



REQUEST FOR QUOTATION		
SUBMIT QUOTATION TO: FLORIDA GULF COAST UNIVERSITY via email to: adrevenkar@fgcu.edu	NUMBER:	RFQ 21J-001
	TITLE:	Public Relations/Marketing Campaign
	REPLY-BY DATE:	September 1, 2020 3:00PM EST
	PAYMENT TERMS:	NET 40 days
	PRICING TERMS:	Prices shall be held firm for the term of this RFQ and term of negotiated agreement.
	*** Quote is valid for 365 days from the reply-by date and throughout the duration of the negotiated agreement.	

State Tax Exemption Certificate No.85-8012496546c-6		THIS IS NOT AN ORDER
<p>Please quote on this sheet in the spaces indicated below, the articles described. This RFQ is for a term of one year and is intended to establish base price for that period of time. Base your quotation on the terms and conditions on the material and/or services listed below. Your quotation must be received by the REPLY-BY DATE indicated above. Florida Gulf Coast University is tax exempt and is not subject to sales and excise taxes. The University reserves the right to negotiate with any or all vendors or to make a duplicate or split award. Bids should be submitted initially on the most favorable terms. Please advise of the availability of any discounts associated with your pricing that are a result another contract competitively solicited by a State, Municipality, University, College, School District, or Group Purchasing Organization. By signing below, respondent agrees to the terms of this RFQ.</p>		
RESPONDENT INFORMATION		
Company Name:		
Telephone #:	Email:	
Website:		
Name of Representative:	Signature of Representative:	
Official Title:	Date:	

SPECIFICATIONS

FGCU seeks quotes for Public Relations/Marketing Campaign for the following service location:

Florida Gulf Coast University
 10501 FGCU Boulevard South
 Ft. Myers, FL 33965-6565

Greater SW Florida Community

STIPULATIONS AND/OR CLARIFICATIONS **Soaring Eagle Academy Draft Blueprint for Public Relations Plan**

Goal: Facilitate development of a welcoming and inclusive climate for new group of students entering campus across multiple stakeholders.

Products will include brochures, fact sheets, bookmarks, social media posts, video and other branding items.

Themes are based on FGCU identity as eagles and may include feathers, wings, talons, eagle eye, flocks (convocation), flight (frequent flyer) etc.

Other: The University requires that all vendors utilizing and reproducing the University's logos and trademarks must be licensed to do so. The awarded vendor will need to become licensed upon award (if not already licensed) and will be required to only utilize licensed vendors for product and material production.

Proposed Timeline	FGCU Students (Student Government, D&I Certificate, Service Learning)	SEA Students and Families	FGCU Personnel (Faculty Senate, SAC, D&I Certificate)	FGCU Contractors (food services, cleaning, bookstore etc.)	Community at large (Disability Organizations, School Districts, VR, APD etc.)
Summer 2020	Solicit Proposals and Select Contractor				
Fall 2020	In collaboration with key personnel develop a comprehensive marketing/public relations campaign and implement year 1 activities including items detailed below under contractor				
Fall 2020	Contractor Press Releases, Eagle News, WGCU and local media Prepare and disseminate written materials Establish social media presence FGCU In-house Movie nights Embed in Diversity and Inclusion (D&I) program on campus		Contractor Press Releases, Eagle News, WGCU and local media Prepare and disseminate written materials Establish social media presence FGCU In-house Movie nights Embed in D&I	Contractor Prepare and disseminate written materials Establish social media presence	
Spring 2021	Contractor Expand social media presence FGCU In-house Speaker Series	Contractor Prepare and disseminate written materials Establish social media presence	Contractor Expand social media presence FGCU In-house Speaker Series	Contractor Expand social media presence FGCU In-house Speaker Series	Contractor Prepare and disseminate written materials Establish social media presence
Summer 2021	Embed in welcome to the nest events	Welcome orientations			Personnel present at various organizations

