



## **INVITATION TO NEGOTIATE**

ITN No.: 0002-2026

### **Florida A&M University Laundry Services**

Refer ALL Inquiries to:

Office of Procurement Services

Florida A&M University

2380 Althea Gibson Way, Suite 214

Tallahassee, FL 32307

(850) 599-3203 (Office)

(850) 561-2160 (Fax)

E-mail:

[purchasing@fam.u.edu](mailto:purchasing@fam.u.edu)

Bonfire Website:

<https://fam.u.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 laundry service 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 the #1 public Historically Black College or University (HBCU) in the United States. Ranked #92 among public universities nationwide, FAMU has been the top public HBCU for seven consecutive years.

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

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

### 1.2 GOAL AND QUESTIONS TO BE EXPLORED

The goal of this Contract is to establish a partnership with a laundry service contractor at FAMU's main Tallahassee campus, while maximizing FAMU's revenue-sharing opportunities, enhancing the customer experience, and supporting FAMU's strategic sustainability goals.

The questions to be explored as part of this ITN are as follows:

- What are the Respondent's operational, managerial, maintenance, and financial strategies for supporting and advancing FAMU's laundry services, including ensuring service efficiency, quality standards, staff training, and long-term sustainability?

- What laundry services and staff training offerings does the Respondent provide, and how are these services operationally structured, including item tracking and inventory management?

### **1.3 TERM**

It is anticipated that the initial term of the Contract will commence on or about July 1, 2026, and will remain effective for a period of five (5) years thereafter. The Contract may be renewed for up to one additional term in such increments as determined by FAMU. 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 set forth in the Contract and any written amendment signed by the parties thereto.

### **1.4 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.

**1.5 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://famubonfirehub.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  |
|------------|---|
| 03/13/2026 | ITN Issued and Advertised   |
| 03/24/2026 | Pre-reply Conference and Site Visit @10:30am-12:30pm<br>2380 Althea Gibson Way, Suite 214<br>Tallahassee, Fl 32307  |
| 03/27/2026 | Deadline for Respondents to submit questions about the ITN  |
| 04/02/2026 | Response to questions will be added by an addendum to the Bonfire Website   |
| 04/20/2026 | Replies due - Bonfire Website:<br><a href="https://famubonfirehub.com/portal/?tab=openOpportunities">https://famubonfirehub.com/portal/?tab=openOpportunities</a><br><br>Replies delivered after 2:00 p.m. EST or to any location other than the above address are subject to rejection without evaluation. |
| 04/20/2026 | Public Opening of Replies at: Responses due by 2:00 p.m. - FAMU Office of Procurement Services, 2380 Althea Gibson Way, Room 214, Tallahassee, Florida 32307<br><br><a href="https://famuzoom.us/j/91760350201">https://famuzoom.us/j/91760350201</a>   |

|            |  |
|------------|--|
|            |  |
| 04/28/2026 | Negotiations (not open to the public)  |
| TBD        | Posting of the Intended Award Decision |

**1.6 SPECIAL ACCOMMODATIONS**

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

**2.0 SPECIAL CONDITIONS**

**2.1 W-9 REQUIREMENT**

All vendors who do business with FAMU must submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at purchasing@fam.u.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://fam.u.edu/bonfirehub.com/portal/?tab=openOpportunities> under this ITN number. It is the Respondent’s responsibility to monitor this site for any changes in information prior to submitting its Reply, as well as throughout the procurement process. The only recognized changes to this ITN are those changes made through written Addenda issued by FAMU.

**2.3 MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION**

FAMU, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, hereby notifies all Respondents that FAMU will affirmatively ensure that in any Contract entered into pursuant to this ITN, minority and disadvantaged business enterprises will be afforded the full opportunity to submit Replies in response to this ITN and will not be discriminated against on the basis of race, color, national origin, or sex in consideration for an award.

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

MBE participation in its Reply. The Respondent will be asked to submit payment certification for the MBE subcontractors used.

To request certification or to locate certified MBEs, contact the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at [https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](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 Regulation 6.005(5), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (currently \$35,000), for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

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

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

## **2.6 USE OF COERCION FOR LABOR AND SERVICES**

Pursuant to Section 787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

## **2.7 AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA**

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

Florida Department of State  
Tallahassee, Florida 32399

(850) 245-6051

## **2.8 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA**

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

Florida Department of Business and Professional Regulation  
2601 N. Blirstone Road  
Tallahassee, Florida 32399-0797  
(850) 487-1395

## **2.9 UNAUTHORIZED ALIENS**

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

## **2.10 SCRUTINIZED COMPANIES**

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

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

## **2.11 LIABILITY INSURANCE**

The Contractor shall carry and keep in force throughout the duration of the Contract 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 Contractor must submit the certificates 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#: 0002-2026

Exhibit "A," Scope of Work

Attachment A - Standard Written Agreement

Respondent's Technical Reply

All other Attachments in the order listed in Section 6.0

### **2.13 RESERVATIONS**

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

- a) Cancel this ITN at any time prior to FAMU's execution of the Contract, without incurring any cost, obligations, or liabilities;
- b) Accept or reject any Reply at any time;
- c) Terminate evaluation of any Reply at any time;
- d) Modify any dates set or projected in this ITN; and
- e) Waive minor informalities or irregularities in Replies.

