

contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Florida A&M University or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and Bidders must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person who is adversely affected by the University's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(9). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this bid and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprocurement costs may be charged against your firm. Any violations of these stipulations may also result in:

- a) Contractor's name being removed from the Purchasing vendor mailing list.
- b) All State public entities being advised not to do business with the contractor without written approval of the University until such time as vendor reimburses the University for all reprocurement and cover costs.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this bid, the bidder shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the bidder's facilities at any time with prior notice.

20. DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30a.m. and 1:00p.m. to 4 p.m., excluding State of Florida and University's holidays, unless otherwise specified.

d) Invoices, which have to be returned to a Vendor because of Vendor preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.

21. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

22. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filling, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- a) Record any evidence of visible damage on all copies of the delivering carriers Bill of Lading.
- b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carriers Bill of Lading and damage inspection report.

23. AS SPECIFIED: A purchase order may be issued to the successful bidder with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with specifications as stated herein or fails to meet the University's standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as specified at no additional cost to the University.

24. BID PREPARATION: All costs associated with responding to this ITB are the sole responsibility of the Vendor.

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

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

The Vendor, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to insure the safety and wellbeing of University personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/ purchase orders issued to the Vendor does not protect nor relieve the Vendor of responsibility from any fines or other actions that may be taken as a result of a violation.

27. PUBLIC ENTITY CRIME LAW: In accordance with FLORIDA A&M UNIVERSITY's Regulation 6.005(6): The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision pertaining to contracts administered by a public entity pursuant to Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Bidder in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University pertaining to requests for approval of exceptional purchases, the bond shall be in the amount equal to 10 percent of the University's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. In lieu of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

INVITATION TO BID

Executive Search for Vice President of Institutional Advancement

RFP No.: # 0015-2023

Refer ALL Inquiries to:

Office of Procurement Services
Florida A & M University
2380 Wahnish Way, Room 214
Tallahassee, FL 32307
(850) 599-3203 (Office)
(850) 561-2160 (Fax)

E-mail:

germarlon.hall@famuedu

Bonfire Website:

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

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1.0 SPECIAL CONDITIONS

1.1 CALENDAR OF EVENTS AND PURPOSE OF INVITATION

INVITATION TO BID NO: **RFP 0015-2023**

BID TITLE: **Executive Search for Vice President of Institutional Advancement**

OPENING DATE AND TIME: **February 20, 2023 @ 2:00 p.m.**

PURPOSE:

Florida A&M University is seeking responses to this solicitation for proposals from qualified individuals or firms (“Respondents”) to perform an executive search for the Vice President for Institutional Advancement.

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

Date/Time	Action
2/6/23	Invitation to Bid - Advertised
2/6/23	Invitation to Bid - Released
2/13/23	Deadline for submitting questions and/or inquiries in writing only; preferably by email to (Germarlon.hall@fam.u.edu)
2/16/23	Responses to inquiries and Addenda, if any, will be posted on Bonfire website: https://fam.u.bonfirehub.com/portal/?tab=openOpportunities
2/20/23	Deadline for Bid Response at 2:00 P.M. (ITB opening) Office of Procurement Services, 2380 Wahnish Way, Room 214, Tallahassee, Florida 32307 via Zoom Video Conferencing https://fam.u.zoom.us/j/93120543106 NOTE: All Bid Responses must be submitted via the Bonfire website: https://fam.u.bonfirehub.com/portal/?tab=openOpportunities
2/27/23	Posting of the Intent to Award (or other Notice(s) as Appropriate)
3/2/23	End of 72-hour Protest Period
	DATES SHOWN ARE ESTIMATES AND ARE SUBJECT TO CHANGE

1.2 INVITATION TO BID/BIDDER ACKNOWLEDGEMENT FORM

All bids, Invitation to Bid/Bidder Acknowledgement forms must be submitted to the Florida A&M University, via the Bonfire website, in order to be considered for this award. The form must be properly completed, executed, and returned with the bid by the bidder including all submittals, documentation, brochures or pertinent requirements. For the purpose of this solicitation, the terms

vendor, bidder and contractor have the same meaning. The paragraphs in this Section are numbered for the convenience of the University.

