



FLORIDA POLYTECHNIC
UNIVERSITY

COMPETITIVE SOLICITATION

22-016 INVITATION TO NEGOTIATE

TEMPORARY STUDENT HOUSING

ISSUED: FEBRUARY 25, 2022

RESPONSES DUE: MARCH 09, 2022

Florida Polytechnic University

4700 Research Way Lakeland, FL 33805-8531 | 863.583.9050 | 863.874.8711 | FloridaPolytechnic.org

**SUBMIT OFFER TO:
FLORIDA POLYTECHNIC UNIVERSITY**

Digital: bids@floridapoly.edu
 Hardcopy: 4700 Research Way
 Lakeland, FL 33805

Phone: 863-874-8428
 Website: [Procurement Department](#)

Your submission must be received and finalized prior to the closing time on

March 9, 2022

We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the closing time to finalize your submission. See **Section III** for full submittal instructions.

Florida Polytechnic University

INVITATION TO NEGOTIATE TEMPORARY STUDENT HOUSING Acknowledgement Form

Page 1 of 11 Pages		OFFERS ARE DUE: MARCH 9, 2022	ITN NO. 22-016
UNIVERSITY PUBLISHING DATE: 2/25/2022		ITN TITLE: TEMPORARY STUDENT HOUSING	
FEDERAL EMPLOYER IDENTIFICATION NUMBER			
RESPONDENTS NAME			
RESPONDENTS MAILING ADDRESS			
CITY - STATE - ZIP CODE		POSTING OF RESPONSE TABULATIONS 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.	
AREA CODE	TELEPHONE NUMBER		
	FAX:		
	EMAIL:		

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 |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> PRIDE |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

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 Respondents and that the Respondents 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 Respondents offers and agrees that if the offer is accepted, the Respondents 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 Respondents.

**AUTHORIZED SIGNATURE
(MANUAL/DIGITAL)**

AUTHORIZED SIGNATURE (TYPED), TITLE

GENERAL CONDITIONS

1. **SEALED OFFERS:** All offers must be executed and submitted as specified in Section III. Offer prices not submitted when required will be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at Florida Poly's sole discretion, with respect to any other terms and conditions.
2. **EXECUTION OF OFFERS:** Offers must contain a manual or digital signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed. All corrections to prices made by the Respondent are to be initialed.
3. **PRICES, TERMS AND PAYMENT:** Company prices will be negotiated and include all services rendered to the purchaser.
 - a) **Discounts:** Cash discount for prompt payment will not be considered in determining the lowest net cost for offer evaluation purposes.
 - b) **Mistakes:** Respondents are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the Respondent's risk.
 - c) **Invoicing and Payment:** All Respondents must complete a Supplier Application Form and have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.
4. **RESPONDENTSS:** Respondents will submit properly certified original invoices to:

Accounts Payable
4700 Research Way
Lakeland, FL 33805
accountspayable@floridapoly.edu

Invoices for payment must be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices will be in accordance with the price stipulated in the contract. Invoices will reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses will be submitted in accordance with the State of Florida travel rates at or below those specified in section 112.061, Florida Statutes, and applicable Florida Poly policies or regulations.

Final payment will not be made until after the contract is complete unless the University has agreed otherwise.

5. **VENDOR OMBUDSMAN:** A vendor ombudsman position has been established within the Florida Poly Division of Finance. It is the duty of this individual to act as an advocate for Suppliers who may be experiencing problems in obtaining timely payments(s) from Florida Polytechnic University. The vendor ombudsman can be contacted at 863-874-8448 or by mail to the:

Department of Finance
4700 Research Way
Lakeland, FL 33805

The ombudsman will review the circumstances surrounding non-payment to determine if an interest payment is due, the amount of the payment; and, will ensure timely processing and submission of the payment request in accordance with University policy.

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**FLORIDA POLYTECHNIC UNIVERSITY
BOARD OF TRUSTEES
INVITATION TO NEGOTIATE
ITN 22-016 TEMPORARY STUDENT HOUSING**

DUE DATE: MARCH 9, 2022; 2:00 PM Eastern Time

Section I – Overview

A. General Information and Summary

Florida Polytechnic University is a public research institution with a mission to educate students emphasizing science, technology, engineering, and math (STEM) in an innovative, technology- rich, and interdisciplinary learning environment. The University collaborates with industry partners to offer students real-world problem-solving, work experience, applied research, and business leadership opportunities. Florida Poly is institutionally accredited, with several Accreditation Board for Engineering and Technology, Inc. (ABET)-accredited programs, and is ranked by U.S. News & World Report as the #1 public college in the south and the #26 engineering college (without a Ph.D.) in the nation.

The University’s website, <http://www.floridapoly.edu> provides additional information, which may be useful to the Respondent.

