

Submit Proposals to:

FLORIDA A&M UNIVERSITY

Office of Procurement Service

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

Tallahassee, Florida 32307-3200

Telephone Number: (850) 599-3203



REQUEST FOR PROPOSALS

Acknowledgement Form

Page 1 of 37 Pages

PROPOSALS WILL BE OPENED:

September 17, 2026 @ 2:00 PM

PROPOSAL NO.

RFP 0003-2027

MAILING/POSTING DATE:

8/28/2026

PROPOSAL TITLE: **Statewide Education Campaign Services: Education, Community Engagement, Communications, and Pedagogical Research**

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR LEGAL NAME

REASON FOR NO
PROPOSAL _____

VENDOR MAILING ADDRESS

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&NoticeofPosting> and Bonfire website at <https://famu.bonfirehub.com/portal/?tab=openOpportunities> 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.

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 services, and is in all respects fair and without collusion or fraud. 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 tender's final payment to the proposer.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) & TITLE

DATE SIGNED

GENERAL CONDITIONS

PROPOSALS: All proposal sheets and this acknowledgement form must be executed and submitted via the Bonfire Website. Response prices not submitted on attached proposal price sheet(s) 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

Acknowledgement form with an original manual signature of an authorized representative in the space provided above. Proposals 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's name from the University's Competitive Solicitation mailing list. **NOTE:** To qualify as a respondent, the 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 ensure that its proposal is delivered via Bonfire portal 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 the 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 the face of the 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 about the services involved. Failure to do so will be at the proposer's risk.

8. ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

9. PAYMENTS: In the event the University owes payment to the Vendor, the University shall mail the Vendor'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 Vendor. The University has established a "Vendor Ombudsman". The duties of this individual include acting as an advocate for vendors 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 Vendor 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 Vendor of the non-availability of such funds when the University has knowledge of such fact. Upon receipt of such notice by Vendor, the Vendor 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 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.

10. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All proposers must disclose with their proposal 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 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 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 or 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 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 that 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 that requires 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 reprourement 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 are being advised not to do business with the contractor without the written approval of the University until such time as the vendor reimburses the University for all reprourement 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, the proposer agrees not to use the results thereof 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 offeror 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 fail 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 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 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.

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 ensure 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 Vendor do 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 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

Statewide Education Campaign Services: Education, Community Engagement, Communications, and Pedagogical Research

RFP No. 0003-2027

Refer ALL Inquiries to:

Office of Procurement Services
Attn: Wayarne Tolliver
Florida A & M University
2380 Althea Gibson Way, Suite 214
Tallahassee, FL 32307
(850) 599-3203 (Office)
(850) 561-2461 (Fax)

E-mail:

Procurement.officer@fam.u.edu

Bonfire Website:

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

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1.0 SPECIAL CONDITIONS -SOLICITATION OVERVIEW

1.1 Purpose

Florida Agricultural and Mechanical University (FAMU), on behalf of the Medical Marijuana Education and Research Initiative (MMERI), seeks proposals from qualified firms to provide comprehensive media advertising, strategic communications, public education, pedagogical research, community engagement, and consulting services to support a statewide public education campaign regarding medical marijuana and the impact of illicit marijuana use throughout the State of Florida.

The selected Contractor(s) shall develop, implement, manage, evaluate, and continuously improve a statewide education and communications campaign that reaches diverse populations across Florida through evidence-based educational methodologies, multimedia communications, strategic partnerships, and data-driven outreach strategies.

1.2 Contract Award

- A. FAMU intends to award one or more contracts to the proposer(s) determined to be most advantageous to the University and MMERI based on technical qualifications, experience, campaign strategy, statewide reach, personnel, methodology, and price.
- 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 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 the FAMU Office of Procurement Services Website.

1.3 General Information

Background

Florida Agricultural and Mechanical University is a public, fully accredited member of the State University System of Florida. FAMU is a doctoral/research institution and is the premier school among historically black colleges and universities. We are fully accredited by the Southern Association of Colleges and Schools.