1.3 UNIVERSITY PURCHASING STAFF

The Office of Procurement Services employee named in this paragraph will be responsible for this bid/proposal solicitation including amendments and necessary coordination with University departments and vendors/contractors. Please contact in writing the Procurement staff mentioned below:

(Germarlon Hall), (850)599-8014, E-mail: (germarlon.hall@famu.edu) or (purchasing@famu.edu)

1.4 NOTICES TO VENDORS/CONTRACTORS

The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the purchase order/contract.

1.5 STATE LICENSING REQUIREMENTS

All corporations seeking to do business with the State of Florida shall, at the time of submitting a response to this solicitation, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to FAMU when submitting the bid. The successful bidder, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this solicitation, if any. Partnerships seeking to do business with the State shall, at the time of submitting such a bid, have complied with the applicable provisions of Chapter 620, Florida Statutes.

A Certificate of Status shall be required indicating that the bidder is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the bidder shall contact the Florida Secretary of State's Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or www.sunbiz.org

1.6 AWARD

As the best interest of the Florida A&M University (FAMU) may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive bidder, evaluation of other bids are not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

1.7 TERM OF CONTRACT

The contract resulting from this RFP, if any, will be from **March 9, 2023** or upon full execution of the contract, whichever is later and be completed by **June 30, 2023**.

1.8 PURCHASE ORDER/CONTRACT

The University will issue a purchase order/contract to the successful bidder incorporating by reference all the terms and conditions of this bid solicitation including bid prices. The actual award of this bid is manifested by the issuance of the purchase order/contract to the successful bidder. The successful bidder is not to assume receipt of an award until the purchase order/contract is issued/executed in writing.

1.9 APPROVAL

A purchase order/contract will be issued as a result of this bid with the understanding that all items delivered must meet the approval of the University official mentioned below. Materials not acceptable will be returned for credit. All approvals are made with the understanding that commodities and materials are in conformance with all aspects of the bid specifications. Approving Official: Pamela Lightbourne, Interim Director of Office of Procurement Services.

1.10 POSTING OF BID DOCUMENT/BID TABULATION

- a. Any protest concerning specifications to a solicitation shall be made in accordance with section 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted, in writing, to:

Office of Procurement Services
2380 Wahnish Way, Suite 214
Tallahassee, Florida 32307

- b. Bid tabulations with recommended awards will be posted for review by interested parties on the Bonfire Website: <https://famu.bonfirehub.com/portal/?tab=openOpportunities> and on the FAMU Website: <http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting> and will remain posted for a period of seventy-two (72) hours (three (3) business days). Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted to the address listed above in item a.

All bids accepted by the University are subject to the University's terms and conditions and any and all additional terms and conditions submitted by the bidders are rejected and shall have no force and effect. Offers from the bidders listed herein are the only offers received timely as of the opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

- c. **PROTEST.** Any notice of protest or formal written protest to the award or intended award which is filed before the bid tabulation posting is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits set forth in Section 120.57(3) (b), Florida Statutes.
- d. The University reserves the right to reject any and all bids as may be required in the best interest of the University.
- e. Any notice of protest or formal written protest to any amendment issued by the University must be filed within the time limits set forth in Section 120.57(3) (b), F.S.

1.11 NOTICE OF PROTEST BONDING REQUIREMENT

Any person or company/business who files an action protesting the bid document or a decision or intended decision pertaining to bids, administered by the University pursuant to Section 120.57(3)(b), Florida Statutes, shall post with the University at the time of filing the formal written protest, a BOND payable to the University in an amount equal to ten (10) percent of the total volume of the contract or \$10,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the University may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

1.12 PAYMENT TERMS

Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the P. O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice or the goods or services are received, inspected and approved, a separate interest penalty set by the Florida Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain applicable interest rate, contact the University's Accounting Department at (850) 561-2978. Payment to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .02740%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the University. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency or by calling the University Controller Office at (850) 561-2978? Further, the disbursement of funds from grants and aids for lobbying the legislature or a state agency is prohibited.

