

Submit Bid to:

FLORIDA A&M UNIVERSITY

Office of Procurement Service

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

Tallahassee, Florida 32307-3200

Telephone Number: (850) 599-8013



INVITATION TO NEGOTIATE

Bidder Acknowledgement

Page 1 of Pages		BIDS WILL BE OPENED: June 3, 2025 @ 2:00 p.m. And may not be withdrawn within 90 days after such date and time.	ITN NO. 0003-2025
Posting Date: 05/14/2025		NEGOTIATIONS TITLE: FLORIDA A&M UNIVERSITY POURING RIGHTS AND CAMPUS VENDING	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:			
VENDOR NAME		REASON FOR NO BID POSTING OF BID TABULATIONS Bid tabulations with recommended awards will be posted for review by interested parties on the Bonfire Website at https://famu.bonfirehub.com/portal/?tab=openOpportunities and will remain posted for 72 hours (excluding weekends and holidays). 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.	
VENDOR MAILING ADDRESS			
CITY-STATE-ZIP			
AREA CODE:	TELEPHONE NUMBER:		
	TOLL-FREE NUMBER:		
<i>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same commodities/ services and is fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this bid for the bidder and that the bidder follows all requirements of the Invitation to Bid, including but not limited to certification requirements. In submitting a bid, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign, or transfer to the FLORIDA A&M UNIVERSITY Board of Trustees all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by FLORIDA A&M UNIVERSITY. At the University's discretion, such assignment shall be made and become effective when the University tenders the final payment to the proposer.</i>		AUTHORIZED SIGNATURE (MANUAL) AUTHORIZED SIGNATURE (TYPED) & TITLE	
GENERAL CONDITIONS			
SEALED BIDS: All bid sheets and this form must be executed and submitted via the Bonfire Website. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those who do not comply with these conditions are subject to rejection.			
<div><div><p>1. EXECUTION OF BID: All Bids must contain this Acknowledgement Form with an original manual signature of the authorized representative in the space provided above. Bids must be typed or printed in ink. The use of erasable ink is not permitted. All corrections to prices made by the proposer must be initialed. The company name and F.E.I.D. or social security number shall appear on each pricing page of the proposal as required.</p><p>2. NO BID SUBMITTED: If not submitting a bid, respond by returning only this bidder acknowledgment form, marking it "NO BID," and explain the reason in the space provided above. Failure to respond to a procurement solicitation without justifiable reasons for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removing the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, the proposer must submit a "NO BID", which must be received no later than the stated proposal opening date and hour.</p><p>3. BID OPENING: The date, location, and time specified on the acknowledgment form shall be public. The bidder is responsible for ensuring that its proposal is delivered at the proper time and place of the opening. Bids are not so delivered for any reason and will not be considered. Offers by telegram, telephone, or facsimile are not acceptable. Only the bid receipt and other generic administrative information may be announced and recorded on the bid opening date. The contents of the bids will be kept confidential for 30 calendar days or the date of award, whichever is sooner. NOTE: Bid tabulations will be posted on the University's website or furnished upon written request with an enclosed, self-addressed, stamped envelope. Bid tabulations will not be provided by telephone.</p><p>4. PRICES, TERMS, AND PAYMENT: Firm prices shall be bid and include all packing, handling, shipping charges, and delivery to any point within the University and the State of Florida.</p><p>a) SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable Occupational Safety and Health Act requirements and any standards.</p><p>5. TAXES: FLORIDA A&M UNIVERSITY, a public body corporate of the State of Florida, does not pay Federal Excise and Sales taxes on direct purchases of services. See the tax exemption number on the face of the purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts to improve state-owned real property as defined in Chapter 192, Florida Statutes.</p><p>6. DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.</p></div><div><p>7. MISTAKES: Bidders must examine the conditions, scope of work, proposal prices, extensions, and all instructions about the services involved. Failure to do so will be at the bidder's risk.</p><p>8. ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.</p><p>9. PAYMENTS: In the event the University owes payment to the Vendor, the University shall mail the Vendor's payment within forty (40) days after receipt of an acceptable invoice and receipt, and after inspection and acceptance of the goods, services or both, as provided by the terms and conditions of the applicable purchase order/agreement. Failure to make payments within 40 days shall result in the University paying interest under Section 55.03(1) Florida Statutes on the unpaid balance from the expiration of such 40-day period until the warrant is issued to the Vendor. The University has established a "Vendor Ombudsman". The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment. The University's ombudsman may be contacted at (850) 599-2978.</p><p>a) Partial payment in the full amount of the value of the service received and accepted may be requested by submitting a properly executed invoice with supporting documents if required. Only one partial payment will be made per month.</p><p>b) The Vendor agrees that bills and invoices for fees or other compensation for services or expenses shall cite the Purchase Order/Agreement Number and shall be submitted to the Controller in detail sufficient for a proper pre-audit and post-audit. Each bill or invoice must identify the services, portion of services, and expenses for which compensation is sought. Payment will be tendered only for services, or the portion of services completed before the bill or invoice, for costs incurred before such submission, or both.</p><p>c) The performance of the University of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the Legislature of the State of Florida, the obligation of funds by the prime funding agency, or otherwise lawfully expendable for this agreement for the current and future periods. The University shall notify the Vendor of the non-availability of such funds when the University knows such fact. Upon receipt of such notice by the Vendor, the Vendor shall be entitled to payment only for those services performed and expenses incurred before the date notice is received.</p><p>d) Invoices that must be returned to a Vendor because of Vendor preparation errors will delay the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the University.</p></div></div>			

10. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Florida A&M University or the State of Florida, or any of its agencies. Further, all bidders must disclose the name of any University or State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches. No person or firm receiving a contract to perform a feasibility study of the potential implementation of a subsequent agreement, participating in the drafting of a solicitation or specifications, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter. Bidders must disclose any such conflict of interest in their proposal.

11. AWARDS: As the best interest of the University may require, the right is reserved to reject any bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as responsive. All awards made as a result of this bid shall conform to applicable Florida Statutes.

12. INTERPRETATIONS/DISPUTES: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days before the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by FLORIDA A&M UNIVERSITY in response to requests in full compliance with this provision. Any person adversely affected by the University's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with University Regulation 6.005(9). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

13. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal before their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned, or to cancel the contract at no further expense to the University.

14. DEFAULT: Failure to perform according to this bid and/or resulting contract shall cause your firm to be found in default, in which event any procurement costs may be charged against your firm. Any violations of these stipulations may also result in:

- a) The contractor's name is removed from the purchasing vendor mailing list.
- b) All state public entities are advised not to do business with the contractor without the University's written approval until the vendor reimburses the University for all procurement and cover costs.

15. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county, and local laws and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all bids received in response hereto and shall govern any claims and disputes which may arise between the person(s) submitting a proposal response hereto and FLORIDA A&M UNIVERSITY and the FLORIDA A&M UNIVERSITY Board of Trustees, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

16. ADVERTISING: In submitting a proposal, the proposer agrees not to use the results in commercial advertising.

17. ASSIGNMENT: Any Contract or Purchase Order issued under this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

18. LIABILITY: On any contract resulting from this bid, the bidder shall hold and save the FLORIDA A&M UNIVERSITY Board of Trustees, FLORIDA A&M UNIVERSITY, and the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

19. FACILITIES: The University reserves the right to inspect the bidder's facilities at any time with prior notice.

20. DELIVERY: Unless the actual date is specified (or if specified, delivery cannot be met), show the number of days required to deliver after receipt of the purchase order in the space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be Monday through Friday, 8:00 a.m. to 11:30 a.m. and 1:00p.m. to 4 p.m., excluding the State of Florida and the University's holidays, unless otherwise specified.

21. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document under Section 119.07, F.S. This includes material the responding proposer might consider confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening, under Section 119.07, F.S.

22. INSPECTION, ACCEPTANCE, AND TITLE: Inspection and acceptance will be at the destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall fill, process, and collect all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- a) Record any evidence of visible damage on all copies of the delivering carriers' Bill of Lading.
- b) Report damage (Visible and concealed) to the carrier and contract supplier, confirming such reports in writing within 15 days of delivery and requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until The carrier performs inspection, and the contract supplier gives the disposition.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

23. AS SPECIFIED: A purchase order may be issued to the successful bidder with the understanding that all materials and services rendered must meet the specifications herein. Any orders or contracts will be subject to immediate cancellation if the materials or services do not comply with the specifications stated herein or fail to meet the University's standards. Materials not in compliance will be returned for compliant material as specified at no additional cost to the University. Services rendered not as specified shall be completed as determined at no additional cost to the University.

24. BID PREPARATION: All costs associated with responding to this ITB are the Vendor's sole responsibility.

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

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

The Vendor, their employees, and agents shall be responsible for exercising extreme care and caution in the conduct of operations to ensure the safety and well-being of University personnel. Unsafe practices or the reckless endangerment of personnel may result in the cancellation/termination of any agreement/purchase orders issued. Any agreement/ purchase orders issued to the Vendor do not protect nor relieve the Vendor of responsibility from any fines or other actions that may result from a violation.

27. PUBLIC ENTITY CRIME LAW: By FLORIDA A&M UNIVERSITY's Regulation 6.005(6), The University shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for 36 months from the date of being added to the convicted vendor list.

28. NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person who files an action protesting a decision or intended decision about contracts administered by a public entity under Section 120.57(3), F.S., shall file within 10 calendar days a formal written protest and post with the University at the time of filing a bond payable to FLORIDA A&M UNIVERSITY in an amount equal to 10 percent of the University's estimate of the total volume of the contract or \$10,000 whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the Bidder in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the University about requests for approval of extraordinary purchases, the bond shall be equal to 10 percent of the University's estimate of the contract amount for the exceptional purchase requested or \$10,000, whichever is less. Instead of a bond, FLORIDA A&M UNIVERSITY may, in either case, accept a cashier's check or money order in the bond amount. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

INVITATION TO NEGOTIATE

ITN No.:

Florida A&M University Pouring Rights and Campus Beverage Vending

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:
Mattie.hood@famuedu**

Bonfire Website:
<https://famuedu.bonfirehub.com/portal/?tab=openOpportunities>

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INTRODUCTION AND GENERAL INFORMATION

1.1 INTRODUCTION AND GENERAL INFORMATION

The Florida Agricultural & Mechanical University (FAMU) Board of Trustees, a public body corporate of the State of Florida, intends to negotiate an agreement for exclusive pouring rights and vending across its campuses. We invite qualified companies to submit a proposal aligned with the specifications below, as FAMU seeks to secure the best-value agreement for the university.

About Florida A&M University

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 #81 among public universities nationwide, FAMU has been a top public HBCU for six consecutive years.

