INVITATION TO NEGOTIATE (ITN)

ITN No.: 0001-2026 ReBid

Florida A&M University Dining and Catering Operations

Refer ALL Inquiries to:

Office of Procurement Services

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

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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 term contract for dining and catering operations on FAMU campuses. 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.

FAMU seeks a Respondent to advance the University's goals and objectives outlined in the Scope of Work (**Exhibit A**).

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 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 OVERVIEW OF CAMPUS DINING OPERATIONS

The University provides a diverse portfolio of campus dining services designed to meet the needs and preferences of students, faculty, staff, and visitors. Dining venues are located throughout campus and include residential dining facilities, retail concepts, specialty venues, and late-night options. The current dining program includes the following locations and service offerings:

1. The Top Café – The University's primary residential dining facility, offering a variety of all-you-care-to-eat options, including:
    a. Homestyle entrées and sides at Main Plate
    b. Grilled selections at J. Clark's Grille
    c. Freshly prepared pizza at Villa Toscana
    d. Vegan, vegetarian, and gluten-free options
    e. Featured offerings, including Fried Chicken Wednesday and Fish Fry Friday
    f. Local favorites and additional rotating selections

2. The Hub – The University's newest residential dining facility, located at the Villages and offering a variety of all-you-care-to-eat options, including:
   a. Homestyle entrées and sides at Main Plate
   b. Grilled selections at J. Clark's Grille
   c. Freshly prepared pizza at Villa Toscana
   d. Vegan, vegetarian, and gluten-free options
   e. Featured offerings, including Fried Chicken Wednesday and Fish Fry Friday
   f. Local favorites and additional rotating selections

3. The President's Dining Room – A sit-down, upscale dining venue serving faculty, staff, and students. Current offerings include a daily hot entrée, scratch-made soup, specialty burgers, chicken sandwiches, salads, and rotating daily specials.

4. The Food Court – A retail dining venue featuring concepts such as Starbucks, Pizza Express, Wingstop, Tropical Smoothie Cafe, and Rattler Kitchen.

5. Orange Room – A retail dining venue featuring Chick-fil-A and Rattler's Nest:
   a. Chick-fil-A – A quick-service restaurant offering its signature chicken sandwich and related menu items.
   b. Rattler's Nest – A campus dining concept serving breakfast items, grilled favorites, French fries, onion rings, and other selections throughout the day.

6. Coleman Library – A Starbucks location within Coleman Library serving hot and cold beverages and related menu items.

7. The Pit – A late-night, order-ahead dining concept available through Grubhub, featuring premium burgers, quesadillas, chicken fingers, and other menu items.

The University's dining program is a significant, stable revenue-generating operation, supported by a diverse portfolio of Mandatory, Commuter, and Faculty and Staff meal plans, as well as retail dining and catering services. Over the past 4.75 years, meal plan operations generated average annual sales of $10,184,295.47 and average annual commission revenue of $1,186,983.93. Retail dining operations produced average annual sales of $2,465,132.17 and commission revenue of $287,527.98, while catering services generated average annual sales of $1,617,078.76 with corresponding commissions of $194,049.42. These results demonstrate the strength of the University's dining program and provide a solid foundation for continued growth, innovation, and revenue enhancement under a strategic dining services partnership.

Detailed historical program data are provided in Exhibit C, Dining Program Data, including meal plan participation by plan type and term, residential occupancy, enrollment, transaction counts and sales by location, catering volume, current commission rates, current meal plan and door rates, hours

of operation, and an inventory of dining facilities and equipment with age and condition. Respondents should rely on Exhibit C when preparing their Financial Proposals.

1.3 GOAL AND QUESTIONS TO BE EXPLORED

Florida A&M University (FAMU) seeks to establish a strategic partnership with an innovative and financially sound dining services provider to manage and enhance dining, catering, and concession operations on the University's main campus in Tallahassee. The selected partner will be expected to build upon the University's strong operational foundation by delivering high-quality dining experiences, increasing customer engagement and participation, driving revenue growth, and supporting the University's commitment to sustainability, student success, and community engagement.

FAMU's objective is to identify a partner capable of developing distinctive, market-responsive dining experiences that meet the evolving needs of students, faculty, staff, and visitors. The University is also interested in opportunities to expand services to satellite locations and other campus venues while maximizing revenue-sharing opportunities and long-term value for the institution.

Through this ITN process, the University seeks to explore the following questions:

1) What operational, management, maintenance, marketing, and financial strategies will the Respondent implement to support and advance FAMU's strategic goals and objectives?
2) What dining, catering, concession, and related food service offerings does the Respondent provide, and how are those services structured to ensure operational excellence, customer satisfaction, innovation, and financial performance?
3) How will the Respondent enhance the overall campus dining experience while promoting student engagement, wellness, sustainability, and inclusivity?
4) What opportunities does the Respondent identify for increasing participation, expanding service offerings, improving efficiencies, and growing revenue throughout the contract term?
5) How will the Respondent leverage technology, data analytics, and industry best practices to improve service delivery, operational performance, and customer satisfaction?
6) What capital investment will the Respondent commit to renovate, modernize, and expand FAMU's dining facilities (including The Top Café, The Hub, the Food Court, the Orange Room, and the President's Dining Room), and on what schedule?
7) What guaranteed financial return, including a Minimum Annual Guarantee, commissions, and other University support, will the Respondent commit to FAMU over the full term?
8) How will the Respondent keep meal plans affordable and deliver measurable value to students, including limits on annual rate increases?
9) How will the Respondent create new revenue and visibility opportunities, such as premium game-day and event hospitality at Bragg Memorial Stadium and other athletics venues, expanded catering, and service to satellite locations?

1.4 TERM

It is anticipated that the initial term of the Contract will commence on or about April 1, 2027, and will remain effective for a period of ten (10) years, ending on March 31, 2037. The Contract may

be renewed for one (1) additional term of up to five (5) years. 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.

The ten (10) year initial term is intended to allow the successful Respondent to amortize the capital investment required by this ITN on a straight-line basis over a period that does not extend beyond the initial term. Any capital investment made during a renewal term shall be fully amortized by the end of that renewal term.

1.5 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.

1.6 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
11/17/2026	Pre-reply Conference and Site Visit
11/20/2026	Deadline for Respondents to submit questions about the ITN
11/24/2026	Estimated date the University responds to questions via an addendum posted to the Bonfire Website: https://famu.bonfirehub.com/portal/?tab=openOpportunities
12/14/2026	Replies due **by 2:00 p.m**. - FAMU Office of Procurement Services, Via FAMU Solicitation Portal: Bonfire NOTE: All Bid Responses must be submitted via the Bonfire website: https://famu.bonfirehub.com/portal/?tab=openOpportunities. **Responses received after 2:00 p.m. EST or to any location other than the above address are subject to rejection without evaluation.**
12/14/2026	Public Opening of Replies @ 2:00 p.m. Zoom: https://famu.zoom.us/meeting/register/sXOriTx3RSe0Hw9V2xbsZQ
12/18/2026	The Evaluation Committee completes its evaluation
01/05/2027	The Negotiation Committee will view presentations and begin negotiations, if necessary (not open to the public)

01/12/2027	Proposers Site Visit(s) – the number or location(s) to visit is at the sole discretion of the Negotiation Committee.
01/18/2027	The Negotiation Committee continues Negotiations
01/26/2027	Best and Final Offers (BAFO) due to Procurement Services
01/28/2027	Negotiation Committee meets to discuss BAFO to determine award recommendation
February 2027	Posting of the Intended Award Decision

1.7 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 using the Florida Relay Service 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 Respondents 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 its 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 to 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 sections 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 Statutes, relating to scrutinized active business operations in Iran; or if the Respondent or other entity has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in a boycott of Israel.

2.11 LIABILITY INSURANCE

The Contractor shall carry and keep in force throughout the duration of the Contract 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#: 0001-2026 Rebid

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

The negotiation activities described in this ITN—including vendor presentations, demonstrations, interviews, site visits, reference checks, negotiations, best and final offers, and other activities—provide only a general framework. In its sole discretion, the Negotiation Team may conduct these activities in any order; repeat, combine, or omit them; or conduct additional activities when doing so is in FAMU's best interests. Nothing in this ITN requires the Negotiation Team to follow a particular sequence or limits its authority to request additional information, continue discussions, or revisit completed activities with one or more Respondents.

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

Details of the desired commodity/services, information, and items to be furnished by the contractor are described in Exhibit "A," Scope of Work, attached hereto and made a part hereof.

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:.

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

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 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 date and time specified 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 changes in information prior to submitting their Reply and throughout the procurement process.

WRITTEN QUESTIONS should be submitted to:

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

ALL EMAILS TO THE PROCUREMENT OFFICER MUST CONTAIN THE ITN NUMBER (0001-2026 Rebid) 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, the following: a Respondent fails 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 does 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. Replies will be evaluated by the Evaluation Team in accordance with the evaluation criteria outlined below and as specified in this ITN. Each Evaluation Team member will independently evaluate Part I and Part II of each Respondent's Reply according to the evaluation criteria set forth below and as set forth in this ITN. The maximum number of points available for each criterion is described below:

Part I -Technical Reply	**Description**	**Available Points**
1	Company History and Experience	10
2	Service	15
3	Technology	10
4	Sustainability	5
5	Innovations/Contributions/Added Value	10

Part II	Description	Available Points
	Financial Return to the University (commissions, Minimum Annual Guarantee, and University support contributions)	25
	Capital Investment Plan (amount, timing, and quality of facility investment)	20
	Meal Plan Affordability and Student Value	5
	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 to 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 to 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, the financial return and capital investment offered to the University in a Reply may be increased but should not be reduced, and prices charged to customers (including meal plan rates) may be reduced but should not be raised, unless the change 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 were previously expressed as permissive 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 Negotiations

FAMU has sole discretion to determine whether, when, and how to take any of the following actions. At any time during negotiations, FAMU may:

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

b. Require any or all Responsive Respondents to submit additional, revised, or final written Replies on specified topics, including changes to ITN specifications, terms, conditions, or business references.