### **2.14 CONTRACT DOCUMENT**

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

### **2.15 SCOPE OF WORK**

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:

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

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

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

### **3.0 ITN PROCESS**

#### **3.1 OVERVIEW OF ITN PROCESS**

The ITN is a method of competitively selecting a commodity or a set of 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 raised by attendees will be non-binding and will not constitute 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://famubonfirehub.com/portal/?tab=openOpportunities> under this ITN number. It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting their Reply, as well as throughout the procurement process.

WRITTEN QUESTIONS should be submitted to:

Stephany Fall, Procurement Officer, Email: purchasing@famuedu

ALL EMAILS TO THE PROCUREMENT OFFICER MUST CONTAIN THE ITN NUMBER (0002-2026) 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 by FAMU's Procurement Office personnel.
- At the conclusion of opening remarks, the Replies timely received will be opened, with the respondent's name read aloud. No other information will be read aloud at the meeting.
- Adjourn meetings.

## **3.3 EVALUATION PHASE**

### **3.3.1 Administrative Responsiveness Review**

Replies will not be considered if received by FAMU after the Reply due date and time specified in Section 1.5 Timeline (as may be modified by subsequent Addenda). Only Replies received by FAMU on or before the Reply due date and time will be considered. All Replies must be typed or printed in ink. Replies found to be non-responsive shall not be considered. Replies may be rejected if found to be irregular or not in accordance with the requirements and instructions of this ITN. A Reply may be found to be irregular and non-responsive for reasons that include, but are not limited to, a Respondent's failure to utilize or fully complete required Forms as part of the Reply, the Reply contains required Forms that are altered by a Respondent, the Reply submitted is a conditional Reply, the Reply is incomplete, indefinite, or ambiguous, or the Reply lacks proper and/or dated signatures. The Procurement Officer will make an initial administrative responsiveness determination before distributing 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:

| <b>Part I -Technical Reply</b> | <b>Description</b>                    | <b>Available Points</b> |
|--------------------------------|---------------------------------------|-------------------------|
| 1                              | Company History and Experience        | 15                      |
| 2                              | Service                               | 20                      |
| 3                              | Technology                            | 20                      |
| 4                              | Sustainability                        | 10                      |
| 5                              | Innovations/Contributions/Added Value | 10                      |
| <b>Part II</b>                 | <b>Description</b>                    | <b>Available Points</b> |
|                                | Financial Proposal                    | 25                      |
|                                | <b>TOTAL AVAILABLE POINTS</b>         | <b>100</b>              |

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 achievable 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 of 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 of award, FAMU will select one or more Respondents within the Competitive Range to commence negotiations.

FAMU will establish a Negotiation Team to conduct the negotiations on behalf of the University. The Negotiation Team will recommend 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 the Negotiation Team may use material from the evaluation phase as a resource.

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

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

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

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

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

Negotiation meetings will be conducted in Tallahassee, Florida, at FAMU's campus, 2380 Althea Gibson Way, Suite 214, Tallahassee, FL 32307, if conducted in person, or using

technology-based solutions if conducted remotely. The Negotiation Team reserves the right to schedule in-person negotiations at an alternative location within the State. The Procurement Officer may distribute an agenda in advance of any negotiation meeting.

Negotiations will continue as determined by the Negotiation Team until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or until the Negotiation Team, in its sole discretion, determines 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 reflect mandatory contractual requirements, which were previously permissive in the procurement documents. For example, the word 'should' may be replaced by the word 'must' in the final Scope of Work attached to the Request for BAFO(s).

### **3.4.1 Other FAMU Rights During Negotiation**

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

- f) Schedule additional negotiation meetings with any or all Responsive Respondents.
- g) Require any or all Responsive Respondents to provide additional, revised, or final written Replies addressing specific topics, including, but not limited to, modifications to the ITN specifications, terms or conditions, or business references.
- h) Require any or all Responsive Respondents to provide revised Replies and written BAFO(s).
- i) Require any or all Responsive Respondents to address services, prices, or conditions offered by any other Respondent.

