INVITATION TO NEGOTIATE

ITN No.: 0005-2027

Florida A&M University Procurement
Transformation Consulting Services

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1.0 INTRODUCTION AND GENERAL INFORMATION

1.1 INTRODUCTION AND GENERAL INFORMATION

The Florida Agricultural and Mechanical University (FAMU) Board of Trustees, a public body corporate of the State of Florida, is soliciting written Replies from qualified Respondents to establish a contract for Procurement Consulting Services designed to improve procurement operations, identify cost savings opportunities, and strengthen category management capability. FAMU intends to contract with the Respondent that provides the best overall value to the University based on the selection criteria, or as established by the negotiation team herein; however, FAMU reserves the right to make no award at its sole discretion.

The University seeks a partner with demonstrated experience in higher education, public sector procurement, spend analytics and savings realization, strategic sourcing, and procurement operating model design.

FAMU, a historically Black public research university, was founded in 1887 and is recognized as a Top 100 public national university and the highest-ranked public Historically Black College or University (HBCU) on the U.S. News & World Report Top Public Schools list (2027 edition). FAMU is ranked #79 among public universities nationwide.

FAMU operates satellite and instructional sites to expand accessibility statewide, including:

- **FAMU-FSU College of Engineering**, a joint campus with Florida State University, is recognized nationally for its engineering programs.
- **FAMU College of Law in Orlando**, advancing legal education, equity, and justice in Central Florida.
- **Brooksville Agricultural and Environmental Research Station (BAERS)**, focused on agricultural sustainability and research innovation.
- **Jacksonville, Miami-Davie, Crestview, and Tampa satellite locations**, supporting pharmacy, pharmaceutical sciences, and public health programs.

1.2 GOAL AND OBJECTIVES

1.2.1 Overall Goal

The University seeks to engage a qualified firm to conduct a comprehensive assessment of its procurement operations and assist in developing and implementing a data-driven, sustainable procurement transformation strategy. The engagement is intended to strengthen the University's ability to strategically manage expenditures, leverage its purchasing power, improve operational efficiency, enhance transparency, optimize supplier relationships, reduce procurement and supply risk, and achieve measurable and sustainable financial value.

The successful Respondent shall provide actionable recommendations, implementation priorities, tools, methodologies, and knowledge transfer necessary to transition the

University from a primarily transactional procurement environment to a strategic procurement operating model built around spend analytics, strategic sourcing, category management, supplier management, technology enablement, performance measurement, and continuous improvement.

1.3 Objectives

1.3.1 Establish an Accurate Spend Baseline

Goal: Develop a complete, reliable, and actionable understanding of University expenditures across suppliers, spend categories, organizational units, contracts, and procurement channels.

Objective: The Respondent shall analyze and classify University spend to establish a validated baseline of procurement activity. The assessment should identify total addressable and non-addressable spend; spending by category, department, supplier, and contract; contract versus non-contract spend; competitively sourced versus non-competitively sourced spend; major expenditure drivers; supplier concentration and duplication; and fragmented or decentralized purchasing activity. The Respondent shall also assess the quality and completeness of available procurement data and recommend improvements to spend classification, taxonomy, reporting, and ongoing spend analytics.

1.3.2 Identify and Prioritize Strategic Sourcing Opportunities

Goal: Increase the value generated from University expenditures through strategic sourcing, competition, supplier optimization, and improved demand management.

Objective: The Respondent shall identify and prioritize spend categories with the greatest potential for **cost savings, cost avoidance, service improvement, supplier consolidation, risk reduction, and increased competition**. The analysis should consider supplier proliferation, market competitiveness, pricing benchmarks, contract coverage, purchasing patterns, demand-management opportunities, and sourcing practices used by comparable institutions. The Respondent shall develop a prioritized sourcing opportunity pipeline that distinguishes immediate opportunities from medium- and long-term initiatives and identifies expected benefits, implementation requirements, risks, and estimated savings opportunities.

1.3.3 Improve Procurement Processes and Operational Effectiveness

Goal: Improve procurement efficiency, responsiveness, compliance, and customer service.

Objective: The Respondent shall assess the University's end-to-end procurement processes to identify bottlenecks, duplicative activities, unnecessary approvals, manual processes, unclear responsibilities, and other factors contributing to extended cycle times or administrative burden. The assessment shall evaluate how staff resources are allocated between transactional and strategic

activities and recommend redesigned processes, roles, service standards, controls, and automation opportunities that improve efficiency without compromising procurement integrity or compliance.

1.3.4 Increase Spend Visibility, Transparency, and Performance Reporting

Goal: Provide University leadership, Procurement, and departments with timely and actionable information to support informed decision-making.

Objective: The Respondent shall assess current procurement reporting and analytics capabilities and recommend a framework for improved visibility into spending, contracts, suppliers, sourcing activity, savings, compliance, and procurement performance. Recommendations should include standardized **key performance indicators (KPIs), dashboards, data definitions, reporting frequency, ownership, and governance** appropriate for executive leadership, Procurement, and University departments.

1.3.5 Strengthen Category and Supplier Management

Goal: Establish a structured and sustainable approach to managing major spend categories, contracts, and strategic supplier relationships.

Objective: The Respondent shall recommend a category management framework that establishes appropriate category structures, ownership, sourcing strategies, supplier segmentation, market intelligence, demand-management practices, and performance measures. The framework should enable the University to proactively manage major expenditure categories throughout their lifecycle and strengthen supplier accountability through appropriate performance measures, service levels, and relationship-management practices.

1.3.6 Identify Measurable and Sustainable Cost Reductions

Goal: Generate financial benefits that can be validated, implemented, measured, and sustained.

Objective: The Respondent shall identify and quantify opportunities for **cost savings, cost avoidance, demand reduction, supplier consolidation, contract optimization, and other measurable financial benefits**. Recommendations shall distinguish identified opportunities from realistically achievable and implemented savings and establish a methodology for validating, tracking, reporting, and sustaining financial benefits. Priority should be given to opportunities that provide meaningful financial return while maintaining or improving service quality and operational outcomes.

1.3.7 Enhance Procurement Technology and Automation

Goal: Maximize the value of the University's existing technology investments and strategically apply automation, analytics, and emerging technology.

Objective: The Respondent shall evaluate how effectively current procurement technology supports sourcing, purchasing, contracting, supplier management, accounts payable integration, spend analytics, reporting, and workflow management. Particular attention should be given to opportunities to optimize **Workday**, eliminate manual workarounds, improve data integration and reporting, automate routine procurement activities, and responsibly leverage artificial intelligence and other emerging technologies. Recommendations for additional technology should be supported by a clearly demonstrated business need, expected benefit, estimated cost, and implementation priority.

1.3.8 Develop a Sustainable Procurement Operating Model

Goal: Establish a future-state procurement organization capable of sustaining strategic sourcing, category management, operational excellence, compliance, and continuous value creation.

Objective: The Respondent shall assess the University's procurement organizational structure, staffing, competencies, governance, policies, procedures, and performance-management practices and recommend a scalable future-state operating model. Recommendations should address organizational design, staffing and resource allocation, roles and responsibilities, required competencies, training, change management, governance, policies, performance metrics, and accountability mechanisms necessary to institutionalize the recommended improvements.

1.4 Desired Outcome

At the conclusion of the engagement, the University expects to have a **validated spend baseline, prioritized strategic sourcing pipeline, quantified savings opportunities, improved procurement processes, enhanced reporting and analytics, a category and supplier management framework, technology optimization recommendations, and an actionable future-state procurement operating model and implementation roadmap**. Recommendations should be practical, measurable, and capable of being sustained by University personnel following completion of the engagement, with clear priorities, responsibilities, timelines, performance measures, and expected benefits.

1.5 TERM

It is anticipated that the initial term of the Contract will commence on or about January 15, 2027 and will remain effective for a period not to exceed one (1) year, ending on December 31, 2027. The Contract may be renewed for up to an additional term. Renewals are contingent upon satisfactory performance evaluations by FAMU. Renewal costs may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions outlined in the Contract, and any written amendment signed by the parties thereto.

1.6 DEFINITIONS

In addition to the definitions in Exhibit A, Scope of Work, the following definitions also apply to this ITN:

Best and Final Offer ("BAFO")- A Respondent's best and final offer made in the Negotiation Phase.

Respondent- an entity that submits a written Reply to this ITN.

Evaluation Team- at least three (3) persons who will independently evaluate Replies to the ITN and who collectively have experience and knowledge in the program areas and service requirements for the commodities and services sought.