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

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

e. Pursue a Contract with a Respondent for services covered by this ITN, including its Addenda and any request for additional, revised, or final written Replies or BAFO(s).

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, and either continue negotiations with other Respondents or discontinue negotiations entirely.

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

i. Reopen negotiations with any Responsive Respondent.

j. Take any additional administrative steps necessary to determine the final award, including demonstrations, additional fact-finding, site visits, evaluations, or negotiations consistent with this solicitation.

k. Request assistance from and use subject matter experts.

l. Review and respond to relevant information contained in the Replies.

m. Request pricing options that differ from the Respondent's initial pricing.

n. Request business references and related reference-check materials. If requested, the following guidelines apply:

    i. References must be relevant to the services covered by this solicitation.

    ii. If a reference concerns the Respondent's parent, affiliate, or subcontractor, the Respondent must identify that relationship when providing the reference to FAMU.

o. References will not be accepted from:

    i. Current employees of FAMU;

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

    iii. Persons currently or formerly employed by the Respondent, its parent, an

affiliated entity, or subcontractor;

iv. Board members of the Respondent;

v. Relatives of Respondent's employees or board members;

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

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

p. 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 they believe 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

1. 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:
2. The Respondent's articulation, innovation, and demonstrated ability to meet FAMU's goals and objectives;
3. The experience and skills of the Respondent's proposed staff relative to its proposed solution; and
4. The amount, certainty, and timing of the financial return and capital investment offered to the University; the affordability of the Respondent's meal plan and retail pricing; 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, the Chief Procurement Officer, 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) is 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 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 that the Respondent intends to remain vested in 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 three (3) separate parts: The Technical Reply (Part I), the Financial Proposal (Part II), and Forms (Part III). The mandatory minimum requirements of this ITN are a Reply that contains all three Parts and the required documents as follows:

- Part I - Technical Reply
- Part II - Financial Proposal
- Part III - Forms

4.2.1 Technical Reply ("Part I")

The Technical Reply shall be organized in the following sections and contain the information described below. Failure of the Respondent to follow this outline and the instructions contained in this ITN may result in the rejection of the Reply.

The Technical Reply page size must not exceed 8½" x 11". Foldout pages with a size not exceeding 11" x 17" may be used, where appropriate, but shall not exceed five (5) pages of the Technical Reply. All pages must be sequentially numbered. A page with information on both sides shall be counted as two (2) pages. Font size should be at least 10 points for readability. The Technical Reply may include a cover or title page, table of contents, and tab dividers for organizational purposes. The cover or title page, table of contents, and tab dividers will not count towards the Technical Reply maximum page limit (no additional exclusions will be permitted). The information provided in the Technical Reply should be clearly and concisely stated. The Technical Reply should not contain any hyperlinks to external content or web pages, as this content will not be accessed or evaluated.

The Technical Reply shall be divided into five (5) sections: Company Experience and Qualifications, Service, Technology, Sustainability, and Innovations/Contributions/Added Value.

1. RESPONDENT'S COMPANY EXPERIENCE AND QUALIFICATIONS

The Respondent shall provide an overview of the Respondent's business. The Respondent should provide details on how the Respondent's business aligns with FAMU's goal and objectives for the Contract. The Respondent shall describe its prior experience, and the prior experience of any subcontractor, affiliate, subsidiary, parent, or predecessor entity of the Respondent (if the Respondent is relying on such prior experience), in providing the types of commodities and services described in the Scope of Work. The information provided should include:

a) As applicable, details describing the Respondent's prior experience in providing the types of commodities and services described in the Scope of Work.

b) As applicable, the primary personnel who will be responsible for managing the Contract, including their titles, roles, and years of experience managing similar contracts.

c) As applicable, a summary of the Respondent's prior experience of similar operations, including dates of service, services provided, facility location, and additional relevant details.

If the Respondent is relying on the prior experience of a subcontractor or an affiliate, subsidiary, parent, or predecessor entity of the Respondent, the Respondent should provide:

a) The name of the subcontractor, affiliate, subsidiary, parent, or predecessor entity, and details describing its relationship to the Respondent.

b) Details describing the prior experience of the subcontractor, affiliate, subsidiary, parent, or predecessor entity in providing the types of services described in the Scope of Work on similar projects to this ITN.

c) The anticipated percentage of all contracted work to be provided by each subcontractor, affiliate, subsidiary, parent, or predecessor entity.

2. SERVICE

The Respondent shall provide a description of its approach to account management, logistics, operational support, maintenance, and client responsiveness. The Respondent should provide details on its management approach to all aspects of the Scope of Work while bringing the right specialized expertise and experience to provide value to FAMU. The Respondent should also describe how it will adapt its operations to variable staff levels and increases in utilization on FAMU's campuses.

The Respondent shall provide its approach to meeting FAMU's goals and objectives for the Contract. The Respondent should describe its understanding of FAMU's campuses and the needs of customers. The Respondent should summarize how its management approach fosters collaboration with FAMU and aligns with the stated goal and objectives.

3. TECHNOLOGY

The Respondent shall provide a description of its technology to enhance operational efficiency, improve consumer experience, and provide actionable business intelligence. The Respondent shall detail its technological capabilities and implementation strategy, as well as a comprehensive plan for the installation, maintenance, and technical support for all equipment and software for complete execution of the Contract.

4. SUSTAINABILITY

The Respondent shall outline its strategy for minimizing environmental impact, with a particular focus on reducing single-use plastic consumption on FAMU's campuses. The Respondent should address how it can enhance FAMU's existing waste management and recycling infrastructure.

5. RESPONDENT'S INNOVATIONS / CONTRIBUTIONS / ADDED VALUE CONTENT

FAMU recognizes that customers' needs may change throughout the term of the Contract, and FAMU wishes to engage a Contractor that will continuously improve its processes, food options, retail offerings, and technology to provide quality dining offerings and optimize its opportunities to increase revenue. The Respondent should:

- Describe innovative processes and technologies that it has implemented at other facilities and any that the Respondent will implement (at its own cost) to gain operational efficiencies to perform the Scope of Work.
- Describe its approach to identifying potential challenges, identifying how to improve food and retail options, evaluating utilization, and generating innovations to be applied throughout the duration of the Contract.

Replies shall include the following minimum subsections as part of the Technical Reply; however, additional subsections may be added by the Respondent to demonstrate a comprehensive approach and methodology.

a. Value Added Services/Offerings

The Respondent shall describe the unique value-added components it can provide that set its offerings apart from others. Consider aspects such as innovative marketing strategies, enhanced customer engagement initiatives, internships, logistics efficiencies, or product offerings. Detail how these elements would not only enhance the distribution process but also contribute to brand visibility and market penetration. Additionally, highlight any partnerships or technology integrations that can streamline operations or improve service delivery, ultimately driving mutual growth and profitability.

b. Scholarships and Donations

The Respondent shall describe any scholarships, financial contributions, in-kind donations, sponsorships, or other philanthropic support it proposes to provide during the Contract term. The Reply must identify the type, amount or value, frequency, eligibility criteria, intended beneficiaries, funding source, and proposed method of administration for each commitment. Unless otherwise approved in writing by FAMU, all such support shall be provided through University-designated offices or affiliated entities, separately accounted for, and documented in an annual report to FAMU. Scholarships and donations shall not reduce or replace any commission, capital investment, operating obligation, or other payment required under the

Contract and shall comply with all applicable laws and University policies. No proposed contribution shall create an endorsement obligation, confer preferential treatment, or restrict FAMU's discretion in selecting recipients or using donated funds for the approved purpose.

4.2.2 Financial Proposal ("Part II")

The Respondent's Financial Proposal shall include three (3) separate but interrelated components: (1) the Financial Plan, (2) the Capital Investment Plan, and (3) the Price Sheet to facilitate a comprehensive review and complete understanding of the anticipated strategy to accomplish the goal and objectives of the Contract. The Financial Approach shall incorporate all projected revenues and expenses related to the Contractor's performance of the Contract.

Financial Plan

The Respondent shall provide a detailed Financial Plan detailing a comprehensive strategy for optimizing pricing and maximizing revenue across all dining, retail, catering, and concession operations. Proposals should detail innovative pricing models that can adapt to market fluctuations and consumer demand, including tiered pricing, promotional discounts, or bundled offerings.
Respondents should also outline their approach to market analysis and competitive pricing strategies that will ensure profitability while maintaining market share.

Additionally, please include any insights into revenue-sharing models or incentives that can be implemented to drive sales and meal plan participation and to share revenue growth with the University (for example, tiered commissions that increase as Gross Receipts exceed defined thresholds). Highlight any tools or technologies that will be utilized for data analytics, enabling real-time pricing adjustments and sales forecasting. Emphasis should be placed on how these strategies will not only enhance revenue generation but also create sustainable growth opportunities that align with FAMU's goals and objectives.