- j) Pursue a Contract with a Respondent for the services encompassed by this ITN, including any Addenda thereto and any request for additional, revised, or final written Replies or request for BAFOs.
- k) Finalize Contract terms and conditions with any Respondent at any time.
- l) End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and continue negotiations with other Respondents, or not continue negotiations with any Respondents.
- m) Conclude negotiations at any time and proceed to Contract award.
- n) Reopen the negotiations with any Responsive Respondent.
- o) Take any additional administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- p) Request the assistance of and use of subject matter experts.
- q) Review and reply to relevant information contained in the Replies.
- r) Request pricing options different from the initial pricing provided by the Respondent.
- s) Request business references and materials related to a reference check. If requested, the following guidelines will apply:
  - References should be relevant to the services in the solicitation.
    - If a reference provided by the Respondent relates to a Respondent's parent or affiliated entity or a subcontractor, the Respondent shall indicate such at the time the references are provided to FAMU.
  - References will not be accepted from:
    - Current employees of FAMU;
    - Former employees of FAMU within the past three (3) years;
    - Persons currently or formerly employed by the Respondent, its parent, an affiliated entity, or subcontractor;
    - Board members of the Respondent;
    - Relatives of Respondent's employees or board members;
    - Members of the Respondent's organization who have written, completed, and submitted the form on behalf of the reference; and
    - Any person involved in the drafting of this ITN or the procurement process on behalf of FAMU.
- t) Contact Respondent's customers or other entities with information relevant to the Respondent's responsibility, experience, and/or ability.

### **3.5 NEGOTIATION AND STRATEGY MEETINGS**

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

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

### **3.6 SELECTION CRITERIA**

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

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

### **3.7 FAMU'S NEGOTIATION TEAM RECOMMENDATION**

The Negotiation Team will make a recommendation to the Respondent on the Contract award that provides the best value to the University, based on the selection criteria outlined in Section 3.6. The recommendation will be made by consensus vote of the Negotiation Team. The Negotiation Team will forward its recommendation 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, 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 prior to Contract execution, FAMU reserves the right to verify data and representations submitted by the Respondent that may be used to determine whether the Respondent has adequate experience to provide overall management of the Contract. The review may also serve to verify whether the Respondent has financial capability adequate to meet the Contract requirements.

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

## **4.0 REPLY INSTRUCTIONS**

### **4.1 GENERAL INSTRUCTIONS**

This section provides instructions on the required format for the Reply. The instructions for this solicitation have been designed to help ensure that all Replies are reviewed and evaluated consistently, 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 for which the Respondent intends to remain vested or owned by the Respondent at the expiration or termination of the Contract.

### **4.2 CONTENTS OF A REPLY**

A Reply must be organized in 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 which must contain 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-point 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 toward 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:

- u) As applicable, details describing the Respondent's prior experience in providing the types of commodities and services described in the Scope of Work.
- v) As applicable, the primary personnel who will be responsible for managing the Contract, including their titles, roles, and years of experience managing similar contracts.
- w) 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:

- x) The name of the subcontractor, affiliate, subsidiary, parent, or predecessor entity, and details describing its relationship to the Respondent.
- y) 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.
- z) 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 across all aspects of the Scope of Work, while bringing the right specialized expertise and experience to deliver value to FAMU. The Respondent should also describe how it will adapt its operations to variable staff levels and increased utilization on FAMU's campuses.

The Respondent shall provide its approach to meeting FAMU's goal 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.

Mobile App Requirements:

- Real-time machine availability status
- Cycle completion notifications (push alerts)
- Mobile payment integration
- Service request submission capability

Payment Options – Require acceptance of:

- Campus Rattler Card student ID integration
- Mobile wallets (Apple Pay, Google Pay)

- Credit/debit cards (contactless preferred)

Reporting Dashboard: Monthly automated reports including machine usage, revenue breakdown, service requests, and resolution times.

#### **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.

Energy Star Certification: Require all new equipment to be Energy Star certified

- Water/Energy Reporting: Quarterly reports on water and energy consumption with year-over-year comparisons
- Sustainability Goals: Set measurable targets (e.g., 10% reduction in water usage by Year 3)
- Eco-Friendly Products: Require the availability of environmentally friendly detergent options

#### **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 and technology to provide quality laundry 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, evaluating utilization, and generating innovations to be applied throughout the duration of the Contract.

Replies shall include the following minimum subsections as part of their 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 innovative marketing strategies, enhanced customer

engagement initiatives, logistics efficiencies, and product offerings. Detail how these elements would not only enhance distribution but also increase 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.

#### **4.2.2 Financial Proposal ("Part II")**

The Respondent's Financial Proposal shall include two (2) separate but interrelated components (1. the Financial Plan, and 2. 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 outlining a comprehensive strategy to optimize pricing and maximize revenue within the laundry distribution rights framework. 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 performance among distribution partners. Highlight any tools or technologies to be used 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. 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).

##### **Price Sheet**

The Respondent shall provide a Price Sheet as part of its Reply. The price sheet should clearly outline all proposed pricing structures, including wholesale prices, retail markups, volume

discounts, and any other relevant pricing tiers. It should also specify any additional fees that may apply, such as shipping or handling costs.

