

*Daytona State College  
Housing Corporation*

Garry Lubi, Chair  
Erik D'Aquino  
Julie Hewitt

Dr. Tom LoBasso,  
President

Tim Norton,  
Vice President Advancement &  
Executive Director, Foundation

Marty Cass,  
Vice President Finance and  
Administrative Services & CFO

Cerese Ramos  
Dean, Student Development

Chris Wainwright, Associate Vice  
President, Facilities Planning and  
Operations



DAYTONA STATE COLLEGE  
**HOUSING  
CORPORATION**

**Board of Directors Meeting  
May 17, 2022  
11:30 a.m.**

**Academic Affairs Conference Room 404E  
Wetherell Student Services & Administration Building  
Daytona Beach Campus**

AGENDA

- |      |   |                  |
|------|---|------------------|
| I.   | Call to Order   | Garry Lubi       |
| II.  | Approval of Minutes – November 10, 2021 ( <b>Tab 1</b> )<br>& December 15, 2021 |                  |
| III. | Public Participation  |                  |
| IV.  | Reports   |                  |
|      | a. Construction ( <b>Tab 2</b> )  | Chris Wainwright |
|      | b. Financials ( <b>Tab 3</b> )  | Marty Cass       |
|      | c. Operations   | Cerese Ramos     |
| V.   | For Review & Approval   | Tim Norton       |
|      | a. Contracts & Fee Schedule ( <b>Tab 4</b> )                                    |                  |
|      | i. Internship Residential Housing Contract                                      |                  |
|      | ii. 2022-2023 Student Residential Housing Contract Summer B                     |                  |
|      | iii. 2022-2023 Residence Hall Fees  |                  |
|      | iv. Laundry Services – Cooperative Procurement Agreement                        |                  |
|      | b. Recertification Agreement ( <b>Tab 5</b> )                                   |                  |
|      | c. Budget – FY 2023 ( <b>Tab 6</b> )  | Mr. Cass         |
| VI.  | Board Comments  |                  |
| VII. | Adjournment   |                  |

*In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the proceedings should contact the Vice President's Office at (386) 506-3658 or via e-mail at [Tim.Norton@daytonastate.edu](mailto:Tim.Norton@daytonastate.edu) not later than three days prior to the proceeding.*



**Board of Directors**  
**Wednesday, November 10, 2021, 11 a.m.**  
**News-Journal Center**  
**221 N. Beach Street, Classroom 130, Daytona Beach**

In Attendance: Erik D'Aquino, Julie Hewitt, Garry Lubi – Chair

Staff Attendees: Thomas LoBasso, Marty Cass, Tim Norton, Cerese Ramos, Chris Wainwright

I. Call to Order

Chair Garry Lubi called the meeting to order at 9:03 a.m.

II. Approval of Minutes – July 23, 2021

**Julie Hewitt motioned for approval, Erik D'Aquino seconded, and the motion carried.**

III. Public Participation – None Requested

IV. Reports

- a. Tom LoBasso asked for a moment of silence in remembrance of Keith Kennedy, longtime Vice President for Student Development, who died suddenly on Sunday, September 19.
- b. Tim Norton introduced Cerese Ramos, Dean of Student Development, who reported 66 applicants for student housing in response to the publishing of the application on September 13 and provided an update on progress toward hiring a Director of Student Life and Residence Hall Coordinator.
- c. Chris Wainwright provided a detailed update on construction of the student residence hall as all is on track for completion as scheduled and in line with the budget. There are some savings being realized from direct purchases, thus avoiding sales tax. FPL is in process on upgrading the electrical main to campus and in support of the student residence hall. Together with the College's Purchasing Department, the review and selection process for furnishing is on track and with the Information Technology Department the requirements for technology are being secured.

V. For Review & Approval

- a. **Annual Re-Certification Agreement between DSCHC and the College** – A revised re-certification agreement was presented for review and approval; this replacing the agreement presented in the July 23 meeting. Once approved it goes to the District Board of Trustees for

approval.

**Julie Hewitt motioned for approval, Erik D'Aquino seconded, and the motion carried.**

- b. **FY2021 Audit** – The audit for fiscal year 2021 (July 1, 2020 through June 30, 2020) was presented by Marty Cass. In a meeting in August, Chairman Lubi, District Board of Trustees Chairman Randall Howard, President Tom LoBasso, Marty Cass and Tim Norton met virtually with James Halleran of James Moore Co. to review the audit. The auditors issued a clean, unmodified opinion of the financial condition of the DSCHC.

**Julie Hewitt motioned for approval, Erik D'Aquino seconded, and the motion carried.**

- c. **Resident Contract/Lease Agreement** – The proposed resident contract/lease agreement for 2022-2023 was presented for review and approval.

**Julie Hewitt motioned for approval, Erik D'Aquino seconded, and the motion carried.**

- d. **Financial Statements & FY2022 Budget** – Marty Cass reviewed the financial statements for the period ending August 31, 2021 reporting that the budget is in line with expectations and the financial position of the DSCHC is strong. The budget is for construction only and will transition to an operations budget beginning with FY2023 (July 1, 2022 through June 30, 2023).

**These reports are provided for information.**

#### VI. Adjournment

**Julie Hewitt motioned for adjournment, Erik D'Aquino seconded, motion carried at 11:57 a.m.**



**Board of Directors**  
**Wednesday, December 15, 2021, 5:30 p.m.**  
**Hosseini Center**  
**Daytona Beach Campus**

In Attendance: Erik D'Aquino, Julie Hewitt (p), Garry Lubi – Chair

Staff Attendees: Thomas LoBasso, Marty Cass, Roberto Lombardo, Tim Norton, Chris Wainwright (p)

I. Call to Order

Chair Garry Lubi called the meeting to order at 5:32 p.m.

II. Public Participation – None Requested

III. For Review & Approval

a. **Vendor Contract – Sena-Tech, Horizon Electronic Security, Security 101 for Door Hardware & Access Control**

The Board reviewed the proposed equipment and service contracts for door hardware and access control (attached).

**Erik D'Aquino motioned for approval, Julie Hewitt seconded, and the motion carried.**

IV. Adjournment

**Julie Hewitt motioned for adjournment, Erik D'Aquino seconded, and the motion carried at 5:38 p.m.**

Present to the Board: May 17, 2022

TO: Daytona State College Housing Corporation  
District Board of Trustees

FROM: Tim Norton  
Vice President  
Daytona State College Housing Corporation

DATE: August 16, 2022

RE: Reduction in Retainage  
Perry-McCall Construction, Inc.

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**OVERVIEW:**

On March 25, 2021, the Daytona State College Housing Corporation approved Amendment #01 to the Agreement Between Owner and Construction Manager for Perry-McCall Construction, Inc. to provide construction services as Construction Manager at Risk for the Student Residence Hall on the Daytona Beach campus.

**ANALYSIS:**

The Student Housing project is nearing completion and the Certificate of Substantial Completion was signed in April 24, 2022. Per the terms of their contract, article 12.3, retainage can be reduced at substantial completion. Perry-McCall Construction, Inc. has requested a reduction in retainage in the amount of \$309,345.20.

**RECOMMENDATION:**

It is recommended that the Board approve payment for reduction of retainage for the Daytona Campus New Student Housing project in the amount of \$309,345.20 be made to Perry-McCall Construction, Inc.

TN/sd

**DAYTONA STATE COLLEGE HOUSING CORP**  
**STUDENT HOUSING CONSTRUCTION FINANCIAL REPORT**  
**4/30/2022**

	Original Budget	Budget Amendments	Amended Budget	Expenses	Encumbrances	Available Budget
<b>Construction Cost</b>						
Contractor	12,327,490.00	(2,209,021.70)	10,118,468.30	(9,156,649.93)	(961,818.37)	<b>(0.00)</b>
Owner Direct Purchases	-	2,191,544.11	2,191,544.11	(2,112,406.98)	(79,137.13)	<b>(0.00)</b>
<b>Total Construction</b>	<b>12,327,490.00</b>	<b>(17,477.59)</b>	<b>12,310,012.41</b>	<b>(11,269,056.91)</b>	<b>(1,040,955.50)</b>	<b>(0.00)</b>
<b>Furniture, Fixtures and Equipment</b>	<b>597,570.00</b>	<b>291,256.20</b>	<b>888,826.20</b>	<b>(253,694.44)</b>	<b>(608,187.33)</b>	<b>26,944.43</b>
<b>Soft Costs</b>						
Design Consultants	712,500.00	-	712,500.00	(667,334.79)	(45,165.21)	<b>0.00</b>
Legal and Accounting	50,000.00	7,134.50	57,134.50	(57,134.50)	-	*
Pre-Opening Costs	25,400.00	(24,897.94)	502.06	(502.06)	-	**
Project Development	247,212.00	(59,449.00)	187,763.00	(175,205.94)	(12,557.06)	**
Other Development Costs	35,953.00	(35,953.00)	-	-	-	**
<b>Total Soft Costs</b>	<b>1,071,065.00</b>	<b>(113,165.44)</b>	<b>957,899.56</b>	<b>(900,177.29)</b>	<b>(57,722.27)</b>	<b>0.00</b>
<b>Contingency</b>	<b>699,806.00</b>	<b>(160,613.17)</b>	<b>539,192.83</b>	-	-	***
<b>Total Before Financing</b>	<b>14,695,931.00</b>	<b>-</b>	<b>14,695,931.00</b>	<b>(12,422,928.64)</b>	<b>(1,706,865.10)</b>	<b>566,137.26</b>
<b>Financing</b>						
Capitalized Interest	704,000.00	-	704,000.00	-	-	704,000.00
Issuance Costs	36,735.00	-	36,735.00	-	-	36,735.00
<b>Total Financing</b>	<b>740,735.00</b>	<b>-</b>	<b>740,735.00</b>	<b>-</b>	<b>-</b>	<b>740,735.00</b>
<b>Reserves: Debt Service</b>	<b>836,334.00</b>	<b>-</b>	<b>836,334.00</b>	<b>-</b>	<b>-</b>	<b>836,334.00</b>
<b>Total Development Cost</b>	<b>16,273,000.00</b>	<b>-</b>	<b>16,273,000.00</b>	<b>(12,422,928.64)</b>	<b>(1,706,865.10)</b>	<b>2,143,206.26</b>

**Notes:**

\* Legal & Accounting exceeds budget by \$7,134.50 and has been deducted from Contingency.

\*\* Unused budget balances for pre-opening costs, project developments costs and other development costs were transferred to the FFE budget to accomodate the purchases needed. Amount totaled \$120,568.69.

\*\*\* Contingency budget shows a reduction of \$160,613.17 as additional funds needed to complete the purchases of FFE; the construction contingency and any other savings that may be realized cannot be utilized until the PO is closed out with the contractor at the end of the project.



## Internship Residential Housing Contract Summer 2022

The Residential Housing Contract ("Contract") is by and between Resident ("Resident") and the Daytona State College Housing Corporation ("DSCHC"), with Daytona State College ("College") acting as manager.

The Resident must be 18 years of age or older. This Contract does not become effective until accepted by DSCHC.

### Terms and Conditions of Occupancy

This Contract grants conditional and temporary occupancy and not a right of possession. The Contract shall not be deemed to constitute a lease and may not be re-assigned, transferred, or sublet.

The Contract is conditioned on Resident's compliance with the Rules and Regulations in the Daytona State College Student Housing Guide, Student Handbook, College Policies and Procedures, and local, state, and federal laws. The College reserves the right to add and enforce other reasonable rules and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the Residence Hall.

Residents must vacate the Residence Hall no later than checkout date set forth in Schedule A.

### Limitation of Liability

Although precautions are taken to maintain security of the College campus, the College does not assume any legal obligation to pay for injury to person (including death) or loss of or damage to personal property that may occur in its buildings or on its grounds prior to, during or subsequent to the Contract period.

DSCHC and the College shall not be liable to Resident, or their respective guests, for any damage, injury, or loss to person or property from any cause or for the failure or interruption of utilities, or other occurrences. Resident expressly waives all claims for such injury, loss, or damage. DSCHC and the College

do not provide insurance for Resident's personal property.

### Eligibility

Only residents in an approved College program who complete the housing application process may occupy a room.

### Check-in, Check-out

Prior to the occupation of an assigned room, the College and the Resident will complete and sign an inventory room condition report which includes the number and condition of furnishings, and the condition of the premises assigned to the Resident. This room condition report will be completed again at the end of the Resident's occupancy and will serve as the basis for determining billable damage(s) to the room and furnishings.

All Residents who will no longer occupy the Residence Hall must schedule a check-out time and follow proper check-out procedures. Personal property remaining in the Residence Hall after the period of occupancy shall become the property of the College, unless the property has been left in a designated area for which storage has been authorized in advance by the College.

Failure to check-out properly and/or return all keys by the check-out deadline will result in charges to the Resident's account.

### Housing Fees

The Resident agrees to pay fees for the assigned Residence Hall space and all other charges as provided in Schedule A – Residence Hall – Housing Fees.