The Financial Plan shall be limited to a maximum of ten (10) pages, with each page not to exceed 8½" x 11" in size. Foldout pages with a size not exceeding 11" x 17" may be used, where appropriate, but shall not exceed two (2) pages comprising the Financial Plan. Each 11" x 17" page shall be counted as a single page and will be included in the calculation of the Financial Plan maximum page limit. All pages must be sequentially numbered. A page with information on both sides shall be counted as two (2) pages. Font size should be at least 10-point for readability. The Financial Plan may include a cover or title page, table of contents, and tab dividers for organizational purposes. The cover or title page, table of contents, and tab dividers will not count towards the Financial Plan maximum page limit (no additional exclusions will be permitted).

Capital Investment Plan

The Respondent shall provide a Capital Investment Plan identifying each proposed capital project (including renovation, modernization, new concepts, equipment replacement, technology,

and branding). For each project, the plan shall state the location, scope and concept, estimated cost, source of funds, design and construction schedule, anticipated opening date, and projected effect on revenue and participation. At a minimum, the Respondent should address The Top Café, The Hub, the Food Court, the Orange Room, the President's Dining Room, and catering facilities.

The Capital Investment Plan shall include: (a) the total capital investment committed over the initial term and the year in which each amount will be expended; (b) a straight-line amortization schedule for each investment, ending no later than the expiration of the initial term; (c) the proposed annual Repair and Maintenance Fund and periodic facility refresh commitments; and (d) any investment proposed for satellite locations, athletics venues, or new campus facilities. All improvements, fixtures, and equipment funded by the Respondent shall become the property of the University upon installation. Capital investment amounts shall be stated net of, and shall not include, interest, financing charges, contingency, overhead, or management surcharges.

Price Sheet

The Respondent shall provide a Price Sheet as part of its Reply, using Exhibit B, Price Sheet. The Price Sheet shall state each of the following separately for each Agreement Year of the initial term:

- Commission rates by revenue category (mandatory and voluntary meal plans; Flex/Dining Dollars; retail cash, credit, and debit sales; catering; concessions and athletics; summer conferences and camps; and third-party delivery and franchise sales);
- A Minimum Annual Guarantee payable to the University in each Agreement Year regardless of actual sales, and its annual escalation;
- Any signing bonus or other one-time contribution, and the date of payment;
- Total capital investment by project and year, with the corresponding amortization schedule;
- The annual Repair and Maintenance Fund and scheduled facility refresh funding;
- Annual scholarship, student internship, and unrestricted University support contributions, each stated in fixed dollar amounts;
- Annual marketing, technology, and sustainability funds and in-kind catering credits, if offered;
- Proposed meal plan rates by plan type and door rates for the first Agreement Year, and the proposed annual price-adjustment methodology (not to exceed the cap stated in Exhibit A);
- Catering menu pricing and any discount for University-sponsored events; and
- Any proposed contribution toward utilities, custodial services, pest control, waste removal, or other University-provided services.

All amounts shall be stated in U.S. dollars and shall not be conditioned on exclusivity, sales volumes, or University actions not expressly identified in this ITN.

The Economic Model (a ten (10) year pro forma showing projected sales by revenue category, commissions, the Minimum Annual Guarantee, capital investment and amortization, and all other payments to the University) shall be submitted electronically in a Microsoft Excel file and

must not be locked for use (or a password for unlocking the file must be provided). The economic model should be transparent and user-friendly, enabling FAMU to conduct sensitivity testing and properly evaluate the viability of the Respondent's Financial Plan. The Price Sheet should also be formatted for ease of printing.

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 wholly of 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) The 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.

d) 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 into or complying with the Contract.

e) 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 on the Office of Procurement Services website, and 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 EXHIBITS

Exhibit "A" – Scope of Work

Exhibit "B" – Price Sheet

Exhibit "C" – Dining Program Data

6.2 ATTACHMENTS

Attachment A – Standard Written Agreement

6.3 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

EXHIBIT A

SCOPE OF WORK

FLORIDA A&M UNIVERSITY

DINING AND CATERING OPERATION RIGHTS

This Scope of Work (“SOW") defines the terms, conditions, and performance expectations for the supply, distribution, dining, catering, and sale of food by [Vendor Name] ("Vendor") across all properties and facilities owned, operated, or leased by the Florida Agricultural and Mechanical University Board of Trustees (“FAMU” or “University”). The dining program shall be operated in a neutral, lawful, and non-discriminatory manner, focused on service quality, affordability, operational excellence, financial transparency, and long-term sustainability, and in full compliance with all applicable federal and state laws and State University System of Florida regulations.

The Vendor shall partner collaboratively with university leadership to support student satisfaction, operational continuity, fiscal accountability, and long-term program sustainability.

1. Definitions.

Definitions included in this Exhibit A shall apply solely to the Dining Services Agreement and shall not be construed to grant marketing, sponsorship, athletics, or exclusive brand rights unless expressly stated in the Agreement.

“Affiliate” means, as to any entity, any other entity which is controlled by, controls, or is under common control with such entity. The term “control” (including the terms “controlled,” “controlled by” and “under common control with") will mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity.

“Agreement Year” means each twelve-month period during the Term beginning with the Effective Date and subsequent anniversaries thereof.

“Alcoholic Beverage”- means any liquid intended for human consumption that contains a certain percentage of alcohol by volume.

"Ancillary Products" - supplementary goods and services that enhance or support the primary dining operations.

"Beverage" or "Beverages" means all non-alcoholic beverages of any kind except unbranded hot coffees and hot teas freshly brewed, tap water, or unbranded juice squeezed fresh on the premises.

"Campus" means all facilities now or hereafter operated by or in connection with the University during the Term, including the main campus located in Leon County, Tallahassee, Florida, the Law School campus located in Orlando, Florida, and any current or future satellite or successor campus locations. References to Campus include all buildings and grounds associated with the University, including dining facilities, branded or unbranded food service outlets, vending and concession locations, and all athletic facilities (including press boxes, players' benches, and locker rooms).

"Capital Investment" means funds provided by Vendor for the design, construction, renovation, furnishing, equipping, technology, and branding of dining facilities on Campus, as set forth in the Contract, excluding normal operating expenses, smallwares, and repairs funded through the Repair and Maintenance Fund.

"Catering"- the provision of food and drink at a social event or other gathering, typically as a professional service.

"Competitive Products" means any food or beverage items that are not explicitly designated as products of the contracted vendor.

"Dining"- the activity of eating a meal.

"Food"- items purchased for use in the preparation and service of student, à la carte, adult, and special event meals as specified.

"Food Service Management Company" is a commercial enterprise or nonprofit organization that provides an educational institution with contracts to manage some or all aspects of its food service operations.

"Gross Receipts" means all revenue from sales of food, beverages, meal plans, Flex/Dining Dollars, catering, concessions, and related products and services on Campus, excluding sales tax, before deduction of any costs, fees (including credit card and third-party delivery fees), commissions, or other expenses.

"Minimum Annual Guarantee" or "MAG" means the minimum amount Vendor guarantees to pay the University in each Agreement Year, as set forth in the Contract, regardless of actual sales.

"Products" - a broad range of items beyond food, encompassing all materials, goods, and

supplies necessary for the operation of the dining services.

“Team” or "Team(s)” means all intercollegiate athletic teams associated with the University.

“Unamortized Balance” means the portion of a Capital Investment that has not been amortized, calculated on a straight-line basis over the amortization period stated in the Contract, without interest, financing charges, or overhead.

“University Marks” means the University’s name, colors, uniforms, and emblems, and all tradenames, trademarks, service marks, designs, logos, characters, identifications, symbols, and other proprietary designs that are in existence on the Effective Date or which will be created during the Term and which are owned, licensed, or otherwise controlled by the University.

“Vendor”- A respondent submitting a proposal in response to this Invitation to Negotiate (ITN) and, if selected, the individual, firm, corporation, or other legal entity that enters into a contract with the University to provide the services described herein, including its officers, employees, agents, and authorized subcontractors.

For the avoidance of doubt, the inclusion of definitions related to athletics, sponsorships, marketing rights, beverage exclusivity, or brand protection shall not be construed to grant any such rights under this Exhibit A unless expressly stated elsewhere in the Agreement.

2. Goal.

The primary goal of this Agreement is to establish a comprehensive, high-quality, and financially beneficial dining program that serves the entire University community, including students, faculty, staff, and visitors, while supporting the University’s strategic goals in sustainability, health, and campus life.

The dining program shall emphasize reliable service delivery, food safety compliance, fiscal accountability, and consistent operational standards across all locations.

3. Dining Availability Rights.

3.1 Subject to the permitted exceptions set forth in Section 5 below, the University agrees that all catering services for university-sponsored events and any food tastings or samplings provided at no cost that are advertised or promoted on campus shall be provided by the University’s dining vendor.

The Vendor shall have a right of first refusal for university-sponsored catering events. External caterers may be utilized only when the Vendor declines or is unable to meet documented service requirements, as approved by the University.

Except as expressly approved by the University, no competitive food vendors shall sell, distribute, sample, advertise, or promote food products on campus without prior written approval from the University.