Please ensure that the price sheet is formatted for clarity and ease of comparison, allowing for straightforward evaluation against other submissions. Include any terms and conditions related to pricing, such as minimum order quantities or duration of price validity.

The Economic Model 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://famubonfirehub.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 a 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 a 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:

- aa) 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.
- bb) The Respondent has full power and authority to enter into the Contract and to comply with the provisions of the Contract.
- cc) 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.
- dd) 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.
- ee) 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.

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

## **5.0 AWARD**

The contract will be awarded to the responsive and responsible respondent whose proposal is determined to be the best value to the University based on the selection criteria. FAMU's intended decision will be posted at <https://famubonfirehub.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

### **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

### COIN AND LAUNDRY SERVICE RIGHTS

This Scope of Work ("SOW") defines the terms, conditions, and performance expectations for the supply, distribution, and laundry services by [Vendor Name] ("Vendor") across all properties and facilities owned, operated, or leased by the Florida Agriculture and Mechanical University Board of Trustees ("FAMU" or "University").

#### 1. Definitions.

All defined terms used in this Agreement and not otherwise defined will have the meanings:

**"Affiliate"** means, as to any entity, any entity that directly or indirectly controls, is controlled by, or is under common control with the Vendor and is involved in the ownership, operation, management, maintenance, servicing, financing, or branding of laundry equipment, laundry facilities, payment systems, software platforms, or related services provided under this Agreement.

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

**"Ambush Marketing"** means any attempt by a third party to market, promote, advertise, or sell laundry products or services in a manner that falsely suggests an official affiliation with, endorsement by, or approval of Florida A&M University ("FAMU"), its campus, or its trademarks, without the prior written consent of the University and/or the Vendor. This includes, but is not limited to, advertising or labeling a laundry service as "FAMU-approved," "official campus laundry," or similar language, or using FAMU's name, logos, or marks in connection with laundry services when no such agreement exists.

**"Ancillary Products"** - supplementary goods and services that enhance or support the primary laundry operations. Examples may include detergent, fabric softeners, garment bags, ironing or folding services, garment repair, and other value-added offerings provided alongside core laundry services.

**"Bona Fide Offer"**- a written proposal or proposed agreement made in good faith concerning the rights and obligations related to laundry services, including ancillary laundry-related products, equipment, installation, maintenance, repair, payment systems, or operational support,

which proposal or agreement, if accepted and executed by Florida A&M University and the third party, would be legally binding.

**“Campus”** means all facilities now or hereafter owned, leased, operated by, or in connection with the University during the Term, including the main campus located in Leon County, Tallahassee, Florida, and any current or future satellite, auxiliary, or successor campus locations. References to the Campus include all buildings, grounds, and associated spaces of the University where laundry services may be provided, including but not limited to laundry rooms, laundry service facilities, branded or unbranded card-operated laundry outlets, washer and dryer locations, residence halls, athletic facilities, locker rooms, and any other residential or student-use facilities.

**“Dryer”** a commercial-grade laundry machine designed and manufactured for drying textiles, garments, and linens through the application of heated air and mechanical tumbling following the washing process. A Dryer may include adjustable heat settings, moisture-sensing technology, timed cycles, and energy-efficient features, and may be operated by coin, card, mobile payment, or other approved payment systems.

**“Laundry”** means the collection of services, equipment, and operations associated with the washing, drying, and care of garments, linens, and textiles, including the provision, installation, maintenance, repair, and operation of commercial washers and dryers, related payment systems, utilities usage, and any ancillary services offered in connection with laundry operations on campus.

**“Products”** - a broad range of items encompassing all materials, goods, supplies, and equipment necessary for the operation of the laundry services, including washers, dryers, detergents, fabric softeners, garment bags, folding tables, and any other items required to deliver full-service laundry operations.

**“University Marks”** means the University’s name, colors, uniforms, and emblems, and all trade names, trademarks, service marks, designs, logos, characters, identifications, symbols, and other proprietary designs that are in existence on the Effective Date or created during the Term, and that are owned, licensed, or otherwise controlled by the University. As it relates to laundry services, University Marks include any use of such identifiers on or in connection with laundry equipment, machines, payment systems, signage, digital platforms, mobile applications, marketing materials, promotions, uniforms, service vehicles, or any other materials associated with the provision of laundry services on Campus.

**“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.

**“Washer”** means a commercial-grade laundry machine designed and manufactured for washing textiles, garments, and linens through the use of water, detergent, and mechanical agitation. A Washer may include programmable wash cycles, temperature controls, and energy- or water-efficient features, and may be operated by coin, card, mobile payment, or other approved payment systems.

## **2. Goal.**

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

The laundry services program shall emphasize reliable, timely service delivery; compliance with applicable health, safety, and environmental regulations; fiscal accountability; and consistent operational and performance standards across all campus laundry facilities.