As the only HBCU in Florida's State University System, FAMU is renowned for its academic excellence, student success, and commitment to community engagement. Offering undergraduate, graduate, and professional degrees across diverse disciplines, the university's programs span business, law, engineering, agriculture, health sciences, and the arts and sciences, fostering leadership and innovation.

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, and Tampa satellite locations, supporting pharmacy, pharmaceutical sciences, and public health programs.

FAMU Athletics and Marching 100

FAMU has a rich athletic tradition as a Southwestern Athletic Conference (SWAC) member, competing in NCAA Division I sports. The Rattlers have gained national recognition, emphasizing academic success, leadership development, and sportsmanship, with a legacy of professional athletes and influential alumni.

The FAMU Marching 100, recognized as one of the nation's top collegiate marching bands, is also celebrated for its groundbreaking traditions and global influence. Their performances, including a Super Bowl-featured Pepsi campaign, reinforce their cultural significance while playing a key role in the university's branding and marketing.

FAMU's Legacy & Vision

At its core, FAMU represents cultural pride, academic achievement, and social justice, fostering opportunity for all students. Its commitment to producing leaders and changemakers continues to shape global progress, securing its place as a cornerstone of higher education and cultural influence.

FAMU is part of the State University System of Florida. The State of Florida is once again the top state in the nation for higher education, according to *U.S. News & World Report's* 2025 State Rankings. Florida has held the top spot since the inception of the rankings in 2017, marking 9 years in a row at #1. Florida continues to lead the nation in higher education because the state's public universities offer the lowest in-state tuition and fees, graduate students on time, and ensure students complete their degrees with minimal to no debt. Highlights of Florida's number one higher education :

- Remaining #1 for lowest tuition and fees
- Rising to #1 for four-year college graduation rates
- Rising to #1 for two-year college graduation rates

FAMU also moved up to No. 20 on the U.S. News & World Report's Social Mobility Index, an indication of the ability of Florida's only public HBCU to change the economic trajectory of graduates and their families for generations to come. FAMU is ranked #87 for best value among national universities, a reflection of the institution's low-cost tuition and the success of its graduates.

UNIVERSITY PRIORITIES

Our vision is that FAMU will be recognized as a leading national public university and internationally renowned for its competitive graduates, transformative research, and innovation. This includes positioning FAMU on a trajectory to become a Carnegie R1 institution and establishing FAMU as the first-choice destination among scholars.

FAMU seeks a beverage partner whose values and operations align with the Strategic Plan. The selected vendor will be evaluated based on its demonstrated ability to contribute meaningfully to each of these pillars as outlined below.

The plan is designed to align with the Board of Governors' (BOG) strategic vision, ensuring FAMU continues to evolve as a leading institution while maintaining its commitment to student success and research excellence.

A. Student Success

FAMU prioritizes student success through academic achievement, leadership development, and holistic engagement. FAMU Athletics contributes significantly to this mission, fostering school spirit and community involvement across NCAA Division I programs.

Vendor Expectations:

- Provide a variety of beverages, including, at a minimum, regular soft drinks, diet drinks, energy drinks, teas, flavored waters, sports drinks/waters, juices, and bottled water. The beverages should also be offered in various sizes, containers, and forms (fountain, bottled).
- Support scholarships, mentorship programs, and student wellness initiatives.
- Provide sponsorship and funding for student activities, career development, and campus life.
- Ensure product offerings are affordable, health-conscious, and responsive to student needs.
- Demonstrate active participation in student events and campus engagement.

B. Academic Excellence

As part of its academic mission, FAMU expects vendors to engage in intellectual collaboration with

University departments.

Vendor Expectations:

- Foster a university-wide customer-centric culture to support academic and operational excellence.
- Establish research or educational partnerships with academic units (e.g., food science, sustainability, business).
- Contribute to educational infrastructure and academic programs.
- Offer internships, co-op placements, and experiential learning opportunities.

C. Leverage the Brand

FAMU's brand is nationally recognized through Athletics, the Marching "100," and cultural heritage. Beverage partners are expected to amplify this brand through joint marketing and media efforts.

Vendor Expectations:

- Increase worldwide recognition as a leading academic, research, and cultural institution.
- Provide sponsorships, scoreboard upgrades, Athletic training needs, and advertisement dollars to the University's Intercollegiate Athletics programs.
- Engage in co-branded marketing campaigns and media collaborations.
- Sponsor high-profile events.
- Align brand messaging with FAMU's values.
- Invest in digital integrations, branded content, advertising, and facility enhancements.

D. Fiscal Health and Sustainability

To promote long-term financial strength, FAMU seeks a vendor committed to predictable, multi-year investments and sustainability.

Vendor Expectations:

- Provide financial returns in the form of signing bonuses, guaranteed annual payments, commissions on vending sales, and payment for sole pouring rights on its campus and revenue-sharing arrangements.
- Demonstrate financial capacity and service reliability over the full contract term.
- Support sustainability goals via eco-friendly packaging, recycling, and zero-waste initiatives.
- Participate in FAMU's green certification programs or campus-wide sustainability efforts.

E. Organizational Effectiveness and Transformation

Organizational excellence is critical to FAMU's transformation agenda. Beverage services must be integrated, efficient, and technologically advanced.

Vendor Expectations:

- Ensure wide product distribution across campus (bottled and fountain options).
- Collaborate seamlessly with Metz Food Services and other campus partners.
- Implement smart technologies (e.g., intelligent vending, data analytics, digital payments).
- Improve vending access and payment methods, which include acceptance of all major payment methods, including Rattler Card.

- Optimize logistics, including restocking, maintenance, and service response times.

1.2 DEFINITIONS

“BAFO” Best and Final Offer

“Customer” is Anyone who utilizes the requested services, including but not limited to faculty, staff, and students.

“Fiscal year” The 12 months beginning July 1 and ending the following June 30

“ITN” Invitation to Negotiate is a formal, eight-step competitive solicitation method.

“Respondent” A company that responds in full to the requests of this ITN and wishes to be considered as a candidate for a products and/or services agreement as described herein.

“Response” The material submitted by the Respondent to answer this ITN.

“University Contract Administrator” is the University’s single point of contact for the Vendor/Contractor. Responsible for overseeing the day-to-day operations of the contract on behalf of the University.

“University/FAMU” Florida A&M University, its employees, officers, and agents

“University Sole Point of Contact” The Respondent’s single point of contact at the University for this ITN.

“Vendor/Contractor” The company, its employees, and officers engaged by Florida A&M University to provide the required product and/or services to the University.

“Vendor Contract Administrator” is the Contractor’s single point of contact for the University. Responsible for overseeing the day-to-day operations of the contract for the Contractor.

1.3 PURPOSE: Respondents should review and become familiar with the Calendar of Events Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Respondent to check for any changes. All changes to the Timeline will be made through an addendum to this solicitation and posted on the Florida A&M University Purchasing website at <http://www.famu.edu/index.cfm?Purchasing&Solicitations>

Date/Time	Action
05/14/2025	ITN Issued and Advertised
05/21/2025 @ 4:00 P.M. EST	Deadline for Respondents to submitting questions and/or inquiries in writing only; preferably by email to mattie.hood@famu.edu
05/27/2025 @ 4:00 P.M. EST	Responses to inquiries and Addenda, if any, will be posted on Bonfire website: <u>https://famu.bonfirehub.com/portal/?tab=openOpportunities</u>
06/03/2025 @ 2:00 P.M. EST	Deadline for Bid Response at 2:00 P.M. (ITB opening) Office of Procurement Services, 2380 Wahnish Way, Room 214, Tallahassee, Florida 32307 Zoom: https://famu.zoom.us/j/92115026734?from=addon NOTE: All Bid Responses must be submitted via the Bonfire website: https://famu.bonfirehub.com/portal/?tab=openOpportunities . Responses delivered after 2:00 p.m. EST or to any location other than the above address are subject to rejection without evaluation.
06/04/2025	The Evaluation Committee will begin their evaluations.
06/09/2025	Short list, if necessary.
06/16/2025	Vendor Presentations/Negotiations, if necessary.
06/20/2025 @ 2:00 P.M. EST	Best and Final Offers (BAFO) are due and determine the award recommendation.
06/23/2025	Evaluation Committee Meeting
06/30/2025	Posting of the award to the Successful Respondent for 72 hours

Note: All dates shown are estimates and are subject to change

2.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

2.1 REQUEST FOR PROPOSAL/PROPOSAL ACKNOWLEDGEMENT FORM

All bids and Request for Proposal/Bidder Acknowledgement forms must be submitted to Florida A&M University via the Bonfire website to be considered for this award. The forms must be properly completed, executed, and returned with the bid by the bidder, including all submittals, documentation, brochures, or pertinent requirements. The terms vendor, bidder, and contractor mean the same for this solicitation. The paragraphs in this section are numbered for the convenience of the university.

2.2 ATTENTION TO RESPONDENTS

Any intended Respondent is solely responsible for checking the University Purchasing Website at <https://nam11.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.famu.edu%2Fadministration%2Fdivision-of-finance-and-administration%2Foffice-of-operational-effectiveness-and-procurement-services%2Fsolicitations.php&data=05%7C02%7Cbrittany.randall%40famu.edu%7Cb31936e20dc94906023808dd86851988%7C2526db3cd5034dfea0e60c41a20b52d2%7C0%7C0%7C638814628406941488%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnR>

seventy-two (72) hours before the closing time of this ITN to verify that the Respondent has reviewed any addendum that may have been issued for this ITN. Any Addendum issued to Respondents before the proposal opening date shall include an addendum acknowledgment form. Since all addenda become a part of the response, all addenda must be signed by an authorized Respondent representative and returned with the response on or before the opening date. Failure to sign and return any addendum acknowledgements may be grounds for rejection of the response.

2.3 INQUIRIES

The University will not give verbal answers to written or verbal inquiries regarding negotiation considerations before or after the selection process of this ITN. A verbal statement regarding this ITN by a University person shall be non-binding. All Respondents must submit all inquiries.

Regarding this ITN, I am writing to the University's Sole Point of Contact. Questions regarding the ITN shall be submitted in writing no later than the date shown in the Calendar of Events (see pages 10-11) as the last day to submit questions. Written responses to all questions shall be the University's official response.

All questions and answers asked by all registered Respondents will be posted online at: www.famu.edu/about/about/admin/vpad/purchasing/solicitation.html on or before the date shown in the Calendar of Events.

Respondents are responsible for ensuring that the University's Sole Point of Contact has their point of contact with all pertinent information, including but not limited to name, electronic mail address, physical address, including city, state, and zip code, and phone and facsimile numbers.