Negotiation Team- at least three (3) persons selected by FAMU to conduct negotiations who have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for the commodities and services sought.

Responsive Reply- means a Reply submitted by a responsive and responsible Respondent which conforms in all material respects to the ITN.

Responsive Respondent- means a Respondent that has submitted a Reply that conforms in all material respects to the ITN.

Responsible Respondent- means a Respondent who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will ensure good faith performance.

Customer- means anyone who utilizes the requested services and commodities, including but not limited to faculty, staff, students, and visitors.

Fiscal year- means the 12 months beginning July 1 and ending the following June 30.

The University Procurement Officer is the University's single point of contact for Respondents, responsible for overseeing the day-to-day operations of the ITN on behalf of the University.

University/FAMU- Florida A&M University, its employees, officers, and agents.

1.4 TIMELINE

The anticipated timeline of events ("Timeline") for this ITN is provided below. The dates and times within the Timeline are subject to change. Notices of changes ("Addenda") will be posted on https://famu.bonfirehub.com/portal/?tab=openOpportunities (web link) under this ITN number. It is the Respondent's responsibility to monitor this site for any changes in information prior to submitting a Reply, as well as throughout the procurement process.

Date/Time	Action
11/12/2026	ITN Issued and Advertised
11/23/2026	Deadline for Respondents to submit questions about the ITN
12/02/2026	Estimated date University responds to questions via an addendum posted to - Bonfire Website: https://famu.bonfirehub.com/portal/?tab=openOpportunities
01/12/2027	Replies due **by 2:00 p.m**. - FAMU Office of Procurement Services, 2380 Althea Gibson Way, Room 214, Tallahassee, Florida 32307 Zoom: https://famu.zoom.us/j/98501257630 NOTE: All Bid Responses must be submitted via the Bonfire website: https://famu.bonfirehub.com/portal/?tab=openOpportunities. **Responses delivered after 2:00 p.m. EST or to any location other than the above address are subject to rejection without evaluation.**
01/12/2027	Public Opening of Replies @ 2:00 PM https://famu.zoom.us/j/98501257630

01/25/2027	The Evaluation Committee completes its evaluation
02/02/2027	The Negotiation Committee will view presentations and begin negotiations, if necessary (not open to the public)

02/10/2027	Best and Final Offers (BAFO) due to Procurement Services
2/10/2027	Negotiation Committee meets to discuss BAFO to determine award recommendation
2/15/2027	Posting of the Intended Award Decision

1.6 SPECIAL ACCOMMODATIONS

Any person requiring special accommodation due to a disability should contact the Procurement Office. Requests for accommodations must be submitted at least five (5) business days prior to the meeting for which assistance is required. A person who is hearing or speech impaired may contact the Procurement Officer by using the Florida Relay Services at: 1(800)955-8771 (TDD).

2.0 SPECIAL CONDITIONS

2.1 W-9 REQUIREMENT

All vendors who do business with FAMU must submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at purchasing@famu.edu to receive payments from FAMU.

2.2 ADDENDA TO THE ITN

FAMU reserves the right to make changes to this ITN by issuing Addenda. Any Addenda issued will be posted on the website at https://famu.bonfirehub.com/portal/?tab=openOpportunities under this ITN number. It is the Respondent's responsibility to monitor this site for any changes in information prior to submitting its Reply, as well as throughout the procurement process. The only recognized changes to this ITN are those changes made through written Addenda issued by FAMU.

2.3 MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

FAMU, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, hereby notifies all Respondents that FAMU will affirmatively ensure that in any Contract entered

into pursuant to this ITN, minority and disadvantaged business enterprises will be afforded the full opportunity to submit Replies in response to this ITN and will not be discriminated against on the basis of race, color, national origin, or sex in consideration for an award.

FAMU encourages small, minority, women, and service-disabled veteran businesses to compete for FAMU contracts, both as a Respondent and as subcontractors. FAMU, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses can compete for and perform contract work for FAMU in a nondiscriminatory environment. The Respondent shall indicate its intent regarding MBE participation in its Reply. The Respondent will be asked to submit payment certification for the MBE subcontractors used.

To request certification or to locate certified MBEs, contact the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at
https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd.

2.4 CONVICTED VENDOR LIST

Pursuant to Section 287.133(2)(a), Florida Statutes, and FAMU BOT Regulation 6.005(6), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (currently $35,000), for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

2.5 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

An awarding body may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

2.6 USE OF COERCION FOR LABOR AND SERVICES

Pursuant to Section 787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a

representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

2.7 AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA

The Respondent must be authorized by the Florida Department of State to transact business in the State of Florida. Such authorization should be obtained by the Reply due date and time, but in any case, must be obtained prior to the execution of the Contract. For authorization, contact:

Florida Department of State

Tallahassee, Florida 32399

(850) 245-6051

2.8 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If a Reply includes services that require an individual be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the Reply due date and time, but in any case, must be obtained prior to posting of the intended award of the Contract. For licensing, contact:

Florida Department of Business and Professional Regulation

2601 N. Blairstone Road

Tallahassee, Florida 32399-0797

(850) 487-1395

2.9 UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any person or entity is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Operator knowingly employs unauthorized aliens, such violation shall result in unilateral cancellation of the Contract.

2.10 SCRUTINIZED COMPANIES

Prior to Contract execution, the successful Respondent shall submit an affidavit under penalty of perjury attesting that the Respondent is not engaged in business with a scrutinized company as that term is defined in section 287.135 and 215.473, Florida Statutes.

The University may terminate the Contract if the Respondent is found to have submitted a false certification under Section 287.135(5), Florida Statutes; been placed on the Scrutinized Companies with Activities in Sudan List; been engaged in business operations in Cuba or Syria; been placed on a list created pursuant to Section 215.473, Florida Statues, relating to scrutinized active business operations in Iran; or if Respondent or other entity has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

2.11 LIABILITY INSURANCE

The Contractor shall carry and keep in force throughout the duration of the Contract to all insurance policies and coverages described in the Standard Written Agreement and Scope of Work provided in this ITN ("the Contract"). Prior to execution of the Contract, the Contractor must submit to the Procurement Officer certificates evidencing, to FAMU's satisfaction, the required coverage to be in effect. The certificates must be submitted by the Contractor to the Procurement Officer within ten (10) calendar days of receiving a written request from the Procurement Officer.

2.12 ORDER OF PRECEDENCE OF THIS ITN

All Replies are subject to the terms and conditions of this ITN, which, in case of conflict, shall have the following order of precedence (highest to lowest):

Addenda to ITN, in reverse order of issuance

ITN#: 0005-2027

Exhibit "A," Scope of Work

Attachment A - Standard Written Agreement

Respondent's Technical Reply

All other Attachments in the order listed in Section 6.0

2.13 RESERVATIONS

In addition to any other rights reserved or afforded to FAMU under this ITN and under applicable law, FAMU reserves the right to:

a) Cancel this ITN at any time prior to FAMU's execution of the Contract, without incurring any cost, obligations, or liabilities;

b) Accept or reject any Reply at any time;

c) Terminate evaluation of any Reply at any time;

d) Modify any dates set or projected in this ITN; and

e) Waive minor informalities or irregularities in Replies.

2.14 CONTRACT DOCUMENT

FAMU's "Standard Written Agreement" is attached hereto as Attachment "A" and is made a part hereof. The terms and conditions contained therein will become an integral part of the Contract resulting from this ITN. In submitting a Reply, a Respondent agrees to be legally bound by these terms and conditions.

2.15 SCOPE OF WORK

The University seeks to engage a qualified Respondent to provide **procurement transformation, spend analytics, strategic sourcing, category management, process improvement, technology optimization, and organizational advisory services**. The selected Respondent shall conduct a comprehensive assessment of the University's current procurement environment and provide actionable recommendations, implementation support, tools, knowledge transfer, and measurable outcomes designed to strengthen Procurement's strategic capabilities and deliver sustainable financial and operational value.

The scope of work shall include, at a minimum, the following:

2.15.1 Current-State Assessment and Spend Analysis

The Respondent shall conduct a comprehensive assessment of the University's procurement environment and establish a reliable baseline of procurement activity. At a minimum, the Respondent shall:

a. Collect, cleanse, normalize, classify, and analyze available procurement, purchasing, accounts payable, contract, supplier, and related expenditure data.

b. Determine total annual procurement spend and identify addressable and non-addressable spend, where practicable.

c. Analyze expenditures by supplier, category, commodity, department, organizational unit, contract, and other relevant dimensions.

d. Determine the extent of contract versus non-contract spend and competitively sourced versus non-competitively sourced spend.

e. Identify supplier concentration, duplicate or overlapping suppliers, fragmented spending, decentralized purchasing activity, and other areas of potential inefficiency.

f. Identify major drivers of University procurement expenditures and purchasing behavior.

g. Evaluate the accuracy, completeness, consistency, and usability of procurement and spend data.

h. Recommend improvements to spend taxonomy, classification, data governance, reporting, and ongoing spend analytics.

Deliverables: Validated spend baseline, spend cube or equivalent analytical dataset, spend profile, data-quality assessment, and findings and recommendations report.

2.15.2 Strategic Sourcing Opportunity Assessment

The Respondent shall identify and prioritize opportunities to leverage the University's purchasing power and improve sourcing outcomes. The Respondent shall:

a. Identify categories with significant savings, cost avoidance, service improvement, risk reduction, and supplier consolidation potential.

b. Analyze supplier fragmentation and opportunities to aggregate demand.

c. Identify categories with limited competition, excessive supplier proliferation, off-contract purchasing, or insufficient strategic sourcing involvement.

d. Benchmark pricing, sourcing practices, and procurement strategies against relevant markets and comparable higher education institutions, where reliable comparative data are available.

e. Assess opportunities for competitive sourcing, demand management, specification standardization, supplier consolidation, contract renegotiation, and utilization of cooperative or consortium agreements where appropriate.

f. Estimate the potential financial and operational benefit of identified sourcing opportunities and document the assumptions and methodology used.

g. Prioritize opportunities based on factors such as potential financial benefit, implementation effort, organizational readiness, risk, market conditions, and time to value.

Deliverables: Strategic sourcing opportunity assessment, prioritized sourcing pipeline, opportunity matrix, estimated savings ranges and methodology, and recommended implementation sequencing.

2.15.3 Procurement Process and Operational Improvement

The Respondent shall evaluate the University's end-to-end procurement processes and identify opportunities to improve efficiency, service delivery, compliance, and internal controls. The Respondent shall:

a. Document relevant current-state procurement processes and workflows.

b. Evaluate procurement cycle times and identify bottlenecks, unnecessary handoffs, duplicative activities, approval delays, and manual processes.

c. Assess the allocation of Procurement staff time between transactional, administrative, compliance, sourcing, contracting, and strategic activities.

d. Evaluate roles, responsibilities, approval authorities, and interactions among Procurement and other University stakeholders.

e. Identify opportunities to simplify, standardize, automate, or eliminate low-value activities.

f. Develop recommended future-state processes, workflows, service standards, and performance measures.

Deliverables: Current-state assessment, process maps, gap analysis, future-state processes, recommended service-level standards, and implementation recommendations.

2.15.4 Spend Visibility, Reporting, and Performance Analytics

The Respondent shall develop recommendations to improve the availability and use of procurement information for operational and executive decision-making. The Respondent shall:

a. Assess existing spend, contract, supplier, savings, and procurement performance reporting.

b. Identify information and reporting gaps affecting Procurement, University departments, and leadership.

c. Define standardized procurement KPIs and performance measures.

d. Recommend executive and operational dashboards addressing areas such as spend, sourcing activity, cycle time, contract utilization, supplier performance, savings, competition, and compliance.

e. Recommend data ownership, reporting frequency, data definitions, governance, and accountability.

f. Establish a repeatable methodology for maintaining ongoing procurement analytics.

Deliverables: Procurement KPI framework, recommended dashboard design and specifications, data definitions, reporting methodology, and governance recommendations.

2.15.5 Category and Supplier Management

The Respondent shall establish a structured framework for managing major University spend categories and strategic suppliers. The Respondent shall:

a. Develop a recommended category taxonomy and category management framework.

b. Identify categories warranting dedicated strategies and management.

c. Develop category profiles addressing spend, suppliers, contracts, demand, market conditions, sourcing opportunities, and risk.

d. Recommend ownership and accountability for major categories.

e. Develop a supplier segmentation methodology based on factors such as spend, operational criticality, performance, competition, and risk.

f. Recommend supplier performance management processes, KPIs, scorecards, review practices, and governance mechanisms.

g. Incorporate market intelligence and demand management into category planning.

Deliverables: Category management framework, supplier segmentation methodology, priority category strategies, supplier performance framework, and supporting templates and tools.

2.15.6 Cost Savings and Value Realization

The Respondent shall identify measurable opportunities to reduce costs, avoid unnecessary expenditures, and improve the overall value obtained from University purchasing activity. The Respondent shall:

a. Identify and quantify potential savings and cost-avoidance opportunities.

b. Distinguish between **identified, validated, implemented, and realized savings**.

c. Establish agreed-upon baseline methodologies for calculating savings.

d. Identify quick-win opportunities and longer-term strategic initiatives.

e. Evaluate opportunities related to sourcing, demand management, specification optimization, supplier consolidation, contract renegotiation, and compliance with negotiated agreements.

f. Identify barriers that could prevent savings realization and recommend mitigating actions.

g. Establish a sustainable methodology for tracking, validating, and reporting financial benefits.

Deliverables: Savings opportunity register, savings calculation methodology, baseline assumptions, benefit-tracking framework, and value-realization roadmap.

2.15.7 Procurement Technology and Automation

The Respondent shall evaluate the University's procurement technology environment and recommend opportunities to improve utilization, integration, automation, and analytics. The assessment shall include:

a. Evaluation of existing procurement technology functionality and utilization.

b. Assessment of how effectively Workday supports applicable procurement, supplier, purchasing, contracting, workflow, reporting, and related functions.

c. Identification of manual processes, redundant systems, spreadsheets, workarounds, and data integration challenges.

d. Identification of opportunities to automate routine and repetitive procurement activities.

e. Assessment of spend analytics, supplier management, contract management, sourcing, and reporting capabilities.

f. Identification of appropriate uses of artificial intelligence, workflow automation, and advanced analytics.

g. Identification and prioritization of technology gaps and recommendations for optimization or additional capabilities.

Any recommendation for additional technology shall include the **business need, anticipated benefit, implementation considerations, estimated cost or cost range where reasonably available, and expected return on investment**.

Deliverables: Procurement technology assessment, gap analysis, automation opportunity matrix, Workday optimization recommendations, and prioritized technology roadmap.

2.15.8 Procurement Organizational and Operating Model

The Respondent shall assess the current Procurement organization and develop a sustainable future-state operating model aligned with the University's strategic objectives. The assessment shall include:

a. Organizational structure, staffing levels, workload, spans of responsibility, and resource allocation.

b. Roles and responsibilities required to support strategic sourcing, category management, contract administration, supplier management, analytics, compliance, and transactional purchasing.

c. Skills and competency requirements.

d. Policies, procedures, governance, and decision-making authority.

e. Recommended staffing and organizational structure.

f. Training, professional development, and change-management requirements.

g. Performance metrics and accountability mechanisms.

h. Benchmarking against comparable higher education procurement organizations and recognized procurement operating practices, where appropriate.

Deliverables: Current-state organizational assessment, future-state organizational structure, recommended staffing model, roles and responsibilities matrix, competency framework, governance recommendations, and transition plan.

2.15.9 Implementation Roadmap

The Respondent shall consolidate its findings and recommendations into a comprehensive, prioritized implementation roadmap. The roadmap shall:

a. Identify immediate, short-term, medium-term, and longer-term initiatives.

b. Establish priorities based on financial impact, operational benefit, risk, implementation complexity, organizational readiness, and dependencies.

c. Identify responsible parties and recommended governance.

d. Establish measurable milestones, KPIs, and anticipated benefits.

e. Identify required University resources, technology, staffing, and change-management activities.

f. Identify major implementation risks and recommended mitigation strategies.

g. Provide sufficient detail for the University to continue implementation after completion of the engagement.

At a minimum, the roadmap should identify **quick wins, 6-12 month initiatives, and longer-term transformation priorities**.

Deliverables: Prioritized procurement transformation roadmap, initiative charters, implementation timeline, responsibility/accountability framework, and performance measures.

2.15.10 Implementation Support and Knowledge Transfer

The University does not intend for this engagement to result solely in an assessment and recommendations. The Respondent shall demonstrate how it will support implementation and build the University's internal capability to sustain improvements following conclusion of the engagement.

Services shall include, as applicable:

a. Implementation support for agreed-upon priority initiatives.

b. Strategic sourcing and category management tools, methodologies, templates, and playbooks.

c. Training and knowledge transfer for Procurement personnel and appropriate stakeholders.

d. Change-management and stakeholder engagement support.

e. Documentation of methodologies, processes, analytical models, and tools developed for the engagement.

f. Coaching or technical assistance necessary to transition ongoing responsibilities to University personnel.

Deliverables: Implementation support plan, training materials, procurement playbooks and templates, knowledge-transfer sessions, and sustainability plan.

2.15.11 Executive Reporting and Final Recommendations

The Respondent shall provide periodic progress reports to designated University leadership throughout the engagement. At completion, the Respondent shall provide a comprehensive final report and executive presentation summarizing:

- Current-state findings and identified gaps;
- Validated procurement spend baseline;
- Strategic sourcing opportunities;
- Quantified savings and value opportunities;
- Process improvement recommendations;
- Category and supplier management recommendations;
- Technology and automation opportunities;
- Organizational and operating-model recommendations;
- Key risks and mitigation strategies;
- Prioritized implementation roadmap; and
- Expected financial and operational benefits.

Recommendations shall be **specific, actionable, prioritized, measurable, and supported by sufficient analysis** to allow the University to evaluate the business case and make informed implementation decisions.

2.15.12 University Ownership and Sustainability

All methodologies, analytical models, spend classifications, dashboards, reports, templates, playbooks, process documentation, category strategies, savings methodologies, and other work products developed specifically for the University under the resulting agreement shall be provided to the University in an agreed-upon usable format, subject to the final contract terms regarding intellectual property and any Respondent pre-existing proprietary materials.

The Respondent shall design the engagement to ensure that the University has the **knowledge, processes, tools, and capabilities necessary to sustain the improvements after the engagement concludes**.

2.16 PROTEST OF ITN SPECIFICATIONS

Any person who is adversely affected by the contents of this ITN must file the following with the Office of the General Counsel, Florida A&M University, 1700 S. Adams St., 304 Foote-Hilyer Administration Center, Tallahassee, Florida 32307-3100:

1. A written notice of protest within seventy-two (72) hours after the posting of the ITN (the notice of protest may be faxed to 850-561-2862 or hand delivered to the address above), and

2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed to the address above.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by FAMU Regulations 6.005 (13) (c) within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

3.0 ITN PROCESS

3.1 OVERVIEW OF ITN PROCESS

The ITN is a method of competitively selecting a commodity or contractual services. The ITN process will involve three (3) phases: solicitation, evaluation, and negotiation.

3.2 SOLICITATION PHASE

3.2.1 Pre-Reply Conference and Site Visit

A pre-reply conference will be held at the date, time, and location in the Timeline in Section 1.5. Information provided by FAMU and answers to any questions presented by attendees will be non-binding and will not be considered an official position of FAMU. The only recognized changes to the ITN are those changes made through written Addenda issued by FAMU. Attendance at this pre-reply conference is not mandatory.

A site visit will be held immediately following the pre-reply conference (see Section 1.5 Timeline). Attendance at this site of visit is not mandatory.

3.2.2 Question and Answer Period

Respondents to this ITN or persons acting on their behalf may not contact, between the release of the ITN and the end of the seventy-two (72) hour period following FAMU's posting of the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the ITN documents. Violating this provision may be grounds for FAMU to deem a Reply non-responsive.

Any questions arising from this ITN must be forwarded, in writing, to the Procurement Officer

identified below. Questions must be received by the specified time and date in Section 1.5 of the Timeline. FAMU's written response to timely written inquiries will be posted on https://famu.bonfirehub.com/portal/?tab=openOpportunities under this ITN number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting their Reply, as well as throughout the procurement process.

WRITTEN QUESTIONS should be submitted to:

Stephany Fall, Chief Procurement Officer, Email: purchasing@famu.edu

ALL EMAILS TO THE PROCUREMENT OFFICER MUST CONTAIN THE ITN NUMBER (0005-2027) IN THE SUBJECT LINE.

3.2.3 Submission of Replies

Once FAMU posts the answers to the questions as indicated in Section 3.2.2, prospective Respondents may submit a Reply as indicated in Section 4, Reply Instructions; however, Respondents are encouraged to submit their Reply no earlier than five (5) days prior to the submission deadline. Respondents must submit their Replies by the deadline listed in Section 1.5 Timeline.

3.2.4 Public Opening of Replies

FAMU will open the Replies in a public meeting at the date, time, and location noted in Section 1.5 Timeline.

Agenda for Public Opening of Replies

Starting Time: see Timeline in Section 1.5

- Opening remarks of approximately two (2) minutes by FAMU's Procurement Office personnel.
- At the conclusion of the opening remarks, the Replies timely received will be opened, with the respondent's name read aloud. No other information will be read aloud at the meeting.
- Adjourn meetings.

3.3 EVALUATION PHASE

3.3.1 Administrative Responsiveness Review

Replies will not be considered if received by FAMU after the Reply due date and time specified in Section 1.5 Timeline (as may be modified by subsequent Addenda). Only Replies received by FAMU on or before the Reply due date and time will be considered. All Replies must be typed or printed in ink. Replies found to be non-responsive shall not be considered. Replies may be rejected if found to be irregular or not in accordance with the requirements and instructions of this ITN. A Reply may be found to be irregular and non-responsive for reasons that include, but are not limited to, a Respondent's failure to utilize or fully complete required Forms as part of

the Reply, the Reply contains required Forms that are altered by a Respondent, the Reply submitted is a conditional Reply, the Reply is incomplete, indefinite, or ambiguous, or the Reply lacks proper and/or dated signatures. The Procurement Officer will make an initial administrative responsiveness determination prior to distribution of the Replies to the Evaluation Team members; however, the University reserves the right to make a responsiveness determination at any time.

3.3.2 Other Grounds for Non-Responsive Determination

Other conditions which may cause rejection of a Reply include, but are not limited to, evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. A Respondent whose Reply, past performance, or experience do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be deemed non-responsible. FAMU reserves the right to determine which Replies meet the requirements of this ITN, and which Respondents are Responsive and Responsible.

3.3.3 Evaluation by the Evaluation Team

FAMU will establish an Evaluation Team to evaluate and score all Replies that meet the initial administrative responsiveness requirements. Each Evaluation Team member will independently evaluate Part I and Part II of each Reply. Part I will be evaluated based on the Respondent's demonstrated approach, qualifications, methodology, work plan, staffing, deliverables, and ability to perform the services defined in Section 2.15. Part II will be evaluated based on the Respondent's Financial Proposal. The maximum points available for each criterion are set forth below:

Part I - Technical Reply	Evaluation Criterion Based on Section 2.15 Scope of Services	Available Points
1	Task 1 – Spend Analysis and Expenditure Assessment	10
2	Task 2 - Strategic Sourcing Opportunity Assessment	10
3	Task 3 – Procurement Process and Operational Assessment	10
4	Task 4 – Procurement Organization and Operating Model Assessment	5
5	Task 5 – Category Management Framework Development	15
6	Task 6 – Procurement Technology and Analytics Assessment	5
7	Task 7 – Savings Identification and Realization Strategy	10
8	Task 8 – Implementation Roadmap and Change Management	10
9	Task 9 – Knowledge Transfer and Capability Development	10

Part II

10	Task 10 – Financial Proposal	15
	TOTAL AVAILABLE POINTS	**100**

The Procurement Officer will add the scores from each Evaluation Team member for Part I and Part II of a Respondent's Reply and divide the total by the number of Evaluation Team members to determine the Respondent's overall Reply Score ("Reply Score"). The maximum Reply Score achieved by a Respondent to this ITN is one hundred (100) points.

A Respondent's Reply Score will be used to establish the competitive range of Replies reasonably susceptible to award (the "Competitive Range"). FAMU, at its discretion, may select one or more Respondents within the Competitive Range to invite the negotiation phase (described in Section 3.4).

3.4 NEGOTIATION PHASE

After the evaluation and scoring of Replies as set forth in Section 3.3.3, and FAMU has established a Competitive Range of Replies reasonably susceptible of award, FAMU will select one or more Respondents within the Competitive Range to commence negotiations.

FAMU will establish a Negotiation Team to conduct the negotiations on behalf of the University. The Negotiation Team will make a recommendation for an award to the Respondent that provides the best value to the University, based on the selection criteria outlined in the ITN. The Negotiation Team will not be bound by any Evaluation Team member's evaluation or scoring, but material from the evaluation phase may be used by the Negotiation Team as a resource.

During the negotiation phase, pricing submitted with a Reply may be reduced but should not be raised unless the increase is directly related to changes in offered services in the BAFO and as negotiated in accordance with this ITN.

The format and content of any pricing submissions, including, but not limited to, BAFOs, may be amended during negotiations at the discretion of the Negotiation Team.

The Negotiation Team reserves the right to negotiate different terms, additional terms, and related price adjustments if it determines that such changes would provide the best value to the University. Additional operational requirements may be defined and clarified.

The Negotiation Team may require additional technical detail, diagrams, demonstrations, and documentation. The Negotiation Team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept them.

The Negotiation Team reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded. Recordings of negotiation meetings and Negotiation Team strategy meetings will be subject to the provisions of Section 286.0113, F.S.

Negotiation meetings will be conducted in Tallahassee, Florida, at FAMU's campus, 2380 Althea Gibson Way, Suite 214, Tallahassee, FL 32307, if conducted in person, or using technology-based solutions if conducted remotely. The Negotiation Team reserves the right to schedule in-person negotiations at an alternative location within the State. The Procurement Officer may distribute an agenda in advance of any negotiation meeting.

Negotiations will continue as determined by the Negotiation Team until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or the Negotiation Team determines, at its sole discretion, that an acceptable agreement cannot be reached. The Negotiation Team reserves the right to conclude negotiations at any time with any or all Respondents and proceed to Contract award.

Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s). FAMU reserves the right to limit the number of representatives permitted to attend the negotiation meetings.

During the negotiation phase, the Negotiation Team may request clarification and revisions to Replies (including BAFO(s)) and identify information to be submitted to the Negotiation Team until it is satisfied that it has achieved the best value for the University. Failure to provide information requested by the Negotiation Team during the negotiation phase may result in termination of negotiations with the Respondent.

It is anticipated that FAMU may modify the language in the Request for BAFO(s) to express mandatory contractual requirements, which was previously permissive of language within the procurement documents. For example, the word 'should' may be replaced by the word 'must' in the final Scope of Work attached to the Request for BAFO(s).

3.4.1 Other FAMU Rights During Negotiation

FAMU has sole discretion in deciding whether and when to take any of the following actions and to decide the scope and manner of such actions. FAMU reserves the right at any time during the negotiation process to:

a) Schedule additional negotiation meetings with any or all Responsive Respondents.

b) Require any or all Responsive Respondents to provide additional, revised, or final written Replies addressing specific topics, including, but not limited to, modifications to the ITN specifications, terms or conditions, or business references.

c) Require any or all Responsive Respondents to provide revised Replies and written BAFO(s).

d) Require any or all Responsive Respondents to address services, prices, or conditions offered by any other Respondent.

e) Pursue a Contract with a Respondent for the services encompassed by this ITN,

including any Addenda thereto and any request for additional, revised, or final written Replies or request for BAFOs.

f) Finalize Contract terms and conditions with any Respondent at any time.

g) End negotiations with any or all Respondents at any time, regardless of the status or schedule of negotiations, and continue negotiations with other Respondents, or not continue negotiations with any Respondents.

h) Conclude negotiations at any time and proceed to the Contract award.

i) Reopen the negotiations with any Responsive Respondent.

j) Take any additional administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.

k) Request the assistance of and use of subject matter experts.

l) Review and reply to relevant information contained in the Replies.

m) Request pricing options are different from the initial pricing provided by the Respondent.

n) Request business references and materials related to a reference check. If requested, the following guidelines will apply:

- References should be relevant to the services in the solicitation.

  If a reference provided by the Respondent relates to a Respondent's parent or affiliated entity or a subcontractor, the Respondent shall indicate such at the time the references are provided to FAMU.

- References will not be accepted from:

  Current employees of FAMU;

  Former employees of FAMU within the past three (3) years;

  Persons currently or formerly employed by the Respondent, its parent, an affiliated entity, or subcontractor;

  Board members of the Respondent;

  Relatives of Respondent's employees or board members;

  Members of the Respondent's organization who have written, completed, and submitted the form on behalf of the reference; and

  Any person involved in the drafting of this ITN or the procurement process on behalf of FAMU.

o) Contact Respondent's customers or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

3.5 NEGOTIATION AND STRATEGY MEETINGS

In accordance with Section 286.0113, F.S., negotiations between FAMU and a Respondent are exempt from Chapter 286, F.S., and s. 24(b), Art. I of the State Constitution. Also, any portion of a Negotiation Team meeting at which negotiation strategies are discussed is exempt from Section 286.011, F.S.

FAMU will record all strategy meetings of the Negotiation Team and all negotiation meetings between FAMU and a Respondent, as required by law, and such recordings will eventually become subject to disclosure pursuant to Chapter 286, F.S. During negotiations, Respondents must inform FAMU prior to discussing any information it believes is confidential information as part of a negotiation meeting so that FAMU can make appropriate arrangements for the segregation of the recording. If the Respondent fails to inform FAMU that any portion of the negotiation meetings should be considered confidential information, prior to the discussion of confidential information, FAMU is authorized to produce the entire audio recording in response to a public records request or other demand for disclosure without further inquiry and without liability to the Respondent.

3.6 SELECTION CRITERIA

Each Respondent will be assessed against the selection criteria to decide which Respondent presents the best value to the University. The selection criteria will include, but are not limited to:

1. The Respondent's articulation, innovation, and demonstrated ability to meet the FAMU's goal and objectives.
2. The experience and skills of the Respondent's proposed staff relative to its proposed solution; and
3. The reasonableness of the Respondent's price and overall best value to the University.

3.7 FAMU'S NEGOTIATION TEAM RECOMMENDATION

The Negotiation Team will make a recommendation for the Contract award to the Respondent that provides the best value to the University, based on the selection criteria outlined in Section 3.6. The recommendation will be made by the consensus vote of the Negotiation Team. The recommendation will be submitted to the Chief Procurement Officer, who will forward it to FAMU's President or designee for review. FAMU's President or designee will make the final decision to approve or reject the recommendation of the Negotiation Team.

3.8 EVALUATION TEAM AND NEGOTIATION TEAM ASSISTANCE

Due to the complexity of this procurement, the Evaluation Team, the Negotiation Team, Chief Procurement Officers, and individual members of both are authorized to confer with consultants, subject matter experts, and others during the procurement process to gather information.

3.9 ASSESSMENT OF RESPONDENT'S QUALIFICATIONS

After the Reply due date and before Contract execution, FAMU reserves the right to verify data

and representations submitted by the Respondent that may be used to determine whether the Respondent has adequate experience to provide overall management of the Contract. The review may also serve to verify whether the Respondent has financial capability adequate to meet the Contract requirements.

Should FAMU determine that a Reply, or any document submitted to the Negotiation Team, has material misrepresentations or that the size or nature of the Respondent's products or the number of experienced staff (including technical staff) are not adequate to ensure satisfactory Contract performance, FAMU has the right to reject the Reply or cease negotiations with that Respondent.

4.0 REPLY INSTRUCTIONS

4.1 GENERAL INSTRUCTIONS

This section provides instructions on the required format for the Reply. The instructions for this solicitation have been designed to help ensure that all Replies are reviewed and evaluated in a consistent manner, as well as to minimize costs and response time. A Reply that contains any conditions or exceptions to any aspect of this ITN, or in variance with these instructions, may be deemed non-responsive and not reviewed or evaluated. The only recognized changes to this ITN prior to the opening of Replies will be written on Addenda issued by FAMU.

FAMU has established specific requirements for responses submitted to competitive solicitations. The use of "shall," "must," or "will" (except to indicate futurity) in this ITN indicates a requirement or condition from which a material deviation may not be waived by FAMU. A deviation is material if, in FAMU's sole discretion, the deficient Reply is not in substantial accord with the ITN's requirements, provides a significant advantage to one Respondent over another, or has a potentially significant effect on the quality of the Reply or on the cost to FAMU. Material deviations cannot be waived. The words "should" or "may" in this ITN indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such desirable features will not, in and of itself, cause rejection of a Reply.

The Respondent shall, within its Technical Reply, Part I, identify any items for which the Respondent intends to remain vested or owned by the Respondent at the expiration or termination of the Contract.

4.2 CONTENTS OF A REPLY

A Reply must be organized in two (2) separate parts: The Technical Reply (Part I), and Forms (Part II). The mandatory minimum requirements of this ITN are a Reply which must contain all three Parts and the required documents as follows:

- Part I – Technical Reply and Financial Reply
- Part II – Financial Proposal
- Part II - Forms

4.2.1 Technical Reply ("Part I")

The Technical Reply shall be organized in the nine (9) sections listed below, corresponding directly to the evaluation criteria in Section 3.3.3 and the Scope of Services in Section 2.15. Respondents shall address each task separately and provide sufficient detail for the Evaluation Team to assess the proposed approach, relevant qualifications, staffing, work plan, deliverables, schedule, risks, assumptions, and quality-control methods. Failure to follow this organization may adversely affect the evaluation of the Reply.

For each task, the Respondent shall: (1) demonstrate its understanding of FAMU's requirements; (2) describe its proposed methodology and work plan; (3) identify responsible personnel and relevant experience; (4) explain the tools, data, and stakeholder participation required; (5) identify proposed deliverables and completion milestones; and (6) describe how results will be validated, transferred to FAMU, and sustained after the engagement.

1. Spend Analysis and Expenditure Assessment

Describe the approach to collecting, cleansing, normalizing, classifying, and analyzing University procurement, accounts payable, purchase order, contract, supplier, and financial data. Address development of the spend baseline, executive dashboard, opportunity reporting, supplier rationalization analysis, and contract utilization assessment.

2. Strategic Sourcing Opportunity Assessment

Describe the methodology for identifying and prioritizing sourcing opportunities using savings potential, organizational readiness, market conditions, strategic importance, and ease of implementation. Address benchmarking, supplier consolidation, contract optimization, specification standardization, category opportunity profiles, and executive recommendations.

3. Procurement Process and Operational Assessment

Describe the approach to assessing requisition-to-purchase, procure-to-pay, source-to-contract, contract administration, supplier onboarding, approval workflows, service delivery, and organizational responsibilities. Address process maps, bottlenecks, control gaps, automation opportunities, operating risks, and improvement recommendations.

4. Procurement Organization and Operating Model Assessment

Describe the approach to evaluating FAMU's organizational structure, staffing model, governance, service delivery, centralized and decentralized responsibilities, competencies, and performance framework. Address higher-education or public-sector benchmarking, maturity assessment, future-state operating model, and organization design recommendations.

5. Category Management Framework Development

Describe the approach to category segmentation, prioritization, strategy development, stakeholder engagement, supplier relationship management, governance, and performance measurement. Address the proposed category management framework, governance model, priority category strategies, and category performance metrics.

6. Procurement Technology and Analytics Assessment

Describe the approach to assessing ERP procurement functionality, contract and supplier management capabilities, reporting, dashboards, workflow automation, spend analytics, artificial intelligence, and advanced analytics opportunities. Address the technology assessment, optimization roadmap, analytics and reporting strategy, and automation recommendations.

7. Savings Identification and Realization Strategy

Describe the methodology for identifying, validating, quantifying, implementing, and tracking strategic sourcing, supplier consolidation, contract optimization, demand management, process efficiency, and technology-enabled savings. Clearly distinguish identified, negotiated, implemented, and realized savings and cost avoidance. Address the savings register, measurement methodology, tracking dashboard, and realization plan.

8. Implementation Roadmap and Change Management
Describe the approach to initiative prioritization, sequencing, resource planning, governance, risk management, stakeholder engagement, communications, and organizational change. Address the procurement transformation roadmap, implementation plan, change management strategy, and executive briefing materials.

9. Knowledge Transfer and Capability Development
Describe the approach to training and transferring knowledge in strategic sourcing, category management, supplier management, contract management, spend analytics, and savings measurement. Address training materials, workshops, the procurement playbook, and the sustainability plan.

4.2.2 Financial Proposal ("Part II")

The Respondent shall provide clear, complete pricing for all services in Section 2.15. Include all labor, project management, travel, workshops, analysis, reporting, training, software, implementation support, and other required expenses.

Pricing Narrative

Explain:

- The pricing model and assumptions.
- Staffing, consultant levels, effort by task, and subcontractors, if applicable.
- Included software, tools, subscriptions, and platforms.
- How costs will be controlled and value maximized.
- Any performance-based, savings-sharing, or value-based pricing.

Include dollar amounts only when needed to explain the pricing approach.

Cost Proposal

Organize costs by Tasks 1–9 in Section 2.15. For each task, provide:

- Professional fees, consultant levels, hourly rates, and required hours.
- Key personnel and deliverables.
- Travel, other expenses, and total task cost.

- The Cost Proposal shall be organized, at a minimum, by the following task areas:

Task	Description
Task 1	Spend Analysis and Expenditure Assessment
Task 2	Strategic Sourcing Opportunity Assessment
Task 3	Procurement Process and Operational Assessment
Task 4	Procurement Organization and Operating Model Assessment
Task 5	Category Management Framework Development
Task 6	Procurement Technology and Analytics Assessment
Task 7	Savings Identification and Realization Strategy
Task 8	Implementation Roadmap and Change Management
Task 9	Knowledge Transfer and Capability Development

Also provide the total project cost, separate pricing for optional implementation support, and any discounts or services included at no additional cost.

Price Sheet

Submit an editable, unlocked Excel Price Sheet showing task costs, labor categories, hourly rates, and any milestone payments. List optional services separately and distinguish one-time from recurring costs so the University can compare proposals.

Savings and Value

Explain how savings will be estimated, validated, measured, and reported. Include examples from similar higher education, public sector, or government clients and any savings-related guarantees, commitments, or incentives.

Evaluation

The University will evaluate pricing reasonableness, cost completeness and transparency, alignment with the Scope of Services, overall value, cost-effectiveness, and support for measurable savings and operational improvements.

4.2.3 Forms (“Part III”)

Respondents must complete and submit the Forms as described in Section 6.3. Forms shall not be included within the Technical Reply or Financial Proposal. No information provided by the Respondent in Part III will be shared with the Evaluation Team.

4.3 SUBMISSION OF REPLIES

The Respondent shall submit its Reply via the web portal:
https://famu.bonfirehub.com/portal/?tab=openOpportunities

- One (1) original version of Part I, Part II, and Part III of the Reply in .pdf format.
- If applicable, one (1) electronic (.pdf) copy of the Respondent’s Redacted Copy and Redacted Copy Index (as described in Section 4.5).

Replies must be received by FAMU on or before the Reply due date and time in Section 1.5 Timeline (as may be modified by subsequent Addenda). Replies received after the Reply due date and time will not be considered.

4.4 COPYRIGHTED MATERIAL

All materials provided as part of a Reply shall be a matter of public record regardless of copyright status. By submitting a Reply in response to this ITN, the Respondent authorizes FAMU to publish, copy, and reproduce, for FAMU’s internal use and for purposes of fulfilling its obligations under Chapter 119, Florida Statutes, any and all materials provided as part of a Reply for which the Respondent holds or purports to hold a copyright.

4.5 CONFIDENTIAL INFORMATION

If a Respondent considers any portion of its Reply to contain confidential material exempt from public inspection or disclosure under Chapter 119, Florida Statutes, or other applicable state or federal law (collectively, the “Public Records Law"), then the Respondent must, simultaneously with the un-redacted Reply, provide the University with a separate Redacted Reply ("Redacted Copy").

If submitting a Redacted Copy, a Respondent must clearly include the ITN number, the name of the Respondent, and “Redacted Copy” in the title of the Redacted Copy. In addition, a Respondent must submit an index (the “Redacted Copy Index") listing the confidential portions of its Reply, along with a description identifying the basis under which the Respondent claims such exemption(s) from the Public Records Law (including the specific statutory citation(s) for each exemption claimed). Any claim of confidentiality on materials a Respondent asserts to be exempt from public inspection or disclosure placed elsewhere in a Reply and not redacted or included in the Redacted Copy Index will be considered waived by the Respondent upon submission of its Reply.

Only those portions of the Reply that the Respondent claims are confidential or exempt from Public Records Law should be redacted in the Redacted Copy. A Reply should not be redacted in its entirety. A page or paragraph should not be redacted in its entirety unless the entire page or paragraph consists of wholly information that is confidential or exempt from public inspection or disclosure under the Public Records Law. A Redacted Copy will be used to fulfill public records and other disclosure requests or requirements.