## **3. Laundry Availability Rights.**

3.1 Subject to the permitted exceptions set forth in Section 5 below, the University agrees that all laundry services for University-owned residential facilities, University-sponsored programs, events, and any complimentary or promotional laundry services advertised or promoted on campus shall be provided by the University’s contracted laundry services vendor.

The Vendor shall have a first right of refusal for University-sponsored laundry service needs, including but not limited to residential laundry operations, event-related laundry support, and specialty or bulk laundry services. External laundry service providers 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 in writing by the University, no competitive laundry service providers shall sell, distribute, advertise, or promote laundry services or related products on campus without prior written approval from the University.

3.2 The University recommends the purchase of laundry services and related products from Vendor and does not require its auxiliary partners or concessionaires to purchase exclusively from Vendor. The Vendor shall provide laundry services and products to the University and/or its auxiliary partners as the University or such partners elect to procure under this Agreement. The pricing shall remain in effect for the first Agreement Year. Therefore, prices may be increased only upon written agreement and shall not exceed the mutually agreed percentage over the immediately preceding Agreement Year’s prices. Any annual price increase shall be subject to prior review and written approval by the University prior to implementation.

If, during the Term, the University elects to contract with a third-party auxiliary service provider or laundry operator that has entered into a separate agreement with Vendor, the parties acknowledge that there shall be no duplication of allowances, funding, or benefits to the

University and/or such third party. Accordingly, Vendor shall not be obligated to provide additional consideration to the University or such third party pursuant to any terms of a pre-existing agreement for services provided under this Agreement.

3.3 The University may, at its discretion and in accordance with University policies and operational needs, promote the Vendor's laundry services, sustainability initiatives, and service offerings at campus events, orientations, housing programs, and athletic events.

#### **4. Marketing Rights.**

- **Weekly Mini Promotions/Spirit Lifters**-The Vendor shall provide weekly mini-promotions or "spirit lifters" to encourage positive engagement with laundry services. These may include bonus wash credits, discounted drying cycles, loyalty reward boosts, or messaging campaigns designed to support student morale during high-stress academic periods.
- **Social Media Strategy**- Platforms: Instagram, Facebook, TikTok.-Content: event highlights and interactive campaigns. Engage with student-generated content and campus hashtags.
- **Website & Digital Presence**-Up-to-date laundry pricing, laundry info, FAQs, staff directory, and hours. Integration with campus apps.
- **Loyalty and Rewards Programs**- offer a loyalty and/or rewards program designed to benefit FAMU students and the broader campus community. Such programs may include, but are not limited to. Points-based rewards for frequent laundry usage. Incentives for off-peak or energy-efficient usage. Bonus credits for first-year on-campus residents. Referral incentives encourage peer-to-peer engagement.
- **Enhancements for 2026**- In support of the University's sustainability goals, the Vendor shall prioritize environmentally responsible practices and actively promote them to the campus community. These initiatives may include high-efficiency Energy Star-rated laundry equipment, water- and energy-conservation programs, and eco-friendly or reduced-chemical wash options. The Vendor is also encouraged to implement educational campaigns that highlight the environmental benefits of responsible laundry practices, such as full-load washing, cold-water cycles, and reduced drying times. Sustainability messaging should be integrated into loyalty programs and promotional activities, and performance metrics or educational materials related to these initiatives may be shared with the University upon request.

#### **5. Permitted Exceptions.**

There are certain events throughout the academic year during which the Vendor permits University departments to provide giveaways or promotional items to students, faculty, and staff. During these events, the Vendor may allow approved third-party laundry or laundry-related service providers to participate, provided that all required insurance documentation and waivers

are submitted and approved in a timely manner. In such cases, the Vendor must also be included as a service provider and serve as the University’s official laundry partner.

**6. Commissions.**

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

|                       | <b>Commission</b> | <b>Initial Vend Price</b> |
|-----------------------|-------------------|---------------------------|
| Machine Usage Monthly | ___%              | \$_____                   |
|                       | ___%              | \$_____                   |
|                       | ___%              | \$_____                   |

The laundry provider may adjust prices annually as necessary to reflect changes in its costs, including the cost of goods, as mutually agreed in writing by the University. 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 fee at a rate agreed upon between the Vendor and the University. Vendor shall maintain separate accounting records for its vending operation on the Campus. The vendor shall provide the University with a gross sales statement and the monthly commission payment. Such accounting will provide a detailed breakdown of case sales by machine, item category, and location. Abnormal sales deviations shall be noted by the Vendor as part of these statements. The statements shall also reflect aggregate commissions by Product type. 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.

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 are required because 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.

Upon expiration or termination of the Agreement, the University will continue to earn commissions on each vending machine serviced and stocked by Vendor until such machine has been removed from the Campus by Vendor. The monthly statements shall indicate each unit of equipment that was removed during the month to which the statement pertains. Monthly statements and payments shall be submitted by the Vendor until all vending equipment has been removed from the Campus.