FAMU offers 54 bachelor's degrees and 29 master's degrees. The University also offers a juris doctorate at its College of Law in Orlando. FAMU offers the following doctoral programs: chemical engineering, civil engineering, electrical engineering,

mechanical engineering, industrial engineering, biomedical engineering; physics; pharmaceutical sciences, educational leadership, and environmental sciences.

The University also has several satellite campuses, including the College of Law in Orlando, and the College of Pharmacy and Pharmaceutical Sciences has sites in Miami, Jacksonville, Tampa, and Crestview.

History

FAMU is dedicated to the advancement of knowledge, the 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 lifelong members of the university community.

1.4 Authorized FAMU Representative/Public Notices/FAMU Discretion

Proposer's response to this RFP must be submitted via the Bonfire Portal at <https://famubonfirehub.com/portal/?tab=openOpportunities>.

Any communications and/or inquiries by Proposer during this RFP process must be submitted in writing to the individual and address stated below.

Communications and/or 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 1.5, "Approximate 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 the Bonfire 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.

Wayarne Tolliver, Office of Procurement Services
2380 Althea Gibson, Suite 214
Tallahassee, FL 32307
Procurement.officer@famuedu
Phone (850) 599-3203

Advance notice of public meetings regarding this RFP, if FAMU determines in its sole discretion whether any such meetings will be held, will be posted on the Bonfire website: <https://famubonfirehub.com/portal/?tab=openOpportunities>

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.

1.5 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).

Date/Time	<u>Action</u>
08/28/2026	Request for Proposal Advertised / Released
09/03/2026	Deadline for submitting questions and/or inquiries or requests for changes by 2:30 PM in writing only; preferably by email to: procurement.officer@fam.u.edu ; purchasing@fam.u.edu ; Wayarne.Tolliver@fam.u.edu
09/8/2026	Responses to inquiries and Addenda, if any, Posted on Bonfire Website: https://fam.u.bonfirehub.com/portal/?tab=openOpportunities procurement.officer@fam.u.edu
09/17/2026	Deadline for Proposal submission at 2:00PM NOTE: All RFP Responses must be submitted via the Bonfire website: https://fam.u.bonfirehub.com/portal/?tab=openOpportunities RFP Opening Via Zoom: https://fam.u.zoom.us/j/95147491610
09/22/2026	Posting of the Intent to Award (or other Notice(s) as Appropriate)
09/25/2026	<u>End of 72-hour Protest Period</u>
	DATES SHOWN ARE ESTIMATES AND ARE SUBJECT TO CHANGE

1.6 Proposers' 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 that 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 1.5., entitled "Approximate 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 the 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 posted on the Bonfire Website as specified in Section 1.4.

- B. Any communications and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to the Authorized FAMU Representative listed in Section 1.4 as set forth in the Approximate Calendar of Events. Inquiries must be intelligible and concise and must clearly identify the Proposer who is submitting the inquiry.

1.7 Mandatory Site Visit and Surveys: As set forth in Section 1.6 Approximate Calendar of Events. All interested proposers must attend, if event is listed.

1.8 Written Addenda

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

1.9 Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0., "Required Proposal Format". Proposals are due at the time and date specified in Section 1.5., "Approximate Calendar of Events" and must be received, via Bonfire Website, by FAMU's Authorized Representative in FAMU's Office of Procurement Services, 2380 Althea Gibson, Room 214, Tallahassee, Florida 32307, no later

than **2:00 PM**, on the date set forth in the Approximate Calendar of Events, according to the time clock in FAMU's Office of Procurement Services.

Proposals or amendments to proposals that arrive after **the date and time set forth in the Approximate Calendar of Events**, will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and/or amendments to proposals shall not be accepted at any time.