1.13 CANCELLATION

The purchase order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the University's performance standards.

1.14 RIGHT TO TERMINATE

In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate; but the liability of such bidder and his surety for any and all violation(s) shall not be affected by any such termination.

1.15 TERMINATION FOR CONVENIENCE

The University, by written notice to the Contractor, may terminate the Contract in whole or in part when the University determines in its sole discretion that it is in the University's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as

necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

1.16 AVAILABILITY OF FUNDS

The obligations of the University under the resulting contract/purchase order are subject to the availability of funds lawfully appropriated for its purposes by the Florida Legislature or specifically allotted for the purposes stated herein.

1.17 PRICES

The University will not allow additional prices if they were not initially included in your bid response. Therefore, the bidder must include all costs associated with this transaction.

1.18 CONTRACTOR'S INSURANCE

The successful bidder (Contractor) shall be required to furnish a commercial general liability policy and commercial or personal automobile liability policy of insurance protecting the University and the public against bodily injury and property damage, and professional liability (when required). The successful contractor shall also furnish worker's compensation coverage for employee job related injuries.

The contractor **SHALL NOT** commence any work in connection with this contract until the contractor has obtained all of the appropriate insurance coverage, and said coverage has been verified by the Florida A&M University Board of Trustees, protecting the Florida A&M University Board of Trustees and the public from any and all liability and property damage hazards which may result from the performance of this contract by the contractor. The Florida A&M University Board of Trustees shall be exempt from, and in no way liable for, payment of any sums of money associated with the contractor's insurance contract. The payment of such funds shall be the sole responsibility of the contractor.

All insurance shall be procured with insurers qualified and duly licensed to transact business in the State of Florida. Florida A&M University Board of Trustees, Florida A&M University, Florida Board of Education and the State of Florida shall be listed as additional insured for general liability and automobile liability coverage. Furthermore, the solicitation number and the name of the specific project must be listed in the 'Descriptions of Operations' section on the Certification of Liability Insurance. The requested coverage must also contain an endorsement giving Florida A&M University Office of Procurement Services thirty (30) days written notice in advance of any material alteration or cancellation.

The following is a schedule of the required coverage and the minimum policy limits acceptable by the University:

Commercial General Liability
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability
Combined Single Limit - \$1,000,000 each occurrence
Worker's Compensation and Employer's Liability
Worker's Compensation limit of liability as provided by
Florida Statutes Chapter 440.

Employer's Liability \$500,000

Professional Liability
\$1,000,000 per occurrence

Evidence of the required insurance coverage must be provided to Florida A&M University Office of Procurement Services, 2380 Wahnish Way, Suite 214, Tallahassee, FL 32307; Attention: Director of Procurement Services. Such evidence shall to be submitted/included with bid at the time of bid opening.

1.19 PUBLIC ENTITY CRIMES

Any person submitting a bid or proposal in response to this invitation must comply with SECTION 287.133(A), FLORIDA STATUTES, and ON PUBLIC ENTITY CRIMES.

1.20 IDENTICAL TIE BIDS

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Procedures for processing tie bids, such as flipping a coin or drawing straws publicly and in the presence of witnesses, will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a). Should this be subsection
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statute or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free work-place through implementation of this section. In addition, if two equal responses to an invitation to bid or request for proposals are received and one response is from a certified minority-owned firm or company, the University will enter into a contract with the certified minority business. Finally, the bid, which relates to commodities manufactured within the State of Florida or from any foreign

manufacturer with a factory in the State employing over 200 employees working in the State, shall be given preference over the bid from any other bidder and any other foreign manufacturer, respectively.

- g. As the person authorized to sign this bid document and bind the company/firm/business, I certify that this firm complies fully with the above requirements, and that proof will be provided upon request. Failure to submit proof within five (5) days of request by the University will result in disqualification as a bidder.

