

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



REQUEST FOR PROPOSALS

Acknowledgement Form

Page 1 of 33 Pages	PROPOSALS WILL BE OPENED: 03/05/2025 at 2:00 PM	PROPOSAL NO. 0002-2025
POSTING DATE: 2/26/2025	PROPOSAL TITLE: FEDERAL LOBBYING SERVICES	

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 https://www.famu.edu/administration/division-of-finance-and-administration/office-of-operational-effectiveness-and-procurement-services/solicitations.php 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:	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> AUTHORIZED SIGNATURE (MANUAL) <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> AUTHORIZED SIGNATURE (TYPED) & TITLE <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> DATE SIGNED
TOLL-FREE NUMBER:	
<i>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 tenders final payment to the proposer.</i>	

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 Acknowledgement 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's 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 HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.
9. PAYMENTS: In the event 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 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 bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of FLORIDA A&M UNIVERSITY or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and 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 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 procurement costs may be charged against your firm. Any violations of these stipulations may also result in:

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

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

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

The Vendor, their employees and agents shall be responsible for exercising extreme care and caution in the conduct of operations to insure the safety and 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 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)

Federal Lobbying Services

RFP No. 0002-2025

Refer ALL Inquiries to:

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

E-mail:

Purchasing@famu.edu
Jamal.sowell@famu.edu

Bonfire Website:

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

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1.0. INTRODUCTION AND GENERAL INFORMATION

1.1. Statement of Objective

The objective of this Request for Proposal (RFP) is to enable the Florida A&M University (FAMU) to enter into an agreement with a vendor to provide Professional Federal Lobbying Services.

The Successful Proposer, if any, will enter into a contract with FAMU to perform lobbying services and activities on behalf of the University before Congress and Federal Agencies and regulatory bodies to include not limited to legislative, monitoring, advocacy to maintain and improve federal funding and guidance, testimony and regulatory services, as well as issue management and coalition building.

1.2. Contract Award

This solicitation is designed to be awarded to multiple vendors

- 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

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 62 bachelor's degrees and 39 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, 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.

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.

**Antonita Bryant, Office of Procurement Services
Florida A&M University
2308 Althea Gibson Way, Suite 214
Tallahassee, FL 32307
purchasing@famuedu and jamal.sowell@famuedu
Ph: (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: <https://www.famu.edu/administration/division-of-finance-and-administration/office-of-operational-effectiveness-and-procurement-services/solicitations.php> 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).

Date/Time	Action
02/26/2025	Request for Proposal - Advertised
02/26/2025	Request for Proposal - Released
03/3/2025	Deadline for submitting questions and/or inquiries in writing only; preferably by email to (purchasing@famu.edu and jamal.sowell@famu.edu) (no later than 5:00pm)
03/3/2025	Responses to inquiries and Addenda, if any, will be posted on Bonfire website: https://famu.bonfirehub.com/portal/?tab=openOpportunities
03/05/2025	Deadline for Proposal Submission at 2:00 P.M. (RFP opening) Office of Procurement Services, 2380 Althea Gibson Way, Suite 214, Tallahassee, Florida 32307 via Zoom Video Conferencing Zoom ID# 944 1340 0934 NOTE: All Bid Responses must be submitted via the Bonfire website: https://famu.bonfirehub.com/portal/?tab=openOpportunities
03/07/2025	Posting of the Intent to Award (or other Notice(s) as Appropriate)
03/12/2025	End of 72-hour Protest Period

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 posted on the 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 **3/3/2025 by 5:00PM Eastern Standard Time (EST)** 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 Althea Gibson Way, Room 214, Tallahassee, Florida 32307, no later than **2:00 PM, EST 3/5/2025** according to the time clock in FAMU's Office of Procurement Services.

Proposals or amendments to proposals that arrive after **2:00 PM, EST, 3/5/2025**, 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, EST** on **3/5/2025** 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 in 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, EST** on **3/5/2025**.

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 0002-2025**. The proposal must be submitted in **one (1) original, eight (8) 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 **3/5/2025** at 2:00 pm through the Office of Procurement Services, 2380 Althea Gibson Way, Suite 214, Tallahassee, Florida 32307 via **Zoom Video Conferencing**

Zoom ID# 944 1340 0934

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), <https://www.famu.edu/administration/division-of-finance-and-administration/office-of-operational-effectiveness-and-procurement-services/solicitations.php> 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 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 **5:00PM, EST on 3/3/2025**, 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.

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, Vendor'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.

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 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 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:

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	\$25,000,000 each occurrence
Injury and/or Property Damage	\$25,000,000 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

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 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 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 bidder 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 March 1, 2025 to December 31, 2028 with an option to renew for up to three (3) additional one (1) year terms pending mutual consent.

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
1601 S. Marin Luther King, Jr. Blvd
300 Lee Hall
Tallahassee, FL 32307

Ms. Antonita Bryant, Director
Office of Procurement Services
2380 Althea Gibson Way,
Suite 214
Tallahassee, FL 32307

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 Antonita Bryant, 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

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 on the basis of 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.
- C. 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 IV**.
- 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. See FAMU Form RFP acknowledgement cover page. Proposer's identity will not foster special consideration during this RFP process; this is only for informational purposes for reporting.

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 (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.

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 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.

2.41 Price Preference for Florida Vendors

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

- A vendor's principal place of business" is determined as follows:
 1. If the vendor is an individual or a sole proprietorship, then its "principal place of business" is in the state where the vendor's primary residence is located.
 2. If the vendor is a business organization, then its "principal place of business" is in the state where the majority of the vendor's executive officers direct the management of the vendor's business affairs.
- Personal Property: When the lowest responsible and responsive bid or proposal is submitted by a bidder or 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 bidder or proposer has its principle place of business. If the lowest responsive and responsible bidder or proposer in that state does not grant a preference in competitive solicitation to companies having a principle place of business in that state, the preference granted to the lowest responsible and

responsive bidder/proposer having a principle place of business in Florida shall be 5 percent.

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

2.42 Evaluation Criteria and Selection Process

- A. FAMU reserves the right to conduct negotiations with the 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 deems in consultation with the President 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

Criteria – (Federal Lobbying Services)	Max Points
1. Firm’s Qualification and Relevant Experience	40
2. Proposed Approach	35
3. Demonstrated understanding of Scope as described in this RFP, to include maintaining and establishing funding, planning process, and regulatory requirements for University’s initiatives	35
5. Financial Stability	15
6. Total Cost <small>$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal being Rated}} \times \text{Total Available Points for Cost} = \text{Awarded Points}$</small>	25
Maximum Points	150

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 Stephany Fall, who will compile the evaluations. At the time of such delivery to Stephany Fall, the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by the Vice President for Administrative and Financial Services.

The Director of Procurement Services shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the RFP, the proposals, and committee members’ scoring forms. Based on what the Director 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 SPECIAL CONDITIONS

3.1 Scope of Service

FAMU Board of Trustees is seeking a qualified firm to provide federal representation on behalf of the University in Washington, D.C. The successful bidder shall provide lobbying services and activities on behalf of the University before Congress, Federal Agencies, regulatory bodies and national higher education entities; providing analysis of all federal education policies, programs, and regulations; and developing funding initiatives as a part of the federal budget process to serve the best interest of the University, as more specifically described below:

- (a) Provide highly personalized, issue-based counseling project management and information services;
- (b) Directly participate in planning legislative strategy and assist University in evaluating their federal legislative needs and developing and enhancing the University's political/governmental relations programs;
- (c) Perform active direct advocacy, including preparing effective written and oral testimony approved by the President and Vice President for Research and other appropriate University administrators to Congressional representatives and to appropriate personnel in federal agencies and the Administration;
- (d) Prepare customized reports on pending legislation, interim studies, special commissions, task forces, roundtables, and other venues both inside and outside the legislative process to include tracking discussions, drafts, emerging issues, intelligence reports and other activities that may ultimately affect legislation or University interests and review agendas, hearing notices, reports, websites and other information directly and provide actions which could have an effect on University;
- (e) Monitor and provide timely reports of federal legislative and administrative activities including bills, committee hearings, Congressional floor debate, proposed agency policies and rulemaking, etc.;
- (f) Establish and maintain contacts with key Congressional members and staff and federal agency personnel and provide University with an ongoing respected presence in Washington, D.C. (e.g., arranging and participating in appearances for FAMU representatives at Congressional hearings, agency meetings, etc.);
- (g) Interface with relevant parties to provide the information, analysis and counseling to help University understand and manage constantly changing regulatory requirements, to keep University informed of new and emerging requirements from the

- regulatory arena and to identify their relevance at their earliest point in development;
- (h) Direct participation in lobbying coalitions on issues involving a number of interested parties;
 - (i) Schedule meetings with, provide introductions to and facilitate access to federal officials; draft bills, amendments, testimony, advocacy materials, rulemaking comments and other materials;
 - (j) Draft bills, amendments, testimony, advocacy materials, rulemaking comments and other materials
 - (k) Pursue federal funding for various University educational, equipment and construction initiatives; and
 - (l) Ensure compliance with federal and state reporting requirements concerning federal lobbying activities for federally funded projects.

3.2 Personnel Qualifications and Proposal for Services

A. Qualification for Firm and Personnel

The proposer shall have a minimum of seven years' experience in providing the services as describe in this RFP. Specifically, identify relevant University experience, specialty areas of expertise, how the firm would utilize personnel and carry out work tasks, and indicators of likelihood of successfully accomplishing proposed work and being able to effectively work with entities described herein based on past performance

B. Initiatives Personnel

List all professional personnel who will be working on the project, their related expertise, titles, and job descriptions. Résumés of key personnel should be included.

C. Cost and Billing Rates

The total costs of all tasks performed under this agreement shall not exceed \$250,000. List normal and discounted billing rates, if applicable, of all personnel, and the expected range of hours they are likely to be utilized to conduct work described in this RFP.