### **6.1 Complimentary –**

The Vendor shall provide complimentary wash or dry credits during key periods throughout the academic year. These include Move-In and Welcome Week, Finals Week, Homecoming, and other major campus events. New students or first-time users shall also receive first-use credits to encourage participation in the laundry program. Additionally, emergency laundry credits may be provided to students experiencing financial hardship, coordinated through University Housing or Student Affairs, to ensure all students have access to essential laundry services.

### **6.2 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.

## **7. Emergency Operations and Contingency Planning.**

**7.1 Continuing Obligation to Provide Laundry Service.** The vendor acknowledges that the University has a critical obligation to provide laundry service to students residing on campus, and that this obligation remains in effect during emergency situations. Notwithstanding any emergency condition, Vendor shall remain responsible for providing laundry to students to the maximum extent feasible and safe. The Vendor shall not suspend laundry 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 laundry service operations during an emergency and provide such documentation to the University upon request

**7.2 Emergency Laundry Service Plan.** Within sixty (60) days of the Effective Date, the Vendor shall submit to the University for approval a comprehensive Emergency Laundry Services Plan (the "Emergency Plan"). The Emergency Plan shall outline the Vendor's procedures for

maintaining, modifying, prioritizing, or temporarily suspending laundry 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-wide emergencies.

The Emergency Plan shall prioritize the continued availability of essential laundry services for students residing in University residence halls and on-campus apartments in which the vendor has equipment. The Plan shall identify service levels for each defined emergency phase, including the number of washers and dryers to remain operational, alternative service arrangements (such as mobile or temporary laundry units, extended service hours, or off-site processing if applicable), staffing protocols, equipment maintenance procedures, and communication methods for notifying the campus community of service changes.

The Vendor shall review and update the Emergency Plan annually, or more frequently as circumstances require, and shall submit any material revisions to the University for review and approval.

**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 laundry supply stockpiling, equipment protection, and facility securing protocols;
- (c) Protocols for modified laundry service operations during emergencies, such as reduced service schedules, or temporary mobile laundry solutions to ensure students continue to have access to clean laundry
- (d) Procedures for prioritizing laundry service for students residing in campus housing, essential University employees, and emergency response personnel, including accommodations for special laundry needs.
- (f) Communication protocols for coordinating with Business and Auxiliary Services for University Emergency Management,
- (g) Post-emergency recovery procedures, including equipment assessment, and timeline for resumption of normal operations;
- (i) Supply chain contingency procedures, including identification of alternative suppliers and emergency procurement protocols.

**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.

**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 laundry service operations with the University's Emergency Operations Center and shall comply with directives issued by the University's Emergency Management Director or designee.

**7.6 Emergency Staffing.** The Vendor shall maintain a roster of personnel who have agreed to be available for emergency operations and are capable of reporting to campus during emergency conditions when it is safe to do so. Vendor shall ensure that a sufficient number of trained personnel are available to provide continuous laundry 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.

**7.7 Emergency Supplies and Equipment.** As it relates to laundry services, the Vendor shall maintain an adequate inventory of essential laundry-related supplies and equipment, including replacement machine parts, and temporary or portable laundry equipment, sufficient to support continued or modified operations during emergency conditions for a minimum of [NUMBER] days. The Vendor shall inspect and replenish these supplies at least quarterly to ensure operational readiness and functionality, ensuring that the laundry needs of students residing in University housing can be met during the emergency period in accordance with the approved Emergency Laundry Services Plan.

**7.8 Laundry Service During Emergencies.** During any emergency condition, the Vendor shall provide laundry services to students residing in University housing in accordance with the service standards established in the approved Emergency Laundry Plan for the applicable emergency level. The frequency, type, and scope of laundry services 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 have access to clean laundry and essential laundry supplies throughout the duration of the emergency. Laundry services during emergency conditions shall prioritize residents with urgent needs and shall make reasonable efforts to accommodate special requirements, to the extent operationally feasible.

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

**7.9 Florida A & M University shall provide:**

- All necessary capital equipment to support laundry operations under this contract, including washers, dryers, folding tables, and carts. POS/Card Readers are the exception.
- 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, plumbing, and ventilation systems in laundry areas

- The University will provide heat, light, power, water, and air conditioning necessary for the efficient operation of the laundry service program.
- The basic inventory of small equipment and other operational necessities. The Vendor shall maintain the inventory as a direct operating cost.
- Telephone equipment, internet, including local service and network connectivity for the Vendor.
- Current Gap: No structured approach to measuring student experience.
- Require Annual Satisfaction Surveys: Vendor should conduct or participate in annual student satisfaction surveys, with results shared with FAMU
- Target Satisfaction Score: Establish a minimum satisfaction threshold (e.g., 80% satisfaction rate)
- Feedback Mechanism: Require 24/7 service request hotline AND online/app-based reporting