3.2 The University recommends the purchase of food and catering services from Vendor; however, the University does not require its concessionaires to purchase products or services from Vendor. Vendor shall sell to the University and/or its concessionaires such dining and related products as the University or its concessionaires may elect to purchase under this Agreement. The prices for all products sold under this Agreement shall remain firm for the first Agreement Year. Thereafter, prices may be increased only upon the Parties' mutual written agreement and shall not exceed the price-adjustment cap set forth in the Commissions section of this Agreement. Any annual price increase shall be subject to the University's prior review and written approval before implementation.

In the event the University enters into an agreement during the Term with a third-party concessionaire or food service operator that has a separate contractual relationship with Vendor, the Parties acknowledge and agree that there shall be no duplication of allowances, rebates, incentives, funding, or other financial benefits to the University and/or such third party with respect to products purchased or sold under this Agreement. Accordingly, Vendor shall not be obligated to pay any additional or duplicative consideration to the University or such third party pursuant to any pre-existing agreement for products purchased and/or sold under this Agreement.

3.3 The University may promote the Vendor's food offerings at campus and athletic events at its discretion, subject to university policies and operational needs.

4. Marketing Rights.

- **Marketing & Communication Plan**- Food Committee Engagement: Meet monthly with the Food Committee to review menus, promotions, and marketing strategies. Use feedback to enhance dining quality, value, and customer satisfaction.
- **Policy & Philosophy**- Marketing activities shall be limited to promoting dining services, menus, pricing, hours of operation, and value offerings, and shall not include social, political, or advocacy-based messaging.
- **Best Practices & Benchmarking**- Highlight programs from similar universities: chef spotlights, seasonal menus, and loyalty/rewards programs. Integrate promotions that emphasize health, social awareness, and sustainability into the demographics at FAMU.
- **Internal Marketing Plan**-Dining Halls: Digital menu boards, daily specials, weekly mini-promotions. Grab-and-Go/Retail: Feature local/seasonal items, as well as value combos. Catering/Events: Promote themed menus and customizable packages.
- **Advertising & Promotion**- Flyers, tables, tents, campus newspapers/newsletters. Digital: Email blasts, web updates, QR codes linking to menus and nutrition info. Broadcast: Campus radio/TV segments.
- **Social Media Strategy**- Platforms: Instagram, Facebook, TikTok. Content: Menus, events, nutrition highlights, and interactive campaigns. Engage with student-generated content and campus hashtags.

- **Promotions & Events**- Monthly themed promotions (holidays, health, cultural celebrations). Weekly mini promotions/spirit lifters. Retail menus posted with prices, portions, and nutritional info.
- **Website & Digital Presence**-Up-to-date dining site with menus, pricing, catering info, FAQs, staff directory, and hours. Integration with campus apps for mobile alerts and ordering.
- **Special Programs**- Target commuter students, faculty, and staff with promotions and declining balance meal plan incentives. Seasonal and local menu highlights, as well as allergy-conscious and dietary-inclusive options.
- **Enhancements** - Sustainability messaging, local sourcing, and zero-waste initiatives. Mobile ordering, digital kiosks, and personalized menu recommendations. Monthly engagement events (food fairs, chef demos, themed pop-ups).

5. Permitted Exceptions.

There are certain events held throughout the academic year during which the Vendor will permit University departments to provide giveaways to students, faculty, and staff. During these events, the Vendor will allow approved outside food trucks to participate, provided that all required insurance documentation and waivers are submitted and approved in a timely manner. During such events, approved outside food trucks or external food vendors may participate only with prior written approval from the University, submission and approval of all required insurance documentation and waivers, and provided the Vendor is afforded participation when operationally feasible and consistent with the event format. In such cases, the only requirement is that the Vendor must also be included as one of the food service providers, serving as the official representative of the University.

6.4 Commissions.

During the period when the Vendor operates a full-service dining program on Campus, the Vendor will pay the University a commission at the rates specified in the table below.

Revenue Category	**Commission**	**Proposed Rate / Price (Year 1)**
Additional Flex Dollar sales	___%	$____
Catering/conference sales	_%	$____
Board sales	_%	$____
Concessions (if provided)	_%	$____

Retail cash/credit/debit sales	%	$
Unused Flex/Dining Dollar balances	%	$
Summer conferences and camps	%	$
Athletics premium and game-day hospitality	%	$
Third-party delivery and franchise sales	%	$

Vendor may request price adjustments no more than once per Agreement Year, effective at the start of the fall semester, by written request submitted at least one hundred twenty (120) days in advance with supporting cost documentation. Any increase shall require the University's prior written approval (and, for meal plans, any required Board of Trustees approval) and shall not exceed the lesser of (i) the annual change in the Consumer Price Index for Food Away From Home (U.S. City Average) for the preceding calendar year or (ii) three percent (3%). These commissions will be paid on or about the 20th of each month following the month in which they are earned, with an accounting of all sales and monies. The University reserves the right to impose a late payment charge of one percent (1%) per month on any amount not paid when due. Vendor shall maintain separate accounting records for its dining operations on the Campus. The vendor shall provide the University with a gross sales statement, along with the monthly commission payment. Such accounting will provide a detailed explanation of sales by location, revenue category, and payment type. Abnormal sales deviations shall be noted by the Vendor as part of these statements. The statements shall also reflect aggregate commissions by revenue category. All monthly sales statements and payments should be sent to the Finance Director of Business and Auxiliary Services, 601 Robert and Trudie Perkins Way, Tallahassee, Florida 32307.
In addition to the foregoing, Vendor shall provide detailed monthly financial reports including, at a minimum, gross sales, net sales, meal plan usage, labor hours (including overtime), discounts, voids, complimentary meals, and commission calculations by location.

The University retains full audit rights, including the right to access point-of-sale systems, underlying transactional data, and all supporting documentation upon reasonable notice, for the purpose of verifying compliance with this Agreement.
Upon the University's reasonable request, the Vendor shall meet with the University to review each monthly statement, explain any deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this Agreement.
Monthly statement adjustments required as a result of review and/or audit shall be identified and reflected on the next monthly statement.

At the end of the Vendor's fiscal year, the Vendor will furnish the University with a financial statement, audited by a certified public accountant licensed and certified by the State of Florida. Such financial statements shall include an opinion as to the computation and payment of the University's monthly payment with the annual gross sales, and clearly express whether, according to this Contract, the Vendor is liable for additional payments to the University.
Minimum Annual Guarantee and Financial Security.

Vendor shall pay the University, for each Agreement Year, the greater of (i) the commissions earned under this Agreement or (ii) the Minimum Annual Guarantee stated in the Contract. Commissions shall be paid monthly as provided above, and any shortfall between commissions paid and the MAG shall be paid within thirty (30) days after the end of each Agreement Year. The MAG shall escalate annually by the percentage stated in the Contract.
The MAG may be equitably adjusted only if (a) total meal plan participation declines by more than ten percent (10%) from the baseline stated in Exhibit C for reasons within the University's control, or (b) the University closes a material component of the Campus dining facilities for more than thirty (30) consecutive days. Any adjustment shall be prorated to the affected period and documented by written amendment.

Within thirty (30) days after the Effective Date, Vendor shall deliver to the University an irrevocable standby letter of credit, performance bond, or parent-company guaranty acceptable to the University, in an amount not less than one (1) year's MAG plus any committed Capital Investment not yet expended, securing Vendor's payment and capital obligations under this Agreement.

6.5 **Capital** Investment
Vendor shall make the Capital Investment set forth in the Contract in accordance with the approved project schedule. All design, construction, and renovation shall comply with the University's facilities standards, the Florida Building Code, and applicable Board of Governors and University regulations, and shall be subject to the University's prior written approval of plans, contractors, and budgets. Vendor shall provide quarterly reports of capital expenditures with supporting invoices. Any committed Capital Investment not expended by its scheduled date shall, at the University's election, be paid to the University in cash or applied to a project designated by the University.
All improvements, fixtures, and equipment funded through the Capital Investment shall become the property of the University upon installation. Capital Investment shall be amortized on a straight-line basis, without interest, financing charges, or overhead, over the period stated in the Contract, which shall not extend beyond the initial term.
If this Agreement expires at the end of its term, the Unamortized Balance shall be zero and no payment shall be due to Vendor. If the University terminates this Agreement for convenience, the University shall cause the Unamortized Balance to be paid to Vendor, which the University may satisfy by requiring any successor food service provider to pay such amount. If this Agreement is

terminated for Vendor's default, the University shall have no obligation to pay the Unamortized Balance.

6.6 Repair and Maintenance Fund and Facility Refresh.

Vendor shall fund an annual Repair and Maintenance Fund in the amount stated in the Contract, expressed as a fixed dollar amount or a percentage of Gross Receipts, to be used at the University's direction for the repair, maintenance, and replacement of dining equipment. Unexpended balances shall carry forward, and any balance remaining at the expiration or termination of this Agreement shall be paid to the University within sixty (60) days. Vendor shall also fund the periodic facility refreshes identified in the Contract (for example, every three (3) Agreement Years) to keep dining concepts current throughout the Term.

6.7 University Support Contributions.

In addition to commissions and the MAG, Vendor shall provide the University support contributions stated in the Contract, which may include a signing bonus, annual unrestricted contributions, scholarship funding, student internship and leadership development funding, and in-kind catering credits for University-sponsored events. Each contribution shall be paid in a fixed dollar amount on the schedule stated in the Contract, reported annually, and shall not offset or reduce any commission, MAG, Capital Investment, or other payment due under this Agreement. Scholarship funds shall be paid to the FAMU Foundation or another University-designated entity and awarded by the University in accordance with its policies.