SCHEDULE OF DELIVERABLES

1. Oct. 15, 2020- In collaboration with Soaring Eagle Academy (SEA) Principal Investigator and steering committee members design a comprehensive marketing campaign to educate and solicit empathy and positive expectations about persons with intellectual disabilities. See appendix A for draft blueprint
2. Dec. 1, 2020 -Design written materials and branding items for SEA
3. Jan. 30, 2021- Execute initial steps targeting FGCU campus community in planned marketing campaign
4. May 1, 2021 -Execute steps enlarging target audience to greater SW Florida community

PRICING SCHEDULE

- Designs and branding will be subject to alignment with FGCU's branding guidelines.
- Please provide your pricing for the following:
 1. Rate per deliverable - \$ _____
 2. List below any other charges or rates in your usual pricing schedule not listed above -

GENERAL CONDITIONS

1. Term: Pricing is to be held firm for a period of One (1) year from date of Agreement. One (1) additional one (1) year periods may be negotiated
2. A. Vendor shall perform all services outlined herein and furnish all labor at their risk, assuming full responsibility for completion of the services and providing the deliverables required for the amount stated in the Agreement. No compensation will be provided for additional reimbursable expenses, unless if agreed to in writing by the parties.

B. The parties agree that time is of the essence in the performance of the services required under this Agreement. The Vendor agrees that all services shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as well ensure full completion thereof within the time specified.

C. Before any optional repair or service work is commenced pursuant to services provided under this Agreement, Vendor shall supply FGCU with a written estimate for all charges expected to be incurred for such optional service, which estimate shall be reviewed by FGCU and a final amount for Vendor's compensation shall be approved by FGCU.
3. A. All materials, labor and workmanship and replacement parts and supplies shall be fully warranted and guaranteed to include a minimum one (1) year warranty against defects in materials and workmanship for work done under this Agreement and any work authorization issued hereunder from the date of completion and acceptance. Any repairs made under warranty shall include any weekends and holiday rates, if repairs are required during that time.

B. The Vendor is required to expressly warrant all replacement parts are free from defects, warranted for their merchantability and meet performance specifications of the original equipment.
4. FGCU as a public corporation of the State of Florida is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes. Vendor shall pay all personal property taxes on leased equipment and all taxes based upon net income.
5. To ensure the indemnification obligation stated in Section 6 herein, Contractor shall, at a minimum provide, pay for and maintain at all times during the term of this Agreement the insurance coverage set forth below:
 - A. Contractor shall maintain workers' compensation insurance for all employees, including coverage under the applicable law of the jurisdiction where the work will be performed. Contractor shall also require that all of its subcontractors maintain similar worker's compensation coverage, in the event Contractor employs subcontractors.

- B. Contractor shall maintain general liability insurance. Limits shall be a minimum of: (i) \$1,000,000 per occurrence for bodily injury or property damage; (ii) \$1,000,000 per occurrence for products or completed operations; and (iii) \$2,000,000 annual aggregate for products or completed operations' claims. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Contractor shall also require that all of its subcontractors maintain similar general liability insurance.
 - C. Contractor shall maintain automobile liability insurance. Limits shall be a minimum of: (i) \$1,000,000 per accident combined single limit or (ii) \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Coverage shall include liability assumed under this Agreement.
 - E. With regard to the above, Contractor's insurance shall: (i) be underwritten by a licensed insurer reasonably acceptable to the University; (ii) be primary for University's exposure relative to any insurance purchased or maintained by the Contractor; (iii) be evidenced by a certificate of insurance, with the appropriate endorsement containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled, non-renewed or materially altered without thirty (30) days written notice by certified mail to the University; (iv) the general liability and automobile liability policies shall specifically protect the University by including Florida Gulf Coast University Board of Trustees as additional insured; (v) the official title of the certificate holder shall be Florida Gulf Coast University Board of Trustees.. With regard to the general liability insurance and automobile liability insurance, Contractor's insurance shall be endorsed so the insurer will waive subrogation rights against the University. Contractor shall endeavor to provide thirty (30) days written notice to the University of any cancellation, non-renewal, or material change of coverage and provide 10 days for cancellation due to non-payment.
6. Vendor will indemnify, defend, and hold harmless the Florida Gulf Coast University Board of Trustees, and their officers, employees and representatives, from and against any and all liability, damages, losses, expenses, claims, demands, suits, actions, judgments, bodily injuries or sicknesses to any person, or damage, destruction, or loss of use of any property arising out of, or related to, the services provided by the Vendor to the extent caused by the negligent acts or omissions or willful misconduct of the Vendor, its employees, or agents.