All housing fees must be paid in full or in accordance with Schedule A. Failure to make payments in accordance with Schedule A will result in removal from housing. The payment schedule for internship

Residents requires that payments be made on the 1<sup>st</sup> of each month or in accordance with the weekly or monthly housing invoice due date, depending on the length of stay. The College reserves the right to prohibit move-in until and unless payment of the balance of fees under this contract is made by the Resident.

The College and Resident recognize email as an official means of communication and weekly or monthly housing invoices will be sent via e-mail in accordance with length of stay. It is the Resident's responsibility to check their email regularly in order to receive timely billing information.

### **Room Assignments & Consolidation**

The College does not guarantee specific room placement and reserves the right to assign or re-assign residents to other rooms.

Cohabitation is not permitted. Residents will be provided a bed, desk, desk chair, storage chest, and closet within a room in Residence Hall. Residents may not bring in personal furniture or remove furniture from the Residence Hall. Residents are not permitted to change rooms without completing the necessary room change request form and receiving approval for the requested change.

The College reserves the right to assign the Resident to any available space in the Residence Hall.

The College provides no guarantee that a Resident's room preference or roommate requests can be made. Housing assignments are made regardless of race, color, religion, creed, national origin, or sexual orientation in compliance with the federal laws requiring nondiscriminatory practices and the Civil Rights Act of 1964.

### **Condition of Room, Suite and Communal Areas**

Each Resident is responsible for the care and use of their assigned room, together with its furnishings, and the communal areas of the Residence Hall.

The Resident shall reimburse the College for all damages to the room or suite and damages to, or loss of, the furnishings, except those that are caused by ordinary wear and tear. The Resident is also

responsible for damage caused by their guest(s). Damage fees are assessed per the current housing fee schedule.

Residents are responsible for maintaining the cleanliness of their assigned room and suite, and the Resident shall reimburse the College for all cleaning costs in excess of normal cleaning costs if staff is required, at the College's sole discretion, to clean the room and suite. The Resident will also be required to share equally with other suite Residents the cost of repair or replacement of any College property in common areas of the suite, including, but not limited to, hallways and lounges, when the College determines that it is unable to assign liability for such damage or loss. The College, at its sole discretion, shall determine the amount of any such loss or damage. The College shall notify the Resident of any such charges, and payment is due upon such notification. The Resident also agrees to refrain from modifying the space in any way. Residents should not attempt to fix or repair any maintenance issues in their room or the residence hall and should instead notify the Residence Life Coordinator of any concerns.

### **Alcohol, Drugs and Tobacco**

Alcohol, tobacco use, vaping and other illegal drugs are not permitted on campus or within the Residence Hall. In accordance with State statutes and the Student Code of Conduct, drugs are strictly prohibited on campus, including in the Residence Hall. The Residence Hall is also a tobacco-free building (including but not limited to e-cigarettes and vaping devices). The use of any of these substances on campus is prohibited.

### **Visitation Policy**

The College strictly upholds the Residence Hall Visitor and Overnight Guest policies as stated in the Student Housing Guide. Violations of these policies and/or the unauthorized visitation of a guest or other student not assigned to the room are prohibited and may result in removal from the Residence Hall. Any unauthorized person(s) found in the Residence Hall is subject to arrest for trespassing.

### **Health & Safety/Entry of Student Rooms**

The College reserves the right to enter the Resident's suite and room to inspect, verify occupancy, make



improvements or repairs or control the room in the event of an emergency, or if there is reasonable belief that College policy or local, state, or federal law is being violated, or any other reason stated in the Daytona State College Student Housing Guide or Student Handbook. Inspections do not involve intrusion into the Resident’s personal belongings. Prohibited items (pets, firearms, oversized and unauthorized appliances, etc.) may be removed at the Resident’s expense by College personnel. Residents are notified in writing if any item is removed. College officials are legally obligated to report evidence of unlawful acts in “Plain View.” This means that if illegal items such as marijuana plants, weapons, etc. are found during a health and safety check (for maintenance reasons, or due to an emergency, or for health and safety reasons), the evidence can be seized and used against the Resident.

**Safety & Security**

The College is committed to maintaining a safe environment and will work with Residents to promote effective security of person and property in the residence hall. As such, the College reserves the right to coordinate with law enforcement officials to conduct health and safety checks of the Residence Hall. Law enforcement officials are, to the extent permitted by law, authorized to search for and seize items related to suspected illegal activity or violation of College policy, local, state, and/or federal laws (See the **Room Entry Policy** in the *Daytona State College Student Housing Guide*). Residents found to be engaging in illegal activity or violating College policy, local, state, and/or federal laws, are subject to arrest.

**Governing Law**

This Contract shall be governed by the laws of the United States, State of Florida, and incorporate the rules and regulations of the Daytona State College Housing Corporation and the College’s District Board of Trustees.

**Cancellation of Contract**

Requests to cancel the housing Contract prior to check-in date of the Contract must be made in writing to the Office of Student & Residence Life. Housing cancellation fees will apply as follows: cancellations received and processed within thirty (30) days prior to the Internship check in date

will not be charged any cancellation fees; cancellations received and processed within thirty (30) to fourteen (14) days prior to the Internship check in date will be charged 50% of the fees; cancellations received and processed within fourteen (14) days prior to the Internship check in date will be charged 75% of the fees.

The College reserves the right to cancel this Contract, and the Resident must vacate within 24 hours, if the Resident violates any College policies, rules, regulations, or procedures as set forth in the Daytona State College Student Housing Guide, Student Handbook, College policies and procedures, and local, state, and federal laws. The College may immediately remove a Resident from the Residence Hall if there are grounds to believe the continued residence of the Resident presents a clear and present danger to life or property.

Cancellation by the College may occur, but is not limited to the following:

- (a) The Resident has been arrested or charged (whether or not convicted) with a crime involving a felony or moral turpitude or where the circumstances suggest that the Resident or other students may be at risk in some way by the Resident remaining in the room; or
- (b) The Resident has not complied with the federal, state, and local laws and ordinances, and with the College Policy regarding the possession, use or distribution of illicit drugs or alcohol;
- (c) The Resident or their guests have violated College rules and regulations as set forth in the Daytona State College Student Housing Guide and Student Handbook.

Cancellation of the Contract by the College during the term of the Contract may not result in the loss of any housing fees paid by the Resident-

**Collections and/or Attorney Fees**

I understand and agree that I shall be responsible if I fail to pay my housing fees or other charges billed or any monies due and owing to Daytona State College Housing Corporation or the District Board of Trustees,

Daytona State College by the scheduled due date. I further understand and agree that I am responsible for reimbursement to the College for fees of any collection agency, for all costs and expenses, including reasonable attorney's fees the College incurs in such collection efforts for any amounts due under this Contract.

**College Remedies**

The Resident's breach of any of the obligations established by this contract authorizes the use of any remedy available by law or in equity. Additionally, if the Resident, their parent, guardian or other guarantor fails to pay housing fees or other charges as required by this Contract, the College is authorized to use any or all of the following remedies: cancellation of this Contract; removal of the Resident and their belongings from College housing. The College's failure to enforce at any time any of the provisions of this Contract, or its failure to utilize any remedy which is authorized herein, shall in no way be

construed as a waiver of such rights or in any way affect the validity of this Contract or any part hereof or the right of the College thereafter to enforce each and every such provision.

**Severability**

If any provision of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the Contract.

**Entire Contract**

This Contract with all provisions incorporated herein constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

I understand and agree to the terms and conditions of this Contract and Schedule A, and the regulations as set forth in the Student Handbook and the Daytona State College Student Housing Guide. The Daytona State College Housing Corporation and Daytona State College reserve the right to change, eliminate, or add to any reasonable rules, regulations and policies. I understand that living in campus housing is a privilege rather than a right.

\_\_\_\_\_  
Resident Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Daytona State College Representative

\_\_\_\_\_  
Date

**Schedule A  
Residence Hall – Housing Fees**

**Rooms**

**Summer Semester – A Term May 15, 2022 – June 29, 2022**

Double Suite	\$231.00 per week
Single Semi-Private Suite	\$280.00 per week

**Summer Semester – B Term June 30, 2022 – August 15, 2022**

Double Suite	\$301.00 per week/7 meals week
Single Semi-Private Suite	\$350.00 per week/7 meals week

**Administrative Processing Fee**                      **\$50**  
(Processing and background check)

**Additional Fees** ^

- Key Loss/Replacement - \$25 each key and access control card – each occurrence
- Cleaning - \$50 or more
- Carpet Cleaning, Flooring Covering Repair/Replacement – Cost
- Improper Trash Disposal - \$25 per bag
- Sticker Removal - \$50
- Furniture Damaged – Cost
- Restoring/moving furniture to original location - \$50
- Painting Room - \$300
- Patching Holes - \$100 per wall
- Door Repair - \$200
- Door Peep Hole - \$50
- Door or Window Replacement - Cost
- Window Treatments – Cost
- Fire Safety/Security Equipment Tampering – Cost
- Garbage Can, Other Items Replacement – Cost
- Closet Hardware – Cost
- Vandalism – Cost

^ Not intended as an exhaustive list



**2022-2023 Student Residential Housing Contract**  
**Summer B Term 2022**

Please read this carefully before initialing and signing this document; execution constitutes a binding agreement with the Daytona State Housing Corporation.

**Parties & Agreement**

The Student Residential Housing Contract ("Contract") represents a binding agreement between Student Resident ("Resident") and the Daytona State College Housing Corporation ("DSCHC"), with Daytona State College ("College") acting as manager.

If the Resident is under 18 years of age, this Contract is also an agreement between the DSCHC, the College and the Resident's parent(s), guardian, or other guarantor. This Contract must also be executed by the parent, guardian, or guarantor if the Resident is under 18 years of age. This Contract does not become effective until accepted by DSCHC.

**Terms of Occupancy**

This Contract grants conditional and temporary occupancy and not a right of possession. The Contract shall not be deemed to constitute a lease and may not be re-assigned, transferred, or sublet.

The Contract is conditioned on Resident observing the Rules and Regulations in the Daytona State College Student Housing Guide, Student Handbook, College Policies and Procedures, and local, state, and federal laws. The College reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the Residence Hall and for the preservation of order. The Resident agrees to abide by all additional rules and regulations that are adopted.

**Duration of Occupancy**

**This Contract is for the Summer B Term and covers residency for the Summer B Term 2022 only from move in day through 24 hours after**

**the student's last final exam of the semester.**

**The Contract does not provide for housing space during summer break, spring break or winter break.** Residents will be notified in advance as to the dates when the Residence Hall will be closed and the times that they must vacate. Exceptions may be authorized by the Dean of Student Development or their designee and may incur additional fees.

During breaks between terms and other designated closures during the academic year, the College may authorize Resident to store personal property in the room to which they are assigned, unless the College needs the room emptied. However, the College does not accept responsibility for personal possessions left in student rooms during said closures.

Residents must vacate the Residence Hall within 24 hours of withdrawal, dismissal from housing, or when no longer actively participating in classes.

**Limitation of Liability**

Although precautions are taken to maintain security of the College campus, the College does not assume any legal obligation to pay for injury to person (including death) or loss of or damage to items of personal property that may occur in its buildings or on its grounds prior to, during or subsequent to the Contract period.

DSCHC and the College shall not be liable to Resident, or their respective guests, for any damage, injury, or loss to person or property from any cause whatsoever, nor for failure or interruption of utilities, or other occurrences even if such damage is injury or loss caused by the negligence of the College or

DSCHC. Resident expressly waives all claims for such injury, loss, or damage. DSCHC and the College do not provide insurance for Resident's personal property.

**Eligibility**

Only students enrolled at the College may occupy a room. Residents must be enrolled in a minimum of twelve (12) credit hours with a minimum of nine (9) credit hours in face to face, hybrid or hyflex classes in each of the Fall and Spring academic semesters.

**For the Summer semesters students must be enrolled in a minimum of six (6) credit hours, three (3) credit hours in face to face, hybrid or hyflex classes.** Residents must maintain a minimum cumulative GPA of 2.00. Exceptions to these eligibility requirements may be authorized by the Dean of Student Development or designee.

**Check-in, Check-out**

Prior to the occupation of an assigned room, the College and the Resident will complete and sign an inventory room condition report which includes the number and condition of furnishings, and the condition of the premises assigned to the Resident. This room condition report will be completed again at the end of the Resident's occupancy and will serve as the basis for determining billable damage(s) to the room and furnishings.

All Residents who will no longer occupy the Residence Hall must schedule a check-out time and follow proper check-out procedures. Personal property remaining in the Residence Hall after the period of occupancy shall become the property of the College, unless the property has been left in a designated area for which storage has been authorized in advance by the College.

Failure to check-out properly and/or return all keys by the check-out deadline will result in charges to the Resident's account per the current Student Housing Fee Schedule.

**Housing Fees**

Housing fees are established for the entire academic year, pending DSCHC approval and may be adjusted pursuant to that approval, no later than the published move-in date. In addition, a nightly rate

may be charged for approved occupancy prior to or subsequent to the contract period, or during periods when the Residence Halls is otherwise closed.

The Resident agrees to pay housing fees for the assigned Residence Hall space and all other charges as provided in the Student Housing Fee Schedule.