1.21 EQUAL OPPORTUNITY STATEMENT

The State University System believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

Vendors and Contractors providing goods/services to the University are encouraged to take positive steps to assure that their personnel do nothing of a racially offensive nature during the performance of the contract. Racially offensive conduct by contractors and suppliers of goods/services to the University is forbidden by Rule 6C3-10.103 FAC. Further, Rule 6C3.125 FAC, Discrimination, Harassment, Complaint Procedures provides steps for filing a complaint involving either discrimination or harassment. For assistance, contact the University Director or Assistant Director of the Office of Procurement Services.

1.22 ACCOMMODATIONS FOR DISABILITIES

If an accommodation is needed in order to participate in this bid opening, please contact the Office of Procurement Services at (850) 599-3203 at least seven (7) days prior to the opening date.

1.23 FORCE MAJEURE

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

1.24 AMENDMENT

A written amendment may be issued prior to the bid opening which may modify, supplement or interpret any portion of this Invitation to Bid. No verbal or written information from other sources are authorized as representing the University. ALL DOCUMENTS WILL BE POSTED ON <https://famubonfirehub.com/portal/?tab=openOpportunities>

1.25 INTERPRETATION

No interpretation of the meaning of the drawings, specifications, bidding documents, any apparent ambiguity, inconsistency or error therein, will be made to any bidder orally. Each request shall be made in writing and addressed to the Procurement Staff mentioned in the Special Conditions Section 1.3.

In case the University finds it necessary to supplement, modify or interpret any portion of the bidding documents prior to the bid opening date, a written addenda will be issued to the Invitation to Bid which will be posted on the Bonfire Website. ALL DOCUMENTS WILL BE POSTED ON <https://famubonfirehub.com/portal/?tab=openOpportunities>

1.26 CONFLICT OF INTEREST

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

1.27 PRICE PREFERENCE FOR FLORIDA VENDORS

For purchases of tangible personal property, the 2012 Florida legislature enacted economic development laws establishing certain conditions and circumstances which, when applicable, require the granting of price preferences to businesses whose "principle place of business" is the State of Florida.

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

1.28 SUBMITTAL

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

- a. Invitation to Bid Acknowledgement form, completed and signed

- b. Business License
- c. Copy of required insurance
- d. Three (3) references; including name of company, contact person and phone number
- e. Amendments Issued by the University
- f. Non-Collusion Affidavit
- g. Statement of No Involvement
- h. Notice of Conflict of Interest
- i. Florida Department of State Certificate of Status

Each Bidder is responsible for ensuring that its bid is delivered at the proper time, as stated in Section 1.1 Calendar of Events. The University shall not consider late bids. BIDS MUST BE RECEIVED VIA THE BONFIRE WEBSITE before 2:00 P.M. on the date specified in Section 1.1 Calendar of Events.

1.9 TECHNICAL SPECIFICATIONS: Bidders are required to meet or exceed the specifications below:

Attachment A

Positions & Qualifications/Duties

FLORIDA A&M UNIVERSITY REQUEST FOR PROPOSAL

Florida A&M University is seeking responses to this solicitation for proposals from qualified individuals or firms (“Respondents”) to perform an executive search for the Vice President for Institutional Advancement. The goal is to conduct a thorough and rigorous search to identify candidates who have:

- Ability to communicate effectively, verbally and in writing;
- Successfully managed and executed a multi-million dollar capital campaign at an institution of higher education;
- Supports the mission of the university;
- Ability to adhere to ethical business practices and promote ethical behavior;
- Knowledge of and ability to interpret and apply related federal, state, and local laws, ordinances, rules and regulations;
- Ability to provide leadership and direction in programmatic, budgetary, and operational functions;
- Ability to work with a team, maintain and improve personal team effectiveness and foster change and creativity;
- Ability to identify trends, predict the impact of actions on system operations, detect discrepancies in the function of an organization. And take necessary action to correct performance.
- Knowledge of and the ability to interpret and apply related university policies, procedures, principles, and practices; and
- Ability to represent the University in the appointed area, as required.