Proposals will be accepted up to 2:00 PM, as set forth in the Approximate Calendar of Events, and no proposals may be withdrawn after the deadline for proposal submission time and date shown above. Proposals must be submitted to <https://famubonfirehub.com/portal/?tab=openOpportunities>. The proposal must be submitted **in a PDF format**.

1.10 Proposal Opening Date

Proposals will be opened, via Bonfire Portal, in FAMU's Procurement Office as set forth in the Approximate Calendar of Events.

1.11 Posting of Intent to Award

The intent to award a contract, if any, for this RFP will be posted for review by interested parties in Bonfire and on the FAMU Office of Procurement Services Website (see links below) and will remain posted for a period of seventy-two (72) hours (three (3) business days).

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

<http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting>

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 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 the Proposer's expenses associated with responding to the RFP.

1.12 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.

1.13 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.

1.14 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.

1.15 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 the rejection of the Proposer's proposal.

1.16 Verbal Instructions Procedures

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 1.4 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 **2:00 PM, EST**, as outlined in the Approximate Calendar of Events, will be recognized by FAMU as duly authorized expressions on behalf of the Proposer.

1.17 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 Status 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

1.18 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.

1.19 Definitions

FAMU'S Contract Administrator - The University's designated liaison with the Proposer. In this matter, FAMU's Contract Administrator will be the Authorized FAMU Representative listed in Section 1.4.

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 Vendor, which incorporates the requirements and conditions listed in this RFP, the Vendor's proposal, and State and University-mandated

terms.

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

1.20 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.**
- 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.

1.21 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.

1.22 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 privity 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 outlined 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 1.32 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 the 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 1.32 entitled "Subcontracts."

SCHEDULE:

Policy

Worker's Compensation	Statutory
*Comprehensive General Liability Insurance:	
(1) Bodily Injury Liability	\$1,000,000 each accident
(2) Property Damage Liability	\$1,000,000 occurrence
	\$1,000,000 aggregate
(3) Comprehensive Automobile Liability Insurance:	
(a) Bodily Injury Liability	\$500,000 each person
	\$2,000,000 each occurrence
(b) Property Damage Liability	\$500,000 each occurrence
(c) Excess Umbrella Liability	
Combined Single Limit Bodily Injury	\$10,000,000 each
occurrence	
Injury and/or Property Damage	\$10,000,000 aggregate

*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

D. 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 the 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 vendor who is not required by Florida Statute to cover their employees by Worker's Compensation, the Contractor must obtain prior approval of the subcontractor from Florida A&M University.

1.23 Term of Contract

Each contract resulting from this RFP, if any, will be for a three (3) year period with an effective date upon execution, having the option to renew for an additional two one (1) year period pending mutual consent.

1.24 Cancellation /Termination of Contract

Any contract established as a result of this RFP may be unilaterally canceled by FAMU for refusal by the 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 a 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.

1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 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 received by the addressee at the address listed below:

Avery McKnight, General Counsel
Office of General Counsel
1601 S. Martin Luther King, Jr. Blvd
300 Lee Hall
Tallahassee, FL 32307

Stephany Fall, CPO
Office of Procurement Services
2380 Althea Gibson,
Suite 214
Tallahassee, FL 32307

1.30 Governing Law and Venue

This RFP and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered 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.

1.31 Liaison

FAMU's liaison with the successful Proposer, if any, shall be Mattie Hood, Chief Procurement Officer.

1.32 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 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 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.

1.33 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.

1.34 Equal Opportunity Statement

The State of Florida and FAMU subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination based on race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Proposer commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.
- B. The Proposer, if any, awarded a contract under this RFP shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

- E. If the Proposer anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached as **APPENDIX V**.
- D. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must maintain a written program for affirmative action compliance that is accessible for review upon request by FAMU.
- F. Proposers shall identify its company's government classification at time of proposal submittal. Proposer's identity will not foster special consideration during this RFP process; this is only for informational purposes for reporting.

1.35 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.

1.36 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.

1.37 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.

1.38 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 (BOG) 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. All employees of contract must be identified by wearing uniform and name tags.