All housing fees must be paid in full or in accordance with the payment schedule. Failure to make payments in accordance with the schedule will result in removal from housing. The College reserves the right to prohibit move-in until and unless payment of the balance of fees under this agreement is made by the Resident.

The College recognizes email as an official means of communication. Written copies of bills will not be provided. It is the Resident's responsibility to check the student portal regularly in order to receive timely billing information.

**Room Assignments & Consolidation**

The College does not guarantee specific room placement and reserves the right to assign or re-assign residents to other suites in the best interest of the Resident, the residential community or to make the most effective, efficient use of available space.

Cohabitation is not permitted. Residents will be guaranteed a bed, desk, desk chair, storage chest, and closet within a room in Residence Hall. Residents are not permitted to change rooms without completing the necessary room change request form and receiving approval for the requested change.

The College reserves the right to assign the Resident to any available space in the Residence Hall. In an effort to maximize space, the College reserves the right to move Residents together even though an inconvenience may be experienced.

The College provides no guarantee that a Resident's room preference or roommate requests can be made. Housing assignments are made regardless of race, color, religion, creed, national origin, or sexual orientation in compliance with the federal laws requiring nondiscriminatory practices and the Civil

Rights Act of 1964.

**Condition of Room, Suite and Communal Areas**

Each Resident is responsible for the care and use of their assigned room, together with its furnishings, and the communal areas of the Residence Hall. The Resident shall reimburse the College for all damages to the room or suite and damages to, or loss of, the furnishings, except those that are caused by ordinary wear and tear. The Resident is also responsible for damage caused by their guest(s). Damage fees are assessed per the current housing fee schedule.

Residents are responsible for maintaining the cleanliness of their assigned room and suite, and the Resident shall reimburse the College for all cleaning costs in excess of normal cleaning costs if staff is required, at the College’s sole discretion, to clean the room and suite. The Resident will also be required to share equally with other suite Residents the cost of repair or replacement of any College property in common areas of the suite, including, but not limited to, hallways and lounges, when the College determines that it is unable to assign liability for such damage or loss. The College, at its sole discretion, shall determine the amount of any such loss or damage. The College shall notify the Resident of any such charges, and payment is due upon such notification. The Resident also agrees to refrain from modifying the space in any way.

**Alcohol, Drugs and Tobacco**

Alcohol, tobacco use, vaping and other illegal drugs are not permitted on campus or within the Residence Hall. In accordance with State statutes and the Student Code of Conduct, drugs are strictly prohibited on campus, including in the Residence Hall. The Residence Hall is also a tobacco-free building (including but not limited to e-cigarettes and vaping devices). The use of any of these substances on campus compromises the learning process and the academic integrity of all students. Students found in violation of this may be referred through the appropriate Student Code of Conduct process and/or other legal processes.

**Visitation Policy**

The College strictly upholds the Residence Hall

Visitor and Overnight Guest policies as stated in the Student Housing Guide. Violations of these policies and/or the unauthorized visitation of a guest or other student not assigned to the room are prohibited and may result in a disciplinary action and/or removal from the Residence Hall.

Any unauthorized person(s) found in the Residence Hall is subject to arrest for trespassing.

**Health & Safety/Entry of Student Rooms**

The College reserves the right to enter the Resident’s suite and room to inspect, verify occupancy, make improvements or repairs, claim College property, or control the room in the event of an emergency, or if there is reasonable belief that College policy or local, state, or federal law is being violated, or any other reason stated in the Daytona State College Student Housing Guide or Student Handbook.

The College conducts periodic health and safety checks that are notified in advance with the Residents. Resident rooms are also checked immediately after closing for breaks and holidays and for maintenance, safety, and security reasons. These inspections do not involve intrusion into the Resident’s personal belongings. Prohibited items (pets, firearms, oversized and unauthorized appliances, etc.) may be removed at the Resident’s expense by the College personnel conducting the health and safety check. Residents are notified in writing if any item is removed. College officials are legally obligated to report evidence of unlawful acts in “Plain View.” This means that if illegal items such as marijuana plants, weapons, etc. are found during a health and safety check (for maintenance reasons, or due to an emergency, or for health and safety reasons), the evidence can be seized and used against the Resident in a disciplinary determination.

**Safety & Security**

The College is committed to maintaining a safe environment and will work with Residents to promote effective security of person and property in the residence hall. As such, the College reserves the right to coordinate with law enforcement officials and drug-detecting canines to conduct health and safety checks of the Residence Hall. Said law enforcement officials and drug-detecting canines

are, to the extent permitted by law, authorized to search for and seize items related to suspected illegal activity or violation of College policy, local, state, and/or federal laws (See the **Room Entry Policy** in the *Daytona State College Student Housing Guide*). Residents found to be engaging in illegal activity or violating College policy, local, state, and/or federal laws, are subject to College disciplinary action and/or arrest.

### Immunization Records

Florida law requires all students who attend a Florida college and reside on campus to receive a meningitis and hepatitis B vaccine, or submit a waiver stating that they have made an informed decision not to be vaccinated (if the student is under 18, a parent or guardian must sign the waiver).

### Incorporation of Rules and Regulations

College and Residence Hall Rules and Regulations: The College rules and regulations appearing in the most recent edition of the Student Housing Guide and/or Student Handbook and others that from time to time may be promulgated by the College are made a part of this contract and incorporated herein. Students wishing to review any of these rules and regulations prior to signing this contract may contact the College and request the respective publications or refer to the online version on the College website. In the event of a conflict between said rules and regulations and this contract, the provisions of this Contract shall control.

Other Laws, Rules & Regulations: This Contract shall be governed by the laws of the United States, State of Florida, the rules and regulations of the Daytona State College Housing Corporation, and the College's District Board of Trustees.

### Cancellation of Contract

Requests to cancel the housing Contract prior to end of the Contract period must be made in writing to the Office of Student & Residence Life. Housing cancellation fees will apply.

The College reserves the right to cancel this Contract, and the Resident must vacate within 24 hours, if the Resident violates any College policies, rules, regulations, or procedures as set forth in the

Daytona State College Student Housing Guide, Student Handbook, College policies and procedures, and local, state, and federal laws. The College may immediately remove a Resident from the Residence Hall if there are grounds to believe the continued residence of the Resident presents a clear and present danger to life or property.

Cancellation by the College may occur but is not limited to circumstances in which:

- (a) The Resident has been arrested or charged (whether or not convicted) with a crime involving a felony or moral turpitude or where the circumstances suggest that the Resident or other students may be at risk in some way by the Resident remaining in the room; or
- (b) The Resident has not complied with the federal, state, and local laws and ordinances, and with the College Policy regarding the possession, use or distribution of illicit drugs or alcohol;
- (c) The Resident ceases to be enrolled in at least twelve (12) credit hours at the College during Fall or Spring; **or six (6) credit hours at the College during Summer.**
- (d) The Resident is not in good standing with all tuition, fees and charges paid;
- (e) The Resident is dismissed from the College for any academic, or disciplinary, or other reason;
- (f) The Resident withdraws from the College or if the student shall vacate the room for longer than one week other than during a vacation without written permission of the College; or
- (g) The Resident or their guests have violated College rules and regulations as set forth in the Daytona State College Student Housing Guide and Student Handbook.

Cancellation of the Contract by the College during any part of the Academic year may not result in a refund of any housing fees paid by the Resident during the term in which they were removed. Cancellation fees will also be assessed per the

current housing fee schedule.

**Collections and/or Attorney Fees**

I understand and agree that I shall be responsible if I fail to pay my student account bill or any monies due and owing to Daytona State College Housing Corporation or the District Board of Trustees, Daytona State College by the scheduled due date. I further understand and agree that I am responsible for reimbursement to the College the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorney’s fees, the College incurs in such collection efforts for any amounts due under this Contract. I understand that my delinquent account may be reported to one or more of the national credit bureaus.

**College Remedies**

The Resident’s breach of any of the obligations established by this contract authorizes the use of any remedy available by law or in equity. Additionally, if the Resident, their parent, guardian or other guarantor fails to pay housing fees or other charges as required by this Contract, the College is authorized to use any or all of the following remedies: cancellation of this Contract; removal of

the Resident and their belongings from College housing; cancellation of the Resident’s enrollment at the College; student accounts hold; restriction of the ability of the Resident to register for classes; and withholding of the Resident’s transcript of grades, diploma, or other records maintained by the College. The College’s failure to enforce at any time any of the provisions of this Contract, or its failure to utilize any remedy which is authorized herein, shall in no way be construed as a waiver of such rights or in any way affect the validity of this Contract or any part hereof or the right of the College thereafter to enforce each and every such provision.

**Severability**

If any provision of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the Contract.

**Entire Agreement**

This Agreement with all provisions incorporated herein constitutes the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

I have read and do understand and agree to honor the terms and conditions of this Contract, and the regulations as set forth in the Student Handbook and the Daytona State College Student Housing Guide. The Daytona State College Housing Corporation and Daytona State College reserve the right to change, eliminate, or add to any existing rules, regulations, policies, fees, and other charges. Whenever it does, the College will provide as much advance notice as it considers feasible and appropriate, but it reserves the right in all cases to do so without notice. I understand that living in campus housing is a privilege rather than a right and should be treated as such. The signature(s) below represents my understanding of the above noted policies along with those in the Student Handbook, Student Code of Conduct, and the Daytona State College Student Housing Guide.

\_\_\_\_\_  
Student Name (Print)

\_\_\_\_\_  
Student ID #

\_\_\_\_\_  
Student Cell Phone Number

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature (If Student is under 18 years of age)

\_\_\_\_\_  
Date



---

Daytona State College Housing Corporation Representative

---

Date

---



**2022 – 2023 Residence Hall Fees**

**Rooms**

**Fall & Spring Semesters**

Double Suite – Two (2) Double Occupancy Rooms per Suite (4 pp)	\$5,795
Single Semi-Private Suite – Two (2) Individual Rooms per Suite (2 pp)	\$6,400
Single Private Suite – One (1) Individual Room per Suite (1 pp)	\$6,700

**Summer Semester – Two Terms, A & B**

Double Suite	\$1,100 per term
Single Semi-Private Suite	\$1,200 per term
Single Private Suite	\$1,275 per term

**Student Application Fee** \$25 – Non-Refundable

**Administrative Fee – Outside Individuals** \$50

(May apply for processing and background checks)

**Deposits Fall/Spring** \$250 – Non-Refundable

- \$50 covers costs of background check and processing
- \$200 to be held as a deposit and applied to the student’s account

**Deposits Summer**

**Summer B Term 2022** \$100 – Non-Refundable

- \$100 to be held as a deposit and applied to the student’s account

**Full Term** \$250 – Non-Refundable

- \$50 covers costs of administrative processing fees
- \$200 to be held as a deposit and applied to the student’s account

**A/B Term** \$150 – Non-Refundable

- \$50 covers costs of administrative processing fees
- \$100 to be held as a deposit and applied to the student’s account

**Cancellation** See Residence Hall Cancellation Fee Schedule (Appendix 1)

**Unauthorized Animal Fee** \$100 - per day

**Cleaning, Damage, Loss Fees**

Cost plus 25% Administrative/Overhead for cleaning, repair, and replacement.

**Sample Fees ^**

- Key Loss/Replacement - \$25 each key and access control card – each occurrence
- Cleaning - \$50 or more

- Carpet Cleaning, Flooring Covering Repair/Replacement – Cost
- Improper Trash Disposal - \$25 per bag
- Sticker Removal - \$50
- Furniture Damaged – Cost
- Restoring/moving furniture to original location - \$50
- Painting Room - \$300
- Patching Holes - \$100 per wall
- Door Repair - \$200
- Door Peep Hole - \$50
- Door or Window Replacement - Cost
- Window Treatments – Cost
- Fire Safety/Security Equipment Tampering – Cost
- Garbage Can, Other Items Replacement – Cost
- Closet Hardware – Cost
- Vandalism – Cost

^ Not intended as an exhaustive list



## Appendix 1

### 2022-2023 Residence Hall Cancellation Fee Schedule

#### Cancellation Policy

To be eligible for cancellation of a housing Contract, written notification of the decision to not enroll in classes or to not reside in the Residence Hall at Daytona State College must be received by the Office of Student & Residence Life. Registration holds will be applied for any outstanding cancellation fees. The Resident bears the sole responsibility for knowing the duration of the Contract.

Contract cancellation or release may be approved by the Office of Residence Life, but will incur appropriate prorated fees, for the student who:

- A. Does not enroll at Daytona State College
- B. Withdraws from the College – cancellation fees will apply
- C. Presents evidence of marriage or military service
- D. Is denied admission to the College
- E. Demonstrates serious extenuating circumstances for review and final disposition by the Residence Life Appeals Committee

Assessments of financial obligations for Contract cancellations are based on the semester in which the Resident began their housing Contract, the date the written notice is received, and the official check-out date, if applicable.

#### I. **Summer B Term 2022 Semester**

Housing charges for Summer B Term Semester 2022 are due and payable on or before June 1, 2022. These charges may be paid with a direct payment or financial aid award.

