REQUEST FOR PROPOSALS

PROPOSAL NO. 0006-2016 REBIB
PROPOSAL TITLE: Website Development, Implementation & Training Service

Submit Proposals to: FLORIDA A&M UNIVERSITY OFFICE OF PROCUREMENT SERVICES 2380 WAINISH WAY, SUITE 214 Telephone Number: (850)599-3203

Mailing Date: 2/2/2016

Mailings Address: PROPOSALS WILL BE OPENED: 02/16/16 @ 2:00 PM
Page 1 of 38 Pages

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:
PROPOSER LEGAL NAME:
PROPOSER MAILING ADDRESS:
CITY-STATE-ZIP:

Area Code: Telephone Number:
Toll-Free Number:

By signing this document, I certify that this solicitation response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same commodities or services purchased or acquired. I agree to abide by all conditions of this competitive solicitation and certify that I am authorized to sign this solicitation response, for the proposer and that the proposer is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements. In submitting a solicitation response, the proposer offers and agrees that if the solicitation response is accepted, the proposer will convey, sell, assign, or transfer to the FLORIDA A&M UNIVERSITY Board of Trustees all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by FLORIDA A&M UNIVERSITY. At the University’s discretion, such assignment shall be made and become effective at the time the University tenders final payment to the proposer.

Reason for No Proposal:

Posting of Proposal Tabulations and Notices: Proposal tabulations, notices of a decision or intended decision and recommended awards related to this competitive solicitation will be posted for review by interested parties on the Procurement Services Website at http://www.famu.edu/index.cfm/Purchasing/NoticedPosting and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in University Regulation 6.005 (9)(k) and Section 120.57(3), Florida Statutes shall constitute a waiver of protest proceedings.

Authorized Signature (Manual)

Authorized Signature (Typed) & Title

Date Signed

General Conditions

Sealed Proposals: All proposal sheets and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the solicitation opening and the solicitation number. Response prices not submitted on attached proposal price sheets when required shall be rejected. All responses are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

1. Execution of Proposal: All responses must contain this Acknowledgment form with an original manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each pricing page of the proposal as required.

2. No Proposal Submitted: If not submitting a proposal, respond by returning only this proposer acknowledgement form, marking it “NO PROPOSAL” and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer name from the University’s Competitive Solicitation mailing list. NOTE: To qualify as a respondent, proposer must submit a “NO PROPOSAL,” and it must be received no later than the stated proposal opening date and time.

3. Proposal Opening: Shall be public, on the date, location and at the time specified on the acknowledgement form. It is the proposer’s responsibility to assure that its proposal is delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by telegram, telephone or facsimile are not acceptable. Only the proposal receipt and other generic administrative information may be announced and recorded on the proposal opening date. The contents of the proposals will be kept confidential for 30 calendar days, or date of award, whichever is sooner in accordance with s. 119.071(1)(b). NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Proposal tabulations will not be provided by telephone.

4. Prices, Terms and Payment: Firm prices shall be proposed and include all services rendered to the purchaser.

5. Taxes: FLORIDA A&M UNIVERSITY, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

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

7. Mistakes: Proposers are expected to examine the specifications, conditions, scope of work, proposal prices, extensions and all instructions pertaining to the services involved. Failure to do so will be at the proposer’s risk.

8. Any and all Special Conditions and Specifications Attached Here-to Which Vary From the General Conditions Shall Have Precedence.

9. Payments: In the event University owes payment to the Proposer, the University shall mail the Proposer’s payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided in accordance with the terms and conditions of the applicable purchase order/agreement. Failure to make payments within 40 days shall result in the University paying interest pursuant to Section 55.03(1) Florida Statutes, on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the Proposer. The University has established a “Proposer Ombudsman”. The duties of this individual include acting as an advocate for Proposers who may be experiencing problems in obtaining timely payment(s).

The University’s ombudsman may be contacted at (850) 599-2978.

a) Partial payment in the full amount of the value of service received and accepted may be requested by the submission of a properly executed invoice, with supporting documents, if required. Only one partial payment will be made per month.

b) The Proposer agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper preaudit and postaudit. Each bill or invoice must clearly identify the services, portion of services and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services, completed prior to the submission of the bill or invoice, or for expenses incurred prior to such submission, or both.

c) The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for the purposes of this agreement for the current and future periods. The University shall give notice to Proposer of the non-availability of such funds when University has knowledge of such fact. Upon receipt of such notice by Proposer, the Proposer shall be entitled to payment only for those services performed and expenses incurred prior to the date notice is received.

d) If this agreement includes reimbursement for travel expenses, such reimbursement must comply with Section 112.061, Florida Statutes and will be processed in accordance with the University’s travel policies as stated in the Controller’s Manual and utilizing the Travel Authorization Request (TAR) process.

e) Invoices, which have to be returned to a Proposer because of Proposer preparation errors, will result in a delay on the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.
10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All Proposers must disclose with their 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 Proposers must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and proposers must disclose with their proposal any such conflict of interest.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any and all proposals and waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

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

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

14. DEFAULT: Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all repurchase 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 Proposer 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 Proposer reimburses the University for all repurchase and cover costs.

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

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

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

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

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

20. CANCELLATION: The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

21. PUBLIC RECORDS: Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

22. NEGOTIATIONS: To assure full understanding of and responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposals with respect to any opportunity for discussion and revision of proposals. All such revisions shall be in the form of a written addendum.

After the submittal date, the University reserves the right to select the top ranked proposals and conduct discussions with those proposers. Such discussions may result in changes to the RFP and the proposers' proposal as deemed necessary and in the best interests of the University.

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

24. PROPOSAL PREPARATION: All costs associated with responding to this RFP are the sole responsibility of the Proposer.

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 Proposer 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 Proposer employee participating in unacceptable activities will not be allowed to continue performance. Chronic behavioral or conduct problems with Proposer employees may result in cancellation/termination of any agreement/purchase orders issued. The Proposer, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to insure the safety and well being 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 Proposer do not protect nor relieve the Proposer 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 Proposer list for a period of 36 months from the date of being added to the convicted Proposer list.