2.4 UNIVERSITY SOLE POINT OF CONTACT

The Office of Procurement Services employee named in this paragraph will be responsible for this bid/proposal solicitation, including amendments and necessary coordination with staff and vendors/contractors. Please contact in writing the Procurement staff mentioned below:

Mattie Hood, (850)599-3203, E-mail: mattie.hood@famu.edu

2.5 RESPONSE

To ensure that all Responses are evaluated fairly, Responses are requested to follow the prescribed format, as set forth herein, Section 2.6 and Section 2.8. Failure to follow this requirement may result in the disqualification of the response to this ITN.

A. The completed and signed Respondent Acknowledgement Form (pages 1 and 2) and any other ITN pages that require the Respondent to respond (Section 2.8). The ITN and the Respondent's response will become part of the final agreement between the Respondent and the University.

B. The legal name of the Respondent and a statement as to whether the Respondent is a sole proprietor, a partnership, a corporation, or any other legal entity. The Respondent shall be registered with Florida's Secretary of State and authorized to do business in the State of Florida and provide

documentation. The Response shall be signed by a person or persons legally authorized to bind the Respondent to a contract.

2.6 ITN RESPONSE FORMAT

Each Respondent must submit one (1) signed original Response, seven (7) paper (hard) copies of the original signed Response, and one (1) electronic media (USB Drive) with the Response in either the Microsoft Word or Adobe PDF format.

A. The original response shall be in a separate envelope, clearly marked original. Copies may be submitted in bulk.

B. The outer carton of the response shall include the ITN number, name, and due date. Your response shall consist of the information and required submittals described in the Content section, **tabbed and numbered as shown in paragraph 2.8**, with all information appearing in the Tab in which it was requested.

C. Questions and requests for information may not be rearranged, regrouped, or divided in any way.

All information and required submittals requested SHALL BE in hard copy form and included in your written response. Responses shall not refer the university to electronic media such as websites, CDs, disks, USB drives, or tapes to obtain the required information or submittals.

E. Information submitted not requested by the university may be considered supplemental.

F. Any information or required submittals that cannot be incorporated behind the appropriate numbered tab due to size or binding must be referenced behind the proper tab with a statement indicating where this information can be found in your response.

G. Documents received late will not be accepted. The Contractor must have the Office of Procurement Services documents before the stated time.

H. The ITN document, associated responses, and related meetings, except negotiations, are subject to the State of Florida "Sunshine Laws" and shall not be considered confidential.

1. The Responses shall be addressed to:

Mattie Hood, Assistant Vice President of Finance and Administration
Florida A&M University Office of Procurement Services
2380 Althea Gibson Way,
Suite 214
Tallahassee, FL 32307

J. Responses shall be received no later than **2:00 p.m., June 3, 2025**.

K. Responses received after the submission date and/or time shall not be considered.

L. Responses received at any location other than the address shown in Section 3.5(I) shall not be considered.

M. Requests for an extension of the submission date and time will not be granted unless At its sole discretion, the University determines that the original due date appears impractical. Notice of any extension will be provided as an addendum to the ITN.

2.7 MEETINGS

Notice of meetings regarding this ITN will be posted electronically on the University's Purchasing website at:

<https://nam11.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.famu.edu%2Fadministration%2Fdivision-of-finance-and-administration%2Foffice-of-operational-effectiveness-and-procurement-services%2Fsolicitations.php&data=05%7C02%7Cbrittany.randall%40famu.edu%7Cb31936e20dc94906023808dd86851988%7C2526db3cd5034dfea0e60c41a20b52d2%7C0%7C0%7C638814628406941488%7CUknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWU%7CIIYiOiIwLjAuMDAwMCI%7CIIAiOiJXaW4zMjU%7CIIIsIkFOIjoiTWVpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=pq1A%2F18zymihXHD0pyoyksnz25j7E98ph7kv97qfPA4%3D&reserved=0> at least seventy-two (72) hours before the meeting.

2.8 EVALUATION CRITERIA

Evaluation of Responses leading to a short list of Respondents will be based on evaluation criteria described below. Any information Respondent deems essential to evaluating the services offered, for which no provision is made in the ITN, should be clearly stated in the Response. While the University reserves the right to request additional information or clarification from Respondents at any time in the process, Respondents **shall not** assume that they will be allowed to amplify or modify their initial written Response after the Response Opening Date. The initial response must clearly explain products, services, benefits, and prices offered and include information on how all specifications will be met.

2.9 EVALUATION PROCESS

The University must be satisfied that the successful Respondent has the technical expertise, experience, and resource capabilities to perform the requisite services in this ITN. An award will be made to a responsible respondent whose response conforms to the ITN, as defined by the University to be the most advantageous to the University, price, financial package, and other factors considered.

An Evaluation/Negotiation Committee, referred to as the “Committee,” will be appointed by the Director of Procurement Services to review and evaluate each response submitted to this Invitation to Negotiate (ITN). Responses will be reviewed by the Evaluation Committee, which may determine a short list of companies whose written responses best meet the Evaluation Criteria in this ITN. Those selected for the short list will continue in the evaluation process, which may involve site visits, company presentations, company management team interviews, negotiations, and evaluation of the company’s best and final offer. Any response that does not provide complete, accurate, and detailed answers to each question or indicates the company prefers to defer providing complete details until a later stage in the process may be declared non-responsive and rejected without further evaluation.

The Office of Procurement Services will distribute a copy of the responses to each Evaluation/Negotiation Committee member. The Evaluation/Negotiation Committee members will independently base their evaluation of each response on the criteria stated herein. The evaluation process will include:

A. ITN Response: The evaluation team will evaluate the written response to the ITN.

B. Vendor Presentations: Selected vendors must meet with the evaluation committee to provide an in-person functional demonstration.

C. Financial Considerations: The evaluation committee will assess the cost of the financial benefit of the proposal provided by vendors.

2.10 ORAL PRESENTATION

After Responses have been opened, a limited number of Respondents submitting Responses in response to the ITN may be required, at the request of the University, to make an oral presentation or provide written clarifications. Such presentations or clarifications will allow the Respondent to clarify the Response. Respondents will not be allowed to change their initial Responses. Oral presentations may be recorded, and oral and written clarifications will be affixed to the Respondent's Response and become a part of the same as if submitted initially. The Office of Procurement Services will initiate and schedule a time and location for any presentations that may be required.

2.11 INVITATION TO NEGOTIATE PROCESS

The ITN process is a flexible procurement process used when highly specialized services are required. Negotiations offer an opportunity for selected Respondent(s) to discuss their responses with an Evaluation Committee and/or a Negotiation Committee and present a Best and Final Offer (BAFO) that may lead to a negotiated agreement. The goal of this comprehensive process is to identify the optimal outcome or the solution that best meets the needs of the University.

2.12 NEGOTIATION WITH RESPONDENTS

The University reserves the right to negotiate before awarding the highest ranked Respondent(s). The Respondent(s) will be invited to continue negotiating. Negotiations allow the selected Respondent(s) to discuss their offers and Responses in further detail with the University's Negotiating Committee. This allows the University to secure services that best meet its needs at a highly competitive and favorable cost.

After this negotiation process, each of the Respondent(s) may be asked to submit a written Best and Final Offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the University, if desired. An invitation to submit a Best and Final Offer is not automatic. After this negotiation, a final Contractor may be selected.

2.13 RIGHT TO NEGOTIATE

Upon evaluation of the responses, the University has the right to negotiate with one or multiple Respondents that appear to have submitted Response(s) that best meet the needs and requirements of the University. The University reserves the right to negotiate concurrently or separately with short-listed Respondents. The University reserves the right to accept portions of a competing Respondent's offering and merge such portions into one project, including contracting with the entities offering such portions. The Negotiations could include, but are not limited to, price, offering, and the terms and conditions of this ITN.

2.14 RESPONSE WITHDRAWAL

Responses submitted before the response opening date may be withdrawn by the Respondent. Withdrawn Responses may be resubmitted up to the time designated for the receipt of responses, provided that they are then entirely in conformance with the requirements of the ITN.

2.15 OPEN COMPETITION

The University encourages free and open competition among contractors. Whenever possible, specifications, response invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the University's needs and achieve a sound economic operation. The Respondent's signature on this Response attests that the commissions quoted have been established without collusion with other Respondents and without effort to preclude the University from obtaining the lowest possible competitive price. The Respondent certifies that its officers or employees have not bribed or attempted to bribe or influence in any way an officer, employee, or agent of the University.

2.16 CONTRACT AWARD

There is no obligation on the part of the University to make an award as a result of this ITN. The University reserves the right to award the contract to the responsible Respondent submitting a responsive Response based on the criteria listed in Section 2.8, and in the University's best interest.

2.17 PROPOSED MATERIAL

The material submitted in response to the ITN becomes the property of the University upon delivery to the Office of Procurement Services. It must be appended to any formal document that further defines or expands the contractual relationship between the University and the Contractor.

2.18 ERRORS AND OMISSIONS

The Respondent is expected to comply with the true intent of this ITN taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify the University, in writing, and the University shall issue written instructions to be followed. The Respondent is responsible for the contents of its Response and for satisfying the requirements outlined in the ITN.

2.19 RESPONDENTS RESPONSIBILITY

It is understood and the Respondent hereby agrees that it shall be solely responsible for all services it offers, notwithstanding the details present in the ITN.

2.20 UTILIZATION OF SMALL AND MINORITY BUSINESS

The University is an equal opportunity institution and promotes procurement participation and contract award with Minority Business Enterprises ("MBEs"), including small, minority, women-owned, and service-disabled veteran business enterprises. MBEs should have a fair and equal opportunity to compete for the dollars spent by the University to procure commodities and contractual services. Competition ensures that prices are competitive, and a broad vendor base is

Available. The University will reasonably ensure MBE vendors know about procurement and contract opportunities.

2.21 SUSTAINABILITY/ENVIRONMENTAL CONSIDERATIONS

The University supports and encourages initiatives to protect and preserve our environment. Respondent shall submit as part of any Response the Respondent's plan to support procuring products and materials with recycled content. Respondent shall also provide a strategy for reducing and/or handling any hazardous waste generated by the Respondent's company. In addition,

Respondent is strongly encouraged to install equipment considered Energy Star or equivalent relative to conserving energy without compromising the temperature and quality of the product.

2.22 ALTERNATE RESPONSES

Respondents are encouraged to submit alternate responses that, in the opinion of the Respondent, contain overall terms and conditions that are more beneficial to the University. It is the University's discretion to determine if an alternate Response is more valuable. The University is not bound to accept alternative Responses.

2.23 DEVIATIONS

The Respondent's Response must note any deviation from the specifications. All decisions regarding the acceptance of deviations are solely within the discretion of the University, and the University may reject any Response as non-responsive if the University determines the deviation will have an undesired effect on the quality of its Pouring Rights and Vending Services.