B. Timetable

The estimated schedule and deadlines for this solicitation and contract award are projected as follows:

<u>Date/Time</u>	<u>Activity</u>
02/25/2022	Solicitation Issued
03/02/2022 4:00 PM (ET)	Written request for questions due date
TBD	Estimated University response to questions
03/09/2022 2:00 PM (ET)	Submittal Due Date
TBD	Intent to Award Contract

C. Attachments/Exhibits

The following attachments are hereby incorporated by reference and made part of this ITN:

- Attachment A – Certification Form
- Attachment B – Terms and Conditions
- Attachment C – E-Verify Certification

D. Contact Person

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

Laura E. Marrone
Associate Director, Procurement
Email: bids@floridapoly.edu
Phone: 863-874-8591

Respondents are advised that from the date of issuance of this solicitation until award of the contract, **no contact with university personnel related to this solicitation is permitted. All communications are to 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 applicable), and other information by visiting the Florida Poly Procurement website:

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

It is recommended that you bookmark this web site and visit it frequently as information can change or Addendums are uploaded.

Explanation(s) desired by respondent(s) regarding the meaning or interpretation of this solicitation must be requested from the above-named contact person in writing via email prior to the "Written request for explanation due date" as stated in the above Timetable. The explanation response will be issued in the form of an Addendum and posted to the Florida Polytechnic University Procurement website as identified above. All addenda must be signed and submitted as part of your response. Failure to do so may disqualify your response.

Any changes or clarifications to requirements or 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.

E. Public Records

To the extent that Contractor meets the definition of "contractor" under section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records 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 this agreement, renewals, and following completion of the contract if Contractor does not transfer the records to University.
 - a) Upon completion of this Agreement, transfer, at no cost, to University all public records in possession of Contractor or keep and maintain public records required by University to perform the service.
 - b) If Contractor transfers all public records to University upon completion of the contract, Contractor must destroy any duplicate confidential information or records that are exempt from public records disclosure.
 - c) If Contractor keeps and maintains public records upon completion of this Agreement, Contractor 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 Contractor of the request, and Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

5. The University may inspect the:
 - a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the contract or the expenditure of state funds.
 - b) Contractor's programmatic records, papers, and documents which the University determines are necessary to monitor the performance of this agreement or to ensure that the terms of this agreement are being met.
 - c) The Contractor 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 lasts as long as the records are retained.
6. The terms of section 6 are material terms of this agreement, and failure to comply may result in termination and/or civil penalties.

Section II – Scope of Services

Florida Polytechnic University Board of Trustees (the "University") is requesting responses from qualified local Housing/Apartment /Rental Leasing Agencies and/or Hotels to provide a temporary housing solution for an over-flow of students at Florida Poly. The proposed property must be within twenty (20) miles from Florida Polytechnic Main Campus, 4700 Research Way, Lakeland, FL. Please provide your solution to accommodate anywhere between a minimum of approximately 15 to 100 beds. Please include in your response a variety of leasing options which may include direct student leasing of beds as well as the University involvement in an agreed upon leasing structure. which may include University and the Respondent. Florida Poly must have units secured from August 1, 2022 – May 2023 and is willing to extend the date to begin sooner and end later, if necessary.

Please provide a detailed response to include your solution (if any) to the following:

- i. What type of Parking is available?
- ii. Does each person receive a parking spot?
- iii. Include all amenities that come with the lease? Washer/dryer? Pool? Fitness Center?
- iv. Are utilities included in monthly rent?
- v. If not, what utilities are the tenants responsible for?
- vi. Do you offer/provide shuttle services?
- vii. What type of security is provided?
- viii. Provide a description of each proposed unit and the monthly cost for each unit?
- ix. Provide a description of any additional fees, charges.
- x. Please provide a copy of a leasing agreement.
- xi. Please include any value adds and/or optional services.

Section III – Submittal Information and Instructions

Submittals must be made in the official name of the company or individual under which business is conducted. All documents requiring signature, including the "Certification Form" (see **Attachment A**) and the "Acknowledgement Form" must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation responding to this solicitation.

Submit an electronic version of your proposal on or before the due date to: bids@floridapoly.edu

Note: If you are planning to hand deliver your, please take it to our Mail Room located at 4550 Polytechnic Circle, Lakeland FL 33805

All required signed and completed copies of the response must be received by the University by the due date and time as stated in the above Timetable. **Late or incomplete submittals will not be accepted.**

CAUTION: The "Certification Form" (see **Attachment A**) and "Acknowledgement Form" must be signed and submitted as part of your response. **Failure to do so will disqualify your response.** Additionally, all addenda (if applicable) must be signed and submitted as part of your response.