If FAMU receives a public records request for materials that a Respondent has identified as confidential, FAMU will provide the Respondent's Redacted Copy to the requester. If a requester asserts a right to the portions of material identified by the Respondent as confidential, FAMU will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to take appropriate legal action to protect the records in question from disclosure under the Public Records Law or other legal authority. If FAMU becomes subject to a demand for discovery or disclosure of materials that Respondent claims are confidential in a legal proceeding, FAMU will notify the Respondent of the demand, and it will be the Respondent's responsibility to take appropriate legal action to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to defend its claims of confidentiality, FAMU may release the materials that are responsive to the demand, without redaction, to the requester.

FAMU is not obligated to agree with a Respondent's claim(s) of confidentiality, and by submitting a Reply, a Respondent agrees to indemnify, protect, defend, and hold harmless FAMU from any and all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, arising from or relating to the Respondent's determination that the redacted portions of its Reply are confidential or otherwise protected from public inspection or disclosure. If a Respondent fails to submit a Redacted Copy of its Reply and the Redacted Copy Index as required herein, then FAMU is authorized to release the entire unredacted Reply submitted to FAMU in response to a public records request or other demand for disclosure without further inquiry of the Respondent.

4.6 COSTS INCURRED IN RESPONDING

This ITN does not commit FAMU to award the Contract or to proceed with the procurement described herein. FAMU assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse any costs incurred or alleged to have been incurred by a Respondent responding to this ITN or by any other party considering the submission of a Reply to this ITN.

4.7 MODIFICATION AND WITHDRAWAL OF REPLY

A Respondent may modify or withdraw its Reply at any time prior to the Reply due date and time specified in Section 1.5 Timeline by submitting a written request to the Procurement Officer.

4.8 MULTIPLE REPLIES

Replies may be rejected if more than one Reply is received from a Respondent. Subcontractors may appear in more than one Reply.

4.9 REPRESENTATIONS

By submitting a Reply to this ITN, a Respondent warrants, represents, and covenants that:

a) The Respondent is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization and is duly qualified to conduct business in the State of Florida.

b) The Respondent has full power and authority to enter into the Contract and to comply with the provisions of the Contract.

c) Respondent has authority to enter into the Contract with FAMU without receiving consent from, or providing notice to, any person (including any governmental authority) in connection with the execution, delivery, and performance by the Respondent of the Contract. The foregoing does not apply to the necessary licenses, permits, and other approvals to be applied for by the Respondent in connection with the Contract.

d) The Respondent currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in material default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, the Contract, in any material respect.

e) There is no material action, suit, proceeding, inquiry, or investigation, at law or in equity, before any court or public body, pending or to the best of the Respondent's knowledge threatened, which seeks to restrain or enjoin the Respondent from entering or complying with the Contract.

f) That the execution, delivery, and performance of the Contract shall not conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions, or provisions of any indenture, bank loan, credit agreement, or other agreement or contract of any kind or nature to which the Respondent is a party or by which the Respondent may be bound.

5.0 AWARD

The intended decision will be made to the responsive and responsible respondent, who is determined to provide the best value to the University, based on the selection criteria. FAMU's intended decision will be posted at https://famu.bonfirehub.com/portal/?tab=openOpportunities, on the date in Section 1.5 Timeline, or as modified by any Addenda, and will remain posted for a period of seventy-two (72) hours. Any Respondent who is adversely affected by FAMU's recommended award or intended decision must file the following with the Office of the General

Counsel, Florida A&M University, 1700 S. Adams St., 304 Foote-Hilyer Administration Center, Tallahassee, Florida 32307-3100:

1. A written notice of protest within seventy-two (72) hours after posting of the intended decision (the notice of protest may be faxed to (850) 561-2862 or hand-delivered to the address above), and
2. A formal written protest and protest bond in compliance with FAMU Regulations 6.005 (13) (c), within ten (10) days of the date on which the written notice of protest is filed to the address above. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to FAMU shall also be submitted consistent with FAMU Regulations 6.005 (13) (c).

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the required bond or other security within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

6.0 ATTACHED EXHIBITS, FORMS, AND ATTACHMENTS

6.1 ATTACHMENTS

Attachment A – Standard Written Agreement

6.2 FORMS

Form 1 – Respondent Acknowledgement Form

Form 2 – Reference List

Form 3 – Non-Collusion Affidavit

Form 4 – Statement of No Involvement

Form 5 – Notice of Conflict of Interest

Form 6 – Certificate of Status from the Florida Department of State

ATTACHMENT A

Florida Agricultural and Mechanical University

Standard Written Agreement

Contract Number _____

This Contract is between the Florida Agricultural and Mechanical University Board of Trustees (FAMU or University), a public corporation incorporated under the law of the State of Florida, and _____(Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

1. Initial Contract Term.

The Initial Contract Term shall be for one (1) year. The Initial Contract Term shall begin on _____, or on the last date it is signed by all Parties, whichever is later. The Contract shall expire on _____, unless terminated earlier in accordance with the Special Contract Conditions.

2. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

3. Suspension of Work and Termination.

3.1 Suspension of Work.

FAMU may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the University to do so. FAMU will provide the Contractor with written notice outlining the particulars of the suspension. After receiving a suspension of notice, the Contractor must comply with the notice and will cease the performance of the Contract. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until authorized to do so by FAMU.

3.2 Termination for Convenience.

The Contract may be terminated by FAMU in whole or in part at any time, in the best interest of the University. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract

price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, FAMU may:

g) immediately terminate the Contract;

h) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or

ii) take other action deemed appropriate by FAMU.

3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, FAMU may:

a) immediately terminate the Contract;

b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or

c) take other action deemed appropriate by FAMU.

4. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

(a) Exhibit A, Scope of Work

(b) Exhibit B, Contractor's Submitted Price Sheet

5. Contract Management.

FAMU's Contract Manager:

Individual's Name
Florida A&M University
Office of Procurement Services

2380 Althea Gibson Way, Suite 214

Tallahassee, Florida 32307
Email address: Purchasing@famu.edu

If FAMU changes the Contract Manager, FAMU will notify the Contractor. Such a change does not require an amendment to the Contract.

Contractor's Contract Manager:

[insert information]

If the Contractor changes its Contract Manager, the Contractor will notify FAMU. Such a change does not require an amendment to the Contract.

6. PAYMENT AND FEES.

6.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

6.2 Price Decreases.

The following price decrease terms will apply to the Contract:

6.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

6.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

6.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

6.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to FAMU after delivery and acceptance of commodities or contractual services is confirmed by FAMU. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

6.4 Travel.

Travel expenses are not reimbursable unless specifically authorized by FAMU in writing and may be reimbursed only in accordance with section 112.061, F.S.

6.5 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against FAMU unless authorized by Florida law.

6.6 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by FAMU.

7. CONTRACT MANAGEMENT.

7.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

7.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by FAMU.

8. COMPLIANCE WITH LAWS.

8.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply

with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

8.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by FAMU's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in Leon County, Florida.

8.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide FAMU with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

8.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify FAMU if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

8.5 Scrutinized Companies - Termination by FAMU.

FAMU may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in

Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

8.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

9. MISCELLANEOUS.

9.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of FAMU. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. FAMU supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

9.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of FAMU. However, the Contractor may waive its right to receive payment and assign same upon notice to FAMU. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such

responsibility is expressly waived by FAMU. FAMU may assign the Contract with prior written notice to the Contractor.

9.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. FAMU will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

9.4 Inspection and Acceptance of Commodities.

9.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

9.4.2 Rejected Commodities.

When FAMU rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and FAMU will have the right to dispose of such commodities. Contractor will reimburse FAMU for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

9.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

9.6 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

9.7 Waiver.

The delay or failure by FAMU to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

9.8 Modification and Severability.

The Contract may only be modified by written agreement between FAMU and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

10. LIABILITY AND INSURANCE.

10.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to FAMU, for the protection of employees not otherwise protected.

10.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include FAMU as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and FAMU Florida under the resulting contract.

10.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing FAMU to be an additional insured.

10.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to FAMU, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. FAMU shall determine the type and amount of security.

10.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold FAMU, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to FAMU. The Contract does not constitute a waiver of sovereign immunity or consent by FAMU to suit by third parties. Without limiting this indemnification, FAMU may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

10.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, FAMU shall not be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if FAMU has been advised that such damages are possible. FAMU shall not be liable for lost profits, lost revenue, or lost institutional operating savings. FAMU may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. FAMU may set off any liability or other obligation of the Contractor or its affiliates against any payments due the Contractor under any contract with FAMU.

11. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

11.1 Public Records.

11.1.1 Termination of Contract for Refusal to Comply with Chapter 119, F.S.

FAMU may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

11.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACTOR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

11.2 Protection of Trade Secrets or Otherwise Confidential Information.

11.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to FAMU. The Contractor will be responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

11.2.2 Public Records Requests.

If FAMU receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, FAMU will provide the materials to the requester.

11.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless FAMU for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

11.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

11.4 Intellectual Property.

11.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, FAMU shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

11.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole

property of FAMU. Contractor must inform FAMU of any inventions or discoveries developed or made through performance of the Contract. FAMU will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

11.4.3 Copyrightable Works.

Contractor must notify FAMU of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by FAMU.

12. DATA SECURITY.

The Contractor will maintain the security of FAMU data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving FAMU data, the Contractor shall give notice to FAMU within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide FAMU with a post-incident report documenting all containment, eradication, and recovery measures taken. FAMU reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

13. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

13.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

13.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or FAMU.

Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term,

or compensation regarding the Contract after the Contract is executed and during the Contract term.

13.3 Communications.

13.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying FAMU's Contract Manager and securing FAMU's prior written consent.

13.3.2 Use of FAMU Statements.

The Contractor shall not use any statement attributable to FAMU for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying FAMU's Contract Manager and securing FAMU's prior written consent.

14. CONTRACT MONITORING.

14.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. FAMU will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Performance Deficiencies and Financial Consequences of Non-Performance.

14.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if FAMU determines that there is a performance deficiency that requires correction by the Contractor, then FAMU will notify the Contractor. The correction must be made within a time-frame specified by FAMU. The Contractor must provide FAMU with a corrective action plan describing how the Contractor will address all performance deficiencies identified by FAMU.

14.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to FAMU, or implementation of the plan fails to remedy the performance deficiencies, FAMU will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice FAMU for

the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate FAMU for the performance deficiencies.

14.3 Performance Delay.

14.3.1 Notification.

The Contractor will promptly notify FAMU upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform FAMU of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by FAMU has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify FAMU and use commercially reasonable efforts to perform its obligations on time notwithstanding FAMU's delay.

14.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage FAMU, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

14.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify FAMU in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of

any kind from FAMU for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless FAMU determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the University, in which case FAMU may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to FAMU with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

15. CONTRACT AUDITS.

15.1 Performance or Compliance Audits.

FAMU may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by FAMU. FAMU may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by FAMU upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for FAMU or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 8.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

15.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.6 of this Standard Written Agreement. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by FAMU, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

16. BACKGROUND SCREENING AND SECURITY.

16.1 Background Check.

FAMU may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by FAMU. The cost of the background checks will be borne by the Contractor. FAMU may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify FAMU's Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of FAMU, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

16.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to FAMU's Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to FAMU's Contract Manager identifying the new hire with its E-Verify case number.

16.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to FAMU data or directly performing services under the Contract. The disqualifying offenses are as follows: computer related crimes; information technology crimes; fraudulent practices; false pretenses; frauds; credit card crimes; forgery; counterfeiting; violations involving checks or drafts; misuse of medical or personnel records; and felony theft.

16.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must

comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of FAMU's security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

17. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify FAMU in writing if its ability to perform is compromised in any manner during the term of the Contract.

18. NON-DISPARAGEMENT.

Contractor acknowledges that the University relies heavily on its reputation to attract students, faculty, and donors. Accordingly, Contractor agrees that during the Term of this Contract, and at all times thereafter, Contractor, and its employees and agents, shall not, directly or indirectly, make, publish, or communicate disparaging, negative, or derogatory statements, whether verbal, written, or electronic (including, but not limited to, social media and online platforms) regarding the University, its academic or athletic programs, or its Board of Trustees, officers, administrators, faculty, staff, students, alumni, or donors. Nothing in this provision shall prevent Contractor from: (1) testifying under oath in any legal or administrative proceeding where such testimony is compelled by law; (2) reporting possible violations of federal, state, or local law or regulation to a governmental entity; or (3) making disclosures that are protected under the applicable whistleblower statute.

Form 1

RESPONDENT ACKNOWLEDGEMENT FORM

Submit Reply to:

FLORIDA A&M UNIVERSITY,

Office of Procurement Service

Tallahassee, Florida 32307-3200

Telephone Number: (850) 599-3203

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

REPLIES WILL BE OPENED: @ 2:00 p.m.

ITN NO.: 0005-2027

Posting Date: 11/12/2026

ITN TITLE: FLORIDA A&M UNIVERSITY DINING AND CATERING OPERATIONS

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

VENDOR NAME: _____

THE INVITATION TO NEGOTIATE DOCUMENT IS SUBJECT TO CHANGE. All notices of change ("Addenda") will be posted on https://famu.bonfirehub.com/portal/?tab=openOpportunities and will remain posted for 72 hours (excluding weekends and holidays). Any party adversely affected by a university's decision has the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, and University Regulation 6.005 (9) (k) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. It is the responsibility of all potential Respondents to monitor the portal for any changing information prior to submitting a Reply and throughout the ITN process.

VENDOR MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

AREA CODE: _____TELEPHONE NUMBER: _____

TOLL-FREE NUMBER: _____

I certify that this Reply is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same commodities/services and is fair and without collusion or fraud. I agree to abide by all conditions of this ITN and certify that I am

authorized to sign this Reply for the Respondent and that the Respondent follows all requirements of the ITN, including but not limited to certification requirements.

_____

AUTHORIZED SIGNATURE (MANUAL)

_____

NAME & TITLE (TYPED)

Form 2
REFERENCES

Provide a minimum of five (5) current references, preferably from other educational clients comparable to FAMU.

Complete Name: _____

Address: _____

Telephone Number: _____

Email address: _____

Contact Person: _____

Complete Name: _____

Address: _____

Telephone Number: _____

Email address: _____

Contact Person: _____

Complete Name: _____

Address: _____

Telephone Number: _____

Email address: _____

Contact Person: _____

Complete Name: _____

Address: _____

Telephone Number: _____

Email address: _____

Contact Person: _____

Complete Name: _____

Address: _____

Telephone Number: _____

Email address: _____

Contact Person: _____

Form 3

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,

(Name) (Title) Name of Firm)

I can prepare this affidavit on behalf of my firm and its owner, director, and officers. I am responsible in my firm for the price(s) of this Response and its preparation. I state that:

4. The price(s) and amount(s) of this Response have arrived independently and without consultation, communication, or agreement with any other Provider, potential Provider, bidder, or potential bidder.
5. Neither the price(s) nor the amount(s) of this Response, nor the approximate price(s) nor the approximate amount of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, bidder, or potential bidder. They will not be disclosed before the bid opens.
6. No attempt has been made or will be made to induce any firm or person to refrain from submitting a Response for this contract or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or non-competitive price(s) or other form of complementary Response.
7. The Response of my firm is made in good faith and not under any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Response.
8. _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion concerning bidding on any public contract, except as follows:

(NAME OF FIRM)

The named firm and I understand that the above representations are material and essential and will be relied on by the State of Florida for which this Response is submitted. I know, and my firm understands, that any misstatement in this affidavit is and shall be treated as fraudulent

concealment from the State of Florida of the facts relating to the submission of Responses for this contract.

_____ _____ _____

Signature Title Company

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME by means of [ ] physical presence or [ ] online notarization, this _____day of _____, 2027 by _____.

Notary Public, State of _____

Printed Name: _____

My Commission Expires: _____

Personally known _____OR Produced identification _____

The type of identification produced _____

Form 4

STATEMENT OF NO INVOLVEMENT

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

3. Developing this Invitation to Negotiate, or,
4. Performing a feasibility study concerning the scope of work in this Invitation to Negotiate.

_____

Signature

_____

Company Name

_____

Date

Form 5

NOTICE OF CONFLICT OF INTEREST

Company or Entity Name: _____

To participate in the Invitation to Bid process and comply 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 accurate to the best of my knowledge. Signed on this___, day of _____, 2027.

_____

Signature

_____

Print Name and Title

Form 6

Florida Department of State

Certificate of Status

Attached to this form is the current Certificate of Status from the Florida Department of State, Division of Corporations, for _____.

By: _____

Name: _____

Title: _____

[ATTACH CERTIFICATE OF STATUS WITH THIS FORM]