To the extent allowable by law, FGCU will indemnify Vendor for the negligent acts of its officers and employees while acting in the scope of their employment by FGCU. Nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of FGCU or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of FGCU or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

Without intending to create any limitation relating to the survival of any other provisions of this Contract, both parties agree that the terms of this paragraph shall survive the expiration or earlier termination of this Contract. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply. Such notification shall include all notices and legal process it receives in the most expeditious means available to the affected party. Each party agrees that the other may employ attorneys of its own choice to appear and defend the action and that no party shall do anything to compromise the defense of the action or any settlement thereof and shall provide all reasonable assistance which the other may require. The foregoing indemnity shall not apply to settlement of claims made without the consent of both parties.

- 7. No default, delay, or failure to perform on the part of Vendor or FGCU 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 in actions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, or 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. FGCU reserves the right to cancel this Agreement or schedule another contractor in the event Vendor is unable to perform as scheduled.
- 8. It is understood that Vendor executes this Agreement as an independent contractor and is not an employee of FGCU for any purposes, and that Vendor shall have exclusive control over the means, methods, and details of fulfilling his/her obligations under this Agreement, except for the time and length of the scheduled performance. Vendor agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement.

9. Government Regulations

To the extent applicable, Vendor agrees that it will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- F. Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color or national origin.
- G. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq. covering rehabilitation measures for Vietnam Veterans.
- H. Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
- I. Chapter 760, Florida Statutes, which prohibits discrimination on the basis of race, color, religion, sex, national origin, age, handicap, or marital status.

- J. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability or perceived disability
 - K. All regulations, guidelines, and standards which are now or may be lawfully adopted under the above statutes, as well as any other applicable federal, state, or local rules, regulations, and ordinances.
10. Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Refusal by Vendor to allow such public access shall be grounds for unilateral cancellation of this Agreement by FGCU.
 11. If any portion of the FGCU facilities and equipment is damaged by any act, omission, default or negligence of Vendor, his/her agents, employees or contractors, Vendor shall pay to FGCU upon demand a sum equal to the cost of repairing the damages and restoring the facility and/or equipment to the condition existing prior to such damage. Any payments to Vendor or any promoting agencies will be held until such payment is received by FGCU.
 12. Pursuant to FGCU-PR6.021, FGCU Regulations, FGCU shall mail to Vendor payment within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and approval of the goods and/or services provided in accordance with the terms and conditions of this Agreement. FGCU may make partial payments to the Vendor upon partial delivery of services, upon request by the Vendor and approval by the FGCU, providing fees or other compensation for services or expenses, hourly or daily rates or units of deliverables are clearly identified in the Agreement. Units of deliverables shall include, but not be limited to, reports, findings, and drafts, where applicable, that must be received and accepted in writing by FGCU prior to payment. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for proper pre-audit and post-audit reviews. Failure by FGCU to make such payment within forty (40) days may result in the FGCU paying interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance. Interest payments shall be mailed within fifteen (15) days after they become due. In the case of an error on the part of Vendor or FGCU, the forty (40) day period shall begin to run upon receipt by FGCU of a corrected invoice or other remedy of the error.
 - A. Notwithstanding any provision of this Agreement to the contrary, FGCU may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to FGCU or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by FGCU.
 13. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
 14. Neither party shall assign (by operation of law, change of control or otherwise) any part of this Agreement without the prior written consent of the other party. Vendor may, however, assign its right to payments (but none of its obligations) for financing purposes.
 15. This Agreement and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. Vendor and FGCU hereby agree that venue shall be in Lee County, Florida.
 16. Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party.
 17. This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect.