and maintain during the life of the Agreement, COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE which shall protect the Private Entity and its officers, employees, servants, agents, and University from claims for damages and personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement whether such operations be by the Private Entity or by anyone directly or indirectly employed by the Private Entity and the amounts of such insurance shall be for, at a minimum, the amounts as follows:

#### **Commercial General Liability**

Each occurrence limit	\$ 1,000,000
General Aggregate	\$ 2,000,000

#### **Business Auto Liability Insurance**

Combined Single limit \$ 1,000,000

**Umbrella or Excess Liability** \$12,000,000

- d. The University is exempt from paying, and is in no way liable for, any sums of money which may represent a deductible in any Private Entity's insurance policy. The payment of such deductible is solely the responsibility of the Private Entity obtaining the insurance.
- e. The Private Entity must secure and maintain the following during the life of the Agreement for the Design, Construction, and Development of the project:
  - 1. Professional Liability Insurance- \$3,000,000
  - 2. Builder's Risk Insurance- Replacement Value
  - 3. Performance Bonds- Construction Contract Amount
  - 4. Payments Bonds- Construction Contract Amount
  - 5. Exclusions and deductibles to the above requirements are not allowed

### **10.36 RELATIONSHIP OF PARTIES**

It is understood and agreed that nothing herein contained is intended, or should be construed, as creating or establishing the relationship of partners or joint ventures, or any similar relationships between the parties hereto, or as constituting Private Entity as the agent or representative of the University for any purpose in any manner whatsoever. Private Entity is not authorized to bind University to any contracts or other obligations. Private Entity shall not expressly or impliedly represent to any party that Private Entity and University are partners or that Private Entity is the agent or representative of University or of the Board of Trustees for any purpose or in any manner whatsoever.

### **10.37 TECHNOLOGY PROVIDED**

The University's expectation is that Private Entities shall provide the most current available technology in the execution of the terms and conditions and in providing all services related to the contract.

### **10.38 MINORITY BUSINESS ENTERPRISE (MBE)**

The University actively encourages the continued development and economic growth of small, minority, service-disabled veterans and women-owned businesses. Central to this initiative is the participation of a diverse group of Private Entities doing business with the University. To this end, it is vital that small, minority, service-disabled veterans and women-owned business enterprises

participate in the State's procurement process as both **prime contractors and subcontractors**. Small, minority, service-disabled veterans and women-owned business enterprises are strongly encouraged to submit replies to solicitations, or to contact larger suppliers about subcontracting opportunities.

### **10.39 CONDITIONS AND PROVISIONS**

The University reserves the right to reject any and all proposals and to waive minor variances from the requirements set forth in this ITN. The University at its sole discretion will select the proposal it deems is in the best interests of the University.

### **10.40 FEDERAL DEBARMENT**

By signing the proposal, the Private Entity certifies, to the best of its knowledge or belief, that the Private Entity and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or have a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three-year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

### **10.41 CONFLICT OF INTEREST**

The award hereunder is subject to the provisions of Chapter 112, of the Florida Statutes. All Private Entities must disclose with their response to this ITN the name of any officer, director, or agent who is also an employee of the University. Further, all Private Entities must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Private Entity's firm or any of its branches.

By submitting a response to this ITN without such information, the Private Entity certifies that to the best of its knowledge and belief no individual employed by or subcontracted by the Private Entity has an immediate relation to any employee of the University who was directly or indirectly involved in the procurement of said services. Violation of this section by Private Entity shall be grounds for cancellation of the Contract.

### **10.42 PATENTS COPYRIGHTS, TRADEMARKS, ROYALTIES AND OTHER INTELLECTUAL PROPERTY**

To the extent that intellectual property of Private Entity will be sold or licensed as a part of the

products or services offered, the Private Entity, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, trademarked or unpatented invention, process, or article manufactured or supplied by the Private Entity.

#### **10.43 COMPLIANCE WITH LAWS**

Private Entity shall comply with applicable Federal, State, and local laws and regulations and University Regulations and Policies with respect to its participation in the ITN process. If Private Entity receives an award as a result of the ITN, Private Entity shall continue to comply with the foregoing laws, regulations, and policies.

If Private Entity fails to comply with the requirements of this ITN, the University, in its sole discretion, may disqualify Private Entity, or, if Private Entity has been awarded a contract pursuant to the ITN, the University, in its sole discretion, may determine that Private Entity is in default.

#### **10.44 AVAILABILITY OF FUNDS**

The University's performance and obligation to pay under the contract is contingent upon an annual appropriation by the Legislature.