6.8 Meal Plan Pricing and Student Affordability.

Meal plan rates, door rates, and retail prices for the first Agreement Year shall be as stated in the Contract, and later adjustments shall be subject to the price-adjustment cap set forth in this Section. Retail prices for nationally branded concepts shall not exceed the prevailing prices charged at comparable off-campus locations in Tallahassee, and Vendor shall offer value-priced options at each retail venue. Vendor shall conduct at least one independent customer satisfaction survey each Agreement Year, using a methodology approved by the University, and shall share the results and an improvement plan with the University.

6.9 Workforce Transition and Student Employment.

Vendor shall offer employment to qualified incumbent non-management dining employees in good standing, at total compensation equal to or better than they receive at the time of transition, subject to Vendor's standard background screening and employment eligibility verification. Vendor shall give hiring priority to FAMU students for part-time positions and shall report student employment annually.

6.10 Performance Standards and Liquidated Damages.

The Key Performance Indicators required under this Agreement shall include, at a minimum, customer satisfaction scores, meal plan participation, health inspection results, timeliness and

accuracy of financial reports and payments, on-schedule completion of Capital Investment projects, and student employment. If Vendor fails to meet a KPI target for two (2) consecutive measurement periods, the University may require a corrective action plan and may assess the liquidated damages stated in the Contract. Late delivery of any required financial report shall be subject to liquidated damages of two hundred fifty dollars ($250) per day.

6.11 Complimentary.

The Contractor may provide a meal, at no charge, to a University employee only when the employee is performing authorized contract-administration, inspection, quality-assurance, or emergency-response duties at the dining facility. Each complimentary meal must be approved in accordance with University procedures and recorded by recipient, date, location, business purpose, and retail value. Complimentary meals may not be provided for personal convenience, to guests, or as an inducement, and remain subject to all applicable ethics, gift, procurement, and University policies.

This arrangement is not a general employee benefit, but rather an operational accommodation directly tied to the responsibilities of managing the dining program, similar to how vendor employees receive meals while on duty. Other university employees whose roles do not require continuous operational oversight of dining services are not within this scope.

Vendor shall maintain an internal method to document BAS/CFO's Office meals taken under this operational accommodation (e.g., roster or manager log) and provide such documentation to the University upon request for audit or internal control purposes.

6.12 Accounting.

Vendor shall provide the University with a monthly accounting of all sales and monies in a form satisfactory to the University, which shall become the immediate property of the University.

Monthly accounting shall be submitted no later than fifteen (15) calendar days after the month-end, unless otherwise approved in writing by the University.

Vendor shall retain supporting financial records related to this Agreement for at least five (5) years after the end of the contract term (or longer if required by law) and shall make such records available to the University upon request.

6.13 Student Internships.

For each academic session during the term of this Agreement, Vendor shall provide at least two (2) paid internships for full-time students at the University (the "Student Intern"). Vendor shall select Student Interns in consultation with the University's designated department and shall determine the responsibilities of the Student Intern. The Student Intern shall be an employee of the Vendor.

6.13.1 Fall Semester: Two Student Intern positions

6.13.2 Spring Semester: Two Student Intern positions

6.3.3 Summer Term: Two Student Intern positions

Vendor shall coordinate with the University's designated department to publicize internship opportunities to eligible students. Vendor is encouraged to offer internship positions across various operational areas, including but not limited to food service management, culinary arts, marketing, human resources, and business operations, to provide meaningful professional development experiences for Student Interns.

In addition, Vendor shall offer at least two (2) full-time management-trainee positions each Agreement Year to qualified FAMU graduates.

Vendor shall compensate each Student Intern at a rate not less than the applicable minimum wage, and shall comply with all federal, state, and local employment laws regarding the employment of Student Interns. Vendor shall provide the University with an annual report detailing the number of internships provided, the departments in which Student Interns were placed, and the duration of each internship.

Vendor shall submit the annual internship report to the University no later than thirty (30) days after the end of the Spring semester each year (or another date designated by the University in writing).

7. Emergency Operations and Contingency Planning.

7.1 Continuing Obligation to Provide Food Service. The vendor acknowledges that the University has a critical obligation to provide food service to students residing on campus, and that this obligation remains in effect during emergency situations. Notwithstanding any emergency conditions, Vendor shall remain responsible for providing food service to students and other members of the University community to the maximum extent feasible and safe. The Vendor shall not suspend food service operations without prior approval from the University, except in cases where continued operations would pose an imminent threat to the health or safety of the Vendor's employees. Any suspension of operations shall be limited in scope and duration to the minimum extent necessary, and Vendor shall resume full operations as soon as conditions safely permit.

Vendor shall document any suspension or material modification of food service operations during an emergency and provide such documentation to the University upon request.

7.2 Emergency Food Service Plan. Within sixty (60) days of the Effective Date, Vendor shall submit to the University for approval a comprehensive Emergency Food Service Plan (the "Emergency Plan"). The Emergency Plan shall address the Vendor's procedures for maintaining, modifying, or suspending food service operations during emergency situations, including but not limited to severe weather events, hurricanes, tropical storms, flooding, extended power outages, public health emergencies, active threat situations, and other campus emergencies. The Emergency Plan shall prioritize the continuous provision of meals to students

with active meal plans and shall specify the number and type of meals to be provided at each defined emergency level. Vendor shall review and update the Emergency Plan annually, or more frequently as necessary, and shall submit any material revisions to the University for approval.

The Vendor shall provide a current copy of the approved Emergency Plan to the University's designated liaison and shall ensure that on-site management staff are trained on its implementation.

7.3 Emergency Plan Requirements. The Emergency Plan shall include, at a minimum:

(a) Identification of essential personnel and an emergency contact list with primary and secondary contacts available twenty-four (24) hours per day, seven (7) days per week;

(b) Procedures for pre-emergency preparation, including food and supply stockpiling, equipment protection, and facility securing protocols;

(c) Defined emergency levels (e.g., Level 1, Level 2, Level 3) with corresponding meal service standards, including the number of meals to be provided and service methods for each level;

(d) Protocols for modified food service operations, including reduced menus, alternative service locations, and grab-and-go meal options to ensure students continue to receive meals;

(e) Procedures for providing emergency feeding to students sheltering in place on campus, including students with dietary restrictions or medical dietary needs, as well as emergency response personnel and essential University employees;

(f) Communication protocols for coordinating with University Emergency Management, including participation in the University's Emergency Operations Center when activated;

(g) Food safety and sanitation procedures during emergency conditions, including protocols for power loss, equipment failure, and compromised water supply;

(h) Post-emergency recovery procedures, including facility inspection, equipment assessment, and timeline for resumption of normal operations; and

(i) Supply chain contingency procedures, including identification of alternative suppliers and emergency procurement protocols.

The Emergency Plan shall be designed to align with the University's overall Emergency Management framework and shall be updated as necessary to reflect changes in campus operations or risk profiles.

7.4 Emergency Activation Plan. In addition to the Emergency Plan, Vendor shall develop and maintain an Emergency Activation Plan that outlines the immediate steps to be taken upon notification of an impending or occurring emergency. The Emergency Activation Plan shall include rapid assessment procedures, initial communication protocols, immediate staffing decisions, and criteria for determining the applicable emergency level. Upon declaration of a campus emergency or receipt of an emergency notification from the University, Vendor shall immediately implement the Emergency Activation Plan and communicate its initial response actions to the University's Emergency Operations Center or designated University representative within two (2) hours of activation.

Vendor shall test the Emergency Activation Plan periodically, either independently or in

coordination with University emergency exercises, and shall address any identified gaps or deficiencies.

7.5 Coordination with University Emergency Management. Vendor shall designate an Emergency Coordinator who shall serve as the primary liaison with the University's Office of Emergency Management. The Emergency Coordinator shall participate in university emergency preparedness training, exercises, and drills as requested by the University. During declared campus emergencies, Vendor shall coordinate all food service operations with the University's Emergency Operations Center and shall comply with directives issued by the University's Emergency Management Director or designee.

The Vendor shall ensure continuity of the Emergency Coordinator role by designating an alternate Emergency Coordinator in the event the primary designee is unavailable.

7.6 Emergency Staffing. The Vendor shall maintain a roster of personnel who have agreed to be available for emergency operations and can report to campus during emergency conditions when it is safe to do so. Vendor shall ensure that enough trained personnel are available to provide continuous food service to students throughout any emergency period. Failure to maintain adequate emergency staffing to fulfill the Vendor's obligation to feed students may constitute a material breach of this Agreement.

Vendor shall update the emergency staffing roster at least annually and upon any material staffing changes.

7.7 Emergency Supplies and Equipment. Vendor shall maintain, at all times during the Term, an adequate inventory of non-perishable food items, bottled water, disposable serving supplies, and portable cooking equipment sufficient to provide emergency meals for a minimum number of individuals and for a minimum duration, as mutually agreed upon by the Parties in writing. Vendor shall inspect emergency supplies quarterly and replace items as necessary to ensure freshness and functionality. These supplies shall be sufficient to meet the nutritional needs of all students with active meal plans during the emergency period.

Vendor shall provide the University, upon request, with a summary of emergency supply inventories and inspection schedules.