2.24 RISK

Applicable provisions of all federal, State of Florida, county, and municipal statutes, laws, ordinances, rules, and regulations shall govern any proposal submitted hereto and any resulting contract. Lack of knowledge by any Respondent shall not constitute a cognizable defense against the legal effect thereof. Disputes arising from, or in connection with, the contract shall be determined before a Florida court of competent jurisdiction or through an applicable administrative proceeding in Leon County, Florida, whichever is appropriate to the circumstances under Florida law if either party is required to obtain any permit, license or authorization as a prerequisite to performing its obligation under the contract, the cost shall be borne by the party required to obtain the permit, license or authorization.

2.25 RESERVATION OF RIGHTS

The University reserves the right to:

A. Waive minor informalities and minor irregularities in any Response or responses received. A minor irregularity is a variation from the ITN which does not affect the financials of the Response or give one Respondent an advantage or benefit not enjoyed by other Respondents, or substantively change the requirements and/or specifications of this ITN, or adversely impact the interest of the University. Waivers, when granted, shall in no way modify the ITN requirements or excuse the Respondent from full compliance with the ITN specifications and other contract requirements if the Respondent is awarded the contract;

B. Reject any or all Responses, or any portion of any Responses;

C. Conduct discussions with, and negotiate the Best and Final Offers obtained from, the responsible Respondents determined by the University to have a possibility of being selected for award;

Determine equipment or other equivalency to FAMU's specifications in evaluating responses;

E. Negotiate changes in the scope of work or services to be provided;

F. Withhold the award of Contract;

G. Select the Respondent it deems to be most qualified to fulfill the needs of the University. The Respondent with the lowest cost proposed may not necessarily be the one most qualified, since several factors other than cost are considered in the determination of the most acceptable Response, and,

H. We reserve the right to negotiate concurrently and separately with short-listed Respondents.

2.26 CONFLICT OF INTEREST

This solicitation is subject to Chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the University. Respondents shall also reveal the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor or its affiliates.

3.0 IDENTICAL TIE BIDS

Whenever two or more bids that are equal concerning price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Procedures for processing tie bids, such as flipping a coin or drawing straws publicly and in the presence of witnesses, will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violating such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services under the bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statute or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on, or require satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, on any employee who is so convicted.
- f. By implementing this section, make a reasonable effort to maintain a drug-free workplace. In addition, if two equal responses to an invitation to bid or request for proposals are received and one response is from a certified minority-owned firm or company, the University will enter into a contract with the certified minority business. Finally, the bid, which relates to commodities manufactured within the State of Florida or from any foreign manufacturer with a factory in the State employing over 200 employees working in the State, shall be given preference over the bid from any other bidder and any other foreign manufacturer, respectively.
- g. As authorized to sign this bid document and bind the company/firm/business, I certify that this firm complies fully with the above requirements and that proof will be provided upon request.

Failure to submit evidence within five (5) days of request by the University will result in disqualification as a bidder.

3.1 NOTICES TO VENDORS/CONTRACTORS

The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall cause unilateral cancellation of the purchase order/contract.

3.2 STATE LICENSING REQUIREMENTS

When submitting a response to this solicitation, all corporations seeking to do business with the State of Florida shall either be on file or have applied for registration with the Florida Department of State per the provisions of Chapter 607, Florida Statutes. When submitting the bid, a copy of the registration/application must be furnished to FAMU. The successful bidder, if any, shall be on file with the Florida Department of State when executing a contract resulting from this solicitation, if any. When submitting such a bid, partnerships seeking to do business with the State shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

A Certificate of Status shall be required, indicating that the bidder is a corporation or legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida by Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the bidder shall contact the Florida Secretary of State's Office at: Corporations (850) 245-6052, option 2; limited liability or partnership companies (850)245-6051; or www.sunbiz.org

3.3 SUBMITTAL

Please refer to the submittal instructions titled Required **Submission Instructions for Suppliers**, listed on our Bonfire website, to submit your ITB Response. Bids not submitted on the forms included with these solicitation documents shall be rejected.

- a. The Invitation to Bid Acknowledgement form is completed and signed
- b. . ed
- c. Business License
- d. Copy of required insurance
- e. Three (3) references, including the company's name, contact person, and phone number
- f. Price Sheet
- g. Amendments Issued by the University
- h. Non-Collusion Affidavit
- i. Statement of No Involvement
- j. Notice of Conflict of Interest
- k. Florida Department of State Certificate of Status

Each Bidder is responsible for ensuring that its bid is delivered at the proper time, as stated in Section 1.1 Calendar of Events. The University shall not consider late bids. BIDS MUST BE RECEIVED VIA THE BONFIRE WEBSITE before 2:00 p.m. on Section 1.1 Calendar of Events date.

3.4 Experience and qualifications of the Contractor

The Contractor shall provide a general statement of qualifications and range of capabilities, including a verifiable statement and description of the Contractor's experience in providing vending services to a university.

3.5 ACCOMMODATIONS FOR DISABILITIES

If accommodation is needed to participate in this bid opening, please get in touch with the Office of Procurement Services at (850) 599-3203 at least seven (7) days before the opening date.

3.6 FORCE MAJEURE

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

3.7 AMENDMENT

A written amendment may be issued before the bid opening, which may modify, supplement, or interpret any portion of this Invitation to Bid. No verbal or written information from other sources is authorized to represent the University. ALL DOCUMENTS WILL BE POSTED ON <https://famubonfirehub.com/portal/?tab=openOpportunities>

3.8 INTERPRETATION

No interpretation of the meaning of the drawings, specifications, bidding documents, or any apparent ambiguity, inconsistency, or error will be made to any bidder orally. Each request shall be made in writing and addressed to the Procurement Staff mentioned in the Special Conditions Section 1.3.

Suppose the University must supplement, modify, or interpret any portion of the bidding documents before the opening date. A written addendum will be issued to the Invitation to Bid and posted on the Bonfire Website. ALL DOCUMENTS WILL BE POSTED ON <https://famubonfirehub.com/portal/?tab=openOpportunities>

3.9 PRICE PREFERENCE FOR FLORIDA VENDORS

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

a. A vendor's principal place of business is determined as follows:

1. **If the vendor is an individual or a sole proprietorship, its "principal place of business" is in the state of the vendor's primary residence.**
1. If the vendor is a business organization, its "principal place of business" is in the state where most of the vendor's executive officers direct the management of the vendor's business affairs.

- b. Personal Property: When the lowest responsible and responsive bid or bid is submitted by a bidder or bidder whose principle place of business is in a state or political subdivision outside the State of Florida, which grants a preference for the purchase of commodities when awarding the bid or calculating the cost in a bid, the University must apply a preference which is equal to the preference granted by the state or political subdivision in which the lowest responsible and responsive bidder or bidder has its principle place of business. Suppose the lowest responsible and responsive bidder or bidder in that state does not grant a preference in competitive solicitation to companies having a principal place of business in that state. In that case, the preference given to the lowest responsible and responsive bidder/bidder having a principal place of business in Florida shall be 5 percent.
- c. Bidders or bidders whose principle place of business is outside the state of Florida must include, with their Bid or ITB response document, a written statement signed by an attorney at law licensed to practice in the bidder's or bidder's state (referred to as their "principle place of business" in the law), detailing geographical price preferences, if any or none, granted by the laws of that state or political subdivision.

3.10 AWARD

As the best interest of the Florida A&M University (FAMU) may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as responsive. **This solicitation is designed to be awarded to multiple vendors.**

3.11 EQUAL OPPORTUNITY STATEMENT

The State University System believes in equal opportunity practices that conform to both the spirit and the letter of all laws against discrimination and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, or religion.

Vendors and Contractors providing goods/services to the University are encouraged to take positive steps to ensure that their personnel do nothing of a racially offensive nature during the performance of the contract. Racially offensive conduct by contractors and suppliers of goods/services to the University is forbidden by Rule 6C3-10.103 FAC. Further, Rule 6C3.125 FAC, Discrimination, Harassment, Complaint Procedures, provides steps for filing a complaint involving either discrimination or harassment. Contact the University Director of the Office of Procurement Services at (850) 599-8013 for assistance.

3.12 TERM OF CONTRACT

The contract resulting from this ITN, if any, will be for ten years beginning approximately on or before **November 1, 2025**, with FAMU, the selected service provider (s), and the University having the option to renew for an additional **five-year period pending mutual consent.**

3.13 CONFIDENTIALITY

From the date of issuance of this ITN, until a proposal is made, the Respondent **must not** make available or discuss its proposal, or any part thereof, with any employee or agent of the University, unless permitted by the Director of Procurement Services, in writing, for purposes of clarification only, as set forth herein.

The Respondent is hereby notified that any part of the Response or any other material marked as confidential, proprietary, or trade secret can only be protected against disclosure to the extent permitted by Florida law. If an exemption is desired or expected, the law providing such an exemption should be identified in the response.

3.14 RESPONDENT EXPENSE

All proposals submitted in response to this ITN must be submitted at the sole expense of the Respondent, whether or not any agreement is signed because of this ITN. Respondent will pay all costs associated with preparing proposals, presentations, and necessary visits to campus.

3.15 WARRANTY AND ABILITY TO PERFORM

Respondent shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Respondent's knowledge, threatened, which would in any way prohibits, restrain, enjoin or diminish the successful respondent's ability to execute and/or perform the terms and conditions of the contract resulting from this ITN.

3.16 INDEMNIFICATION

The Successful Respondent shall indemnify and hold harmless the Florida A&M University Board of Trustees, its officers, agents and employees from any liability, judgments, orders, claims, demands, expenses, damages or causes of action caused by the Successful Respondent, its officers, employees, and agents or subcontractors resulting from the Successful Respondent's breach of resulting Agreement, as well as strict liability or negligence in performing or failing to perform in connection with this Agreement.

3.17 INDEPENDENT CONTRACTOR

Nothing herein is intended or shall be construed as in any way creating or establishing a partnership or employee relationship between the parties or in any way making the Successful Respondent the agent or representative of the University for any purposes in any manner whatsoever. The Successful Respondent is, and shall remain, an independent Contractor concerning all services performed under this Contract. The parties agree that there is no intent to provide services to third-party beneficiaries and that no third-party beneficiaries exist in this agreement.

3.18 PURCHASE ORDER/CONTRACT

The University will issue a purchase order/contract to the successful bidder(s) incorporating by reference all the terms and conditions of this bid solicitation, including bid prices. The actual award of this bid is manifested by issuing the purchase order/contract to the successful bidder(s). The successful bidder(s) are not to assume receipt of an award until the purchase order/contract is issued/executed in writing.

3.19 APPROVAL

A purchase order/contract will be issued because of this bid, with the understanding that all services delivered must meet the approval of the Director of Campus Services mentioned below. All approvals are made with the knowledge that the services are in conformance with all aspects of the bid specifications. Approving Official: Mattie Hood, Director of Procurement Services.