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

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

Florida A&M University (FAMU)

Website Design, Implementation, Development & Hosting Services

RFP No. 0006-2016 REBID

Refer ALL Inquiries to:

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

E-mail:
Purchasing@famu.edu

Website:
http://www.famu.edu/index.cfm?Purchasing&Solicitations
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1.0. **INTRODUCTION AND GENERAL INFORMATION**

FAMU is requesting proposals for services related to the FAMU website development, implementation and training and initial support.

1.1. **Statement of Objective**

FAMU prides itself on being one of the premier University in the State of Florida, and as such, wants to convey this premier image through its website. The University requires the following attributes in the development, implement and training and initial support of the website.

A. A website that covers all aspects present in the University’s current website(s), but also implements new information, products, services and functions for current students, prospective students, faculty, staff, alumni, visitors and supporters easily understand FAMU’s mission and worth of this institution. The University’s existing website needs to be enhanced so that it is more resourceful, informative, and serves as a marketing asset that provides a friendly environment which emphasizes access to University educational opportunities/services, departments and business opportunities. The site must be visually appealing with an attractive mix of text, photos and graphics.

B. A website that is both world class and innovative that conveys the prestige, elegance, and high quality evident in all educational opportunities and services provided by FAMU. It must help build a community of supporters by delivering FAMU-generated content concisely and clearly.

C. A website that is easily accessed and navigated by the general public that emphasizes flexible and available access to the University educational offering, information, departments and business activities.

D. Provide and host new website to help current students, prospective students, faculty, staff, alumni, visitors and supporters easily understand FAMU’s mission and worth of this institution. There should be a primary set of links on the home page: Faculty and Staff, Current Students, Prospective Students, and Alumni and secondary set of links on the home page: News and Events; Admission and Financial Aid, Academics, Athletics, About, Contact, etc.

E. Provides an overall architecture that is conducive to future growth of information, services and functions that is easily maintained by the University’s departmental personnel.

F. Is available to the public 24/7 with no downtime when updates to content or data are done and provides high-speed upload with minimal download response times for all types of equipment (i.e., high-speed and low-speed) in use by the public.

G. Allows delegated content management. Easily updated, with a content management system (CMS). Respondent should list the software that would be used to create the site including all graphics software and recommended software and licenses that the University will need to purchase for the continued maintenance of the website.
H. Provides the ability to conduct secure financial transactions online.

I. Meets ADA Priority 1 requirements.

1.2. Contract Award

A. FAMU intends to award a contract or contracts resulting from this solicitation to the responsible proposer(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.

B. FAMU may reject any or all proposals if such action is in FAMU’s best interest.

C. FAMU may cancel or withdraw the award when deemed in its best interest.

D. FAMU may waive informalities and minor irregularities in proposals received.

E. FAMU reserves the right to evaluate proposals and award a contract without negotiations with proposers. Therefore, the proposer’s initial proposal should contain the proposer’s best terms from a cost or price and technical standpoint.

F. FAMU reserves the right to conduct negotiations with the highest ranked proposer(s).

G. A written notice of award will be posted on FAMU Office of Procurement Services Website.

1.3. General Information

About FAMU

Florida Agricultural and Mechanical University (FAMU) is an 1890 land-grant institution dedicated to the advancement of knowledge, resolution of complex issues and the empowerment of citizens and communities. The University provides a student-centered environment consistent with its core values. The faculty is committed to educating students at the undergraduate, graduate, doctoral and professional levels, preparing graduates to apply their knowledge, critical thinking skills and creativity in their service to society. FAMU’s distinction as a doctoral/research institution will continue to provide mechanisms to address emerging issues through local and global partnerships. Expanding upon the University’s land-grant status, it will enhance the lives of constituents through innovative research, engaging cooperative extension, and public service. While the University continues its historic mission of educating African Americans, FAMU embraces persons of all races, ethnic origins and nationalities as life-long members of the university community.
The Current Users Configuration

That infrastructure currently includes the following:

- Exchange 2010 and Office 365 for email
- Microsoft Windows XP, Windows 7, Windows 8, and Mac O/S operating systems
- Microsoft Office 2007, 2010, and 2013 for PC productivity suites
- Firefox, IE, and Chrome for browser usage

2.0 GENERAL CONDITIONS

2.1. Authorized FAMU Representative/Public Notices/FAMU Discretion

Proposer’s response to this RFP and any communications and/or inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below. Inquiries are preferred via email. FAMU will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, “Calendar of Events.” To the extent FAMU determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and posted on FAMU Office of Procurement Services Website. FAMU shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this RFP.

Cheryl Sumner, Purchasing Coordinator
Florida A&M University
Office of Procurement Services
2308 Wahnish Way, Room 214
Tallahassee, FL 32307
Cheryl.Sumner@famu.edu; purchasing@famu.edu
Phone: (850)599-3203; Fax: (850) 561-2160

Advance notice of public meetings regarding this RFP, if FAMU determines in its sole discretion whether any such meetings will be held, will be in writing and posted on the FAMU’s Office of Procurement Services website: http://www.famu.edu/index.cfm?Purchasing&Solicitations

FAMU reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. FAMU also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal is not in FAMU’s best interest.

2.2. Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If FAMU determines, in its sole discretion, that it is
necessary to change any of these dates and times, it will issue an Addendum to this RFP. All listed times are Eastern Standard Time (EST).