##### a. **Prior to Summer B Term Semester Move-In**

A 2022-2023 student with a Summer Contract who seeks to cancel their housing Contract, in writing, before May 16, 2022 will forfeit their housing deposit in its entirety and incur a \$250.00 cancellation fee.

##### b. **May 16, 2023 through first Friday of Classes**

If written notification is received from the Resident and is acknowledged by the Office of Residence Life that the Resident will not be attending the College, including enrollment in online classes, between May 16, 2022 and 12:00 noon on Friday of the first week of Summer 2022 classes, a 50% obligation of one (1) semester housing expense, plus any other applicable charges, will apply. If the Resident is due a refund, it will be processed within four (4) weeks of the official check-out date.

##### c. **First Friday of Classes through Summer Semester**

No refund will be provided if written notification is not received and acknowledged by the Office of Residence Life by 12 noon on Friday of the first week of classes.

**II. Fall Semester**

Housing charges for Fall Semester 2022 are due and payable on or before July 12, 2022. These charges may be paid with a direct payment, financial aid award or a Nelnet payment plan.

**a. Prior to Fall Semester Move-In**

A 2022–2023 student who submits a 2022-2023 Fall only or Fall/Spring housing Contract and seeks to cancel the Contract, in writing, from August 1, 2022 through the first full day of Fall classes will forfeit their housing deposit in its entirety and incur a \$500 cancellation fee.

**b. Residence Hall Opening/Move-In through the first Friday of Classes**

If written notification is received from the Resident and is acknowledged, in writing, by the Office of Residence Life that the Resident will not be attending the College, including enrollment in online classes, between the Move-In Date and 12:00 noon on Friday of the first week of classes, a 50% obligation of one (1) semester housing expense, plus any other applicable charges, will apply. If the Resident is due a refund, it will be processed within four (4) weeks of the official check-out date.

**c. First Friday of Classes through Fall Semester**

No refund will be provided if written notification is not received and acknowledged by the Office of Residence Life by 12 noon on Friday of the first week of classes.

**III. Spring Semester**

Housing charges for Spring Semester 2023 are due and payable on or before November 1, 2022. These charges may be paid with a direct payment, financial aid award or a Nelnet payment plan.

**a. Prior to Spring Semester Move-In**

A 2022–2023 student who submits a 2022-2023 Spring only or Fall/Spring housing Contract and seeks to cancel the Contract, in writing, before November 1, 2022 will forfeit their housing deposit in its entirety and incur a \$500 cancellation fee.

**b. November 1, 2022 through the first Friday of Classes**

If written notification is received from the Resident and is acknowledged, in writing, by the Office of Residence Life that the Resident will not be attending the College, including enrollment in online classes, between the November 1, 2022 and 12:00 noon on Friday of the first week of Spring 2023 classes, a 50% obligation of one (1) semester housing expense, plus any other applicable charges, will apply. If the Resident is due a refund, it will be processed within four (4) weeks of the official check-out date.

**c. First Friday of Classes through Spring Semester**

No refund will be provided if written notification is not received and acknowledged by the Office of Residence Life by 12 noon on Friday of the first week of classes.

**IV. Summer Semester**

Housing charges for Summer Semester 2023 are due and payable on or before April 17, 2023. These charges may be paid with a direct payment, financial aid award or a Nelnet payment plan.

**d. Prior to Summer Semester Move-In**

A 2022-2023 student with a Summer Contract who seeks to cancel their housing Contract, in writing, before April 17, 2023 will forfeit their housing deposit in its entirety and incur a **\$500.00 cancellation fee for full term and a \$250.00 cancellation fee for A term or B term.**

**e. April 17, 2023 through first Friday of Classes**

If written notification is received from the Resident and is acknowledged by the Office of Residence Life that the Resident will not be attending the College, including enrollment in online classes, between the April 17, 2023 and 12:00 noon on Friday of the first week of Summer 2023 classes, a 50% obligation of one (1) semester housing expense, plus any other applicable charges, will apply. If the Resident is due a refund, it will be processed within four (4) weeks of the official check-out date.

**f. First Friday of Classes through Summer Semester**

No refund will be provided if written notification is not received and acknowledged by the Office of Residence Life by 12 noon on Friday of the first week of classes.

**Withdrawal Due To Medical Reasons**

Students who are granted an approved withdrawal from the College due to medical reasons and provide proper medical documentation will incur a prorated Residential Hall invoice, including all applicable charges, based on the date that they check out of their Residence Hall room. Medical conditions that do not require withdrawal from the College are not grounds for termination of this agreement or for waiver or reduction of fees.

**COOPERATIVE PROCUREMENT AGREEMENT  
Daytona State College Housing Corporation**

**University of North Florida  
Invitation to Negotiate #19-02  
Campus Laundry Services**

As provided by the Contract Section 1.2 allowing the use of the Agreement to be extended to other institutions of higher learning and not limited to the State of Florida, and as stated in the resulting the ITN #19-02 awarded to Caldwell & Gregory dated September 4, 2018, Daytona State College Housing Corporation desires to Access the Contract between University of North Florida and Caldwell & Gregory.

Caldwell & Gregory hereby agrees to perform the services as required based on the terms of the Contract number #19-02 and as identified in the attached option proposal submitted to Daytona State College Housing Corporation. This Cooperative Agreement between Daytona State College Housing Corporation and Caldwell & Gregory is subject to the contract documents and terms and conditions of UNF #19-20. Any changes shall be submitted in writing and agreed upon by both parties.

ACKNOWLEDGED AND AGREED AUTHORIZED ACCEPTANCE SIGNATURES

<hr/>	
Caldwell & Gregory, LLC 129 Broad Street Road Suite A Manakin-Sabot, VA 23103	Daytona State College Housing Corporation 1200 W. International Speedway Blvd Daytona Beach, FL 32114
Signed: _____	Signed: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____



**Daytona State College Housing Corporation  
Option to Attach to University of North Florida**

**EQUIPMENT:**

Caldwell & Gregory, hereafter referred to as “C&G”, agrees to install in the Daytona State College Housing Corporation, hereafter referred to as “DSCHC,” Residence Hall the following laundry equipment:

- Fourteen (14) New Speed Queen Front Load Washers
- Fourteen (14) New Speed Queen Dryers
- Four (4) New Speed Queen Phone App Gateways units

**VEND RATE:**

Washers & Dryers vend rate will be \$1.25 wash \$1.25 dry

**SQ INSIGHTS PHONE APP PAYMENT SYSTEM:**

C&G will provide, install, and maintain the SQ phone App system installed in the washers and dryers. DSCHC will provide internet drops and 110v outlet in each of the (4) laundry rooms.

**COMMISSION STRUCTURE:**

C&G will pay 50% of revenue monthly, should the income exceed \$1,107 per machine in a calendar year C&G will pay DSCHC a year-end commission bonus of (85%) of all revenue, net of fees, taxes and refunds as outlined below\*, in excess of \$1,107 per machine or \$30,996 annually.

DSCHC and C&G agree that C&G shall always be entitled to retain the equivalent of one wash cycle and dry cycle per machine per day as minimum compensation for its services.

\*Any and all bank or user fees from debit and credit cards usage, transactions and phone application fees, taxes and refunds to users will be deducted from Gross Revenue prior to determining commission payments.

**TERM:**

This term shall commence on July 1, 2022 for a period of seven (7) years with no price increases, and no changes to commission structure for the duration of the Agreement.



**AGREEMENT**

This Agreement ("Agreement") is made this 25th day of January, 2019, by and between **THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida ("UNF") with a notice address of 1 UNF Drive, Jacksonville, Florida 32224, and **CALDWELL & GREGORY LLC**, a limited liability corporation with a notice address of 129 Broad Street Road, Suite A, Manakin-Sabot, Virginia 23103 ("VENDOR").

**RECITALS**

1. UNF issued its solicitation ("Bid Document") dated July 19, 2018, titled ITN 19-02 Campus Laundry Services for the provision of washer and dryer units in residential complexes. A copy of the Bid Document is attached hereto marked Exhibit "A" and incorporated.
2. In response to the Bid Document, Vendor submitted its proposal ("Proposal") dated September 4, 2018. A copy of the Proposal is attached hereto marked Exhibit "B" and incorporated.
3. On October 23, 2018, UNF issued its notice to award to VENDOR.
4. UNF and VENDOR desire to memorialize the terms of their agreement for VENDOR's delivery of, and UNF's acceptance of the commodities/services based on the Bid Document, Proposal, and Notice of Award.

**TERMS OF AGREEMENT**

In consideration of their mutual covenants and obligations, UNF and VENDOR agree as follows:

1. Recitals. The Recitals are incorporated herein by this reference.
2. Terms and Conditions. The terms and conditions of this Agreement are: the Bid Document, the Proposal, and the Notice of Award.
3. Inconsistencies. The Bid Document and the Proposal contain the following inconsistent terms, which inconsistencies are resolved in favor of the controlling document identified as follows:

<i>Inconsistent Term</i>	<i>Controlling Document</i>
Selection of washer: Option II - High Efficiency Top Load Washers (Proposal, p.103)	this Agreement
Start service dates: installation 1/17/2019; operational for students 1/21/2019	this Agreement
Wash Alert app in use: Spring 2019 semester	this Agreement

Any inconsistent terms not identified above are resolved in favor of this Agreement.

4. Authority. Each person signing on behalf of UNF and VENDOR below represents and warrants that he/she has all requisite authority necessary to bind UNF and VENDOR, respectively, to the terms of this Agreement.

<p><b>THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES</b></p>  <p>By _____ Shawn Corrigan Asmuth Director, Procurement Services</p> <p>Date: _____</p>	<p><b>CALDWELL &amp; GREGORY LLC</b></p>  <p>By _____ Printed name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	--

# Exhibit A



**UNIVERSITY OF  
NORTH FLORIDA  
PROCUREMENT SERVICES**

**Invitation to Negotiate #19-02  
Campus Laundry Services**

Please mark all sealed proposal submissions with the following information:

ITN #19-02 due  
September 4, 2018 at 2 p.m.

If Vendor is not submitting a solicitation response, Vendor should respond by returning this solicitation document and marking it "NO RESPONSE".

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## **1.0 OVERVIEW**

### **1.1 Statement of Objective**

The University of North Florida Board of Trustees (UNF or University) is issuing a competitive solicitation for Campus Laundry Services. The initial term of any agreement(s) resulting from this Invitation to Negotiate (ITN) will be for five years. The University will have the option to renew for five years upon mutual written consent of both parties to the Agreement; renewals are not automatic. The Successful Vendor is expected to have all laundry units installed and functioning by Friday, January 4, 2018. The Successful Vendor will have access to laundry facilities no later than December 14, 2017.

The following resources were created to assist with bid estimates:

- Exhibit I – Equipment Configuration (page 36)
- Exhibit II – Historical Laundry Spending (page 37)

### **1.2 Use of Agreement by Other Governmental Agencies**

At the option of the Vendor, the use of any agreement resulting from this competitive solicitation may be extended to other institutions of higher learning and governmental entities including, but not limited to, the State of Florida, its agencies and political subdivisions, counties, cities and any university in the State University System. Each entity using such agreement shall do so independently of UNF and shall be solely responsible for its own purchases.

The University reserves the right to add and/or delete elements, or to change any elements of the coverage and participation, at any time without prior notification and without liability of any kind or amount.

**2.0 DEFINITIONS****2.1 Agreement/Contract**

All types of agreements entered into by the University, regardless of what they may be called, for the procurement of materials, services, construction or the disposal of materials. The meaning of agreement or contract is interchangeable.

**2.2 Customer or Client**

Unless otherwise implied by the context of the specific provision within this ITN, "Customer" means a customer or client of the Vendor other than the University.

**2.3 May, Should**

Indicates something that is not mandatory but permissible, recommended or desirable.

**2.4 Must, Shall, Will**

Indicates a mandatory requirement; failure to meet these mandatory requirements may result in rejection of the proposal as non-responsive.

**2.5 Proposal**

The entirety of the Vendor's responses to each point of the ITN, including any and all supplemental offers or information not explicitly requested within the ITN.

**2.6 Invitation to Negotiate (ITN)**

An invitation extended to prospective contractors/vendors by the University, whether by advertisement, written solicitation, electronic media or any form of communication, to define the specifications, terms and conditions of a contract for commodities or contractual services. Cost may or may not be a consideration in the initial stages of evaluation or negotiating. An Invitation to Negotiate shall be awarded as the best interest of the University indicates and may not require numeric scoring.

**2.7 Response**

Same as Proposal.

**2.8 Successful Vendor**

Any entity who is awarded a contract under this competitive solicitation.

**2.9 University or UNF**

The University of North Florida Board of Trustees is the public body corporate of the University.

**2.10 Vendor**

Any entity who submits a timely solicitation response to this competitive solicitation.

**2.11 Vendor's Proposal**

Same as Proposal.

**2.12 Vendor's Response**

Same as Proposal.

**2.13 Website**

The UNF Procurement Services website at <http://www.unf.edu/procurement/>

### 3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

#### 3.1 Original ITN Document

UNF Procurement Services shall retain the ITN and all related terms and conditions, exhibits and other attachments in original form, in an archival copy. Any modification of these in the Vendor's submission is grounds for immediate disqualification.