3.20 POSTING OF BID DOCUMENT/BID TABULATION

- a. Any protest concerning specifications to a solicitation shall be made by section 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted, in writing, to:

Office of Procurement Services
2380 Althea Gibson Way, Suite 214
Tallahassee, Florida 32307

- b. Bid tabulations with recommended awards will be posted for review by interested parties on the Bonfire Website: <https://famu.bonfirehub.com/portal/?tab=openOpportunities> and on the FAMU Website: <http://www.famu.edu/index.cfm?Purchasing&NoticeofPosting> and will remain posted for seventy-two (72) hours (three (3) business days). Failure to file a protest within the time prescribed in Section 120.57(3) (b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests are submitted to the address listed above in item a.

All bids accepted by the University are subject to the University's terms and conditions, and any additional terms and conditions submitted by the bidders are rejected and shall

It has no force and effect. Offers from the bidders listed herein are the only offers received promptly as of the opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

- c. **PROTEST.** Any notice of protest or formal written protest to the award or intended award filed before the bid tabulation posting is null and void. To be considered, a notice of protest or formal written protest must be filed within the time limits outlined in Section 120.57(3) (b), Florida Statutes.
- d. The University reserves the right to reject any bids as may be required in the University's best interest.
- e. Any notice of protest or formal written protest to any amendment issued by the University must be filed within the time limits outlined in Section 120.57(3) (b), F.S.

3.21 NOTICE OF PROTEST BONDING REQUIREMENT

Any person or company/business who files an action protesting the bid document or a decision or intended decision about bids administered by the University under Section 120.57(3)(b), Florida Statutes, shall post with the University at the time of filing the formal written protest, a BOND payable to the University in an amount equal to ten (10) percent of the total volume of the contract or \$10,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. Instead of a bond, the University may, in either case, accept a cashier's check or money order in the bond amount. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

3.22 PAYMENT TERMS

Section 215.422, F.S., provides that agencies have five working days to inspect and approve goods and services unless bid specifications or the P.O. specifies otherwise. Except payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice or the goods or services are received, inspected, and approved, a separate interest penalty set by the Florida Comptroller under Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. Contact the University's Accounting department at (850) 561-2960 for the applicable interest rate. Payment to health care providers for hospitals, medical, or other health care services shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .02740%. Invoices returned to a vendor due to preparation errors will delay payment. Invoice payment requirements do not start until a properly completed invoice is provided to the University. A Vendor Ombudsman, whose duties include advocating for vendors who may be experiencing problems obtaining timely payment(s) from a state agency, is available by calling the University Controller's Office at (850) 561-2960. Further, the disbursement of funds from grants and aids for lobbying the legislature or a state agency is prohibited.

3.23 CANCELLATION

The purchase order will be immediately canceled if either product or service does not comply with the specifications or meet the University's performance standards.

3.24 RIGHT TO TERMINATE

Suppose the successful bidder violates any contract provisions resulting from the bid award. In that case, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease. Satisfactory arrangements for correction are made, and the contract shall cease and terminate upon expiration of said ten (10) days. Still, the liability of such bidder and his surety for any violation(s) shall not be affected by any such termination.

3.25 TERMINATION FOR CONVENIENCE

The University, by written notice to the Contractor, may terminate the Contract in whole or in part when the University determines in its sole discretion that it is in the University's interest to do so. The Contractor shall not furnish any product or service after it receives notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover cancellation charges or lost profits.

3.26 AVAILABILITY OF FUNDS

The obligations of the University under the resulting contract/purchase order are subject to the availability of funds lawfully appropriated for its purposes by the Florida Legislature or allotted explicitly for the purposes stated herein.

4.0 CONTRACTOR'S INSURANCE

The successful bidder (Contractor) shall be required to furnish a commercial general liability policy and commercial or personal automobile liability policy of insurance protecting the University and the public against bodily injury and property damage, as well as professional liability (when required). The successful contractor shall also furnish workers with compensation coverage for employee job-related injuries.

The contractor **SHALL NOT** commence any work in connection with this contract until the contractor has obtained all of the appropriate insurance coverage and said coverage has been verified by the Florida A&M University Board of Trustees, protecting the Florida A&M University Board of Trustees and the public from all liability and property damage hazards which may result from the performance of this contract by the contractor. The Florida A&M University Board of Trustees shall be exempt from, and in no way liable for, payment of any sums of money associated with the contractor's insurance contract. The payment of such funds shall be the sole responsibility of the contractor.

All insurance shall be procured with insurers qualified and duly licensed to transact business in Florida. Florida A&M University Board of Trustees, Florida A&M University, Florida Board of Education, and the State of Florida shall be listed as additional insureds for general liability and

Automobile liability coverage. Furthermore, the solicitation number and the name of the specific project must be listed in the 'Descriptions of Operations' section on the Certification of Liability Insurance. The requested coverage must also contain an endorsement giving Florida A&M University Office of Procurement Services thirty (30) days' written notice before any material alteration or cancellation.

The following is a schedule of the required coverage and the minimum policy limits acceptable by the University:

Commercial General Liability
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability
Combined Single Limit - \$1,000,000 for each occurrence
Workers' Compensation and Employer's Liability
The Worker's Compensation limit of liability as provided by
Florida Statutes Chapter 440.
Employer's Liability \$500,000

Professional Liability
\$1,000,000 per occurrence

Evidence of the required insurance coverage must be provided to Florida A&M University Office of Procurement Services, 2380 Althea Gibson Way, Suite 214, Tallahassee, FL 32307; Attention: Director of Procurement Services. Such evidence must be submitted/included with the bid at the time of bid opening.

4.1 SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the contract goes to the whole of the agreement, the contract is unenforceable.

4.2 SCOPE CHANGES

If services are required to be performed or equipment needed to be purchased that are not set out in the ITN, but are within the general scope of the requirements, the University and the successful Respondent reserve the right to negotiate the terms covering the required services or equipment.

4.3 DEFAULT

The failure of either party to the Contract to comply with any of the provisions herein shall place that party in default. Before terminating this Contract, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that gave rise to the default. The defaulting party shall be entitled to thirty (30) days from the receipt of the Notice of Default to cure the default. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance. Both parties have the right to exercise any legal remedies under applicable laws. The prevailing party will bear expenses associated with litigation.

4.4 TERMINATION

If the Contractor fails to fulfill any of its obligations under this Contract, or otherwise, through no fault of the University, such failure shall be considered a default. It shall entitle, but not obligate, the University to suspend performance under or to terminate this Contract, in whole or in part, at the University's discretion, if the Contractor fails to cure such default within thirty (30) days after receipt of a written notice thereof from the University. Furthermore, the University shall have the right to terminate this Contract, in whole or part, without the Contractor's default. Termination shall be effected by delivery to the Contractor of a written notice specifying whether termination is for the Contractor's default or the University's convenience, the extent to which services under this Contract are to be terminated, and the date upon which such termination becomes effective. After receipt of such written notice, and except as otherwise directed in writing by the University, the Contractor shall promptly stop work under this Contract on the date and to the extent specified in the notice, terminate all subcontracts to the extent that they relate to the performance of services terminated by the notice, and complete performance of such services as shall not have been terminated by the notice.

In the event of termination for convenience, the University shall pay the Contractor (i) the appropriate amount due for goods satisfactorily delivered and/or services satisfactorily rendered; (ii) approved costs and expenses incurred which are non-cancellable and remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties. The University shall have the right to set off against amounts otherwise owed by the Contractor all amounts owed by the Contractor to the University under this Contract or otherwise.

4.5 REFERENCES

Provide a minimum of five (5) current references, preferably from other educational and/or large multi-building facilities of comparable size and type of operation to FAMU. Complete and return Exhibit D with your response. Include complete name, address, telephone number, email address, and contact person.

In addition, provide a statement that lists any accounts lost through early termination or non-renewal over the past three years. Include contact name and phone number, each account's service length, and the reason for loss.

As part of its evaluation process, FAMU reserves the right to conduct performance investigations to determine the Contractor's ability to perform under this ITN.

4.6 PRE-PROPOSAL CONFERENCE AND SITE VISIT

During the pre-proposal conference, representatives from FAMU Business and Auxiliary Services and Procurement Services will be present to answer questions and provide interpretation or clarification of this ITN.

Following the pre-proposal conference, a tour of FAMU retail beverage outlets, dining halls, athletic venues, and machine locations will be conducted. Upon receipt of this ITN, please confirm your attendance and submit the names of the people attending.

4.7 Vending Expectations

The Contractor must have the ability, experience, and resources to operate vending operations efficiently and enhance the future growth of state-of-the-art services on the FAMU campus. The successful Contractor will furnish, at no cost to FAMU, all of the vending machines, merchandising equipment, commodities, supplies, maintenance, labor, management, and marketing necessary for the efficient and profitable operations on FAMU campuses and other locations as may be mutually agreed.

The vending machines must be capable of continuously supplying the FAMU community during regular business operational hours, day, evening, and weekend classes, semester breaks, and all other hours. Service is essential to FAMU, so FAMU will consider this a key factor in evaluating proposals.

As a matter of practice and in keeping with our quest for continuous improvement, all FAMU Contractors must demonstrate a willingness to be held accountable for their performance. At FAMU, the contracting process does not conclude when an award is made. We will continually monitor and evaluate services received from all external entities against measurable standards.

4.8 Equipment

- A. All vending machine placements must be new vending machines or like-new vending machines. "Like-new vending machines" are defined as those latest state-of-the-art vending machines that are less than three (3) years old and have been refurbished immediately before installation. The contractor will indicate the number and type of brand-new machines to be installed from the factory. Any replacements of vending machines or additions of vending machines during the contract term shall also be with new machines or FAMU-approved, like-new vending machines. At no time during the contract term or renewals will any vending machine be on location more than five (5) years from installation. Exceptions may be granted at the sole discretion of FAMU Business and Auxiliary Services.
- B. FAMU requires that all equipment and services be maintained in state-of-the-art condition for the contract term.
- C. Vending machines will not be operated in a "force vend" mode; machines will be programmed to return customers' money or credit card if a selection is unavailable or a sale is voided.
- D. All machines must comply with current Americans with Disabilities Act guidelines and/or any FDA labeling guidelines changed during the life of this Contract.
- E. The Contractor may not move or change machines without prior written approval by FAMU. Unilateral placement or removal of vending machines by the Contractor is not authorized. FAMU reserves the right, at its sole discretion, to have any vending machines removed from FAMU property.