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<th>Action</th>
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<tbody>
<tr>
<td>2/2/2016</td>
<td>Request for Proposal Advertised</td>
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<tr>
<td>2/08/2016</td>
<td>Deadline for submitting questions and/or inquiries in writing only; preferably by email to <a href="mailto:Purchasing@famu.edu">Purchasing@famu.edu</a> or <a href="mailto:Cheryl.Sumner@famu.edu">Cheryl.Sumner@famu.edu</a></td>
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<tr>
<td>2/10/2016</td>
<td>Responses to inquiries and Addenda, if any, Posted on FAMU Website: <a href="http://www.famu.edu/index.cfm?Purchasing&amp;Solicitations">http://www.famu.edu/index.cfm?Purchasing&amp;Solicitations</a></td>
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<tr>
<td>2/16/2016 @2:00 PM</td>
<td>Written RFP Responses due to the University Office of Procurement Services 2380 Wahnish Way, Suite 214 Tallahassee, FL 32307</td>
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<td>Responses delivered after 2:00 PM EST or to any location other than address shown above are subject to rejection without evaluation.</td>
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<tr>
<td>2/17/2016</td>
<td>Evaluation Committee will began their independent evaluations</td>
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<tr>
<td>2/24/2016</td>
<td>Presentation/Negotiation (If necessary)</td>
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<tr>
<td>2/25/2016</td>
<td>Best and Final Offers due, (If necessary)</td>
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<tr>
<td>2/26/2016</td>
<td>Posting of the Intent to Award (or other Notice(s) as Appropriate)</td>
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<tr>
<td>3/2/2016</td>
<td>End of 72-hour Protest Period</td>
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ALL DATES ARE SUBJECTED TO CHANGE

2.3. **Proposer Communications and/or Inquiries**

A. FAMU is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if FAMU’s conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this RFP, the Proposer believes there are any conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that FAMU clarify or change condition(s) or requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this RFP must be received by FAMU not later than the date shown in Section 2.2., entitled “Calendar of Events,” for the submittal of written communications and/or inquiries. **The Proposer’s failure to communicate, inquire, or**
request changes by the date described above shall be considered to constitute the Proposer’s acceptance of all of FAMU’s conditions and requirements. Proposers shall not be silent on concerned conditions and requirements before submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to proposal opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer. FAMU shall in its sole discretion determine what requested changes to this RFP are acceptable. FAMU shall issue an Addendum reflecting the acceptable changes to this RFP, if any, which shall be FAMU Office of Procurement Services Website as specified in Section 2.1.

B. Any communications and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to Cheryl Sumner in Section 2.1 not later than 2/8/2016 by 5:00PM Eastern Standard Time (EDT) as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

2.4. RESERVED

2.5. Written Addenda
Written Addenda to this RFP along with an Addenda Acknowledgment Form will be posted on the FAMU Office of Procurement Services Website. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Proposer, dated and returned with the proposal.

2.6. Proposal Due Date
Proposer’s response to this RFP shall be prepared in accordance with Section 4.0., “Request for Proposal Format”. Proposals are due at the time and date specified in Section 2.2., “Calendar of Events” and must be received by FAMU’s Authorized Representative in FAMU’s Procurement Services, 2380 Wahnish Way, Room 214, Tallahassee, Florida 32307, no later than 2:00 PM, EDT 2/16/2016 according to the time clock in FAMU’s Office of Procurement Services.

Proposals or amendments to proposals that arrive after 2:00 PM, EDT, 2/16/2016, will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time.
At 2:00 PM, EDT on 2/16/2016 all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If it elects to mail its proposal package, the Proposer must allow sufficient time to ensure FAMU’s proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at FAMU’s Office of Procurement Services no later than 2:00 PM, EDT on 2/16/2016.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked RFP 0006-2016. The proposal must be submitted in one (1) original, eight (6) copies and one (1) electronic media (USB Drive) with the Response in either the Microsoft Word or Adobe PDF format. Only one copy needs to contain original signatures of the Proposer’s authorized representatives on the document titled “REQUEST FOR PROPOSALS ACKNOWLEDGMENT FORM.” The copy containing the original signature must be marked “ORIGINAL.”

2.7. Proposal Opening Date
Proposals will be opened in FAMU’s Procurement Office on 2/16/2016

2.8. Posting of Recommended Selection
The recommendation to award a contract, if any, to a Proposer(s) to this RFP will be posted for review by interested parties on the FAMU Office of Procurement Services Website (see link below), http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting and will remain posted for a period of seventy-two (72) hours (three (3) business days).

A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with FAMU:

1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. FAMU shall not extend or waive this time requirement for any reason whatsoever.

2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. FAMU shall not extend or waive this time requirement for any reason whatsoever.

B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in FAMU Regulation 6.005

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and Section 120.57 (3), Florida Statutes, shall constitute a waiver of all proceedings under the aforementioned authority.

C. A formal written protest by petition must be accompanied by a Protest Bond payable to FAMU in the amount of $10,000 or 10% of FAMU’s estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier’s check or money order made payable to FAMU.

D. In addition to all other conditions and requirements of this RFP, FAMU shall not be obligated to pay for information obtained from or through the Proposer, or any of proposer’s expenses associated with responding to the RFP.

2.9. **Proposal Validity Period**

Any submitted proposal, shall in its entirety, remain a valid proposal for one hundred twenty (120) days after the proposal submission date.

2.10. **Disposition of Proposals**

All proposals become the property of the FAMU, and the FAMU shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to FAMU with the proposal that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempted from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. FAMU’s selection or rejection of a proposal will not affect this exemption.

2.11. **Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer’s capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is **mandatory** that proposers follow the format and instructions contained herein. FAMU is not liable for any costs incurred by any proposer in responding to this RFP including, without limitation, costs for oral presentations requested by FAMU, if any.

2.12. **Restricted Discussions/Submissions**

From the date of issuance of the RFP until FAMU takes final agency action, the Proposer **must not** discuss the proposal or any part thereof with any employee, agent, or representative of FAMU except as expressly requested by FAMU in writing. Violation of this restriction will result in REJECTION of the Proposer’s proposal.

2.13. **Verbal Instructions Procedure**
No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any FAMU employee. Only those communications that are in writing from the authorized FAMU representative identified in Section 2.1 of this RFP. Only communications/inquiries from the Proposer that are signed in writing and delivered on a timely basis, i.e., not later than the date and time specified in Section 2.2 “Calendar of Events”, will be recognized by FAMU as duly authorized expressions on behalf of the Proposer.