7.8 Meal Service During Emergencies. During any emergency condition, Vendor shall provide meals to students with active meal plans in accordance with the meal service standards established in the approved Emergency Plan for the applicable emergency level. The number and type of meals provided shall be contingent upon the level of emergency as determined by the University in coordination with the Vendor; however, the Vendor shall ensure that students receive adequate nutrition throughout the duration of the emergency. Meals provided during emergency conditions shall accommodate documented medical dietary needs to the extent supplies permit, and the Vendor shall make reasonable efforts to accommodate other dietary restrictions during emergency operations.

Vendor shall document emergency meal service levels and provide post-event reporting to the University upon request.

7.9 Florida A & M University shall provide:

- Existing dining facilities and University-owned equipment, in their condition as of the Effective Date. Vendor shall provide, at its expense, all POS/card readers, technology, and any additional equipment necessary to perform this Agreement, in addition to its Capital Investment and Repair and Maintenance Fund obligations.
- Facility and equipment repair and maintenance, improvements, alterations, or modifications not negotiated to be the Vendor's responsibility. This includes, but is not limited to, floors, walls, ceilings, electrical, and plumbing fixtures.
- The University will provide heat, light, power, water, and air conditioning necessary for the efficient operation of the food service program. In turn, the Vendor will contribute funding for its utility usage associated with dining operations for its areas, in the amount or by the method stated in the Contract.
- The initial/basic/minimal inventory of small equipment, service ware, i.e., china, glasses, trays, flatware, etc. The Vendor shall maintain the inventory as a direct operating cost.
- Telephone equipment, including local service and network connectivity for the Vendor.

7.10 The University Requires That Vendor:

- Present a system to ensure that proper time and temperatures are maintained during the storage, preparation, and service periods.
- As included in a clause in the contract, the vendor must complete a HACCP assessment (or provide a documented plan) prior to the start of service. This aligns with industry best practices and protects both the University and the vendor. Operate and manage the FAMU food service facilities and equipment in a safe, clean, and sanitary manner, always in accordance with federal, state, and local laws, codes, and regulations.
- Attain and maintain a numerical score of "90%" or above, or an "A" if an alpha system is in place, on all state health inspections. If the food vendor fails to attain or maintain a numerical score of 90% or an "A" rating (if an alpha grading system is in place) on any state or local health inspection, the following corrective actions should apply:

    1. **Immediate Corrective Action Plan (CAP)**
       The vendor must submit a written corrective action plan within a specified timeframe (typically 5–10 business days), outlining the deficiencies identified, the corrective measures taken, and the timelines for resolution.
    2. **Follow-Up Inspection or Audit**
       The University reserves the right to require a reinspection or conduct an independent health and safety audit at the vendor's expense to verify compliance.
    3. **Financial Remedies**
       Continued failure to meet the required score may result in contractual remedies such as liquidated damages, service credits, or withholding of a portion of management fees until compliance is achieved.

4. **Increased Oversight**
   The University may impose enhanced monitoring, including more frequent inspections, mandatory staff retraining, or the presence of on-site management.
5. **Notice of Default**
   Repeated failures or failures to correct deficiencies within the required timeframe may constitute a material breach of contract, triggering a formal notice of default.
6. **Termination for Cause**
   Persistent noncompliance or any violation that poses a serious health or safety risk may result in the immediate termination of the contract for cause, in accordance with the contract terms.
   - Notify the University immediately, in writing, of any potential violations that, under the terms of the contract, FAMU carries the responsibility to correct, resulting from inspections by state and local authorized health department officials, fire department, and other agencies relative to safety requirements.
   - Correct violations resulting from the installation of vendor-owned equipment and/or resulting from the operations of the food service, including, but not limited to, the use and maintenance of all cafeteria equipment and facilities. Notify the University immediately of violations and provide proof that violations have been corrected.
   - Notify the University's liaison prior to the start of any inspection by an external authority or agency. Notify the University immediately, in writing, of any notices of violations that are received in connection with an inspection. The vendor will include in its notice action plans to address the conditions that caused the violations.
   - Develop, in conjunction with the University, a set of Key Performance Indicators (KPIs) that will be used to monitor performance and satisfaction based on the University's goals and objectives for its Dining Services Program.

8. Remedies for Loss of Rights.

8.1 In addition to any other legal or equitable remedy, the University will have the right to terminate this Agreement upon forty-five (45) days' written notice to Vendor at any time if:

8.1.1 Vendor fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five-day period referenced in this Section 8.1;

8.1.2 Vendor breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five-day period referenced in this Section 8.1; or

8.1.3 The University determines that it is in its best interest.

Termination pursuant to this Section 8.1 does not absolve Vendor of any liabilities or payment responsibilities due before or because of such termination.

The University's determination under Section 8.1.3 shall be exercised in accordance with

applicable law and shall not be construed as a waiver of any other rights or remedies available to the University.

8.2 In addition to any other legal or equitable remedy, Vendor will have the right to terminate this Agreement upon forty-five (45) days' written notice to the University at any time if:

8.2.1 The University breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five (45) day period referenced in this Section 8.2; or

8.2.2 The University's right to convey any of the promotional and dining availability rights contained in this Agreement expires or is revoked.

Any adjustment to Vendor's payment obligations due to closure of a material component of the Campus dining facilities shall be governed exclusively by the Minimum Annual Guarantee and Financial Security section of this Agreement.

8.3 Upon early termination of this Agreement for any reason, the University will refund the unearned portion of any prepaid fees, if applicable, in accordance with applicable law and the terms of this Agreement.

8.4 Vendor shall not withhold, offset, or delay payment of any commission, MAG, or other amount due to the University. Any dispute shall be resolved under the dispute resolution provisions of the Contract, and disputed amounts shall be paid when due, subject to later adjustment.

9. Representations, Warranties and Covenants.

9.1 University represents, warrants, and covenants to Vendor as follows:

9.1.1 University has full power and authority to enter into this Agreement and to grant and convey to Vendor the rights set forth herein.

9.1.2 All necessary approvals for the execution, delivery, and performance of this Agreement by University have been obtained, and this Agreement has been duly executed and delivered by the University and constitutes the legal and binding obligation of the University, enforceable in accordance with its terms.

9.1.3 The University has the right to license the University Marks.

9.1.4 The University will require, throughout the Term, compliance with the relevant provisions of this Agreement by any third party that sells or distributes food on Campus, including food service operators, vending companies, and concessionaires.

9.2 Vendor hereby represents, warrants, and covenants as follows:

9.2.1 Vendor has full power and authority to enter into and perform this Agreement.

9.2.2 All necessary approvals for the execution, delivery, and performance of this Agreement by Vendor have been obtained, and this Agreement has been duly executed

and delivered by Vendor and constitutes the legal and binding obligation of such party, enforceable in accordance with its terms.

9.2.3 Vendor has not entered into, and during the Term of this Agreement will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

10. Indemnification and Insurance.

10.1 Vendor Indemnification Obligations. Vendor shall defend, indemnify, and hold the University harmless from and against all claims, suits, liabilities, costs, and expenses, including reasonable attorney's costs and fees related to: (i) Vendor's material breach of this Agreement; and (ii) injury to, including death of, persons (whether they be third persons or employees of any of the parties hereto) or any loss of or damage to property in any manner arising from the negligence or misconduct of Vendor, its employees, and agents in the course of their duties to Vendor with the understanding that the obligations set forth above shall not apply to any loss or damage to the extent caused by the acts, omissions, or negligence of the party seeking to be indemnified.

10.1 Cyber and Data Breach Indemnification. In addition to the general indemnification obligations set forth above, Vendor shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any actual or suspected breach, unauthorized access, acquisition, use, or disclosure of Personal Information or Confidential Data (as defined herein) that is collected, processed, stored, or transmitted by Vendor, its subcontractors, or any third-party service providers engaged by Vendor in connection with this Agreement, including but not limited to data processed through point-of-sale (POS) systems, meal plan management systems, online ordering platforms, mobile applications, and any other technology systems operated by Vendor.

10.3 Insurance. Vendor shall be required to carry a public liability policy of insurance protecting the public against bodily injury and property damage, workers' compensation coverage, and commercial blanket bond in accordance with the following schedule and conditions:

Coverage	**Minimum Limits of Liability**
A. Bodily Injury Liability	$1,000,000 each occurrence; $2,000,000 aggregate
B. Property Damage Liability (other than automobile)	$2,000,000 aggregate operations; $2,000,000 aggregate protective; $2,000,000 aggregate contractual
C. Worker's Compensation	Limit of Liability as provided by the Worker's Compensation Law of the State of Florida
D. Commercial Auto Liability	$1,000,000 combined single limit
E. Commercial Blanket Bond	$500,000
F. Fidelity Bond	$500,000 per claim
G. Umbrella/Excess Liability	$5,000,000 each occurrence and aggregate
H. Cyber Liability (including privacy breach and payment card/PCI)	$5,000,000 each claim
I. Liquor Liability (if alcoholic beverages are served)	$2,000,000 each occurrence

Vendor shall secure and maintain during the Term Worker's Compensation insurance for all its employees connected with the work of this Agreement, and if any portion of the work is subcontracted, Vendor shall require the subcontractor to similarly provide Worker's Compensation insurance for all the latter's employees unless such insurance shall comply fully with the Florida Worker's Compensation Law. If there is an instance where Vendor is subcontracting any portion of its duties to a subcontractor who is not required by Florida Statute to cover its employees by Worker's Compensation, Vendor must obtain the University's prior written approval of such subcontractor.

Vendor shall supply a Commercial Blanket Bond, which covers loss occasioned by theft and the hazards customarily covered by such bonds, and a Fidelity Bond for faithful service. Such a policy

is to cover the losses of identifiable employees. The University may request higher limits if exposure to loss increases.