#### **7.10 The University Requires That Vendor:**

- Operate and manage the FAMU laundry facilities and equipment in a safe, clean, and sanitary manner, always in accordance with federal, state, and local laws, codes, and regulations.
- Equipment Uptime Guarantee: Require vendors to guarantee a minimum 95–98% machine uptime across all locations. Response Time Requirements:
  - Critical issues (multiple machines down): 4-hour response, 24-hour resolution
  - Standard repairs: 24-hour response, 48-hour resolution
  - Minor issues: 48-hour response, 72-hour resolution
- Machine Replacement Guarantee: If a machine cannot be repaired within 72 hours, it requires temporary or permanent replacement
- First-Time Fix Rate: Require tracking and reporting of first-time fix rates (target: 85%+)

Enforcement: Include service credits or commission reductions for SLA violations (e.g., 5% reduction for each percentage point below the uptime guarantee).

- Maintain proper time and temperature standards for all laundry processes, including washing, drying, and storage of linens and clothing, to ensure cleanliness and safety.
- Complete a HACCP assessment or provide a documented plan prior to the start of service to align with industry best practices and protect both the University and the Vendor. Ensure compliance with applicable state and local inspections. If the Vendor fails to meet required standards, corrective measures shall include:

- Attain and maintain compliance with applicable state and local inspections. If the Vendor fails to meet required standards, corrective measures shall include:
  1. **Immediate Corrective Action Plan (CAP)**  
Submission of a written Corrective Action Plan (CAP) within a specified timeframe outlining deficiencies, corrective measures, and resolution timelines.
  2. **Follow-Up Inspection or Audit**  
Follow-up inspection or audit, at the Vendor's expense, as required by the University to verify compliance.
  3. **Financial Remedies**  
Financial remedies, including liquidated damages, service credits, or withholding of fees until compliance is achieved.
  4. **Increased Oversight**  
Increased oversight, such as more frequent inspections, mandatory staff retention, or on-site management.
  5. **Notice of Default**  
Notice of default for repeated failures of failure to correct deficiencies within the required timeframe.
  6. **Termination for Cause**  
Termination for Cause in cases of persistent noncompliance or violations posing a serious health or safety risk.
- Notify the University immediately, in writing, of any potential violations that under the terms of the contract, FAMU carries the responsibility to correct, as a result of inspection by state and local authorities, the 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 laundry service, including, but not limited to, the use and maintenance of 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 Laundry 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 prior to or as a result of such termination.

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-day (45) period referenced in this Section 8.2; or

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

Vendor shall have the right to a prorate abatement of the fees required to be paid hereunder if any material component of the Campus is closed for a period of at least one hundred twenty (120) days, whether or not such closure is due to a cause beyond the reasonable control of the University.

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 If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, Vendor may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of the University.

8.5 University recognizes that Vendor has paid valuable consideration to ensure an associational relationship with the University, the University Marks, and the Campus with respect to laundry, and that any dilution or diminution of such seriously impairs Vendor's valuable rights. Accordingly, the University will promptly oppose Ambush Marketing and take all reasonable steps to prevent and protect the Vendor's associational rights granted under this Agreement. If any such Ambush Marketing occurs during the Term, each party shall notify the other party as soon as practicable, but in no event later than forty-eight (48) hours, upon learning of such activity.

8.6 Vendor shall have the right to withhold and not pay any portion of the commissions or any other amounts which may become payable to University pursuant to this Agreement if: (i)

the University has failed to perform its obligations hereunder; (ii) Vendor's rights hereunder have been lost, limited or restricted; or (iii) there exists a bona fide dispute between the Parties.

Any amounts withheld pursuant to this Section shall be limited to the portion reasonably in dispute and shall be remitted promptly upon resolution of such dispute.

## **9. Representations, Warranties and Covenants.**

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

9.1.1 The 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 University and constitutes the legal and binding obligation of 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 distributes laundry on Campus, including laundry service operators.

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) for 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, laundry 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 accident   |
| 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   |

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 the exposure to loss increases.

The University shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the 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. University shall be furnished with proof of coverage of insurance by certificates of insurance accompanying the Agreement and shall name 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.

## **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.

# 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 five (5) 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 not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

#### **3. Suspension of Work and Termination.**

##### **3.1 Suspension of Work.**

FAMU may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the University to do so. FAMU will provide the Contractor with written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with it and will cease performing 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 interests of the University. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the

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

### **3.3 Termination for Cause.**

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

- gg) immediately terminate the Contract;
- hh) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated;  
or
- ii) take other action deemed appropriate by FAMU.
- jj) Performance Bond: Require a performance bond equal to the estimated first-year commissions
- kk) Termination for Convenience: Ensure FAMU can exit with 90 days' notice if service is unsatisfactory
- ll) Transition Assistance: Require departing vendor to assist with transition to new vendor
- mm) Data Ownership: Clarify that all student usage data and machine performance data belong to FAMU

## **4. Contract.**

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

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

- (a) Exhibit A, Scope of Work
- (b) Exhibit B, Contractor’s Submitted Price Sheet [Note: attachments will vary based on the contract, but the beverage rights contract should have this.]