2.14. State Licensing Requirements
All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to FAMU when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A Certificate of Good Standing shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State’s Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or www.sunbiz.org

2.15. Parking
The successful Proposer, if any is selected by FAMU, shall ensure that all vehicles parked on campus for purposes relating to work resulting from this RFP shall have proper parking permits. All vehicles must be registered with FAMU’s Parking Services Department, and Proposer must purchase parking permits. Proposer’s vehicles shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all FAMU’s parking rules and regulations could result in tickets and/or towing at the expense of Proposer or Proposer’s employee. For additional parking information, contact FAMU’s Parking Services Department at (850) 561-2205.

2.16. Definitions
FAMU’S Contract Administrator - The University’s designated liaison with the Proposer. In this matter FAMU’s Contract Administrator will be Pamela Lightbourne, Asst. Director of Procurement.

Proposer - Anyone who submits a timely proposal in response to this RFP.
Successful Proposer - The firm or individual who is the recommended recipient of the award of a contract under this RFP.

Contract - The formal bilateral agreement signed by a representative of the University and the Proposer which incorporates the requirements and conditions listed in this RFP, Proposer’s proposal, and State and University mandated terms.

Contract Manager - After contract award a liaison from the user department will oversee the contractor’s performance and report as needed to the contract administrator. The contractor is

2.17. Procurement Rules
A. FAMU has established for purposes of this RFP that the words “shall,” “must,” or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by FAMU. A deviation is material if, in FAMU's sole discretion, the deficient response is not in substantial accord with this RFP mandatory conditions requirements.

B. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in the proposal being considered as not in the best interest of FAMU.

C. The Proposer must agree to abide by each mandatory condition and requirement included in this RFP. Also, the Proposer must initial the designated item, using APPENDIX II, indicating that this section has been understood and agreed upon.

D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for FAMU’s REJECTION of the proposal.

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

2.19. **Limitation of Remedies, Indemnification, and Insurance**

A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any proposal by Proposer to limit the Proposer’s liabilities to the State or to limit the State’s remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer’s proposal.

B. As an agency of the State of Florida, FAMU’s liability is regulated by Florida law. Except for its’ employees acting within the course and scope of their employment, FAMU shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, FAMU’s liability and indemnification obligations under this RFP and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring FAMU to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

Under this RFP and the resulting contract, if any, the Proposer must hold FAMU and those in privities with FAMU, and their governing boards, officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings and judgments from claims arising or resulting from the acts and omissions of the Proposer and those under the Proposer’s supervision and control; provided, however, such indemnification shall not include any amounts for consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.

C. The Proposer shall obtain, maintain, and pay for insurance in the categories listed in the following insurance schedule. It is not the intent of this schedule to limit the types of insurance otherwise required by this RFP or that which the Proposer may desire to obtain. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer’s operations under the contract resulting from this RFP, if any, and shall be effective throughout the effective period of such contract. FAMU, its Board of Trustees, the Florida Department of Education, and the State of Florida, shall be included as additional named insured on each of Proposer’s policies. **The Proposer shall furnish FAMU proof of Proposer’s insurance coverage by original ACCORD certificates of insurance no later than five (5) days after the contract resulting from this RFP, if any, is executed.** Before
commencement of work under the contract resulting from this RFP, if any, the Proposer shall submit evidence that it and all of its subcontractors, if any, have obtained full insurance coverage set forth in the following schedule. See also Section 2.29 below entitled “Subcontracts.” FAMU shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any of Proposer’s or Proposer’s subcontractors’ insurance policies. The payment of such deductible shall be the sole responsibility of the Proposer and/or Proposer’s subcontractor that obtained the insurance. The Proposer shall always promptly notify FAMU of any change in insurance coverage or carrier by it or any of its subcontractors. See also Section 2.29, entitled “Subcontracts.”

**SCHEDULE:**

<table>
<thead>
<tr>
<th>Policy</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>*Comprehensive General Liability Insurance:</td>
<td></td>
</tr>
<tr>
<td>(1) Bodily Injury Liability</td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td>(2) Property Damage Liability</td>
<td>$1,000,000 occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
<tr>
<td>(3) Comprehensive Automobile Liability Insurance:</td>
<td></td>
</tr>
<tr>
<td>(a) Bodily Injury Liability</td>
<td>$500,000 each person</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 each occurrence</td>
</tr>
<tr>
<td>(b) Property Damage Liability</td>
<td>$500,000 each occurrence</td>
</tr>
<tr>
<td>(c) Excess Umbrella Liability</td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit Bodily Injury</td>
<td>$25,000,000 each occurrence</td>
</tr>
<tr>
<td>Injury and/or Property Damage</td>
<td>$25,000,000 aggregate</td>
</tr>
</tbody>
</table>

*Comprehensive Liability to include but not be limited to:

(1) Consumption or Use of Products
(2) Existence of Vehicles, Equipment or Machines on Location
(3) Contractual Obligations to Customers

C. WORKER’S COMPENSATION - Limit of liability as provided by Worker’s Compensation Law, State of Florida

The contractor shall secure and maintain during the life of this agreement, Worker’s Compensation Insurance for all his employees connected with the work of this project and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all the latter’s employees unless such insurance shall comply fully with the Florida Worker’s Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker’s Compensation statute, the Contractor shall provide, and cause each subcontractor to provide,
adequate insurance satisfactory to the purchaser, for protection of his employees not otherwise protected. If there is an instance where the Contractor is subcontracting the required services with a Proposer who is not required by Florida Statute to cover their employees by Worker’s Compensation, the Contractor must obtain prior approval of the subcontractor by the Florida A&M University.