1.39 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.

1.40 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.

1.41 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 the aforementioned documents, the order of precedence is:

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

1.42 Use of Contract by Other Government Agencies

At the option of the vendor/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 vendor/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.

1.43 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.

1.44 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 "principal place of business" is the State of Florida.

- A vendor's principal place of business" is determined as follows:
 1. If the vendor is an individual or a sole proprietorship, its "principal place of business" is in the state where the vendor's primary residence is located.
 2. If the vendor is a business organization, 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.
- Personal Property: When the lowest responsible and responsive proposal is submitted by a proposer 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 proposal, 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 proposer has its principle place of business. If the lowest responsive and responsible proposer in that state does not grant a preference in competitive solicitation to companies having a principal place of business in that state, the preference granted to the lowest responsible and responsive proposer having a principal place of business in Florida shall be five (5) percent.

- Proposers whose principal place of business is outside the state of Florida must include, with their RFP response document, a written statement, signed by an attorney at law licensed to practice in the proposer's state (referred to as their "principal place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

1.45 Evaluation Criteria and Selection Process

FAMU reserves the sole discretion to negotiate with and/or award a contract to the highest-ranked proposer(s). Discussions, clarifications, or negotiations conducted after proposal submission do not constitute a rejection of any proposal, nor do they constitute a counteroffer by FAMU.

In the event the Chief Procurement Officer, Vice President of Finance and Administration, in consultation with the President, determines it to be in FAMU's best interest to enter negotiations, the following shall apply:

1. Establish an evaluation committee tailored for the 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 criterion 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 Vice President of Finance and Administration 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.
- A. All proposals shall be initially evaluated based on the 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

Criteria	Max Points
Understanding of Project Requirements and Technical Approach	25
Statewide Media Advertising and Public Education Experience	20
Qualifications of Category Lead and Key Personnel	15
Communications Strategy, Creativity, and Innovation	15
Data Analytics, Research, Performance Measurement, and Reporting	10
Community Engagement and Partnership Development Approach	05
Past Performance and References	05
Cost Proposal / Price	05
Evaluation of Responses Points Total	100

The recommendation of the Evaluation Committee will be submitted to the Chief Procurement Officer, along with the final agreed-upon terms, for review and approval, and to the designated decision maker for a final decision regarding award. The University Official considers the Evaluation Committee's recommendation and final agreed-upon terms, as applicable, and determines which vendor(s) to enter into a Contract with.

If an award is made as a result of the RFP, an Intent to Award will be posted to the FAMU Office of Procurement Services website for seventy-two (72) hours once the decision maker makes the final decision.

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.

Evaluation Criteria Descriptions

A. Understanding of Project Requirements and Technical Approach

Evaluation will include:

- Understanding of MMERI's legislative and public education objectives;

- Campaign methodology;
- Implementation strategy;
- Deliverable management process;
- Ability to achieve statewide reach.

B. Statewide Media Advertising and Public Education Experience

Evaluation will include:

- Comparable statewide media campaigns;
- Public education experience;
- Government or higher education experience;
- Demonstrated audience engagement success.

C. Qualifications of Category Lead and Key Personnel

Evaluation will include:

- Educational background;
- Years of experience;
- Relevant certifications;
- Experience managing campaigns of similar size and complexity.

D. Communications Strategy, Creativity, and Innovation

Evaluation will include:

- Communications framework;
- Creative concepts;
- Multimedia strategy;
- Use of emerging technologies;
- Audience engagement tactics.

E. Data Analytics, Research, Performance Measurement, and Reporting

Evaluation will include:

- Measurement framework;
- Dashboard capabilities;
- Research methodologies;
- Outcome tracking;
- Continuous improvement strategies.

F. Community Engagement and Partnership Development

Evaluation will include:

- Statewide partnership strategy;
- Rural and underserved community outreach;

- Stakeholder engagement methods.