#### 3.2 University Demographics / Entity Status

The University fosters the intellectual and cultural growth and civic awareness of its students, preparing them to make significant contributions to their communities in the region and beyond. At UNF, students and faculty engage together and individually in the discovery and application of knowledge. UNF faculty and staff maintain an unreserved commitment to student success within a diverse, supportive campus culture.

The University is committed to values that promote the welfare and positive transformation of individuals, communities and societies.

We value:

- The pursuit of truth and knowledge carried out in the spirit of intellectual and artistic freedom
- Ethical conduct
- Community engagement
- Diversity
- Responsibility to the natural environment and
- Mutual respect and civility.

The Fall 2017 enrollment was 16,491 students with a faculty to student ratio of 1:18. The University employs 1,228 staff members and 568 full-time faculty. For any additional demographics and information about the University, please visit the University's website at [www.unf.edu](http://www.unf.edu).

#### 3.3 Calendar of Events

Unless otherwise revised by an addendum to this competitive solicitation, the dates and times by which stated actions will be taken or completed are listed below. If UNF determines, in its sole discretion, that it is necessary to change any of these dates and times it will issue an addendum to this competitive solicitation which will be posted on the website. All times listed are Eastern Standard Time (EST).

Jul 19, 2018	Competitive solicitation released and posted to website.
Aug 3, 2018	Vendors notify UNF of intent to participate in pre-proposal conference (including number of participants) by email to Amy Lehnhoff ( <a href="mailto:a.lehnhoff@unf.edu">a.lehnhoff@unf.edu</a> ) by 5:00 p.m.
Aug 14, 2018	Mandatory pre-proposal conference to be held at the following place and time: UNF Hicks Hall, Room 1430, 4892 1st Coast Tech Pkwy, Jacksonville, FL, 32224 at 10:00 a.m. A pre-proposal site visit will immediately follow the pre-proposal conference.

- Aug 17, 2018 Last day for UNF to receive communications and/or inquiries from Vendors regarding the competitive solicitation via email to authorized UNF representative Amy Lehnhoff ([a.lehnhoff@unf.edu](mailto:a.lehnhoff@unf.edu)) by 5:00 p.m.
- Aug 24, 2018 UNF will respond to inquiries and requests for clarifications by posting an addendum on the website.
- Sept 4, 2018 Deadline to receive solicitation responses from Vendors is 2:00 p.m. with the solicitation opening immediately thereafter at UNF Hicks Hall, Suite 2950, 4892 First Coast Technology Parkway, Jacksonville, Florida, 32224. Any solicitation responses received after this date and time shall be deemed non-responsive.

Procurement Services will post notice of changes to any of the above dates and/or times and will provide advance notice of any pre-proposal meetings and evaluation committee meetings related to this competitive solicitation by posting the information on the UNF Procurement Service's website at <http://www.unf.edu/procurement> ("the Website"). Vendor is solely responsible for checking the Website periodically in order to verify whether any changes have been made to the Calendar, or whether any additional meetings have been scheduled. UNF reserves the sole discretion over the conduct of any meetings and the extent, if any; those attending may participate in such meetings.

### **3.4 Pre-Proposal Conference**

Procurement Services is conducting a mandatory pre-proposal conference for Vendors who intend to respond to this ITN on the date, time and location as noted below. Vendors must notify UNF by August 3, 2018 of their intent to participate. The purpose of the conference is to provide information and allow for questions and answers regarding terms, conditions or specifications of the ITN. Clarifications and answers to any questions will be confirmed, in writing, in the form of an addendum to the Invitation to Negotiate prior to the proposal opening. Failure to attend this meeting will result in the rejection of your proposal.

Tuesday, August 14 at 10:00 a.m.  
Hicks Hall, Room 1430  
University of North Florida  
4892 First Coast Technology Parkway  
Jacksonville, FL 32224

### **3.5 Pre-Proposal Site Visit**

A pre-proposal site visit will be held for Vendors who intend to respond to this ITN immediately following the pre-proposal conference. The purpose of the site visit is to acquaint the Vendors with the conditions under which the work must be performed. The University will not be responsible for additional compensation if the Vendor does not acquaint themselves with all the available conditions and information nor shall it relieve the Vendor from any responsibility for properly performing the work.



**3.6 Special Accommodations**

If special accommodations are needed in order to attend a pre-proposal meeting, a proposal opening or presentation, contact Procurement Services at 904-620-2730 no later than three business days prior to the event.

**3.7 Proposal Preparation Instructions****3.7.1 Vendor's Understanding of the ITN**

In responding to this ITN, the Vendor accepts full responsibility to understand the ITN in its entirety and in detail, including making any inquiries to the University as necessary to gain such understanding. Questions regarding the terms, conditions or specifications of this ITN document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions on August 17, 2018.

**3.7.2 University Provides Information in Good Faith without Liability**

All information provided by the University in this ITN is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for use of any information or for any claims based on the information.

**3.7.3 Verbal Communication**

Vendors are not entitled to rely upon communications from the University except as provided by the University in writing.

**3.7.4 Questions, Communications and Inquiries between the University and Vendors**

All Vendor inquiries, questions and requests for clarification related to this ITN shall be directed, in writing, to Amy Lehnhoff ([a.lehnhoff@unf.edu](mailto:a.lehnhoff@unf.edu)) no later than the stated deadline for questions on August 17, 2018.

**3.7.5 Addenda and the University's Response to Communications from Vendor**

The University will make a good faith effort to provide a written response to each question or request for clarification that requires an addendum within the time frame set forth in Section 3.3.

The University has no obligation to furnish addenda by any other means than posting to its Website.

The University will not respond to any questions/requests for clarification that require an addendum after the date identified in Section 3.3.

**3.7.6 Pricing and/or Revenue Proposal**

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, Vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the Vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the Vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the Vendor. The University may accept or reject, in part or entirely, the Vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the initial ITN opening date and time. However, during the negotiation phase of the ITN process, favorable changes in pricing and/or revenue offers will be considered and/or expected. Unless otherwise specifically proposed by the Vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the Vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

**3.7.7 Revisions to the ITN**

The University may revise any part of this ITN for any reason by issuing addenda. The University will communicate additional information and addenda to this ITN by posting them on the Website.

Vendors are responsible for the information contained in such addenda. The University is under no obligation to communicate such addenda to Vendors other than posting to the Website. The University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting therefrom. The University shall reject Vendors' responses to addenda if such responses are received after the ITN opening date and time.

**3.7.8 Attention to Terms and Conditions**

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions, Section 4 of this ITN. Questions regarding the terms, conditions or specifications of this ITN document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions on August 17, 2018.

Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected by the University at its sole discretion and

render the vendor ineligible for evaluation or award. When there are no stated exceptions in the proposal it shall be assumed that the vendor will comply with the requirements without qualification and may not re-negotiate contract terms after best and final offers have been submitted or during the signing of a contract agreement, if awarded.

### **3.7.9 Required Signature**

The University may reject any Vendor's response if it is not fully completed and signed with legal authority where indicated.

### **3.7.10 Proposal Organization**

Original proposal and all copies must be on 8 ½ x 11 text weight paper using binding tabs that will facilitate the distribution and evaluation of the proposals.

## **Response Format**

- Submit one original and five copies of the Vendor's proposal in hard copy form. The original response must contain an original manual signature of the authorized person signing the proposal and one electronic copy of the entire proposal (including pages 39-40) on a jump drive, preferably in PDF format.
- The outer carton of the response must include the ITN number and title, company name and due date/time.
- The Vendor's response must include the information and required submittals described, tabbed and numbered as indicated in "Tabular/Paginated Format" shown below with all information appearing in the tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped or divided in any way.
- All information and required submittals requested must be in hardcopy and included in your written response.
- Information submitted that is not requested by the University may be considered to be supplemental and not subject to evaluation by the committee members.
- If there is any information or required submittals which, due to size or binding, cannot be incorporated following the proper tab, the Vendor must provide information following the numbered tab telling the evaluator where the information can be found in the response.
- Paper copies of responses must be tabbed, headed and numbered exactly as outlined in each section and the required information must be provided in the section under which it was requested by University. Responding companies may not combine or reorganize the headings and/or requests for information or indicate that the information will be included in another section.

Failure to adhere to these conditions may cause your response to be rejected without further evaluation.

## **Tabular / Paginated Format**

- **Tab 1:** A one to two-page executive summary of the Vendor's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the ITN and how the Vendor plans to address the University's requirements.
- **Tab 2:** All required completed and signed forms in 6.0 Certification and Forms (pages 34-37).

- **Tab 3:** Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Please include the organizational chart beginning with your account management team through CEO of your company. This should include the person who would be recommended as the Proposal's Contract Management Coordinator.
- **Tab 4:** Corporate Governance Documents, including Vendor's W9 form and Vendor Application (both available on the UNF Procurement Services website), and Certificate of Good Standing from Vendor's state of incorporation, if other than Florida.
- **Tab 5:** A listing of the company projects/customers similar in size and scope to the services described in the ITN, both current and past customers. This list must include the name, address, telephone and email address of the client contract administrator. If applicable, please list examples of services rendered in the State of Florida, particularly with institutions of higher learning.
- **Tab 6:** Describe the process of producing "best value" for the University and its users through creative marketing, small business and diversity programs, "green" initiatives, and/or other programs.
- **Tab 7:** Describe any financial considerations and flexibility of the Vendor.
- **Tab 8:** Determine University commission percentage and free-laundry option unit price (pages 39-40).

#### **3.7.11 Authority to Negotiate**

Representatives of the Vendor(s) selected to participate in oral negotiation(s) shall first be required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the Vendor's best and final offer (See Section 3.16.10). The University shall not enter into extensive contract negotiations with the selected Vendor(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, the University reserves the right to immediately cancel the award and to place the company on the University's suspended Vendor list.

Company negotiators must enter the negotiations with authority to bind. The University reserves the right to immediately terminate negotiations with any company whose representative is not empowered to, or who will not, make decisions during the negotiation session. The University may elect not to solicit a best and final offer from any Vendor whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

#### **3.7.12 Collusion Prohibited**

In connection with this ITN, Vendor collusion with other Vendors or employees thereof, or with any employee of the University, is prohibited and may, at University's option, result in Vendor disqualification and/or cancellation of award. Any attempt by the Vendor to subvert or skirt the principles of open and fair competition may result in Vendor disqualification and/or cancellation of award.

**3.7.13 Conflict of Interest**

In connection with this ITN, each Vendor shall ensure that no material conflict of interest exists between or among the Vendor, the University and any other party to this ITN. The University reserves the right to determine the materiality of such conflict and to decide whether or not Vendor disqualification and/or cancellation of award shall result.

**3.7.14 Corrections, Changes, and Providing Information on Forms within the ITN**

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink in providing information directly on pages, or copies thereof, contained within this ITN.

**3.7.15 Solicitation Security**

Intentionally left blank.

**3.7.16 Performance and Payment Bond.**

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**3.7.17 Anti-Kickback**

Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

**3.8 Proposal Submission and Subsequent Opening**

Proposals must be sealed and delivered to the University at the address set forth in Section 3.3 or prior to 09/04/2018 at 2:00 p.m. The University shall not accept proposals received by facsimile or email. The University shall, at the specified opening date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which Vendors have responded. The University will make no immediate decision at such time and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides Notice of Intended Decision or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, at which time Vendor proposals become public record as set forth in §119, Fla. Stat. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the opening date and time and will not consider such proposals. The University reserves the right to retain or dispose of such unopened proposals at its discretion; however, the University may return such proposals to their Vendors at such Vendor's request and at no cost or expense whatsoever to the University.

If only one proposal is received, Procurement Services may delay the opening in order to determine why other Vendors did not respond and to encourage other Vendors to respond.

Each proposal package submitted must clearly show the proposer's company name, proposal number and opening date and time on the outside. Each proposer is fully responsible for ensuring that its proposal is timely received and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method whether by US Mail, public carrier or otherwise.

More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one proposal for the same work will be cause for rejection of all proposals in which such offerers are believed to be involved.

### **3.9 Proposal Costs**

The University is not liable in any manner or to any extent for any cost or expense incurred by any Vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this ITN. Such exemption from liability applies whether such costs are incurred directly by the Vendor or indirectly through the Vendor's agents, employees, assigns or others, whether related or not, to the Vendor.

### **3.10 Faxes or Emails Not Accepted; Sealed Proposals Required**

The University shall NOT accept proposals received by fax or email or proposals NOT contained in sealed envelope(s) or other sealed packaging.

### **3.11 Number of Proposal Copies to be Submitted**

Vendors are to submit one original and five copies. One additional copy of the initial response on a jump drive, preferably in PDF format, is also required.

### **3.12 Bindings and Marking**

Vendors shall ensure that the original and each copy are individually bound. When submitting a proposal, Vendors shall ensure that proposals are clearly marked; for example, as "Original of ITN # 19-02", "Copy One of ITN #19-02".