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

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

All insurance policies shall be with insurers qualified and doing business in the State of Florida, and with an A.M. Best rating of no less than A-VII. The University shall be furnished with proof of coverage of insurance by certificates of insurance accompanying the Agreement and shall name the University and its Board of Trustees as additional insureds. Vendor's insurer shall endeavor to give the University's Purchasing Department thirty (30) days' written notice in advance of any material alteration or cancellation of the policy.

Vendor shall provide updated certificates of insurance to the University upon each policy renewal, replacement, or material modification during the Term of the Agreement, and failure to maintain required insurance coverage may constitute a material breach of this Agreement.

11. Miscellaneous.

11.1 This Agreement or any part hereof will not be assigned or otherwise transferred by any party without the prior written consent of the other parties.

11.2 The Parties are acting herein as independent contractors and independent employers. Nothing herein contained will create or be construed as creating a partnership, joint venture, or agency relationship between the parties, and no party will have the authority to bind the other in any respect.

11.3 No party will obtain, by this Agreement, any right, title, or interest in the trademarks of the other parties, nor, except as provided herein, will this Agreement give any party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks, or copyrights of the other parties.

11.4 Neither Vendor nor the University shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather- and energy-related closings, governmental rules or regulations, failure of third parties to perform their obligations or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

EXHIBIT B

PRICE SHEET

EXHIBIT C

DINING PROGRAM DATA

Current Enrollment – Fall 2026

9921

Meal Plan and Type

Meal Plan	Type
Gold 400 - $400 Flex	19 - Mandatory Board
Gold - $100 Flex	19 - Mandatory Board
Rattler 50 - $300 Flex	Optional Commuter
Rattler 15 - $200 Flex	Optional Commuter
Venom 600 - $600 Flex	Optional Commuter
Orange 50 – 50 Meals	Faculty/Staff
Orange 25 – 25 Meals	Faculty/Staff
Orange and Green – 18 Meals W/$150 Flex	Faculty and Staff
Flex Plan - $275 Flex	Faculty and Staff

Meal Plan Participation: Fall 2025

Meal Plan	Participation
Gold 400 - $400 Flex	1031
Gold - $100 Flex	1255
Rattler 50 - $300 Flex	388
Rattler 15 - $200 Flex	431
Venom 600 - $600 Flex	880
Orange 50 – 50 Meals	42
Orange 25 – 25 Meals	138
Orange and Green – 18 Meals W/$150 Flex	17
Flex Plan - $275 Flex	26

Meal Plan Participation: Spring 2026

Meal Plan	Participation
Gold 400 - $400 Flex	1062
Gold - $100 Flex	1128
Rattler 50 - $300 Flex	257
Rattler 15 - $200 Flex	316
Venom 600 - $600 Flex	847
Orange 50 – 50 Meals	40
Orange 25 – 25 Meals	126
Orange and Green – 18 Meals W/$150 Flex	16
Flex Plan - $275 Flex	25

Meal Plan Participation: Fall 2026

Meal Plan	Participation
Gold 400 - $400 Flex	1117
Gold - $100 Flex	1577
Rattler 50 - $300 Flex	492
Rattler 15 - $200 Flex	496
Venom 600 - $600 Flex	1068
Orange 50 – 50 Meals	13
Orange 25 – 25 Meals	73
Orange and Green – 18 Meals W/$150 Flex	5
Flex Plan - $275 Flex	18

Meal Plan Rates: 2026-2027

Meal Plan	Rates/Per Semester
Gold 400 - $400 Flex	$2,960
Gold - $100 Flex	$2,660
Rattler 50 - $300 Flex	$1,004
Rattler 15 - $200 Flex	$404
Venom 600 - $600 Flex	$600
Orange 50 – 50 Meals	$355.69
Orange 25 – 25 Meals	$178.45
Orange and Green – 18 Meals W/$150 Flex	$297.48
Flex Plan - $275 Flex	$262.50

Casual Rates – Fall 2026

Meal	Rates
Breakfast	$7.60
Lunch	$11.00
Brunch	$11.00
Dinner	$12.35

Housing Occupancy: Fall 2026

Facility	Style	Occupancy	Term
FAMU Towers	Traditional	702	2026
Polkinghorne Villages	Traditional	799	2026
Venom Landing	Traditional	711	2026
Sampson	Traditional	112	2026
Young	Traditional	60	2026
Palmetto South	Apartment	342	2026
Phase 3	Apartment	348	2026
Rattler Pointe	Apartment	230	2026

Hours of Operation (Residential Dining): Fall 2026

Location	**Operating Hours**
Top Café	**Monday – Friday**
Breakfast	7:00-9:00
Light Breakfast	9:00-11:00
Lunch	11:00-2:00
Light Lunch	2:30-4:30
Dinner	4:30-8:00
Brunch	**Saturday - Sunday**
	10:00 – 7:30
The Hub	**Monday – Friday**
Breakfast	7:00-9:00
Light Breakfast	9:00-11:00
Lunch	11:00-2:00
Light Lunch	2:30-4:30
Dinner	4:30-8:00
Brunch	**Saturday - Sunday**
	10:00 – 7:30
President's Dining Room	**Monday - Thursday**
Lunch	11:00 – 3:00
Lunch	**Friday**
	11:00 – 2:00

Hours of Operation (Retail Locations): Fall 2026

Location	Operating Hours
We Proudly Serve Starbucks	**Monday – Friday**
	8:00 – 5:00
	Saturday – Sunday
	Closed
Rattler's Kitchen	**Monday – Thursday**
	11:00 – 10:00
	Friday
	11:00 – 5:00
	Saturday
	Closed
	Sunday
	6:00 – 10:00
Pizza Express	**Monday – Thursday**
	11:00 – 10:00
	Friday
	11:00 – 5:00
	Saturday
	Closed
	Sunday
	6:00 – 10:00
Tropical Smoothie	**Monday – Thursday**
	11:00 – 10:00
	Friday
	11:00 – 5:00
	Saturday
	Closed
	Sunday
	6:00 – 10:00
Wing Stop	**Monday – Thursday**
	11:00 – 12:00
	Friday
	11:00 – 5:00
	Saturday
	Closed
	Sunday
	6:00 – 12:00

Commission on Sales: 2026

Commission Percentage	Sales Type
12.5%	On all cash/credit/debit sales
12.5%	On all additional flex dollars
12.5%	Catering/conference sales
12.5%	On all board sales

Sales:

	2026-2027	2025-2026
Board Sales	$2,426,829.95	$10,526,336.00
Retail Sales	$342,759.26	$1,384,632.00
Program Sales	$135,072.71	$512,172.00
Catering	$782,887.92	$1,879,382.00
Misc.		$990.00
Flex Sales	$728,001.70	$2,384,742.00
Total Sales	$4,415,551.54	$16,688,254.00

Equipment Inventory

MFG.	MODEL	TYPE	DESCRIPTION	SERIAL	LOCATION	LOCATION #
			STUDENT SERVICES	MAIN DINING HALL, 2ND FLOOR		
VICTORY	UPRIGHT FREEZER	FREEZER CABINET			VILLA TOSCANA	2
TRUE		CABINET COOLER			VILLA TOSCANA	2
BAKERS PRIDE		REVOLVING OVEN			VILLA TOSCANA	2
BAKERS PRIDE		REVOLVING OVEN			VILLA TOSCANA	2
PITCO		FOOD WARMER			VILLA TOSCANA	2
PITCO		FOOD WARMER			VILLA TOSCANA	2
PITCO		FOOD WARMER			VILLA TOSCANA	2
BEVERAGE AIR		PREP TABLE			VILLA TOSCANA	2
Miscellaneous	METRO C5	WARMING CABINET			VILLA TOSCANA	2
Miscellaneous	COOK-RITE	WARMING CABINET			MAIN PLATE	2
PITCO		FOOD WARMER			MAIN PLATE	2
PITCO		FOOD WARMER			MAIN PLATE	2
PITCO		FOOD WARMER			MAIN PLATE	2
PITCO		FOOD WARMER			MAIN PLATE	2
PITCO		FOOD WARMER			MAIN PLATE	2
TRUE		FREEZER CABINET			MAIN PLATE	2
PITCO		FOOD WARMER			J CLARKE'S GRILLE	2
FRYMASTER		FRYERS/PASTA COOKE			J CLARKE'S GRILLE	2
TRUE		REACH IN COOLER			J CLARKE'S GRILLE	2
SERVWARE PRODUCTS INC		FLAT TOP GRILL			J CLARKE'S GRILLE	2
SERVWARE PRODUCTS INC		FLAT TOP GRILL			J CLARKE'S GRILLE	2
TRUE		PREP TABLE			J CLARKE'S GRILLE	2
TRUE		FREEZER CABINET			J CLARKE'S GRILLE	2
Miscellaneous	COOK-RITE	WARMING CABINET			J CLARKE'S GRILLE	2
HATCO		WARMING CABINET			J CLARKE'S GRILLE	2
HATCO		WARMING CABINET			J CLARKE'S GRILLE	2
MANITOWOC		ICE MAKER			BACK OF HOUSE	2
Miscellaneous	METRO C5	WARMER			BACK OF HOUSE	2
Miscellaneous	METRO C5	WARMER			BACK OF HOUSE	2
HOBART		DISHWASHER-CONVEY			BACK OF HOUSE	2
MANITOWOC		ICE MAKER			BACK OF HOUSE	2
GLOBE		MIXER			BACK OF HOUSE	2
ALTO-SHAAM		COMBI STEAMER/OVEN			BACK OF HOUSE	2
ALTO-SHAAM		COMBI STEAMER/OVEN			BACK OF HOUSE	2
BLODGETT		CONVECTION OVEN (E			BACK OF HOUSE	2
BLODGETT		CONVECTION OVEN (E			BACK OF HOUSE	2
GROEN		TILT SKILLET (ELECTRI			BACK OF HOUSE	2
GROEN		STEAMER	SMART STEAM		BACK OF HOUSE	2
TRUE		REFRIGERATION EQUIP			BACK OF HOUSE	2
GROEN		TILT SKILLET (GAS)			BACK OF HOUSE	2
PITCO		FRYERS/PASTA COOKE			BACK OF HOUSE	2