G. Past Performance and References

Evaluation will include:

- Client references;
- Performance on similar contracts;
- Record of successful project completion.

H. Cost Proposal

Evaluation will include:

- Cost reasonableness;
- Cost effectiveness;
- Value to the University.

1.46 Submittal

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

- a. Request for Proposal Acknowledgement form, completed and signed
- b. Three (3) references within the past three (3) years; including the name of the company, contact person, and phone number.
- c. Notice of Conflict of Interest
- d. Price Sheet
- e. Non-Collusion Affidavit
- f. State of No Involvement
- g. Certificate of Non-Segregated Facilities form (if applicable; see Section 2.31C)
- h. Acknowledgment of Amendments Issued by the University
- i. Florida Department of State Certificate of Status

Each Proposer is responsible for ensuring that its proposal is delivered at the proper time, as stated in Section 1.5 Approximate Calendar of Events. The University shall not consider late proposals. PROPOSALS MUST BE RECEIVED VIA THE BONFIRE WEBSITE before 2:00 P.M. on the date specified in Section 1.5 Approximate Calendar of Events.

2.0 SCOPE OF SERVICES

The Contractor shall provide comprehensive statewide media advertising and consulting services that may include:

2.1 Service Category 1

Education and Pedagogy Activities

The Contractor shall:

- Design, develop, implement, and maintain a Learning Management System (LMS);
- Develop evidence-based educational content;
- Coordinate webinars, workshops, training programs, and educational events;
- Track participation and learning outcomes;
- Conduct educational impact assessments;
- Provide LMS administration, maintenance, reporting, and technical support.

2.2 Service Category 2

Customized Multimedia and Communication Services

The Contractor shall:

- Develop a comprehensive statewide multimedia communications plan;
- Produce television, radio, digital, print, streaming, social media, podcast, and outdoor advertising campaigns;
- Develop multilingual communications materials, including English, Spanish, and Haitian Creole;
- Create campaign graphics, videos, scripts, animations, and educational materials;
- Manage statewide media buying and placement;
- Execute targeted digital advertising campaigns;
- Monitor performance analytics and campaign effectiveness;
- Coordinate media relations and public information activities.

2.3 Service Category 3

Community and Partnership Engagement

The Contractor shall:

- Establish statewide outreach partnerships;
- Engage community-based organizations and educational institutions;

- Support outreach activities in rural, urban, and underserved communities;
- Coordinate stakeholder engagement efforts;
- Maintain partnership databases and participation metrics.

2.4 Service Category 4

Strategic Coordination and Implementation

The Contractor shall:

- Coordinate statewide campaign planning and execution;
- Develop quarterly communications and outreach strategies;
- Produce virtual and hybrid events;
- Manage MMERI branding and messaging consistency;
- Develop newsletters, reports, brochures, and educational collateral;
- Coordinate media schedules and campaign calendars;
- Provide ongoing strategic consulting and implementation support.

2.5 Service Category 5

Pedagogical Research and Evaluation

The Contractor shall:

- Conduct educational effectiveness research;
- Design and administer assessments;
- Analyze audience behaviors and learning outcomes;
- Produce technical reports and scholarly publications;
- Conduct annual program evaluations;
- Provide recommendations for continuous improvement.

3.0 MINIMUM QUALIFICATIONS

Proposers must demonstrate:

3.1 Corporate Experience

1. Minimum five (5) years of experience in public education, communications, media advertising, or strategic communications.
2. Experience managing statewide or multi-regional public outreach campaigns.
3. Experience with government, higher education, healthcare, public health, or regulated industries.
4. Demonstrated experience utilizing demographic and audience segmentation data.

3.2 Personnel Qualifications

1. Assign a Category Lead dedicated to this engagement.
2. Category Lead must:
 - Be a full-time employee of the proposer;
 - Possess a minimum of seven (7) years of relevant experience;
 - Have demonstrated experience overseeing statewide media campaigns;
 - Serve as the primary contact throughout the contract term.