The ideal candidate will be:

- The Chief Advancement/Fundraising Officer for the University and will report to the University President.
- Responsible for planning and leading advancement initiatives to capitalize on the university’s success, engage and broad range constituents and grow the endowment. Cultivating relationships, planning, and leading comprehensive advancement initiatives to engage a broad range of constituents and philanthropic partners.
- Work closely with senior administrators to identify short-term and long-term fundraising priorities that align with the University’s Strategic Plan and fundraising goals. Develop workable implementation plans and strategies to achieve those goals. Responsible for creating innovative ways to establish a sustainable culture of giving. Manages the University’s portfolio of major and principal gift prospects and make regular reports to the President, the FAMU Board of Trustees, and the FAMU Foundation Board of Directors.
- Provide overall leadership for all special project funding and special event programs for university enhancement.
- Establish goals and objectives for alignment of the division with the university’s strategic plan.
- Develop and submit grant proposals for funding from private foundations, corporations, and government agencies.

- Promote a positive image of the University by focusing on the University's external relationships within the community.
- Develop public relations materials to enhance institution image and promote fund raising programs.
- Coordinate, plan and direct activities designed to secure annual and special support from corporate and foundation sources.
- Identify potential contributors to special project funds and ongoing operations through examination of past records, individual and corporate contract, and knowledge of the community.
- Appoint, lead, and manage University Advancement staff including FAMU Foundation, University Advancement, and Alumni Affairs.
- Prepare and administer the department budget.
- Assign responsibilities for personal solicitation to members of staff.
- Employ measures of accountability for compliance with pertinent laws, rules and regulations.

FAMU seeks executive search services from qualified individuals or firms with higher education search expertise, global contacts and resources to identify successful candidates who will continue to champion Florida A&M University's mission and strategic goals.

Proposals will be accepted for service providers with significant demonstrable and direct work experience in completing successful executive searches in higher education. Search firms must be prepared to share this expertise and knowledge in both a written proposal and potential interview with the selection committee.

FAMU Overview

Founded October 3, 1887, Florida Agricultural and Mechanical University (FAMU) is a public, historically Black university located in Tallahassee, Florida. What distinguishes FAMU from other universities is its legacy of providing access to a high-quality, affordable education with programs and services that guide students toward successfully achieving their dreams. FAMU is part of the State University System of Florida and is accredited by the Southern Association of Colleges and Schools Commission on Colleges.

In addition to the main Tallahassee campus, FAMU has several satellite campuses across Florida. These include the College of Law in Orlando and the College of Pharmacy and Pharmaceutical Sciences, Institute of Public Health, which has sites in Crestview, Tampa, Jacksonville, and Miami.

QUICK FACTS

- Enrolls nearly 10,000 students from across the United States and more than 70 countries.
- 2020-2021 Academic Profile (Admitted First Time in College Students) – 3.67 GPA / 23 ACT
 - Retention Rate 82% / Acceptance Rate 30%
- One-third of summer and fall 2020 incoming students majored in S.T.E.A.M.

ACCOLADES

- Ranked #103 in 2023 U.S. News & World Report Rankings
- Highest ranked public HBCU (for four consecutive years)
- #23 in social mobility
- 23 degree programs ranked in top 10
 - Number 1 HBCU for Research and Development (National Science Foundation)
- Named Fulbright HBCU Institutional Leader

Mission

Florida Agricultural and Mechanical University (FAMU) is an 1890 land grant, doctoral/research institution devoted to student success at the undergraduate, graduate, doctoral, and professional levels. FAMU enhances the lives of its constituents and empowers communities through innovative teaching, research, scholarship, partnerships and public service. The University continues its rich legacy and historic mission of educating African Americans and embraces all dimension of diversity.

Vision

Florida Agricultural and Mechanical University (FAMU) will be recognized as a leading national public university that is nationally renowned for its competitive graduates, transformative research, and innovation.

Values

Florida Agricultural and Mechanical University is committed to the values of accountability, inclusion, innovation, and integrity. The University also values and endorses the Board of Governors' Statement of Free Expression and expects open-minded and tolerant civil discourse to take place throughout the campus community. These values represent the tenets that guide our actions, enable us to sustain our historical mission, and realize our strategic plan.