- F. Ownership of all vending equipment shall remain with the Contractor. The Contractor assumes all risk of damage or theft. However, FAMU will use reasonable precautions to protect the Contractor's equipment.
- G. All equipment must be aesthetically appealing, as determined by FAMU. When three or more machines are placed together at one location, the equipment will be of the same height to give a uniform appearance. The contractor will submit renderings of area décor and machine front custom graphics for banks of equipment in their proposal.
- H. All vending machines will utilize electronic data retrieval (EDR) paperless technology to electronically record sales and product movement at the point of service.
- I. All vending machines in all FAMU locations must be debit/credit card equipped at installation. Universal card readers with the ability to accept Rattler Bucks are preferred. Where state-of-the-art payment systems have been utilized, vending sales have increased, and the equipment reliability has improved.
- J. Coin, currency (to include 5-dollar bills), and coupon acceptance are also required.
- K. Contractors must be prepared to participate in FAMU's proprietary card system. The contractor will pay a 3.0% transaction fee on all purchases made by the FAMU Card.

4.9 Repair of Vending Machines and Merchandising Equipment

- A. The Contractor shall send a repair technician, within four (4) hours of notification, to respond to any service or restocking call and commence corrective action. This response time shall apply to any service call between 7:00 a.m. and 7:00 p.m., Monday through Friday.
- B. The contractor shall propose a policy outlining procedures for promptly handling emergency maintenance and repair services for nights, weekends, and holidays. The Contractor shall provide direct cell phone numbers of the responsible personnel to be contacted during an emergency during non-operating hours.
- C. Contractor agrees to hold FAMU harmless from any loss or damage that may arise due to the failure of any utility.

Should a vending machine, fountain, ice maker, or cooler malfunction or break down (more than three (3) times in a one (1) month period), the successful Contractor will replace the equipment.

- E. The Contractor will provide a local or toll-free number on each vending machine that may be used for inquiries, reporting empty or out-of-order conditions, or calling for refunds.
- F. The Contractor shall prominently display a numeric identification label on each machine.
- G. Any piece of equipment that cannot be successfully repaired within forty-eight (48) hours of the report of its malfunction shall be removed from the premises, and suitable replacement equipment shall be installed and put back in operation.
- H. The Contractor shall establish and abide by a preventative maintenance program for all equipment and provide reports as requested.

- I. FAMU shall have the right to inspect all vending equipment, inside and out, for sanitation and housekeeping reasons as FAMU deems appropriate. The Contractor will provide a designated representative with the necessary means to access all vending machines as requested.

4.10 Fountain Service, Coolers, and Ice Makers

- A. The Contractor will supply, install, and maintain state-of-the-art fountain equipment, ice makers, and coolers at no cost to FAMU. All equipment shall be equipped with filters and separate water supply shut-offs.
- B. The Contractor will be responsible for installing CO2 lines and tanks and dispensing equipment where such installations are necessary.
- C. FAMU requires that the Contractor provide service and repair of all equipment within twenty-four (24) hours, seven (7) days a week, at no cost to FAMU. Concerning FAMU dining hall locations operations providing three (3) meals per day, repair of coolers, ice makers and fountain equipment must occur before the next scheduled meal period.

4.11 Products

- A. All Products dispensed from machines must be fresh (no stale or outdated merchandise), top grade, and known to the public by the manufacturer's brand name. The Contractor is expected to provide various snacks and beverages, including healthy selections. The Contractor should use visual markers to identify the healthy items.
- B. The Contractor will use their best efforts to provide any additional varieties of products and package sizes that FAMU may request.
- C. The Contractor shall provide a complete listing of all vended products to be sold, including the product, brand, volume/weight, and retail price to the consumer.
- D. The current contract is a non-exclusive pouring rights agreement with Refreshment Services Pepsi, Inc., which expires on October 31, 2025. Should this ITN result in the award of a new pouring rights contract, the terms of the new agreement will reflect the existing arrangement, wherein the bookstore retains 20% rights to sell other beverage items.
- E. The Contractor will keep all vending machines adequately serviced and stocked, and due care will be exercised to ensure that proper products correspond to vending selection.
- F. FAMU must approve significant changes to proposed product selections or package sizes.
- G. FAMU shall not be responsible for any damage to merchandise or equipment due to high or low ambient temperatures.
- H. The Contractor shall be responsible for compliance with all federal, state, and local laws and regulations governing the proper handling of food products and procedures, and keep all necessary licenses, permits, and food handlers' cards as required by law.

4.12 Prices

All prices will remain firm for the first year of the contract. Pricing and commission rates for any proposed new or additional products not listed in the Contractor's original proposal must be approved by FAMU before being offered for sale.

If the successful Contractor requests price increases or financial relief over the contract term, the Contractor will submit the request for such action in writing, together with complete supporting documentation. Approval will not be unreasonably withheld, delayed, or conditioned. However, FAMU will not, under any circumstances, approve price increases that exceed prices in institutions or local convenience stores. Implementation of any approved price adjustments will take place between academic terms.

All discretionary gifts or in-kind support that the Contractor provides over the contract term must be recorded.

4.13 Personnel

- Personnel operating on campus must be dressed in clean, distinctive uniforms with name tags.
- Contractor's personnel are expected to conduct operations in an orderly manner so as not to annoy, disturb, or be offensive.
- The contractor's representatives shall be trained and suited to work in the atmosphere of the academic institution. FAMU reserves the right to request a change of personnel should FAMU deem any individual unsuitable to work in the FAMU environment.
- The contractor will ensure that any employee coming on the FAMU campus, for any reason whatsoever, is not a registered sex offender or sexual predator. The employee must have performed criminal background checks on its employees and will not allow anyone to enter FAMU property if their background indicates they would threaten others.
- The contractor will provide a biography of the local account manager and the immediate support team. There will be one (1) point of contact for all FAMU locations. FAMU reserves the right to interview local account management and/or the management team before the contract award.
- The Contractor agrees to have one of its executive-level representatives contact FAMU within twenty-four (24) hours of any request by FAMU to discuss and resolve recurring problems of critical importance.
- The Contractor shall maintain the twenty-four (24) hour availability of a responsible employee, or his/her substitute, with decision-making authority to be contacted in an emergency.
- The Contractor shall notify FAMU of the organizational line of authority for management personnel from the local representative to the representative at the highest corporate level, including contact names, telephone and cell phone numbers, and email addresses. FAMU shall promptly be informed of any subsequent changes in the company's organization.
- The Contractor's personnel will be authorized to enter the designated premises during regularly scheduled business hours, which are defined as 8:00 a.m. – 5:00 p.m., Monday through Friday, or as may be approved by FAMU Business and Auxiliary Services.
- The liaison and point of contact with the successful Contractor will be the FAMU Business and Auxiliary Services Department.

4.14 Service

- In addition to the necessary operating instructions, the Contractor shall provide each vending location with information instructing the customer to report malfunctions, comments, and request refunds.
- A voucher refund system shall be required, which will involve disbursing funds through representatives designated by FAMU. The voucher system shall include a form supplied by the Contractor and approved by FAMU to be filled out by the person making a refund claim.
- Contractor agrees to establish an easy-to-access telephone number on each machine for customers to arrange to receive refunds and resolve any credit card issues.
- All refund requests must be honored within 5 five business days of receipt. The Contractor will not question or challenge any request for a refund. The matter of an illegitimate request, if any, will be referred to the FAMU Business and Auxiliary Services Officer for equitable resolution.
- The successful Contractor shall have an answering system and/or continuously active website to receive requests for restocking or repair calls twenty-four (24) hours per day, seven (7) days a week.
- Contractor's representative(s) will keep the area décor and premises near vending machines clean of spillage and waste and always keep the machines and equipment in a clean, sanitary, neat, and orderly condition inside and out.
- The minimum restocking frequency for each vending machine will be once per month, regardless of sales, to ensure that products are within the date code and machines are in proper operating condition.
- Delivery vehicles must have professional signs with the company name identified on the vehicle.
- Cartons or trash generated by the Contractor must be removed from campus.
- A management representative of the Contractor shall conduct thorough equipment maintenance, sanitation, and merchandising inspections quarterly. Copies of such formal inspections will be provided to FAMU.
- The contractor will provide the specific addresses from which the service, support, and product will originate. The location of service and support personnel, relative to FAMU's locations, will be a consideration in the evaluation process.
- Subcontracting any awarded contract, in part or in whole, is strictly prohibited without the prior written approval of FAMU.
- Contractor personnel shall immediately report to the FAMU Business and Auxiliary Services any issues or events regarding health, safety, or foodborne illness.
- Quarterly quality assurance meetings will be held with FAMU to discuss contract compliance, performance goals, and operational issues. At the end of each contract year, the successful

- Contractor will present a written overview outlining the previous year's performance, national, regional, and local trends, and specific performance goals for the upcoming year.

4.15 Logos and Marks:

The Contractor shall receive the right to use the logos and marks of the Florida A&M University Athletics Department. The "marks" shall be royalty-free and used for mutually agreeable promotional purposes. All registered marks to be used in such promotions must be approved in writing by the Athletics Department.

4.16 Signage: Bragg Stadium – Home of FAMU Men's Football

A. Main Scoreboard: Contractor will receive:

One (1) scoreboard sign that is visible at Bragg Stadium year-round (This includes FAMU DRS [Middle School, Junior Varsity, and Varsity Football] non-FAMU athletic events hosted at the facility).

The contractor be a presenting partner on the main scoreboard permanent ad panel.

B. Concourse Level (Concessions/Restrooms): Contractor will receive:

Concourse level signage that is visible in and around the concession stands, entry gates, and the greater concourse area.

Alfred Lawson Center – Home of FAMU Men's Basketball

- a. Presenting Partner of the Main Scoreboard: Contractor will receive:
 1. Two (2) static backlit signs on the center-hung FAMU Arena scoreboard
 2. The contractor will be the only named Presenting Partner, and one (1) of three (3) partners featured on the main scoreboard permanent ad panels.
- b. Courtside Press Table: Contractor will receive two (2) backlit static courtsides press table signs (One (1) sign facing each sideline).

Home of FAMU Baseball

- a. Main Scoreboard: Contractor will receive: Two (2) scoreboard signs visible at
- b. Moore Kittles Field year-round (Including non-FAMU athletic events hosted at the
- c. facility).
- b. Outfield Wall: Contractor will receive: One (1) outfield wall sign visible at Moore Kittles Field year-round (Including even non-FAMU athletic events hosted at the facility).

FAMU Softball – Home of FAMU Softball

- a. Main Scoreboard: Contractor will receive: Scoreboard signage that is visible at the FAMU Softball Complex year-round (This includes even non-FAMU athletic events hosted at the facility).
- b. Outfield Wall: Contractor will receive: One (1) outfield wall sign visible at the FAMU Softball Complex year-round (Including even non-FAMU athletic events hosted at

the facility).