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

## 8.2 Dispute Resolution, Governing Law, and Venue.

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

## 8.3 Department of State Registration.

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

## 8.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

## 8.5 Scrutinized Companies - Termination by FAMU.

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

## 8.6 Cooperation with Inspector General and Records Retention.

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

## 9. MISCELLANEOUS.

### 9.1 Subcontractors.

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

### 9.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of FAMU. However, the Contractor may

waive its right to receive payment and assign same upon notice to FAMU. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by FAMU. FAMU may assign the Contract with prior written notice to the Contractor.

### 9.3 Independent Contractor.

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

### 9.4 Inspection and Acceptance of Commodities.

#### 9.4.1 Risk of Loss.

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

#### 9.4.2 Rejected Commodities.

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

### 9.5 Safety Standards.

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

### 9.6 Time is of the Essence.

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

## 9.7 Waiver.

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

## 9.8 Modification and Severability.

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

# **10. LIABILITY AND INSURANCE.**

## 10.1 Workers' Compensation Insurance.

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

## 10.2 General Liability Insurance.

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

## 10.3 Florida Authorized Insurers.

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

## 10.4 Performance Bond.

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

#### 10.5 Indemnification.

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

#### 10.6 Limitation of Liability.

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

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

#### 11.1 Public Records.

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

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

### 11.1.2 Statutory Notice.

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

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

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

## 11.2 Protection of Trade Secrets or Otherwise Confidential Information.

### 11.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

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

#### 11.2.2 Public Records Requests.

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

#### 11.2.3 Indemnification Related to Confidentiality of Materials.

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

#### 11.3 Document Management.

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

#### 11.4 Intellectual Property.

##### 11.4.1 Ownership.

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

##### 11.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of FAMU. Contractor must inform FAMU of any inventions or discoveries developed or made through performance of the Contract. FAMU will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 11.4.3 Copyrightable Works.

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

## **12. DATA SECURITY.**

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

## **13. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **13.1 Gratuities.**

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

### **13.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or FAMU. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **13.3 Communications.**

#### **13.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in

compliance with the Contract, without first notifying FAMU's Contract Manager and securing FAMU's prior written consent.

#### 13.3.2 Use of FAMU Statements.

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

### **14. CONTRACT MONITORING.**

#### 14.1 Performance Standards.

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

#### 14.2 Performance Deficiencies and Financial Consequences of Non-Performance.

##### 14.2.1 Proposal of Corrective Action Plan.

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

##### 14.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

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

#### 14.3 Performance Delay.

##### 14.3.1 Notification.

The Contractor will promptly notify FAMU upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform FAMU of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time.

If the Contractor believes a delay in performance by FAMU has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify FAMU and use commercially reasonable efforts to perform its obligations on time notwithstanding FAMU's delay.

#### 14.3.2 Liquidated Damages.

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

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

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify FAMU in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from FAMU for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless FAMU determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the University, in which case FAMU may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to FAMU with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

### 15. CONTRACT AUDITS.

## 15.1 Performance or Compliance Audits.

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

## 15.2 Payment Audit.

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

## **16. BACKGROUND SCREENING AND SECURITY.**

### 16.1 Background Check.

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

### 16.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to

implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to FAMU's Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to FAMU's Contract Manager identifying the new hire with its E-Verify case number.

### 16.3 Disqualifying Offenses.

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

### 16.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of FAMU's security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

## **17. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

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

## **18. NON-DISPARAGEMENT.**

Contractor acknowledges that the University relies heavily on its reputation to attract students, faculty, and donors. Accordingly, Contractor agrees that during the Term of this

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

# Form 1

## RESPONDENT ACKNOWLEDGEMENT FORM

Submit Reply to:

FLORIDA A&M UNIVERSITY

Office of Procurement Service

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

Tallahassee, Florida 32307-3200

Telephone Number: (850) 599-8013

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

ITN NO.: 0002-2026

Posting Date: March 13, 2026

**ITN TITLE: FLORIDA A&M UNIVERSITY LAUNDRY SERVICE 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://famubonfirehub.com/portal/?tab=openOpportunities> and will remain posted for 72 hours (excluding weekends and holidays). Any party adversely affected by a University 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 free of 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, directors, and officers. I am responsible in my firm for the price(s) of this Response and its preparation. I state that:

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

(NAME OF FIRM)

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

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

\_\_\_\_\_  
Signature                      Title                      Company

SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 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 Bid; or,
- 4. Performing a feasibility study concerning the scope of work in this Invitation to Bid.

\_\_\_\_\_  
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]