FAMU FOUNDATION, INC.

The Florida A&M University Foundation, Inc., a certified direct support organization (DSO) of FAMU, was established in 1966 with the specific mandate to:

- (a) serve as custodian of contributions from the private sector, alumni, friends, industry and foundations;
- (b) receive, invest and administer funds;
- (c) act as trustee; and
- (d) exercise, in general, the powers of a non-profit organization under the laws of Florida.

Recognized as the fundraising arm of the University, the Foundation is a non-profit organization dedicated to promoting the educational goals of Florida A&M University. The Foundation operates under the auspices of a Board of Directors. The members of the Board:

- Solicit support from the private sector;
- Encourage, solicit, receive and administer gifts and bequests of property and funds for scientific, educational and charitable purposes, all for the advancement of the University;
- Take and hold, either absolutely or in trust, funds and property of all kinds, subject to any limitations or conditions imposed by law or the instrument under which received;
- Sell, lease, convey, manage or dispose of any such property and invest or reinvest proceeds from other funds and expend the income for authorized purposes; and
- Act as trustee and, in general, exercise any and all powers, including trust powers, which a non-profit corporation organized under the laws of Florida for the foregoing purposes can be authorized to exercise.

The Foundation promotes and supports the educational programs at the University in the following ways:

- Uses private funds to further the education and welfare of the University, its faculty and students; to attract experienced and scholarly instructors, educators and scientists; to improve the educational facilities, including housing and instructional aids; and to provide scholarships for needy students;
- Performs any acts and expends its funds in any manner the Board of Directors determines to be beneficial to education and to the University; sets high standards of operation and

- accountability; establishes sound investment policies;
- Provides timely audit reports to the Florida A&M University Board of Trustees, as required of non-profit organizations;
- Responds to the specific funding needs of the University whenever possible by seeking in-kind gifts as well as contributions;
- Seeks to enhance the image of the University in the public and private sectors;
- Approves disbursement requests;
- Solicits and accepts private gifts, including in-kind gifts, to the University; and
- Maintains donor records, manages the assets under its control and disburses monies to support University programs.

Mission

We will assist Florida A&M University (the “University”) in achieving its mission by raising and stewarding contributions through exceptional management, investment, and administration of assets received.

Vision

To be a global leader in the transformation of lives, one scholar at a time.

Form of Proposal

Proposals shall contain the following information.

1. A statement of your business philosophy as it pertains to executive searches and consultant’s role of this project.
2. A succinct explanation of how your firm will meet the requirements of this RFP. Describe the firms’ understanding of the project as outlines in the Scope of Work section of this RFP and a plan for accomplishing these tasks.
3. Provide a list of references, particularly public universities or HBCUs for whom you have provided assistance consistent with the scope of this RFP. For each client listed, please identify a contact person’s name, title, telephone number, and relationship to the contact, as well as many measurable results that were achieved. Specifically identify public university campaigns at the level of \$100 million – \$250 million. Sample of previous work are recommended.
4. Provide a name and corporate bio/resume for each of the proposed team members who will work on the project, including subcontractors. List team members’ qualifications, relevant experience, particularly with public universities, including a management/manpower summary that clearly specifies the number, type and time commitment of individual personnel who will be assigned to the project. It should also include a project work plan and detailed breakdown of anticipated hours by each individual who will work on the project.
5. Provide a list of project material that will be prepared and the projected timeline when each will be delivered to the client.
6. Provide a timeline to perform assessment, study and deliverables.
7. Provide the precise method by which the firm expects to be compensated, including partial payments, breakdown of professional fees and expense, and a total-not-to-exceed amount. The firm should submit a cost estimate that includes all activities and deliverables identified in the Scope of Work. The proposed pricing of the consulting services must encompass all anticipated expense into the proposed fees, including the detailed information on all the one-time costs the University will incur and detailed information on all ongoing fees that will be incurred. The proposal should fully explain option, additional, special, and alternative services, which are related to but not necessarily required, that the firm can recommend or make available to the University along with the financial and non-financial benefits or reasons for the University to choose those options.
8. Provide any additional information, which demonstrates that your firm would be the best

possible match to perform this service.