D. Commercial Blanket Fidelity Bond $500,000 per claim

The successful Respondent shall supply a Commercial Blanket Fidelity Bond, which will indemnify the University for loss caused by a dishonest act or fraudulent act of an employee covered under the bond. Florida A&M University may request higher limits if the exposure to loss increases.

The University shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Proposer and/or subcontractor providing such insurance.

The public liability policy shall be properly endorsed with the “Hold Harmless Agreement” to save Florida A&M University and their Board of Trustees, State officials and employees harmless and to indemnify Florida A&M University for any claim or liability to benefits under the Worker’s Compensation Law of Florida (Chapter 440, Florida Statutes) occasioned by an accidental injury to temporary help by Florida A&M University.

Such policy or policies of insurance shall contain an endorsement giving the Florida A&M University Purchasing Department thirty (30) days written notice in advance of any material alteration or cancellation of the policy. Such policy or policies shall contain a 3rd party rider showing the Florida A&M University and their Board of Trustees as additional named insured. Such policy is to be submitted to the Florida A&M University, Office of Procurement Services for approval no less than ten (10) days prior to the commencement of the term of the agreement.

2.20. Term of Contract

The contract term resulting from the RFP will be negotiable, with an option to renew for up to three (3) additional one (1) year term pending mutual consent. The contract will be effective from the date of execution of the contract.

2.21. Cancellation /Termination of Contract

Any contract established as a result of this RFP may be unilaterally canceled by FAMU for refusal by Proposer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with
this RFP or the resulting contract. FAMU also may terminate such contract resulting from this RFP, if any, without cause on thirty (30) days advanced written notice to the Proposer. The parties to such contract may terminate the contract at any time by mutually consenting in writing, either party may terminate such contract immediately and also for breach by the other that remains substantially uncured after thirty (30) days’ advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

2.22. Assignment and Amendment of Contract

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of FAMU. Any contract resulting from this RFP may be amended only in writing signed by the Proposer and FAMU with the same degree of formality evidenced in the contract resulting from this RFP.

2.23. Independent Parties

Except as expressly provided otherwise in the contract resulting from this RFP, if any, FAMU and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint-venture with, the other.

2.24. Performance Investigations

As part of its evaluation process, FAMU may make investigations to determine the ability of the Proposer to perform under this RFP. FAMU reserves the right to REJECT any proposal if the Proposer fails to satisfy FAMU that it is properly qualified to carry out the obligations under this RFP.

2.25. Severability

If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.26. Notices

All notices and all other matters pertaining to the contract resulting from this RFP, if any, to a party shall be in writing, shall be hand delivered, or sent by registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed below:

Ms. Shira Thomas
Office of General Counsel

Mrs. Stephany Fall, Director
Office of Procurement Services
2.27. **Governing Law and Venue**
This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. FAMU and Proposer hereby agree that this RFP and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Leon County, Florida.

2.28. **Liaison**
FAMU’s liaison with the successful Proposer, if any, shall be Stephany Fall, Director of Procurement Services.

2.29. **Subcontracts**
The Proposer is fully responsible for all work performed under the contract resulting from this RFP, if any. The Proposer may, with the prior written consent of FAMU, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer’s response to this RFP. No subcontract shall be implemented or effective until approved in writing by FAMU. No subcontract(s), which the Proposer enters into under the contract resulting from this RFP, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract and applicable law. All payments to subcontractors shall be the sole responsibility of the Proposer.

2.30. **Employment of FAMU Personnel**
The Proposer shall not, without FAMU’s prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this RFP and any resulting contract, any individuals who are or have been FAMU employees at any time during such period, except for FAMU’s regularly retired employees, or any adversely affected State employees.

2.31. **Equal Opportunity Statement**
“Florida A&M University is an Equal Opportunity Employer including minorities, women, veterans and individuals with disabilities. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit
discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.”

2.32. Waiver of Rights and Breaches
No right conferred on FAMU by this RFP or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by FAMU's signatory. FAMU's waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

2.33. Headings Not Controlling
Headings used in any contract resulting from this RFP are for reference purposes only and shall not be considered to be a substantive part of such contract.

2.34. Employee Involvement/Covenant Against Contingent Fees
In accordance with Section 112.3185, Florida Statutes, the Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of FAMU who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services there under. Violation of this section by Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence shall have been known by the State to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, FAMU shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by FAMU under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to FAMU under such contract, at law or in equity.

2.35 Site Rules and Regulations
Proposer shall use its best efforts to assure that its employees and agents, while on FAMU's premises, shall comply with the State's, Florida Board of Governors (B OG) and FAMU's Board of Trustees (BOT) site rules and regulations, if any.
Contractor will assure that any employee to be present on any FAMU site, for any reason whatsoever, is not a registered sex offender or sexual predator. The contractor will not allow persons to enter University property if their backgrounds indicate they would be a threat to others.

2.36 **Travel Expense**
Proposer shall not under this RFP or any resulting contract charge FAMU for any travel expenses, meals, and lodging without FAMU's prior written approval. Upon obtaining FAMU's prior written approval, Proposer may be authorized to incur travel expenses payable by FAMU to the extent and means provided by Section 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

2.37 **Annual Appropriations**
FAMU's performance and obligation to pay under any contract resulting from this RFP will be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). FAMU shall give notice to Proposer of the non-availability of such funds when FAMU has knowledge thereof. Upon receipt of such notice by Proposer, Proposer shall be entitled to payment only for those services performed prior to the date notice is received.

2.38 **Taxes**
The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Proposer shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this RFP.

2.39 **Contractual Precedence**
The agreement that results from this RFP and any attachments and/or addenda that are executed by University’s duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to FAMU Request for Proposal (“RFP”) including all the University’s RFP specifications, and the Proposer’s RFP response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

A. The Agreement;
B. University’s RFP and RFP specifications;
C. Proposer’s RFP response; and
D. Any other attached document signed by the University’s official signatory at the time of Agreement is executed.