The original response is to be submitted with the appropriate tab identification as requested in this solicitation. All copies must be securely bound with appropriate tab identification. The original and all copies must be submitted in a sealed box/envelope. The outer carton of the sealed box/envelope must include the company name and address, solicitation number and name, and due date.

Responses must be complete; partial or incomplete responses may not be considered. Responses should be clear, concise, and relevant, and not refer the University to electronic media such as websites. Information submitted that is not requested by the University may be considered supplemental, and not subject to evaluation.

Respondents must format their responses utilizing the following tab system with requested information contained in each. The original and all copies must be submitted with the appropriate tab identification. Failure to comply may result in a negative review of your response and may place your response in jeopardy.

Florida Poly is subject to chapter 119, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to

Chapter 119, Florida Statutes exists. Submitted material which is marked as confidential will be treated as confidential by Florida Poly only to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law.

Tab A: Essential Documents

1. Signed "Certification Form" (see **Attachment A**)
2. Signed "Contractual Services Acknowledgement Form" (page 1 of this ITN document).
3. Signed E-Verify Form
4. A copy of the respondent's current Business License/Registration Certificate from the appropriate governing board. The respondent must be properly registered at the time of submittal to practice in the State of Florida.

Tab B: Executive Overview

1. Provide basic information including the name of the company; street, mailing and e-mail addresses; telephone and fax numbers; website; and a primary contact relative to this submittal.
2. Provide the number of years the company has been in business, form of ownership, and the state of residency or incorporation. If the company has multiple offices, primarily include information about the office that will provide the services described herein.
3. Disclose if the company has ever declared bankruptcy, declared insolvent, or placed in receivership. If yes, attach a statement indicating the bankruptcy or receivership date, court jurisdiction, trustee's or receiver's name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy or receivership.
4. Attach detailed information regarding any litigation or claims of more than \$25,000.
5. Disclose any conflicts of interest or limitations that may exist should the company be selected to provide services to the University. Please also describe the company's approach to handling potential conflicts of interest.

Tab C: Financial Proposal

Offer shall provide a complete description of all costs for services. Fully describe and explain any optional services that Offeror will provide that are not part of the mandatory services.

Tab D: Addenda

All addenda (if applicable) will be signed and submitted with your response.

Tab E: Sample Lease Agreement Contract

1. Please provide a sample lease agreement for the University to review as part of the evaluation process.

Tab F: Additional Information, Optional Services/ Value Add Information

Please include any additional information and/or Optional/ Value add services.

Section IV – Evaluation, Negotiation, and Contract Award

EVALUATION PROCESS AND CRITERIA

The University's evaluation of each response will be based upon the information provided in the Response, additional information requested by the University, information obtained from references and independent sources, and formal presentations, if requested.

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.

The University reserves the right to reject any and all submittals or portions thereof, to withdraw this solicitation or a portion of this solicitation without making an award, and to waive any irregularities in the responses received.

EVALUATION CRITERIA(S)

Primary Criteria include:

- Offeror Qualifications
- Program Plan – Services Defined
- References and Past Experience
- Financial Proposal

Secondary Criteria include:

Optional /Value Add Services

Note: A Response may be rejected if in the sole judgment of the University it is deemed to be conditional or incomplete.

The Evaluation Committee will convene to jointly and openly discuss the strengths and weaknesses of all responses based on the written responses and additional written information as requested. Each evaluator will then independently evaluate each response and assign a score to each criterion for each respondent.

All respondents are hereby advised that the University may determine that verbal explanations, additional written information, internal staff analysis and

presentations, outside consultants, and/or any other information may be requested at any time during the evaluation process in order to assist the Evaluation Committee with the performance of their duties under this solicitation. The Evaluation Committee may determine as a result of additional information that the impact of this information is significant and will be recorded as such and may be incorporated into the scoring and/or ranking as a revision of the same and at the discretion of the Evaluation Committee.

NEGOTIATIONS AND CONTRACT AWARD

Representatives of the Respondent selected to participate in negotiation will be first **required to submit written authorization from the company CEO, COO, or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations.** Such authorization will be requested immediately after the ranking of the respondents, and the provision of such authorization will be a prerequisite to continuation in the negotiation process. Company negotiators must enter the negotiations prepared to speak on behalf of the company. The University reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session.

Time is of the essence and, therefore, the University retains the right to cease negotiations with any and all companies that do not respond to negotiation issues on a timely basis. The University may reject offers that are determined not to be reasonably supportable. The University reserves the right to select, and subsequently recommend for award, the company which best meets its required needs, quality levels, and budget constraints.

If the University determines that a company awarded a contract based on this solicitation does not honor all agreements reached during the negotiations, the University reserves the right to immediately cancel the award, and to place the company on the University's suspended contractor list.

*******END*******