### **3.13 Marking of Envelopes**

Vendors shall ensure that the sealed submittal envelope(s) or package clearly and conspicuously displays the following identifying information in addition to any other information otherwise required for transmittal:

ITN# 19-02 Campus Laundry Services

September 4, 2018 at 2 p.m.

### **3.14 Withdrawal of ITN**

Vendors may withdraw their proposals any time prior to the ITN opening date. Vendors may request to withdraw their proposals after the ITN opening date and time prior to selection and Notice of Intended Decision. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future ITN's to such Vendors.

**3.15 University's Right to Use Vendor's Ideas/Proprietary Information**

If the Vendor needs to submit proprietary information with the proposal, the Vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Selection or rejection of the proposal shall not affect the University's right of use; provided, however, that the University will, in good faith and to the extent allowed by law, honor the confidentiality of any Vendor information that is clearly designated and conspicuously labeled as proprietary. Vendor information labeled proprietary shall be maintained as confidential subject to limitations in Florida and Federal law, including the Florida Public Records law and the order of any court of competent jurisdiction. Pricing information cannot be considered proprietary. The University shall not be liable in any manner, or in any amount, for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know, or could not have reasonably known, that such information was proprietary.

**3.16 Evaluation Process and Award****3.16.1 Contractual Intent/Right to Terminate and Recommence ITN Process**

The University intends to contract with one Vendor whose proposal is considered to be in the best interest of the University. However, the University may terminate this ITN process at any time up to Notice of Intended Decision, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder.

**3.16.2 Effective Period of Proposals**

Under this ITN, the University shall hold that Vendors' responses to this ITN shall remain in effect for a period of 90 days following the opening date in order to allow time for evaluation, approval and award of the contract. Any Vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

**3.16.3 Errors and Omissions in Vendor's Proposals**

The University may accept or reject any Vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions or other problematic information. The University may decide upon the materiality of such errors, omissions or other problematic information.

**3.16.4 Determination of, and Information Concerning, Vendor's Qualifications**

The University reserves the right to determine whether a Vendor has the ability, capacity and resources necessary to fully perform any contract resulting from this ITN. The University may request from Vendors information it deems necessary to evaluate such Vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any Vendor's proposal for which such information has been requested but which the Vendor has not provided. Such information may include, but is not limited to:

- Financial resources
- Personnel resources

- Physical resources
- Internal financial, operating, quality assurance and other similar controls and policies
- Resumes of key executives, officers and other personnel pertinent to the requirements of the ITN
- Customer / Client references
- Disclosure of complaints or pending actions, legal or otherwise, against the Vendor.

### **3.16.5 Apparently Conflicting Information Obtained by Vendor**

The University is under no obligation whatsoever to honor or observe any information that may conflict, or appear to conflict, with any provision herein, regardless of whether such information be obtained from any office, agent or employee of the University. Such information shall not affect the Vendor's risks or obligations under an agreement resulting from this ITN.

### **3.16.6 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions**

Any Vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted, in writing, by the University and thereafter incorporated into any contract resulting from this ITN.

### **3.16.7 Method of Award**

The evaluation of each response to this ITN will be based on its overall competence, compliance, format and organization taking into consideration the evaluation criteria listed below. Cost may or may not be a consideration in the initial stages of the evaluation or negotiating. The Award shall be made to the responsible Vendor whose proposal is determined to be the most advantageous to the University and may not require numeric scoring. Further detail on scope of work and requirements listed in Section 5.0.

## **Evaluation Criteria**

### **A. Experience and Qualifications**

The University is seeking responses from companies who regularly conduct laundry vending businesses and currently serve institutions of higher education. Vendor shall provide a general statement of experience which shall include a verifiable statement and description of the Vendor's experience in providing laundry services to students residing in college/university housing facilities. The statement shall also provide a list of current southeastern United States college and university washer and dryer vending client accounts. Additionally, please provide three (3) current references from institutions of a comparable size.

### **B. Management Support and Reporting**

Vendor shall list personnel dedicated to serving the University. All records, reports and budgets submitted by the Successful Vendor to UNF will follow the Contract Year (Jan-Dec) for year-to-date numbers.



**C. University Commission**

Vendor shall pay the University commission of at least 50% of laundry revenues. The proposed percentage to be noted on Exhibit III.

**D. Equipment**

Vendor should list washer and dryer models in the submittal. The University welcomes various appliance types that meet a high-quality standard. The University may request a Vendor demonstration of the equipment. The demonstration will be at the sole expense of the Vendor and required within five (5) business days after request by the University.

**E. Repair Services**

Vendor will include response personnel and contact methods in submittal. See Section 5.6 for further detail.

**F. Card System and Laundry Notification**

Vendor's hardware and software shall interface with University systems. Vendor shall propose a laundry notification system for students to check the status of equipment and wash/dry time.

**G. Sustainability**

Since its founding in 1972, the University of North Florida has strived to protect the natural environment. In 2010, then President John A. Delaney signed the American College and University Presidents' Climate Commitment. The commitment is a high-visibility effort to address global climate disruption undertaken by a network of colleges and universities that have made institutional commitments to eliminate net greenhouse gas emissions from specified campus operations, and to promote the research and educational efforts of higher education to equip society to re-stabilize the earth's climate. See Section 4.17 for further information.

**H. Unique Products and Services**

The University welcomes the proposal of additional incentives and services in the Vendor's submittal. This may include, but is not limited to, enhancements to the student laundry vending experience and educational resources for resident assistants (RAs) and/or building occupants.

**3.16.8 Selection, Negotiation, Additional Information**

Although the University reserves the right to negotiate with any Vendor(s) to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive Vendor(s) without further discussion, negotiation or prior notice. The University may presume that any proposal is a best-and-final offer.

**3.16.9 Pre-Award Presentations**

The University reserves the right to require presentations from the highest ranked Vendor(s) in which they may be asked to provide information in addition to that provided in their proposals. Such presentations may include discussions relating to proprietary information, ability to perform and specific provisions of a Vendor's response. Presentations are not public meetings.

**3.16.10 Pre-Award Negotiations**

The University reserves the right to negotiate prior to award with the highest ranked Vendor(s) for the purpose of addressing the matters set forth in the following list, which may not be exclusive:

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from Vendors
- Obtaining the lowest and best pricing and/or revenue agreement

**3.16.11 Notice of Intended Award Decision**

A Notice of Intended Decision will be posted for review by interested parties on the University Procurement Service's website at [http://www.unf.edu/procurement/Bids\\_and\\_Notices.aspx](http://www.unf.edu/procurement/Bids_and_Notices.aspx) and will remain posted for a period of three business days (72 hours). The University has no obligation to furnish this information by any other means than posting to this website.

**3.16.12 Protests**

Any vendor / interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision or intended decision shall file a protest in compliance with the University of North Florida regulations. Failure to file a protest in accordance with UNF Regulation 13.002R, or failure to post the bond or other security as required in UNF Regulations 13.002R and 13.003R shall constitute a waiver of protest proceedings.

**3.16.13 Vendor's Need to Use Proprietary Rights of the University**

All information proprietary to the University and disclosed by the University to any Vendor shall be held in confidence by the Vendor and shall be used only for purposes of the Vendor's performance under any contract resulting from this ITN.

**3.16.14 Open Meetings Requirement**

Pursuant to §286.0113, Fla. Stat., evaluation committee meetings are not open to proposers or other members of the public when negotiation strategies are discussed, any portion of the meeting involves negotiation with a vendor, at which a vendor makes an oral presentation, or at which a vendor answers questions.

A complete recording (i.e. audio recording or transcript) must be made of these closed meetings. These recordings are exempt from disclosure under the public records law (see Section 4.33) until Procurement Services posts Notice of Intended Decision or until 30 days after final sealed replies are all opened, whichever occurs first. If all sealed replies are rejected, the recordings remain exempt until Procurement Services posts a notice of a decision concerning the reissued ITN or until Procurement Services withdraws the reissued ITN. The exemption period cannot exceed 12 months after the initial Procurement Services notice rejecting all replies.

**3.16.15 Preference for Florida Based Vendors for Purchases of Personal Property**

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**4.0 AGREEMENT TERMS AND CONDITIONS**

The following are the terms and conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement, Best and Final Offer, Addenda to ITN, Invitation to Negotiate.

**4.1 Actions of Successful Vendor**

The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

**4.2 Advertising; Use of University Marks**

The Successful Vendor shall not advertise or publish information concerning the Agreement including, without limitation, advertising that the University is a customer or client of Successful Vendor and shall not utilize University marks without prior written consent of the University.

**4.3 Certification**

By signature on the "Proposal Certification" form included under Section 6.0, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

**4.4 Conflict of Interest**

The award hereunder is subject to the provisions of §112, Fla. Stat. Vendors must disclose with the proposal the name of any officer, director or agent of Vendor who is, or whose spouse or child is, an employee of the University. Further, all Vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of 5 percent or more in the Vendor's firm or any of its branches.

**4.5 Drug Free Workplace**

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision substantially the same as this statement in any and all subcontracts permitted for the performance of the work.

**4.6 Non-Discrimination Equal Opportunity and Diversity Statement**

The University of North Florida is committed to providing an inclusive and welcoming environment for all who interact in our community. To accomplish this intent, UNF conforms to both the spirit and the letter of all laws and regulations that prohibit discrimination and harassment on the basis of genetic information, race, color, religion, age, sex, disability, gender identity/expression, sexual orientation, marital status, national origin or veteran status in any program, service or activity it offers. Similarly, UNF will not commit or permit retaliation. The contracting party will adhere to such provisions and provide to the University, upon request, evidence of compliance federal and state law and University provisions. A failure to so adhere or to provide such evidence shall constitute a material default under the agreement.

**4.7 Federal, State and Local Taxes, Licenses and Permits**

The Successful Vendor is solely responsible for complying with all applicable laws, rules, regulations, and ordinances (including, but not limited to those on taxes, licenses and permits), as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that it is duly licensed by any regulatory body governing its performance during the term of this Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

**4.8 Inspection; Audit; Document Retention**

The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. The University and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to inspect such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor's business operations. The Vendor agrees to retain any documents relevant to the Agreement for a period of at least three years after the final payment or termination of the Agreement, whichever is later. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor's invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to the Agreement.

**4.9 Liens**

Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

**4.10 Modifications**

The Agreement can be modified or rescinded only by a writing signed by either parties or their duly authorized agents.

**4.11 Affirmative Action**

The University of North Florida and its vendors, contractors and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified

protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

The University of North Florida and its vendors, contractors and subcontractors shall abide by the requirements of 41 CFR 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

#### **4.12 Ownership of Documents**

All drawings, maps, sketches, documents, records, programs, database, reports and other data developed or purchased under this Agreement, for or at the University's expense, shall be and remains the University's property without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

#### **4.13 Sales and Use Tax**

The Successful Vendor agrees to comply, and to require all of his subcontractors to comply, with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor, or any subcontractors, to comply with the provisions of any and all said laws. The University is exempt from state sales, excise and use taxes.

#### **4.14 Sexual Harassment**

Federal law and the regulations and/or policies of the University prohibit sexual harassment of University employees or students or other persons on the University campus. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University Vendors, subcontractors and suppliers are required to exercise control over their employees so as to prevent acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to remain off University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease. Successful Vendor shall protect and indemnify the University, its officers and agents to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any actual or alleged sexual harassment by Successful Vendor, its subcontractors, suppliers, their employees and agents.

#### **4.15 Small Business**

The University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses, in the provision of goods and services. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses.

#### **4.16 Smoking Policy**

The University of North Florida is designated Smoke -Free. The act of smoking is prohibited on University controlled properties.

- This regulation applies to all members of the University community which includes faculty, staff, students, volunteers, contractors and visitors.
- The use of smoke-free electronic cigarettes is permitted outdoors only.
- The sale of smoking products is prohibited.
- The free distribution of smoking products is prohibited.
- Smoking related advertising or sponsorship is prohibited.

For the complete regulation, see [http://www.unf.edu/president/policies\\_regulations/01-General/1\\_0140R.aspx](http://www.unf.edu/president/policies_regulations/01-General/1_0140R.aspx)

#### **4.17 Sustainability Preferences**

The University's procurement directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in recycled products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare, and the conservation of energy and natural resources, to use and promote environmentally responsible products as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

#### **4.18 Assignment Delegation**

No right or interest in the Agreement shall be assigned, or delegation of any obligation made by Successful Vendor, without the University's written consent. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### **4.19 Assignment of Anti-Trust Overcharge Claims**

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser. Therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

#### **4.20 Force Majeure**

Neither University nor Successful Vendor shall be responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

#### **4.21 Furnish and Install**

The items specified in this solicitation will be provided on a furnished and installed basis. The Successful Vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the Successful Vendor. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

#### **4.22 Indemnification/Hold Harmless**

The Successful Vendor shall indemnify, defend, and hold harmless the University, the University's Board of Trustees, the Florida Board of Governors and the State of their officers, agents, and employees, ("Indemnified Parties") from and against any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or

litigation expenses, which may be brought, or made against or incurred, on account of loss of or damage to, any property or for injuries to, or death, of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, breach of contract, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

The University does not indemnify or hold the Vendor harmless from loss, damage, injury or otherwise that Vendor suffers arising in connection with the Agreement. The University does not agree to enlarge the scope of the waiver of sovereign immunity provided in §768.28, Fla. Stat.