MFG.	MODEL	TYPE	DESCRIPTION	SERIAL	LOCATION	LOCATION #
PITCO		FRYERS/PASTA COOKE			BACK OF HOUSE	2
PITCO		FRYERS/PASTA COOKE			BACK OF HOUSE	2
PITCO		FRYERS/PASTA COOKE			BACK OF HOUSE	2
PITCO		FRYERS/PASTA COOKE			BACK OF HOUSE	2
SERVWARE PRODUCTS INC		WARMER			BACK OF HOUSE	2
VULCAN HART		CHARBROILER			BACK OF HOUSE	2
Miscellaneous		GAS RANGE	8 EYE		BACK OF HOUSE	2
Miscellaneous		WALK IN COOLER			BACK OF HOUSE	2
Miscellaneous		WALK IN FREEZER			BACK OF HOUSE	2
SALVAJOR		GARBAGE DISPOSAL			BACK OF HOUSE	2
SALVAJOR		GARBAGE DISPOSAL			BACK OF HOUSE	2
SALVAJOR		GARBAGE DISPOSAL			BACK OF HOUSE	2
TRUE		UNDERCOUNTER REFR			LIVE WELL	2
TRUE		REACH IN COOLER			LIVE WELL	2
PITCO		FOOD WARMER			LIVE WELL	2
PITCO		FOOD WARMER			LIVE WELL	2
RATIONAL COOKING SYSTEMS		COMBI STEAMER/OVEN			LIVE WELL	2
Miscellaneous	RANGE	RANGE			LIVE WELL	2
VOLLRATH/IDEA COMPANY		SLICER			MARKET STREET DELI	2
OVENTION OVENS INC		CONVECTION OVEN (E			MARKET STREET DELI	2
OVENTION OVENS INC		CONVECTION OVEN (G			MARKET STREET DELI	2
BEVERAGE AIR		PREP TABLE			MARKET STREET DELI	2
TRUE		PREP TABLE			MARKET STREET DELI	2
TRUE		PREP TABLE			MARKET STREET DELI	2
TRUE		PREP TABLE			MARKET STREET DELI	2
TRUE		PREP TABLE			MARKET STREET DELI	2
HATCO		FOOD WARMER			MARKET STREET DELI	2
ELECTRO FREEZE		SOFT SERVE MACHINE			MARKET STREET DELI	2
Miscellaneous		REFRIGERATION EQUIP	COUNTERTOP COOLER		MARKET STREET DELI	2
Miscellaneous		REFRIGERATION EQUIP	COUNTERTOP COOLER		MARKET STREET DELI	2
ARCTIC AIR		REFRIGERATION EQUIP			MRS. AMY'S BAKE SHOP	2
HOBART		MIXER			MRS. AMY'S BAKE SHOP	2
HOBART		MIXER			MRS. AMY'S BAKE SHOP	2
Miscellaneous	METRO C5	WARMING CABINET			MRS. AMY'S BAKE SHOP	2
SOUTHBEND		CONVECTION OVEN (G			MRS. AMY'S BAKE SHOP	2
SOUTHBEND		CONVECTION OVEN (E			MRS. AMY'S BAKE SHOP	2
Miscellaneous		SLICER			MRS. AMY'S BAKE SHOP	2
Miscellaneous	OASIS	REFRIGERATED DISPL	CO43R		MRS. AMY'S BAKE SHOP	2
			STUDENT SERVICES	FOOD COURT - 1ST FLOOR		
BALLY		WALK IN FREEZER			CATERING KITCHEN	3
BALLY		WALK IN COOLER			CATERING KITCHEN	3
CONTINENTAL		REFRIGERATION EQUIP			CATERING KITCHEN	3
PITCO		FRYERS/PASTA COOKE			CATERING KITCHEN	3
PITCO		FRYERS/PASTA COOKE			CATERING KITCHEN	3
PITCO		FRYERS/PASTA COOKE			CATERING KITCHEN	3

MFG.	MODEL	TYPE	DESCRIPTION	SERIAL	LOCATION	LOCATION #
VULCAN HART		GAS STANDARD OVEN			CATERING KITCHEN	3
VULCAN HART		RANGE			CATERING KITCHEN	3
BLODGETT		CONVECTION OVEN (EI			CATERING KITCHEN	3
BLODGETT		CONVECTION OVEN (G			CATERING KITCHEN	3
HOBART		REFRIGERATION EQUIF			CATERING KITCHEN	3
CARTER HOFFMANN		WARMING CABINET			CATERING KITCHEN	3
AVANTCO - CLARK SERVICE GROUP		MIXER			CATERING KITCHEN	3
HOBART		DISHWASHER			CATERING KITCHEN	3
LINCOLN		ROTARY OVEN			PIZZA EXPRESS	3
LINCOLN		ROTARY OVEN			PIZZA EXPRESS	3
Miscellaneous		FOOD WARMER			PIZZA EXPRESS	3
SCOTSMAN		ICE MAKER			PIZZA EXPRESS	3
SCOTSMAN		ICE MAKER			PIZZA EXPRESS	3
SERVWARE PRODUCTS INC		WARMING CABINET			RATTLER'S KITCHEN	3
Miscellaneous	HOT/COLD TRAY	HOT PLATE			RATTLER'S KITCHEN	3
Miscellaneous		PANINI PRESS			RATTLER'S KITCHEN	3
AVANTCO - CLARK SERVICE GROUP		PANINI PRESS			RATTLER'S KITCHEN	3
Miscellaneous	HOT/COLD TRAY	HOT PLATE			RATTLER'S KITCHEN	3
TRUE		PREP TABLE			RATTLER'S KITCHEN	3
PITCO		FRYERS/PASTA COOKE	SOLSTICE SUPREME		WING STOP	3
PITCO		FRYERS/PASTA COOKE	SOLSTICE SUPREME		WING STOP	3
PITCO		FRYERS/PASTA COOKE	SOLSTICE SUPREME		WING STOP	3
PITCO		FRYERS/PASTA COOKE	SOLSTICE SUPREME		WING STOP	3
TRUE		REFRIGERATION EQUIF			WING STOP	3
BEVERAGE AIR		REACH IN COOLER			WING STOP	3
BEVERAGE AIR		REACH IN COOLER			WING STOP	3
HOSHIZAKI OF AMERICA		ICE MAKER			FOOD COURT BOH	3
HOSHIZAKI OF AMERICA		REFRIGERATION EQUIF			FOOD COURT BOH	3
CONTINENTAL		REFRIGERATION EQUIF			FOOD COURT BOH	3
BLODGETT		CONVECTION OVEN (EI			FOOD COURT BOH	3
BLODGETT		CONVECTION OVEN (G			FOOD COURT BOH	3
VICTORY		REFRIGERATION EQUIF			FOOD COURT BOH	3
HOSHIZAKI OF AMERICA		REFRIGERATION EQUIF			FOOD COURT BOH	3
ADVANCE TABCO		FREEZER CABINET			FOOD COURT BOH	3
HOSHIZAKI OF AMERICA		REFRIGERATION EQUIF			FOOD COURT BOH	3
THERMACO		WALK IN COOLER			FOOD COURT BOH	3
THERMACO		WALK IN FREEZER			FOOD COURT BOH	3
TURBO AIR		PREP TABLE			TROPICAL SMOOTHIE	3
GLOBE		PANINI PRESS			TROPICAL SMOOTHIE	3
AMANA-LITTON		CONVECTION OVEN (EI			TROPICAL SMOOTHIE	3
MAXX COLD		FREEZER CABINET			TROPICAL SMOOTHIE	3
TURBO AIR		PREP TABLE			TROPICAL SMOOTHIE	3
TURBO AIR		PREP TABLE			TROPICAL SMOOTHIE	3

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 ten (10) years. 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 of up to five (5) years, 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 notice of suspension, 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.

Notwithstanding the foregoing, any payment relating to the Unamortized Balance of a Capital Investment shall be governed exclusively by Exhibit A, Scope of Work.

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 supersede 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 Business and Auxiliary Services
601 Robert and Trudie Perkins Way
Tallahassee, Florida 32307
Email address:

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, the 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 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 the 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 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, FAMU 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 it 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 it. 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, and 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 the DHS E-Verify System, it must enroll 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 Services

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.: 0001-2026 ReBid

Posting Date: 10/12/2026

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 the 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:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication, or agreement with any other Provider, potential Provider, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this Response, nor the approximate price(s) nor 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.
3. 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.
4. 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.
5. , 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 _____, 2026 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 _____, 2026.

_____

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]