2.40 **Use of Contract by Other Government Agencies:**
At the option of the Proposer/contractor, the use of the contract resulting from this solicitation may be extended to other Universities, governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the Proposer/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for good or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

2.41 RESERVED

2.42 Evaluation Criteria and Selection Process

A. FAMU reserves the right to conduct negotiations with one or more highest ranked proposer(s). Discussions with proposers after receipt of a proposal do not constitute a rejection or counteroffer by FAMU. In the event the Director of Procurement Services determines it to be in FAMU’s best interest to enter into negotiations, the following shall apply:

1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of proposals. The Committee will review all responsive proposals and develop a ranked order of proposers based on the points given each evaluation criteria contained herein;
2. Develop the acquisition plan (strategy to award with or without negotiations) after review of proposals;
3. Ensure consistency among the solicitation requirements, notices to proposers, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation;
5. Consider the recommendations of the evaluation committee in determining which proposer(s) to enter into negotiations; and
6. Select the negotiation team. This can be the evaluation team or any other individual(s) the Director of Procurement Services deems necessary for the acquisition. The negotiation team will invite the highest ranked proposer(s) falling within the desired competitive range to enter into negotiations.

B. All proposals shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Each evaluation committee member shall function independently of all persons including, without limitations, the other committee members, and,
throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this RFP and any aspect thereof including, without limitation, the proposals and their content with any other individual whatsoever. After thoroughly reading and reviewing this RFP, each evaluation committee member shall conduct an independent evaluation of the proposals in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. The understanding and grasp of the project including the ability to meet the desired specifications as requested in the RFP</td>
<td>20</td>
</tr>
<tr>
<td>• Provide an Executive summary of its understanding of the requirements and solutions for the RFP. The summary must provide details on how the Proposer will satisfy each of the requirements listed in the Scope of Work</td>
<td></td>
</tr>
<tr>
<td>2. The approach and work plan for the project presented in the proposal</td>
<td>20</td>
</tr>
<tr>
<td>• Provide the details and methodology of work to be performed, as well as the sequence in which the requirements will be carried out during the performance of this contract.</td>
<td></td>
</tr>
<tr>
<td>• A clear and concise plan and schedule of how the installation will be performed to include projected dates of completion.</td>
<td></td>
</tr>
<tr>
<td>3. Ability of the Proposer to provide all aspects of the proposal: development, implementation, and training</td>
<td>25</td>
</tr>
<tr>
<td>Provide documentation in its proposal which will be sufficient to demonstrate the ability of the Proposer to provide a professional website to meet the University requirements as described in this RFP. The documentation must provide a concise description of all work experiences as they relate to the “Specific Requirements” outlined in this RFP. Description should include, but not be limited to:</td>
<td></td>
</tr>
<tr>
<td>• University or similar Service</td>
<td></td>
</tr>
<tr>
<td>• Indicate the name, number, and types of clients the Proposer has served with comparable services.</td>
<td></td>
</tr>
</tbody>
</table>
4. Features and Compatibility, Maintenance and Support

Provide details on features offered. How the proposed Website Software is compatible to the current network infrastructure and systems. The ease of implementation, maintaining the website, user functionally, and ease of use and how it applies to the needs of the University as described in Scope of Service.

5. Warranty/Support/Maintenance

These criteria will be weighted based on the life of the product, and the options available for the maintenance and ongoing support of the product as described in this RFP

6. Experience/Past Performance and Qualifications

These criteria will be weighted on the overall team qualifications and relevant experience and how it relates to this RFP

7. Cost of the overall solution, both one-time and ongoing

- Proposer shall provide detailed cost analysis and breakdown for the development, implementation, and training as referenced in the RFP.
  - Total cost to complete the project.

**Price of Lowest Cost Proposal**
**Price of Proposal being Rated X Total Available Points for Cost = Awarded Points**

| Total Points | 160 |

Each evaluation committee member must independently score, in writing, each proposal on the form depicted in **Table A**. Each evaluation committee member shall enter comments, if any; regarding the proposal and then sign the completed score forms and deliver them, in a sealed envelope, to Cheryl Sumner, who will compile the evaluations. At the time of such delivery to Cheryl Sumner, the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by the Director of Procurement Services.
The Director of Procurement Services shall review, in the manner and to the extent she deems reasonable under the circumstances, the RFP, the proposals, and committee members’ scoring forms. Based on what the Director of Procurement Services determines is in the best interest of FAMU, she will then make the final decision whether or not to recommend the award of a contract to a Proposer to this RFP, negotiate with the highest ranked proposer(s) or cancel the RFP.

The Director of Procurement Services may, at any time during this RFP process, assign one (1) or more FAMU staff member(s) and or consultant to assist with the review prior to his/her decision-making in this process. FAMU is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or highest commission proposed. FAMU reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that FAMU, in its sole discretion, determines is in FAMU’s best interest.

3.0 SCOPE OF WORK (STATEMENT OF PURPOSE)

Proposers are required to meet or exceed the specifications in this section.

The successful Proposer shall provide the following services and be consistent with all local, state and federal, BOG and FAMU BOT rules and regulations applicable to their business and must adhere to professional standards and use due care in providing the services required under this RFP and resulting agreement in a manner consistent with generally accepted procedures for approved companies.

3.1 Scope of Service

The University anticipates three (3) phases of activities for website development but will entertain other approaches if thought to provide an enhanced plan.

A. Phase 1 Completed – Design for Website (the Wire Frame on the bottom of test.famu.edu/famu2016 )

B. Phase 2 – Development Phase

C. Phase 3 – Conversion of Existing Website and Implementation

Migrate existing content from current CMS to new vendor supplied CMS

a) Migrate all content from the existing web site, www.famu.edu
   i. New Site Designs: test.famu.edu/famu2016
   ii. Existing Content refers to (text, images, links, videos, slideshows, navigation, etc) from approximately 8000 web pages.

b) Test and ensure that website will function correctly on all major desktop, mobile and tablet device browsers including:
i. Apple Safari 5.1, iPhone, iPad
ii. Microsoft IE8+, Edge
iii. Mozilla Firefox 5+
iv. Google Chrome 35+
v. Google Android

D. Phase 4 – Training and Initial Support
The original source for training materials and documentation is required.

The University is interested in engaging a firm with the following qualifications:

A. Experience in website design, development, and implementation.
B. Has the financial viability to provide long-term, on-going support to the University.
C. Has performed at least three (3) similar projects for public agencies within the last three (3) years.