#### **4.23 Insurance Requirements**

The Successful Vendor shall purchase from, and maintain with, a company or companies lawfully authorized to do business in Florida and acceptable to the University such insurance as will protect the Successful Vendor from claims arising out of, or resulting from, the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least 30 days prior to the date that each applicable insurance policy is scheduled to expire. The University must be named "additional insured" on automobile and general liability policies by written policy endorsement with a copy of the endorsement page provided to the University. The University shall not be liable for any deductibles or retentions to any insurance policies carried by the Vendor.

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage for limits equal to the greater of

- Each occurrence: \$1 million
- Products: \$1 million
- Damage to premises: \$500,000
- General aggregate: \$2 million
- The "COMMERCIAL GENERAL LIABILITY" box must be checked
- The "OCCUR" box must be checked

Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Successful Vendor shall secure and maintain for the life of this Agreement valid Worker's Compensation Insurance as required by §440, Fla. Stat.

Automobile Liability - The Successful Vendor shall secure and maintain during the life of this Agreement Automobile Liability insurance on all vehicles against bodily injury and property damage:

The box(es) that is/are checked must include a check in the box for Any Auto or All Owned, Hired and Non-Owned Autos

- Combined Single Limit coverage: \$1 million.
- If separate Bodily Injury and Property Damage limits are purchased, each must be \$1 million.

Additional Coverage - The Successful Vendor shall secure and maintain for the term of this Agreement any additional insurance coverage required elsewhere in the RFP.

#### **4.24 Protection of Property**

The Successful Vendor shall at all times guard against damage or loss to the property of the University, or of others or Vendors, and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

#### **4.25 Labor Disputes**

Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

#### **4.26 Compliance with Laws, University Regulations and Policies**

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances and regulations affecting the rights of their employees and shall protect and indemnify the University, its officers and agents to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any violation thereof.

The Successful Vendor's employees, and any other persons in or about the University's premises at the instance or request of Successful Vendor, shall conform to all regulations and policies established by the University to govern the general conduct of persons in or about the University's premises. University Regulations and Policies are available on the University's website at [www.unf.edu](http://www.unf.edu).

#### **4.27 No Replacement of Defective Tender**

Every tender of goods must fully comply with all provisions of the Agreement as to the time of delivery, quantity and the like. A tender that does not fully conform shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

#### **4.28 No Waiver of Right by the University**

No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.

#### **4.29 Parking**

The Successful Vendor shall obtain all parking permits and/or decals that may be required while conducting business on University premises. The Successful Vendor should visit <http://www.unf.edu/parking> for additional information.

#### **4.30 Payment Terms**

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. The University shall mail the Successful Vendor's payment within 40 days after receipt of



an acceptable invoice and receipt, inspection and acceptance of the goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to mail payment within 40 days shall result in the University paying interest at the rate established pursuant to §55.03(1), Fla. Stat. These provisions apply only to any undisputed amounts for which payment has been authorized.

**4.31 Prior Course of Dealings**

No trade usage, prior course of dealings or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting Agreement.

**4.32 Public Entity Crime**

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs or leases, and may not be awarded or perform work as a Vendor, supplier, subcontractor or consultant for the University for a period of 36 months from the date of being placed on the convicted list. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person, who is active in its management and who has been convicted of a public entity crime (UNF Regulation 13.0010R (II)(4)).

**4.33 Public Records**

All proposal information submitted and opened becomes subject to the Public Law set forth in §119, Fla. Stat. The Agreement may be unilaterally canceled for refusal by Vendor to allow public access to all documents, papers, letters or other materials subject to the provisions of §119, Fla. Stat. and made or received by the Vendor in conjunction with the Agreement.

IF THE CONTRACTING PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT UNF'S OFFICE OF THE GENERAL COUNSEL, 904-620-2828, [KSTONE@UNF.EDU](mailto:KSTONE@UNF.EDU), 1 UNF DRIVE, JACKSONVILLE, FLORIDA 32224.

To the extent applicable, (i) the party contracting with UNF will comply with all obligations imposed on contractors set forth in Florida Statutes Section 119.0701(2)(b), relating to public records, and (ii) the parties will be governed by and comply with the protocol established in Florida Statutes Section 119.0701(3) for public records requests.

**4.34 Referencing of Orders**

For each order issued against an Agreement resulting hereunder, the University intends to reference this ITN for pricing, terms and conditions, delivery location and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions and particulars shall not be affected and no liability of any kind or amount shall accrue to the University.

**4.35 Remedies and Applicable Law**

The Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida and the regulations of the Florida Board of Governors and the University. The University and

Successful Vendor shall have all remedies afforded each by said law. The venue of any action or litigation commenced to enforce the Agreement is Duval County, Florida.

**4.36 Right of Inspection**

University has the right to inspect the goods at delivery before accepting them.

**4.37 Right of Offset**

The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement or any other debt owing the University including expenses, costs and damages described in the termination provisions contained herein.

**4.38 Shipment under Reservation Prohibited**

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

**4.39 Specifications: Brand Name or Acceptable Alternate**

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance and characteristics desired. It is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting Vendor. Such proposer(s) who is/are offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the Vendor proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

**4.40 Successful Vendor to Package Goods**

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address, (b) consignee's name, address and purchase order number; (c) container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

## **4.41 Termination**

### **4.41.1 Convenience**

The University reserves the right to terminate the Agreement, in whole or part, at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision. Successful Vendor acknowledges and agrees that receipt of just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination by University for convenience constitutes fair and adequate consideration and mutuality of obligation to support the Agreement.

### **4.41.2 Default**

The University reserves the right to terminate the Agreement, in whole or in part, due to (a) the failure of the Successful Vendor to comply with any term or condition of the Agreement including, without limitation, any breach of a warranty or representation or (b) the failure of the Successful Vendor to make reasonably satisfactory progress in performing the Agreement. The University shall provide written notice of the termination stating grounds for the termination to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of, and be delivered to, the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services, together with reasonable attorney's fees and costs associated with the collection of such excess costs.

### **4.41.3 Gratuities**

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities in the form of entertainment, gifts, loans, rewards, promises of future employment, favors or services were offered, or given, by the Successful Vendor or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

### **4.41.4 Insolvency**

The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in

bankruptcy is filed against Successful Vendor and not discharged within 30 days; of if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; of if a receiver is appointed for Successful Vendor or its business.

#### **4.41.5 Legislative Appropriation**

Obligations of the University under the Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

#### **4.41.6 Stop Work Order**

The University may at any time, by written order to the Successful Vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of 90 days after the order is delivered to the Successful Vendor and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

#### **4.41.7 Suspension or Debarment**

The University may by written notice to the Successful Vendor, immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity including, but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

#### **4.41.8 Continuation of Performance through Termination**

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination as directed in the termination notice.

#### **4.42 Title Risk of Loss**

The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point, or points of delivery.

#### **4.43 Representations and Warranties**

In addition to any implied warranties, Successful Vendor represents and warrants:

- The goods furnished will conform to the specifications, drawings and descriptions listed herein and to the sample, or samples, furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
- All personnel engaged in the performance of this Agreement shall be qualified to perform the services rendered and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- All information and documentation supplied by Vendor to the University in the solicitation is true and correct and Vendor has not failed to disclose any matter which, if known to the University, would disqualify Vendor from participation in the ITN.

**4.44 No Limitation of Liability; Mutuality of Remedies**

The University does not consent to any limitation of the liability of the Successful Vendor for injury, loss or damage arising in connection with the Agreement, any breach of the Agreement or any breach of any representation or warranty by Successful Vendor. The University does not consent to limitations on the amount of money damages or to limitations on its right to recovery special, incidental, indirect, consequential or exemplary damages when proven. Nothing in the Agreement shall be construed to deny to Successful Vendor or the University any remedy available to either under the laws of the State of Florida.

**4.45 Governing Law**

The Agreement shall be construed in accordance with and governed by the substantive laws of the State of Florida without regard to conflict of laws principles.

**4.46 Confidentiality**

The University is governed by the Florida Public Records Law, §119, Fla. Stat. The Florida Public Records law imposes restrictions on the University's ability to maintain the confidentiality of agreements and other data not constituting trade secrets. University shall have no liability for the release of the Agreement, related documents, correspondence or other materials to a third party if the University, in its reasonable discretion, determines that such release is required by the Florida Public Records Law provided, however, that as to any materials identified as confidential in the Agreement, the University will endeavor to provide Vendor five days advance written notice of its intended release of such materials.

**4.47 Independent Contractor**

Vendor is an independent contractor and not an agent, employee, partner, joint venture or representative of the University and neither Vendor nor any of its employees, officers or agents shall hold themselves out as such. Neither Vendor nor the University has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other, unless Vendor and the University expressly agree otherwise in a writing signed by both parties. Vendor or, as applicable, the parties with whom Vendor contracts shall bear and be solely responsible for (i) paying all wages (including overtime pay), benefits and other compensation to which their employees may be entitled to receive in connection with performing the Agreement and (ii) withholding, reporting and paying all applicable payroll taxes and contributions, including without limitation federal, state and local income taxes, social security taxes, employment and unemployment compensation taxes, Medicare and workers' compensation. The University shall not withhold any taxes in connection with the compensation paid to Vendor in relation to their performance of the Agreement. Such payments shall be the sole responsibility of Vendor or, as applicable, the parties with whom Vendor contracts and Vendor agrees to file all required forms and make all required payments appropriate to each employee's tax status when and as they become due. Vendor or, as applicable, the parties with whom Vendor contracts shall bear the cost of, and be solely responsible for, obtaining and maintaining all necessary insurance coverage and benefits for each employee including, without limitation, workers' compensation, health, disability, general liability and other insurance and benefits to which such employees may be entitled. Vendor or, as applicable, the third parties with whom Vendor contracts are solely responsible for payments related to any retirement benefits or other welfare or pension benefits to which its employees are entitled. None of the employees are entitled to neither participate in any of the benefits provided to University employees (including additional pay or time off for University holidays or vacations) nor in any employee benefit plans, arrangements or

distributions of the University. Vendor shall be responsible for providing Vendor's own insurance coverage to protect Vendor from any claims made against Vendor by employees, including those that may arise from the goods or services rendered pursuant to the Agreement.

**4.48 Dispute Resolution**

Absent a separate written agreement so providing, the University does not consent to binding arbitration or binding mediation of disputes arising pursuant to, or in connection with, the Agreement. Disputes involving monetary claims of \$200,000 or less may, at the sole option of the University, be conducted pursuant to the Administrative Procedures Act, §120 Fla. Stat. All other disputes shall be adjudicated by the state courts of Florida.

**4.49 Incorporation of Sections of ITN**

The substantive provisions of Section 1 (Overview), Section 3 (General Information and Instructions to Proposers) and Section 4 (Agreement Terms and Conditions) of this ITN, to the extent not fully performed prior to the Agreement, are incorporated and made a part of the Agreement.

**4.50 Travel Expenses**

Travel expenses are reimbursable to Vendor only if the ITN provides that the Vendor's fee for services is not all-inclusive and that the University will fund such travel in addition to the Vendor's fee. Where travel is reimbursable, Vendor agrees to complete a travel authorization form prior to traveling and to submit bills for any travel expenses in accordance with §112.061, Fla. Stat. No travel expenses will be paid to, or for the benefit of, any individual in excess of the amount permitted by §112.061, Fla. Stat.

**4.51 Employment of Undocumented Workers**

Vendor shall comply with any applicable law prohibiting the employment of undocumented aliens.

**4.52 Survival**

The obligations under this Agreement which, by their nature, would continue beyond the expiration of the term of this Agreement shall survive termination, expiration or cancellation of this Agreement.

**4.53 Severability**

If any provision of the Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of the Agreement.

**4.54 Headings; Counterparts, Photocopies**

The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement. This Agreement may be executed in one or more counterparts all of which, when taken together, shall be considered one and the same agreement. A photocopy of a fully executed counterpart of this Agreement is competent evidence of an original hereof.

**5.0 SCOPE OF WORK / REQUIREMENTS**

It is the University's intent to award a Contract to the best overall Proposer as determined solely by the University. It is the desire of UNF to receive Proposals from Vendors who have demonstrated the ability to provide quality products and high standards of service.

**5.1 Term of Agreement**

The term of this Agreement will be for an initial period of five years, 1/01/2019 to 12/31/2023, with an option to renew based on satisfactory performance and the written approval of both parties for up to one additional five-year period. The Vendor will be compensated by a set percentage of the total monies collected from washer and dryers only. This contract does not guarantee any specific revenue will be generated during the contract period.

**5.2 Commission and Option Quotations**

It is required that Attachment A (Commission Sheet) and Attachment B (Free Laundry Option, Pricing Sheet) be furnished with this Intent to Negotiate be completed and submitted with your proposal. Commission paid to the University may be no less than 50% of the total monies collected from washers and dryers. The University reserves the right to convert individual facilities to free laundry. The Vendor must submit Attachment B for this scenario.