Game Day Sponsorships:

Basketball – Exclusive presenting sponsorship of one (1) man's and one (1) woman's

Basketball game per season:

- a. Four (4) public address recognitions throughout game action
- b. Two (2):10 live reads during the radio play-by-play broadcasts
- c. Two (2) on-air mentions during the weekly coach's show broadcasts
- d. One (1) on-air interview with a sponsor representative during the play-by-play broadcast
- e. Logo inclusion on Game Day roster card
- f. Sponsor inclusion in all promotional materials for a specific game
- g. Pre-game/Halftime Ceremony: Option to conduct a customized on-court ceremony
- h. Ability to give away branded promotional items for all game attendees
- i. Event marketing display in and around the arena
- j. Twenty (20) game tickets
- k. Five (5) VIP Hospitality passes

Baseball – Exclusive presenting sponsor of one (1) three (3)-game baseball series per season:

- a. Four (4) public address recognitions throughout each game of the three (3)-game series
- b. Recognition on FAMUAthletics.com the week before the game
- c. Logo inclusion on Game Day roster card
- d. Sponsor inclusion in all branded promotional materials for a specific game
- e. Ability to give away branded items to all fans in attendance (Contractor to cover premium costs)
- f. Pre-game/between innings: Option to conduct a customized on-field ceremony

Media Benefits

a. Men's Football \ Basketball Play-by-Play Broadcasts - Contractor will receive:

1. A presenting sponsor of the FAMU Sports Network. Each broadcast will begin with the broadcast partners being recognized. The contractor will receive position "A" location as a presenting partner.
2. Contractor will also be recognized heading into (at least) 10 commercial breaks (i.e., "...We'll be right back after this break on the FAMU Sports Network presented by Contractor.").
3. One (1) thirty-second (:30) pre-game and one (1) thirty-second (:30) post-game spot for each men's basketball radio broadcast (31 regular season broadcasts, total of 62 spots).
4. Three (3) thirty-second (:30) in-game spots for each men's basketball radio broadcast (31 regular season broadcasts, total of 124 spots).
5. One (1) in-game spot during each broadcast will receive position "A" placement within the commercial break. Commercial lead-in will be provided before the position "A" commercial; thus, the Contractor will receive the following mention: "We'll be right back after a message from the Contractor."
6. Two (2) season-long segment sponsorship
7. One (1):10-:15 second live read per broadcast
8. Inclusion in opening, in-game, and closing billboards

b. FAMU Coach's Show - Contractor will receive:

Primary presenting sponsor of the FAMU Coach's Show. Each broadcast will begin with broadcast partners recognized. CONTRACTOR will receive position "A" location as a presenting partner.

Contractor will also be recognized heading into (at least) two (2) commercial breaks (i.e., "...We'll be right back after this break on the FAMU Sports Network presented by Contractor).

Two (2) thirty-second (:30) spots during each "FAMU Coach's Show" radio broadcast.

One (1) spot during each broadcast will receive position "A" placement within the commercial break. Commercial lead-in will be provided before the position "A" commercial; thus, the CONTRACTOR will receive the following mention: "We'll be right back after a message from the CONTRACTOR."

Inclusion in opening and closing billboards

c. Internet-FAMUAthletics.com:

1. Logo/Banner Ad
2. Feature Sponsorship: Home Page Section Sponsorship (Fan Poll, etc.)

d. Print - Men's and Women's Basketball: CONTRACTOR will receive:

1. One (1) full-page, four-color advertisement in the football and basketball
2. Game Day program.
3. Logo inclusion on the back of schedule cards
4. Logo inclusion on the front of the schedule posters
5. Logo inclusion is located on the front cover of all ticket brochures

e. Baseball/Softball: Contractor will receive:

1. One (1) full-page, four-color advertisement in the baseball and softball
- Game Day program (placement back cover) if printed.
2. Logo inclusion on the back of schedule cards
3. Logo inclusion on the front of the schedule posters

f. FAMU Relays:

1. One (1) full-page, four-color advertisement in the FAMU Relays event
2. program (placement back cover) if printed.
3. Logo inclusion on event banners.
- 4.. Logo inclusion is visible to fans around the track during the event.
5. Exclusive product distribution by vendors inside the event to include concessions and catering.

4.17 Merchandising

The sponsor will receive season tickets to various FAMU Athletic events with this sponsorship package.

1. Men's and Women's Basketball:

- a. Eight (8) season tickets
- b. Eight (8) VIP Hospitality passes
- c. Two (2) premium parking passes for each home basketball game

2. Football

- a. 10 season tickets

- b. 10 North End-zone Club Tickets
- c. 2 Parking Passes for each home football game
- d. 6 tickets to the Florida Classic Football Game in Orlando, FL

3. Corporate Outings

- a. Invitations for one (1) four-some to the annual FAMU Scholarship Golf Tournament.
- b. Four (4) invitations to the annual Hall of Fame banquet
- c. Four (4) invitations to an annual private dinner with the Athletics Department Senior Staff
- d. University Administrators, and FAMU Coaches

4. Scoreboard Upgrades

In addition to the guaranteed athletic marketing initiatives, the successful vendor and Florida A&M University's Administration and the Athletics Department will explore options for scoreboard upgrades at all current and future intercollegiate athletic venues. These upgrades include light-emitting diode (LED), full motion video (live and recorded) capabilities, and/or similarly accepted technologies.

For the sake of this agreement, scoreboard upgrades include media and scorer's tables for the basketball arena, locker room timing devices, and/or any other technology deemed necessary by the University.

Florida A&M University Athletics Training: Annual Needs:

Sports Drink:

Powder Mix: 150 cases of assorted flavors
 Bottled drink: 250 cases of assorted flavors, 20 ounces each
 Six (6) cup holders for dispensing sports drinks and water on the sidelines
 Four (4) cooler carts for sideline dispensing/display
 300 "nipple top" type water bottles
 16 water bottle carriers

Towels:

24 dozen large towels for athletic team use
 12 dozen small towels for strength & conditioning

Water Coolers:

20 ten (10)-gallon size
 12 five (5)-gallon size
 12 regular-size ice coolers with wheels

Cups:

20 cases of eight (8) ounce size
 20 cases of 16-ounce size

100 cases of NCAA-compliant carbohydrate/protein nutrition shakes/mix

Two (2) 5'-6' refrigerators, front-opening glass door type

4.18 Financial

A. For the first year of the contract and each subsequent year, the Contractor must describe full details and estimates of annual growth assumptions, signing bonuses, vending commissions, rebates, minimum annual guarantees, scholarships, cash support, free vend coupons, and in-kind support offered to FAMU for consideration.

B. Gross sales for commission purposes shall be computed on gross receipts per electronic meter or actual cash, card, or coupon receipts, whichever is greater. Sealed electronic meters are required on all machines.

C. The Contractor assumes full liability for all taxes applicable to its property and income and is independently responsible for paying the Florida State Rent tax. This Contractor obligation will not affect the calculation of FAMU commissions earned on gross revenue after the sales tax deduction. No other deductions from gross sales will precede the calculation of commissions payable to FAMU.

D. Sales tax and the Florida use tax on commissions the successful Contractor owes will be paid directly to the Florida Department of Revenue. The Contractor is required to gain approval for a Direct Payment Permit from the Florida Department of Revenue and shall provide FAMU a copy of the approved permit.

E. Payment of commissions and all financial obligations due FAMU shall be made in full on or before the 20th day of the following month.

F. Control methods acceptable to FAMU must be installed for the collections and recordings of inventory and sales. The liability for all machines and contents, including merchandise or cash stored within the machines, shall remain the Contractor's sole responsibility.

G. A representative of FAMU Business and Auxiliary Services, or its designee, may accompany the Contractor's route service employee when cash collections are made and meter counts are recorded.

H. FAMU shall have the right to inspect the Contractor's records, meter readings, invoices, and any other accounting documentation necessary to verify sales and/or commissions. At their expense, the Contractor will file an annual audited statement rendered by a certified public accounting firm, acceptable to FAMU, for each contract year.

I. The Contractor will describe their proposed administration, terms, and conditions for marketing funds provided.

4.19 Reports

Successful Contractor(s) will provide FAMU with the following monthly reports, on or before the 20th day of the following month:

- A. Monthly cash, card, coupon, and Rattler card sales for each vending machine by identifying number and in total
- B. Year-to-date cash, card, coupon, and Rattler card sales for each vending machine by identifying number and in total
- C. Monthly statement of sales of non-taxable bottled water
- D. Meter readings used to record transactions for each vending machine (beginning and ending)
- E. Actual cash and card revenue reconciled to meter readings, indicating over and short amounts by machine
- F. Complete audit trail from total gross revenues to total net commissionable revenues and corresponding monthly commission amount earned

G. Contractor must provide samples of all financial and operational reports to be submitted.

H. The successful Contractor will reconcile these records and reports monthly with the FAMU Business and Auxiliary Services.

I. The Contractor must keep these accounting records on file at the Contractor's office and accessible for review or full audit, with or without prior notification, by FAMU for the entire contract term and three (3) years thereafter.

J. FAMU may at any time request additional supporting details, data or reports that are directly related to the Contractor's operations at FAMU. The Contractor must provide any such information within five (5) business days.

4.20 Excessive Commercialism

FAMU prides itself on the aesthetic appearance of the FAMU campus. The Contractor will not be allowed to engage in excessive promotional practices that blatantly commercialize the campus to market a product. FAMU, in its sole discretion, will determine what constitutes excessive.

4.21 Operations Plan

The Contractor shall present a detailed operations plan and sales budget for each separate business component in their offering. This plan will include details of the utilization of recent technical advances in vending equipment, proactive marketing initiatives, and service schedules utilized to maximize sales and customer satisfaction.

If requested, the Contractor shall submit a project schedule for a smooth transition of services from the current Contractor, which ensures uninterrupted service to the FAMU community.