3.2 Services to be provided
A. Provide a Content Management System that can be open source or proprietary. If it is proprietary, please provide detailed strategy on how it would be possible to migrate away from it, should the need arise in the future. Key features include:
   a. 100% Browser-based
   b. Accessibility Compliance
   c. Audit Trail – list of actions taken by users
   d. Asset Management
   e. Automatic Archiving
   f. Automatic Navigation
   g. Check-in/Check-out Content
   h. Content Access Rights
   i. Content Portability
   j. Content Reuse across sites
   k. Custom Code Integration
   l. Custom Metadata
   m. Decoupled Architecture – Application server separate from web server
   n. Enterprise Search
   o. Flexible Users & Groups
   p. Google Analytics Connector
   q. Image Management
   r. In-Context Editing
   s. Integration with 3rd Party tools, e.g. PeopleSoft, Acalog, Facebook, etc.
   t. LDAP/Active Directory/CAS/Shibboleth Integration
   u. Link Checking
v. Load Balancing
w. Multilingual Capable
x. Multimedia Integration
y. Multi format Conversion - Edit single source content to generate HTML, PDF, and XML automatically
z. Multi-Server Publishing
aa. Multi-Site Management
bb. Notifications & Messaging
cc. Parallel Publishing – Process multiple publishing jobs at once
dd. Recycle Bin
e. Responsive Design Support
ff. RSS Feed Generation
gg. Scheduled & Manual Publishing
hh. SEO
ii. Separation of Content and Design
jj. Site Preview
kk. Smart Publishing – only files that have been modified in the CMS since the last publish to a specific destination will be republished
ll. Social Media Integration
mm. Spell Checker
nn. Stale Content Report
oo. Structured Authoring – content entered into form fields allow for even quicker content creation by non-technical users
pp. Upload/Manage File Types
qq. Version Control
rr. Web Services Support
ss. Workflow Management
tt. WYSIWYG Editor

B. The website must provide for high-speed upload/download response times for both low and high speed computers that are used by the average citizen. The site should be developed to minimize loading times for analog dial-up customers.

C. As per the Americans with Disabilities Act, the University must provide the same level of service to individuals with visual, hearing, motor, or cognitive disability that we do to the general public. Web interface options that can accommodates individuals with disabilities in accordance with the American with Disabilities Act (ADA).

D. The site must be developed to function effectively with common versions of software and hardware, which must be identified in your proposal.

E. All documents, including maps and tables, should be in HTML, Portable Document Format (pdf), or in a format approved by the University to provide ease of viewing, printing and downloading, and in alternate ADA acceptable download formats.
F. Include links for customers to download any browser plug-in products, such as Acrobat Reader, that are necessary to view information on the site.

G. The site must be compatible with current versions of commonly used Internet browsers. Please identify proposed compatibility with your response.

H. The site must have a responsive layout that is compatible with mobile phones and devices

I. Capability for easily searching the website for key words or phrases.

### 3.3 Other Requirement and Features

A. Cross-reference information should be hyperlinked from page to page within the website with the Home Page link always visible.

B. Information currently provided on the website must be included in the proposal.

C. The proposal should include a comprehensive timeline for each phase, including meetings with University staff, development, draft presentation, implementation and training. The proposal should include an estimated summary timeline for completion of each phase of the project. This should be as realistic as possible since this will be part of the contractual agreement.

D. Capability to maintain an archive of existing and past records such as agendas, minutes, press releases, newsletters, etc., preferably in HTML format.

E. The proposal should include basic training for a minimum of fifteen (15) employees including user manuals, training plan and timeline for same.

### 3.4 SPECIFICATIONS

The University wishes the consultant to provide a new website development that, at a minimum, meets the specifications in all sections of this RFP, including but not limited to the following:

A. **Specific Features**
   1) Develop a highly functional, easy-to-use, interactive website that will meet the University's needs

   2) The website must provide for high-speed upload/download
response times for both low and high speed computers that are used by the average citizen. Specifically, the site should be developed to minimize loading times for analog dial-up customers.

3) The website should allow each department to perform routine content management related to their area. However, the Proposer must offer content management alternatives for the most effective way for the website to be maintained by the University.

B. Service Features

1) A detailed work plan is a requirement of the proposal describing your overall approach to evaluating, developing and implementing the website.

2) The proposal should identify what is required of the University in completing this project.

C. Demonstration of Products

Respondents **shall** demonstrate the functionality of the proposed system. The demonstration must be conducted with the products proposed and must be able to demonstrate the functionality as it would be implemented for FAMU.

A minimum expectation of respondents to this RFP will be web/conference call presentations to multiple groups of FAMU staff. It is understood that any costs for on-site or web/conference call demonstrations shall be the sole responsibility of the respondents.

3.5 Services Required After Selection

A. The selected firm’s representative(s) may be required to attend public meeting(s) during the approval process and provide presentations of any prepared website information during the development process.

B. The selected firm’s representatives will be required to meet regularly with the University’s project manager and/or representatives to discuss and plan the project(s) and provide progress reports as needed.

C. In conjunction with performance under the approved contract, the contractor may be required to attend additional progress meetings. In the event the contractor is not in conformance with the contract, these meetings will be provided at no additional cost to the University.
D. The contractor must work directly with the departments to deal with the specific needs of the department. The successful respondent will be required to meet the representatives from each department to determine a final list of information to be presented.

E. Initial draft website templates and site maps will be provided to the University no later than three weeks from the date of the executed contract.