4.0 REQUIRED PROPOSAL FORMAT

4.1 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 Proposer's proposal deviates from these instructions, such proposal may, in FAMU's sole discretion, be REJECTED.

FAMU EMPHASIZES THAT THE PROPOSER CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Proposer must use sections and tabs that are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters that the Proposer wishes FAMU to take into consideration in reviewing the proposal. Proposer's response to this RFP must be sent to FAMU's Authorized Representative at the address listed in Section 2.1. above.

4.2 RESPONSE CONTENT/SUBMITTALS- Proposers are required to submit the documentation listed below with their bid reply. The bids are to be in a sealed envelope, marked with the bid number, title, opening date and time.

- Tab 1 EXECUTIVE SUMMARY

- A. Provide a cover letter indicating your firm's understanding of the requirement/scope of services of this specific RFP. The letter must be a brief formal document that provides information regarding the Contractor's interest in and ability to perform the requirements of this RFP in addition to explaining any relevant milestones and the basic mission of the firm. A person who is authorized to bind the Respondent's organization to perform the services included in the Response must sign the letter. Please provide a list of all persons authorized to give presentations for Respondent. A person who is authorized to bind the Respondents' organization must sign the letter and any other documents requiring signatures in accordance with this RFP and provide documentation of the authority to bind the company.
- B. Completed and signed RFP Acknowledgement form and any addenda forms issued.

- Tab 2 EXPERIENCE AND QUALIFICATIONS

The proposer will describe the firm's qualifications that pertain to the work described in this RFP and the minimum qualifications for proposers. Specifically, identify relevant higher education experience, specialty areas of expertise, how the firm would utilize personnel and carry out work tasks, and indicators of likelihood of successfully accomplishing proposed work and being able to effectively work with entities described herein based on past performance

- A. FAMU is interested in the specific qualifications of Proposers who can demonstrate prior experience in working with higher education institutions on federal issues, programs and the appropriation process. The Proposer shall detail all federal experience representing education interests and include a description of services rendered and its accomplishments.
- B. Where the project team includes subcontractors, qualifications of the proposed subcontractors shall also be provided. Past working relationships on similar projects should be indicated.
- C. Submit the resumes of the management team you are proposing for the FAMU account. As well as the credentials of the individuals from your firm that will administer the day-to-day operations of this Contract. Response must identify the person or persons to perform work with the University and identify the portion of the contract each person would be expected to be responsible for. It is expected that the services provided will require a close, positive working relationship with the University and that the personnel identified would not be changed without fourteen (14) days prior written notice to the University.
- D. Please provide a total of three (3) similar current and former market references. Please include only references within the current calendar year and previous five (5) calendar years. Information provided for each account shall include:
 - 1. Contract/Project name
 - 2. Agency/department/office for which performed
 - 3. Dates of contract
 - 4. Owner's contract/project manager or other representative
 - 5. Contact person and direct-line phone number
 - 6. Dollar value of contract

The University reserves the right to contact any and all references and to obtain, without limitation, information on the Respondent's performance on relevant jobs.

- Tab 3 PROPOSED APPROACH

Describe your firm's overall philosophy and how it will be applied to the contract. Describe your firm's capability to deal effectively with the legislature to ensure that the University's needs are met. Be candid in describing your firm's specific strengths and how those strengths may be unique from your competitors. Describe how your firm will use its strengths to represent the individual interests of the University without creating conflicts of interest.

In addition to the above, the Proposer will outline in detail (a) goals and (b) tasks for each goal to effectively implement a program for liaison services in (1) the Congress, (2) higher education associations, (3) Federal agencies. The Proposer will also include a Program Evaluation and Review Technique Chart (PERT) illustrating the estimated amount of time the assigned personnel will devote to each goal and task detailed in this area. Proposers should note that the proposed amount of time dedicated to these functions should reflect an estimated total percentage of 100% of the time the proposer plans to allot on all activities listed in Paragraph 3.1 of Section 3, Special Conditions of this RFP.

Tab 4 FINANCIAL STABILITY

Provide Respondents audited financial statements for the past three (3) years. If the company is a division of a larger corporation, the statements should be submitted for the corporation as a whole and for that division of the corporation.

- Tab 5 SAMPLE REPORTS, CHARTS, AND RELATED WORK
Copies of similar studies, funding opportunities resulting in an award, and other activities completed for Governmental entities, along with time table.
- Tab 6 REQUIRED DOCUMENTS
Licensing and registrations; Insurance Certificate; etc.

Tab 7 COST

The Proposal shall include all cost for Federal Lobbying Services per month. To include the list of normal and discounted billing rates, if applicable, of all personnel, and the expected range of hours they are likely to be utilized to conduct work described in this RFP.

Cost per Month \$_____

Hourly Rate \$_____

TOTAL CONTRACT PRICE\$_____

**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 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:

_____	_____
_____	_____
_____	_____

The above information is true and correct to the best of my knowledge. Signed on this _____, day of _____, 2017.

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

**Florida Department of State
Certificate of Good Standing**