4.0 DELIVERABLES

The Contractor shall provide:

4.1 Weekly Status Reports

Including:

- Activities completed;
- Activities in progress;
- Emerging risks and issues;
- Upcoming milestones;
- Campaign performance updates.

4.2 Monthly Campaign Reports

Including:

- County-by-county campaign activities;

- Audience reach;
- Demographic information;
- Media placements;
- Impressions and engagement metrics;
- Digital performance statistics;
- Partnership activities;
- Educational outcomes;
- Recommendations and proposed campaign modifications.

4.3 Quarterly Deliverables

Including:

- Strategic campaign plans;
- Communications performance reviews;
- Media effectiveness assessments;
- Outreach impact summaries.

4.4 Annual Deliverables

Including:

- Annual program evaluation;
- Return-on-investment analysis;
- Campaign impact assessment;
- Strategic recommendations for future initiatives.

5.0 REQUIRED PROPOSAL FORMAT

5.1 Introduction

The Proposer shall not alter the RFP in any way and shall not reproduce all or any part of the RFP in its proposal document. The contract, if any, resulting from this RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If the Proposer's proposal deviates from these instructions, such proposal may, in FAMU's sole discretion, be REJECTED.

5.2 Table of Contents

Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

5.3 Response Content

The University will consider the capabilities of Contractors to serve the needs of the University community as described in the specifications, by considering the size, scope, and nature of the Contractor's overall operation and the Contractor's prior responsible experience in comparable situations. Failure to provide written responses to items indicated in the RFP will be interpreted by the University as an inability by the Contractor to provide the requested service and may result in the rejection of the response.

The Response to this RFP shall be submitted in the following order and include the information requested: (Insert your customized tabs, if different than below.)

Tab 1 Executive Summary

A. Provide an overview of the company's background philosophy in providing similar services.

- Company overview;
- Understanding of MMERI's objectives;
- Summary of proposed approach.

Tab 2 Firm Qualifications

- Company history;
- Relevant experience;
- Similar projects completed;
- References.

Tab 3 Project Team

A. Provide the qualifications and capabilities of the personnel assigned to this contract, including:

- Organizational chart;
- Category Lead;
- Key personnel resumes.

Tab 4 Technical Approach

- Statewide campaign strategy;
- Audience segmentation methodology;
- Media planning approach;
- Research methodology;
- Partnership development strategy;

- Performance measurement approach;
- Risk mitigation strategies.

Tab 5 Work Plan and Timeline

Include:

- Implementation schedule;
- Major milestone dates;
- Reporting schedule

Tab 6 Past Performance

Provide at least three (3) comparable engagements.

TAB 7 – Pricing Proposal

Provide:

- Fixed monthly fee;
- Media buying rates;
- Production costs;
- Optional services;

**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: _____

REFERENCE
Company Name:
COMPANY ADDRESS:
CONTACT PERSON:
PHONE NUMBER:
FAX NUMBER:
Email Address:

- **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 Proposal 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, _____, 202_____

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

APPENDIX IV

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, nor 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 than 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 misstatement in this affidavit is and shall be treated as fraudulent concealment from the State of Florida of the facts relating to the submission of Responses for this contract.

Signature

Title

Company

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2026.

Signature of Notary

STATE OF _____

Print, Type or Stamp Commissioned Name of Notary Public

Personally known _____ OR Produced identification _____

Type of identification produced _____

APPENDIX V

CERTIFICATE OF NON-SEGREGATED FACILITIES

We, _____(Company)

Certify that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregated facilities are maintained. We understand and agree that breach of this certification is a violation of Equal Opportunity clause required by Executive Order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise.

We further agree that (except where we have obtained identical certifications from proposed Subcontractors for specific time periods) we will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that we will retain such certification in our files; and that we will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

(Name of Company)

By: _____

Date: _____

Title: _____

APPENDIX VI

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

APPENDIX VII

Florida Department of State Certificate of Status