PROPOSAL EVALUATION

Proposals will be evaluated based on the weights assigned below. If additional information or proposal clarification is required, the RFP evaluation team will make a written request to the appropriate firm and require all responses to be in writing.

All proposals will be reviewed to verify that the vendor has met the minimum requirements. Proposals that have not complied with requirements or do not meet minimum content will be eliminated from further consideration. Proposals will be reviewed and evaluated by a committee. Awards will be made in the best interest of the University. The evaluation process will consider the following criteria.

- Scope of work and Approach: The Committee will evaluate the value and completeness of the proposed plan/methodology and the extent to which it ensures the attainment of the University's goals.
- Resources/References: The Committee will evaluate the vendor's qualifications, experience and ability to provide services in the appropriate environment. Significant demonstrable, direct work experience and expertise in the field of executive searches for institutions of higher education is essential.
- Schedule: The committee will evaluate the vendor's ability to provide services that meet the University's timeline.
- Price: The committee will evaluate the vendor's price and total value it offers the University.

AWARD PROCESS

It is the University's intention to select a single contractor for the work. The University will be the sole judge in making this determination and it will be done if it is determined to be in the University's best interests. The University reserves the right to make a "best value" award based solely upon the initial evaluation of the proposals submitted; completion of any clarifications or presentation; or on the basis of a "best and final offer."

EVALUATION

1. Administrative Review

The University will be the judges in making the determination on whether to move forward with this study. Compliant proposals will be approved for subsequent evaluation steps.

2. Initial Ranking

The University will review and rank compliant proposals, without consideration of cost, from the best to the least qualified. The evaluation team will use detailed evaluation and weighting guidelines to carefully review and assign a score to each section of each proposal. Upon completion of the evaluation and scoring, the next step of this evaluation will be performed.

3. Cost Proposal Evaluation

Cost Proposals will be opened and reviewed by evaluation team members. Scores for cost will be based on pre-determined guidelines and weightings. These scores will be added to those assigned in the Initial Ranking process.

4. Reference Checks, Clarification, and Presentation

The University will perform reference checks and seek further information, as needed, from all firms whose proposals the University, at its discretion, considers viable, based on the initial evaluation and scoring. Firms may be asked to discuss their proposal or to provide written clarification.

All firms selected for further consideration will be asked to present their proposals. The

conduct, content, and extent of such discussions and demonstrations are a matter of the University's judgement, based on the particulars of the selected proposals.

In the course of seeking additional information, the University will:

- Control all discussions
- Attempt to resolve any uncertainties concerning a firm's proposal.
- Attempt to resolve any suspected mistakes by calling them to a firm's attention as specifically as possible without disclosing information concerning other firm's proposal or confidential aspects of the evaluation process; and
- Provide the firm a reasonable opportunity to submit any technical, cost or other revisions to its Proposal that may result from discussion.

5. Best and Final Offers (BAFO)

The University may choose to issue a written Request for Best and Final Offer to one or more firms. The request will also include general instructions to and questions for all BAFO participants, as well as a list of issues, concerns and/or requests for additional gaps, and other Proposer-specific issues unique to each BAFO participant.

The objectives of the Request for BAFO include obtaining:

- The best price for requested services
- Changes to proposals to better align them with the University's requirements or needed services;
- Clarification where initial proposal were deemed ambiguous or confusing by the evaluation time;
- Changes to the proposed approach or timing to the extent deemed necessary by the University; and
- Changes to or more information about proposed project personnel.

6. Final Evaluation

The University intends to make the contract award to the Proposal whose proposal best meets the evaluation criteria and reflects the "best value" to the University.

In determining "best value", the Evaluation Committee will be instructed to consider all information contained in the initial proposals; BAFO responses, and information obtained from references, site visits, Proposer presentations, and any other information obtained during this procurement process.

Term of Agreement The University anticipates that this RFP will result in a contract for services between.....