4.22 Evaluation Criteria: Lots 1 and 2

1. Company Experience and Qualifications - 15%
 - a. Corporate and local management support structure
 - b. Contract management
 - c. Accounting/auditing systems
 - d. Product and cash control systems
 - e. Innovations
2. Service - 15%
 - a. Equipment types provided
 - b. Preventive maintenance and service provisions
 - c. Restocking schedules
 - d. Response time
 - e. FAMU customized machine graphics
 - f. Refund process
 - g. Merchandising
 - h. Operations plan and timeline
3. Total Economic Value - 50%
 - a. Vending commissions
 - b. Guarantees
 - c. Bonuses
 - d. Rebates
 - e. Retail pricing
 - f. Financial innovations
 - g. Growth Incentives
4. Technology -15%
 - a. Ratio of new, direct from the factory, equipment
 - b. State-of-the-art features
 - c. Payment options
 - d. Planned Rattler card participation
 - e. Planned Rattler card participation
 - e. Ability to electronically track machine revenue collection
 - f. Ability to electronically track inventory product preferences by location
 - g. Ability to track and machine malfunctions and corrective actions
 - g. Growth Incentives
5. Sustainability - 5%
 - a. Corporate commitment to Sustainability
 - b. Energy-saving technology

4.23 Response Form: Financial Return

Lot 1 - Cold Beverage Vending

Monthly Commission Rate	% of Sales
Advanced Commissions	\$ Per Contract Year
Guaranteed Annual Commission	\$ per year
Signing Bonus	\$ One Time
Rebate per case on Product Sold	\$ per case
Exclusive Rights Value	\$ For the Term of Contract

Energy Drinks	Sports Drinks	Other Drinks

Lot 2 - Fountain / Retail Cold Beverage Sales to FAMU or FAMU Food Service Contract Partners

Monthly Commission Rate	% of Sales
Advanced Commissions	\$ Per Contract Year
Guaranteed Annual Commission	\$ per year
Signing Bonus	\$ One Time
Rebate Per Non-Vended Case	\$ per case
Rebate Per BIB Gallon	\$ per gallon
Exclusive Rights Value	\$ For the Term of Contract

Energy Drinks	Sports Drinks	Other Drinks

Lot 3 - Athletic Sponsorship

Signing bonus	\$ One Time
Discretionary Cash	\$ Per Contract Year
Exclusive Rights Value	\$ For the Term of Contract
Provide and Maintain Scoreboards	\$ For the Term of Contract
Athletic Scholarships	\$ Per Contract Year
Marketing Fund	\$ Per Contract Year
Free Cases of Beverages	\$ Per Contract Year
Side-Line Supplies	\$ Per Contract Year
Other In-Kind Support	\$ Per Contract Year

Energy Drinks	Sports Drinks	Other Drinks

Lot 4 - Campus Wide Sponsorship

Signing bonus	\$ One Time
Discretionary Cash	\$ Per Contract Year
Exclusive Rights Value	\$ For the Term of Contract
General Scholarships	\$ Per Contract Year
Marketing Fund	\$ Per Contract Year
Free Cases of Beverages	\$ Per Contract Year

Energy Drinks	Sports Drinks	Other Drinks

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List of Vending Machines on Campus

<u>Description</u>	<u>Place</u>	<u>ASSET #</u>
FAMU Perry Paige	Perry Paige 1st Floor Glass front	203027
FAMU Parking Garage	Parking Garage	201171
FAMU Palmetto	Palmetto 3 HVV Non-Carb	203032
FAMU Foote Hilyer	Foote Hilyer 1st Floor Hvv	203002
FAMU Coleman Library	Coleman Library Staff	203018
FAMU Food Court	Food Court Left	202338
FAMU Coleman Library	Coleman Library Study Right	203017
FAMU Plant	Physical Plant Breakroom Glass front	203068
FAMU Ware Rhaney	Ware Rhaney Allied 3rd FI CSD	203063
FAMU DRS	DRS Lunchroom	203057
FAMU Towers	Towers South Glass front	203023
FAMU Alumni Center	Alumni Center	203041
FAMU Foote Hilyer	Foot Hillyer Glass front	203001
FAMU Lawson Center	Lawson Non-Carb	203008
FAMU Fred Humphries	Fred Humphries CSD	203066
FAMU College of Engineering	College of Engineering Breakroom Right	204409
FAMU Young Hall	Young Hall Inside	203053
FAMU College of Science & Tech	College of Science & Tech	
FAMU Perry Paige	Perry Paige 3FL	203026
FAMU Welcome Center	Welcome Center	201330
FAMU Food Court	Food Court Right	204106
FAMU Commons	Commons Mix Left Glass front	203012
FAMU College of Engineering	College of Engineering Breakroom Left	204410
FAMU Lee Hall	Lee Hall Glass front	
FAMU Village	Village West Glass front	203036
FAMU Police	Police HVV	203010
FAMU Cass Building	Cass Building Right HVV	203136
FAMU Allied Health	Allied Health Glass front	202335
FAMU College of Engineering	College of Engineering Cafe Right	204388
FAMU Village	Village West CSD	203035
FAMU College of Engineering	College of Engineering Cafe Left	204389
FAMU Palmetto	Palmetto 3 Glass Front	203031
FAMU Gaither Gym	Women's Athletic/Gaither	203064
FAMU Towers	Towers North Glass front	201442
FAMU Coleman Library	Coleman Library Study Left	203016
FAMU Plant	Plant Breakroom HVV	203067

FAMU Foote Hilyer	Foot Hilyer Non-Carb HVV	203020
FAMU Village	Village East Glass front	203038
FAMU Dyson Pharmacy	Dyson Pharmacy Lounge	203045
FAMU Sybil Mobley Business Bldg.	Sybil Mobley Business Bldg.	203059
FAMU DRS	DRS Teacher Lounge	203039
FAMU Allied Health	Allied Health 1st Floor Non-Carb	203062
FAMU Lawson Center	Lawson CSD	203007
FAMU Tooke's Recreation Center	Tooke's Rec Center	204012
FAMU Allied Health	Allied Health 1st Fl CSD	203061
FAMU Sampson Hall	Sampson Hall Inside	203021
FAMU Tucker Hall	Tucker Hall	203047
FAMU Palmetto	Palmetto Phase 3 CSD	203033
FAMU Police	Police Glass front	203009
FAMU General Education	GEC Bldg. 1st FL	203054
FAMU General Education	GEC Bldg. 2nd Floor	203042
FAMU Cass Building	Cass Building Left	201493
FAMU Foote Hilyer	Foot Hilyer CSD Right	203019
FAMU DRIVING RANGE	Rec Area Outside Machine	202016
FAMU Village	Village East 4th Fl Dew	201170
FAMU Towers	Towers South HVV	202134
FAMU Walter Smith	Walter Smith Architectural Bldg. Glass front	204447
FAMU Journalism Bldg.	School of Journalism	203060
FAMU Jackson Davis Hall	Jackson Davis Hall	203040
FAMU Pharmacy	College of Pharmacy 2nd Fl Glass front	237
FAMU Pharmacy	College of Pharmacy Breakroom HVV	200308
FAMU Towers	Towers North HVV	201160
FAMU Athletic Department	Athletics Dept Hallway	204422
FAMU The Set	The Set	204001
FAMU Pharmacy	College of Pharmacy Glass front	203014
FAMU Commons	Commons Non-Carb Right Glass front	203013
FAMU Fred Humphries	Fred Humphries Glass front	203048
FAMU Village	Village East HVV	
FAMU Village	Village 4FL West	203052

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:
Complete Name:
Address:
Telephone Number:
Email address:
Contact Person:

Technical specifications

Background

Scope of Services

Attachment A

Required Proposal Format

Introduction

The Proposer shall not alter the RFP in any way and shall not reproduce all or any part of the ITB in its proposal document. The contract, if any, resulting from this ITB shall attach the entire ITB and incorporate the RFP by reference.

To facilitate analysis of its proposal, the Proposer must prepare its proposal by the instructions outlined in this section. If the Proposer's proposal deviates from these instructions, such proposal may, in FAMU's sole discretion, be REJECTED.

FAMU EMPHASIZES THAT THE PROPOSER CONCENTRATES ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Proposer must use identified sections and tabs and number and label all parts, pages, figures, and tables in the proposal. Additional tabs that contain any other pertinent matters that the Proposer wishes FAMU to consider in reviewing the proposal may be appended. All Bid Responses must be submitted via the Bonfire website: <https://famu.bonfirehub.com/portal/?tab=openOpportunities>

Proposal Sections

The Proposer shall organize its proposal into the following major sections.

SUBMITTALS- Bidders must submit the documentation listed below with their bid reply. The bids are to be submitted via the Bonfire website: <https://famu.bonfirehub.com/portal/?tab=openOpportunities>

1. **Request to Proposal Acknowledgment Form**, page 1, completed, executed, and signed.
2. **Price Sheet**, including acknowledgment of amendments issued by the University.
3. Copy of **required license and background information**
4. Copy of **required insurance**.
5. Each Proposer shall submit **evidence of qualifications**. The vendor must have been in business for at least five (5) years. ***Florida A&M University reserves the right to contact these businesses, institutions, etc.***
6. Three (3) references, including name of company, contact person, and phone number.
7. Non-collusion Affidavit
8. Statement of no involvement
9. Notice of conflict of interest

Attachment B

Attachment C

Florida A&M University Price Sheet Temporary Workers

Hourly Rate for General laborer:

Monday-Friday

Per hour, per employee \$_____

Minimum hours required, if any ____ hours

Overtime Rate Per hour, per employee \$_____

Saturday

Per hour, per employee \$_____

Minimum hours required, if any ____ hours

Sunday/Holidays

Per hour, per employee \$_____

Minimum hours required, if any ____ hours

Hourly Rate for Journeymen Laborer:

If this rate is inconsistent for all Journeymen laborers, please list them separately.

Monday-Friday

Per hour, per employee \$_____

Minimum hours required, if any ____ hours

Overtime rate Per hour, per employee \$_____

Saturday

Per hour, per employee \$_____

Minimum hours required, if any ____ hours

Sunday/Holidays

Per hour, per employee \$_____

Minimum hours required, if any ____ hours

APPENDIX FORMS

Game AMENDMENTS ISSUED BY THE UNIVERSITY

Failure to acknowledge receipt and compliance with the amendments issued by the University will result in disqualification.

Amendment No. _____ Dated _____
YOUR INITIALS

COMPANY'S NAME

TYPE THE NAME OF THE AUTHORIZED REPRESENTATIVE
TO BIND THE COMPANY INTO A CONTRACT/PURCHASE
ORDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

FEID NO./SOC. SEC. NO. (ENTER APPLICABLE NUMBER)

Phone number Fax number

Email address

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,
(Name) (Title) (Name of Firm)

I can make this affidavit for my firm and its owner, directors, and officers. I am responsible in my firm for the price(s), the amount of this Response, and the preparation of the Response. I state that:

- 1) The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication, or agreement with any other Provider, potential Provider, bidder, or potential bidder.
- 2) Neither the price(s) nor the amount(s) of this Response, nor the approximate price(s) nor the approximate amount of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, bidder, or potential bidder. They will not be disclosed before the bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a Response for this contract or to submit a price(s) higher than the prices, in this Response, or to submit any intentionally high or non-competitive price(s) or other form of complementary Response.
- 4) The Response of my firm is made in good faith and not under any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Response.
- 5) _____, its affiliates, subsidiaries, officers, directors, and employees
(NAME OF FIRM)

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:

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 AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2025.

Signature of Notary

STATE OF _____

Print, Type, or Stamp Commissioned Name of Notary Public

Personally known _____ OR Produced identification _____

The type of identification produced _____

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:

- 1) Developing this Invitation to Bid; or,
- 2) Performing a feasibility study concerning the scope of work in this Invitation to Bid.

Signature

Company Name

Date

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 true and correct to the best of my knowledge. Signed on this____, day of _____, 2025.

Signature

Print Name and Title

Florida Department of State
Certificate of Status