F. A testing period and subsequent acceptance testing period, either period not to exceed fifteen (15) business days, shall be provided, during which the University may evaluate the website on University property to ensure satisfaction with the website functions and conformance with the RFP. At the completion of each testing period, a letter of acceptance or failure will be provided to the firm selected. Items requiring correction at either testing period must be corrected within fifteen (15) calendar days by the firm selected.

3.6 Contract Period and Compensation

The term of the website consulting contract shall commence upon notification of the award and continue until completion of the scope of work. All other conditions set forth in the University's standard Services Contract apply. If at any time during the course of the contract the Contractor does not meet the terms of the contract, the contract can be terminated by the University. The schedule of payment shall be as follows:

- 35% of the project cost after acceptance of the development phase
- 40% of the project cost after acceptance of the conversion/implementation
- 25% of the project cost after the completion of the training and support phase, resolution of all unresolved issues and 30 days of continual successful operation of the new website.

Again, proposer shall provide a detailed schedule that represents realistic, but aggressive completion dates. Acceptance is defined as the mutual agreement by the University and the Contractor of the acceptance of the criteria as specified in the contract. Both this Request for Proposal and the successful Proposer's response to this Request for Proposal will be considered contractual components.

3.7 Cost Proposal Format

The Proposer is responsible for reviewing the University’s current website and analyzing the scope of the project. The proposal should contain the
total project cost, as well as detailed “line item” costs for components of the project. Please specify:

A. “Not to Exceed” Fee to complete the entire project.

B. A breakdown of proposed costs by phases showing time, material and expenses
   i. Phase 2 – Development Phase
   ii. Phase 3 – Conversion of Existing Website and Implementation
   iii. Phase 4 - Training and Initial Support

C. Cost per page for future content development (if this service is available).

D. Bulk rate cost for multiple pages for future web development (e.g. 1-10 pages = $xx, 11-25 = $xx).

E. Hourly rate schedule for services including any minimum charges for updates.

4 RESPONSE CONTENT

4.1 General Instructions
Proposals should not be extensive but should convey enough information for the University to evaluate the ability of your firm to provide the requested services. The University encourages Vendors to consider and propose alternative solutions and recommendations.

A. All proposals shall be typewritten on standard 8 1/2 x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

B. Proposers shall submit a complete response to this RFP. One (1) Original hard copy and one on an USB drive and eight (8) copies of each proposal are to be submitted. The original copy of the proposal shall be clearly labeled “ORIGINAL.” Proposals must be stapled or submitted in a 3 ring binder. Do not use spiral, comb or glue binding. The original Request for Proposal (this entire document) must be returned with your proposal. This document will be attached to the final contract as an exhibit and all terms and conditions will apply.

C. All Proposals must be submitted in a sealed envelope or container (no faxes or electronic submissions) marked with the “RFP number and Title”. Proposal shall be signed by an authorized representative of the Proposer.
4.2 Response Content

The proposal shall be organized and tapped in the following format:

a. Cover Letter – The cover letter should identify the Proposer’s company, the name and title of the individual authorized to contractually obligate the organization, the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization and the name(s), title(s) and telephone number(s) of person(s) to be contacted for clarification. In addition, the letter shall explicitly indicate acceptance of the General Terms and Conditions and the Additional Terms as stated in this RFP and acknowledge receipt of any and all addendums to this RFP.

b. Table of Contents - Proposal shall be in format listed above with a separate tab for each of the index items.

c. Proposal Summary - The proposal summary may be included by Proposers to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process.

d. Response to Requirements – This section should address the Proposer’s approach to meeting the specifications listed in this document. The Proposer’s overall work plan should be presented.
   i. Phase 1 Completed – Conceptual Design of Website
   ii. Phase 2 - Development Phase
   iii. Phase 3 – Conversion of Existing Website and Implementation
   iv. Phase 4 - Training and Initial Support

e. Overall Timeline - Provide the recommended timeline for the project. Please provide any assumptions used that support this timeline.

f. RFP Price Form - Proposer will include a cost proposal specifically reflecting the method of determining charges for work performed. The Proposer may use fee for service or time and materials approaches relevant to the scope of work in their cost bid. All components of the cost proposal must be stated in not to exceed terms.
## PRICE FORM

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<td>Annual Cost to maintain Website</td>
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<td>Minimum charge for updates to website</td>
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The undersigned, as Proposer, certifies that this submittal is made without collusion with any other person, firm, or corporation; and in submitting a response to this request; has examined instructions, specifications, and terms and conditions of the solicitation. Respondent proposes and agrees to execute and fully perform in accordance with the instructions, specifications, terms and conditions of this request and any resulting agreement.

___________________________________________  ____________________________
Signature of Authorized Representative  Date

____________________________  ____________________________
Printed Name and Title  Name of Company

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# LIST OF SUBCONTRACTORS

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APPENDIX I
REFERENCE SHEET

COMPANY___________________________________________

I ______________________ being of __________

(Name and Title) 
(Name of Company)

to authorize the University to check our company’s previous performance.

Authorizing Signature: ________________________________

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- If specially created to respond to this RFP, please include affiliate references
APPENDIX II

NOTICE OF CONFLICT OF INTEREST

Company or Entity Name

__________________________________________

For the purpose of participating in the Request for Response 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:

__________________________________________  ____________________________
__________________________________________  ____________________________
__________________________________________  ____________________________

None of the above applies _______________________

The above information is true and correct to the best of my knowledge. Signed on this ________, day of, ___________________________, 2016

Signature

__________________________________________

Print Name and Title
APPENDIX III

STATEMENT OF NO INVOLVEMENT

I, ___________________________________, as an authorized representative of the aforementioned company, certify that neither member of this firm nor any person having any interest in this firm has been involved with the Florida A&M University to assist it in:

1) Developing this Request for Proposal; or,
2) Performing a feasibility study concerning the scope of work contained in this Request for Proposal.

________________________________________
Signature

________________________________________
Company Name

________________________________________
Date