Our schedule is:

February 6, 2023

February 6, 2023

February 13, 2023

February 16, 2023

February 20, 2023

February 27, 2023

March 2, 2023

March 2023

March - June 2023

Executive Search timeline

Invitation to Bid – Advertised

Invitation to Bid – Released

Deadline for submission of questions and/or clarifications regarding RFP. All questions must be received by 5 pm EST in order to be considered (Germarlon.hall@famuedu)

Responses to inquiries and Adenda, if any, will be posted on Bonfire website

Deadline for Bid Responses at 2:15 PM

<https://famuedu.zoom.us/j/92402627221>

NOTE: All Bid Responses must be submitted via the Bonfire website: <https://famuedu.bonfirehub.com/portal/?tab=openOpportunities>

Posting of Intent to Award

End of 72-hour Protest Period

Contract executed

Presentation of results to selection committee

NOTE: Dates shown are estimates and are subject to change.

SCOPE OF WORK

To complete this assessment, prospective contractors must submit a proposal that demonstrates their understanding and experience in regard to completing executive searches. The scope of the work is outlined below:

Phase I: Planning for the Search (Month 1)

Search Initiation, Establishment of Expectations, Organizational Needs Analysis, And Information and Contact Sharing - Agreement on position profiles, process, format, work plans, schedules, and budget for the searches.

Phase II: Recruiting and Screening the Candidates (Months 1-2)

Research and Candidate Development - Development of forums. Establishment of pools of viable candidates, provide resumes and updates on other information gathered and develop evaluation checklist.

Phase III: Evaluating the Candidates (Month 2)

Social Media Screening, Credit Searches, and Background Checks. Pre-qualify candidates. Obtain resumes and additional materials and assess candidates' skills and experience against the profile.

Phase IV: Selecting the Candidate (Month 3)

Present market feedback. Prepare a master list of active candidates and present it to the client. The committee determines the top candidates to be invited to interview and signs off on candidates not moving forward in the process. Schedule interviews. Prepare, complete and provide feedback on preliminary background checks. Committee selects finalists.

Phase V: Appointment of the Candidate (Month 4)

If requested, the University may request the search firm to provide support for negotiation with the preferred candidate and completion of the search. Some of the services requested make include, but not limited to:

- Providing peer institution compensation offerings to the hiring authority for consideration of candidate compensation.
- Confirming candidate acceptance.
- Assisting with additional communications such as a media release about the hire.

Attachment B

Florida A&M University Price Sheet

3.0 APPENDIX - FORMS

3.1

AMENDMENTS ISSUED BY THE UNIVERSITY

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

Amendment No. _____ Dated _____
YOUR INITIALS

COMPANY'S NAME

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

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

Phone number Fax number

Email address

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,
(Name) (Title) (Name of Firm)

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

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

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

I state that I and the named firm understand and acknowledge that the above representations, are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the State of Florida of the true facts relating to the submission of Responses for this contract.

Signature	Title	Company
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SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2014.

Signature of Notary

STATE OF _____

Print, Type or Stamp Commissioned Name of Notary Public

Personally known _____ OR Produced identification _____

Type of identification produced _____

STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the aforementioned company, certify that no member of this firm or any person having any interest in this firm has been involved with the Florida A&M University to assist it in:

- 1) Developing this Invitation to Bid; or,
- 2) Performing a feasibility study concerning the scope of work contained in this Invitation to Bid.

Signature

Company Name

Date

NOTICE OF CONFLICT OF INTEREST

Company or Entity Name _____

For the purpose of participating in the Invitation to Bid process and complying with, the provisions of Chapter 112, *Florida Statutes*, and University Regulation 6.002, the undersigned corporate officer states as follows:

The persons listed below are corporate officers, directors or agents and are currently employees of the Florida A & M University or Users:

_____	_____
_____	_____
_____	_____

The persons listed below are current University employees who own an interest of five percent (5%) or more in the company/entity named above:

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge. Signed on this____, day of _____, 2015.

Signature

Print Name and Title

Florida Department of State
Certificate of Status