Do not send generated quotations as your bid. Failure to comply with this request may eliminate your bid from consideration in the bid award. Commission agreement and option quote is firm for a period of 90 days following the bid opening date. Failure to quote the term for which your proposal will remain firm may eliminate your bid from consideration.

**5.3 Accounting and Reports**

All records, reports and budgets submitted by the Successful Vendor to UNF will follow the Contract Year (Jan-Dec) for year-to-date numbers. The Successful Vendor shall provide UNF with monthly reports by the 15th of the following month using the base template in Exhibit III. The Vendor shall pay the University a percentage of the gross laundry revenues on a monthly basis. The percentage shall be calculated by multiplying the previous month's gross laundry collections by the percentage offered. Payment must be made to the University by check within thirty (30) days of the monthly report from Vendor.

**5.4 Equipment Specifications**

The equipment shall be new, of recent design, of adequate size, capacity and proven efficiency for the intended use. All laundry equipment must be capable of operation by university card reader. Model numbers, specifications, and descriptive literature of electric and gas washers and dryers to be supplied must be submitted within Vendor's proposal. Specifications must include amperage requirements. Maximum starting amps, maximum running amps and kWh per month must be shown. The University reserves the right to reject high energy-consuming units. All equipment must be subject to the approval of the University. All units shall be new and equipped with Electronic Counters to record cycles. The machine color will be agreed upon by the University and the Vendor.

Minimum capacity requirements:

Commercial Washer – 2.3 cu. ft. or approximately 16 lbs.

Commercial Dryer – 5 cu. ft.

**5.5 Installation**

Contractor must deliver, install, and make operational the specified washers and dryers by January 4, 2018. Upon award of the contract, the University and Vendor will determine a timeline for placement of the equipment.

Contractor must be solely responsible for the immediate removal from the University premises of any debris, boxes, etc., resulting from the initial installation processes as well as from subsequent repair or replacement of installed equipment. Contractor shall also be responsible for pre-cleaning, as necessary, and area designated for installation.

All expenses for the installation or removal of washer or dryer machines shall be borne by the Vendor.

**5.6 Maintenance and Support**

It shall be the sole responsibility of the Vendor to perform all maintenance related to washers and dryers after notification of a problem by the University. Vendor agrees that it will, at its own expense, give complete and immediate service at any time within twenty-four (24) hours of notification of a need for maintenance or repair service to a washer or dryer. Vendor agrees to replace any machine which experiences three (3) service calls in a thirty (30) day period with a new machine. Equipment which cannot be returned to full service within 48 hours of notification of needed repair shall be replaced until the original equipment is returned to service or permanently replaced.

Vendor must provide a toll-free telephone number for service assistance. The number must be answered 24 hours a day, seven days a week. A web-based system for taking requests may also be used in addition to a toll-free number.

Parking fees are the responsibility of the Vendor. Please refer to the Parking and Transportation Services website for pass fees: <https://www.unf.edu/parking/>.

**5.7 Professionalism**

Vendor shall include a set of performance standards relative to quality and efficiency of service, staffing levels, staff training, attitude and dress of personnel. All service of machines must be performed by the Vendor only. It is required that all Vendor employees be respectful and polite to all personal while conducting business on the University of North Florida campus. Vendor employees must have an overall neat appearance, uniform shirt including company name, and name tag must be worn at all times. T-shirts are acceptable if company name is displayed. Vendor will be responsible for supplying and coordinating all personnel and labor utilized in the performance of this contract and will be responsible for the full and complete control of the actions of its personnel while on the University campus.

All instances of damage, theft, or vandalism must be reported to the University in a timely fashion.

**5.8 Quantity Changes**

During the term of this contract, Vendor may be required to install additional washers and dryers and card readers in locations not listed in Exhibit I, at its own expense. The quantities and locations are not known at this time. The University reserves the right to increase or decrease quantities of washers and dryers at any time during the term of this contract.



**5.9 Osprey1 Card Hardware and Software**

The University of North Florida's Osprey1 Card Office utilizes Blackboard Transact SaaS. Business Services plans to migrate to Atrium by July 1, 2019. All proposed hardware or software must integrate with the system active at that time. It is the responsibility of the Vendor to ensure their laundry machines are compatible with Atrium applications, readers, and associated equipment throughout the term(s) of this contract including any system upgrades. The University makes no warranty as to the number of current card readers remaining compatible throughout the terms of this contract due to technology, system upgrades, wiring, and network requirements.

All laundry locations are equipped with one University-owned ITC Systems Laundry Masters card reader. The University welcomes a card reader upgrade option in Vendor's proposal. Any future card reader model must be an ITC Systems reader and interface with Osprey1 Card software. The Vendor who is awarded this contract will be responsible for buying the equipment upgrades and additional equipment for any new locations added during the term(s) of this contract. Any card readers and associated equipment purchased by the Vendor shall remain property of the Vendor.

Vendor shall be responsible for maintenance of any current, new, and added card readers. Like equipment repair, Vendor agrees that it will, at its own expense, give complete and immediate service at any time within twenty-four (24) hours of notification.

**5.10 Laundry Notification System**

The University currently utilizes LaundryView for student access to equipment status and wash/dry time. Vendor may propose current or alternative notification system to provide such services. Notification system must interface with Atrium and a mobile application.

Vendor must certify that no personally identifiable information (PII) is retained through student interface with the mobile application. Vendor's proposal will address how information is accepted and disposed of to meet this objective.

**5.11 Inspections**

Vendor agrees that it will inspect the laundry equipment to ensure full functionality and cleanliness on a quarterly basis. Vendor will be allowed to enter any laundry facility between the hours of 7:00 a.m. and 6:00 p.m. for servicing, inspecting, removing or replacing machines. Access will be granted at other times in the event of an emergency only, as approved by the University.

**5.12 Other Incentives**

Any additional incentives, including financial or educational, that are part of the Vendor's proposal will be included in the submittal. Discuss and explain any recommended facility enhancements in the proposal.

**5.13 Contract Expiration**

At the end of the final contract term, Vendor-owned equipment will be removed at the Vendor's expense. The University and Vendor will determine a timeline for equipment removal.

**6.0 CERTIFICATION AND FORMS (Tab 2)**

**6.1 Certification of Proposal**

Explanation: This certification attests to the Vendor’s awareness and agreement to the content of this Invitation to Negotiate (ITN) and all accompanying terms, conditions and provisions contained herein. In addition, any documents incorporated by reference in the requests for additional language or request for revisions and any and all forms UNF will need to fill out, prepare or submit to Vendor if awarded the contract must be included in Vendor’s solicitation response. Be advised that UNF, as a State University, must adhere to applicable laws and regulations and therefore certain terms and conditions cannot be altered.

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate #19-02 issued by the University. The undersigned, as a duly authorized officer, hereby certifies that

\_\_\_\_\_

(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced ITN and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of (90) calendar days as of the Due Date for responses to the ITN.

The undersigned further certifies that their firm (check one) \_\_\_ IS or \_\_\_ IS NOT currently debarred, suspended or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

-----

Name of Official: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**6.2 Conflict of Interest Certificate**

Proposer must execute either Section I or Section II hereunder relative to §112.313(12), Fla. Stat. Failure to execute either section may result in rejection of this proposal.

**SECTION I**

I hereby certify that no official or employee of the UNF requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
Name of Official (type or print)	Company Name
_____	_____
Signature	Business Address
	_____
	City, State, Zip Code

**SECTION II**

I hereby certify that the following named UNF official(s) and/or employee(s) having material financial interest (in excess of 5 percent) in this company have filed Conflict of Interest Statements with Procurement Services, 1 UNF Drive, Jacksonville, FL 32224 prior to the time of proposal opening.

_____	_____	_____
Name	Title/Position	Date of Filing
_____	_____	_____
Name of Official (type or print)		Company Name
_____		_____
Signature		Business Address
		_____
		City, State, Zip Code

**PUBLIC OFFICIAL DISCLOSURE**

The UNF requires that a public official who has a financial interest in a proposal or contract make a disclosure at the time that the proposal or contract is submitted, or at the time that the public official acquires a financial interest in the proposal or contract. Please provide disclosure, if applicable, with proposal.

Public Official: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position/Relationship with Proposer: \_\_\_\_\_

**6.3 Addendum Acknowledgment**

I, the undersigned, acknowledge the receipt of:

Addendum # \_\_\_\_\_ through Addendum # \_\_\_\_\_

All addenda to this ITN #19-02 shall become part of your firm’s competitive solicitation response and the subsequent contract, if applicable.

The University has no obligation to furnish addenda by any other means than posting to its website. Failure to acknowledge addendum/addenda issued as a result of this Invitation to Negotiate and returning this form with your response may result in disqualification of your response to this ITN.

Authorized Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**6.4 Government Classifications**

Check all applicable:

- |  |   |
|--|---|
| <input type="checkbox"/> Hispanic          | <input type="checkbox"/> American Women           |
| <input type="checkbox"/> African American  | <input type="checkbox"/> Women Owned              |
| <input type="checkbox"/> Asian-Hawaiian    | <input type="checkbox"/> Non-Minority             |
| <input type="checkbox"/> Native American   | <input type="checkbox"/> Veteran                  |
| <input type="checkbox"/> Small Business    | <input type="checkbox"/> Disabled                 |
| <input type="checkbox"/> Government Agency | <input type="checkbox"/> Service Disabled Veteran |

**6.5 Invoice and Payment**

Payment shall be made by the University of North Florida to Contractor/Vendor in accordance with the Florida Prompt Payment Act (see Section 4.32). The University’s preferred method of payment is by credit card. Upon award, Contractor/Vendor will be contacted by the University to participate in its credit card payment program. Contractor/Vendor should complete the information requested below:

Contractor/Vendor will \_\_\_ will not \_\_\_ accept credit card payment.

Accounting Department contact information:

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**EXHIBIT I  
EQUIPMENT CONFIGURATION (JULY 2018)**

Location	Resident Bed Count	Washer Quantity	Dryer Quantity	Maximum Occupancy
Osprey Hall Z building	250	8	8	
Osprey Landing W building	144	6	6	216
Osprey Landing X building	152	6	6	228
Osprey Landing Y building	150	7	8	225
Osprey Cove T building	146	8	8	219
Osprey Cove U building	152	6	6	228
Osprey Cove V building	150	8	8	225
Osprey Crossings Q building	160	6	6	240
Osprey Crossings R building	160	6	6	240
Osprey Crossings S building	164	6	6	246
Osprey Clubhouse (Osprey Village)	422	12	16	Non- residential
Osprey Fountains North Tower 1st floor	100	4	4	
Osprey Fountains North Tower 2nd floor	100	4	4	
Osprey Fountains North Tower 3rd floor	100	4	4	
Osprey Fountains North Tower 4th floor	100	4	4	
Osprey Fountains North Tower 5th floor	100	4	4	
Osprey Fountains South Tower 1st floor	100	4	4	
Osprey Fountains South Tower 2nd floor	100	4	4	
Osprey Fountains South Tower 3rd floor	100	4	4	
Osprey Fountains South Tower 4th floor	100	4	4	
Osprey Fountains South Tower 5th floor	100	4	4	
<b>TOTAL</b>	<b>3050</b>	<b>119</b>	<b>124</b>	

Cost per cycle is currently \$1.25 to wash and \$1.00 to dry.

There is currently one ITC Systems Laundry Masters card reader per location.

**EXHIBIT III  
MONTHLY REPORTING TEMPLATE**

Location	Laundry Spending	UNF Commission _____ %	Vendor Revenue _____ %
Osprey Hall Z building			
Osprey Landing W, X & Y buildings			
Osprey Cove T, U & V buildings			
Osprey Crossings Q, R & S building			
Osprey Village A-G building			
Osprey Fountains North & South Towers			
TOTAL			

**ATTACHMENT A  
COMMISSION SHEET**

The Vendor has examined the INVITATION TO NEGOTIATE, all incorporated exhibits, attachments, any subsequent addenda, and the operational sites. Being familiar with any conditions which may affect the proposed operations, the Vendor hereby proposes to furnish administration, repair personnel, washers, dryers, laundry notification software, tools, supplies, transportation, insurance, and any other requisite items necessary to operate Campus Laundry Services at the University of North Florida.

As consideration for the locations indicated in Exhibit I and the supplying of utilities heretofore set out, Vendor agrees to pay the University within thirty (30) days of the monthly report for **no less than 50% of the total collected**.

\_\_\_\_\_ % of total collected from all washers and dryers installed by Vendor

In addition to proposed percentage offered, Vendors are encouraged to propose other incentives or other revenue options to be paid to the University. Please explain in detail an other incentives and revenue options offered.

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The per wash cycle and dry cycle price quoted in the Vendor’s proposal cannot be increased during the five (5) year initial term. At the end of the initial term, Vendor may request a price increase or decrease, which is subject to acceptance by the University. A written request for a price increase must be submitted to the University by the Vendor no later than sixty (60) days prior to contract expiration.

Proposed machine prices for Contract Years 1-5:

Cost per wash cycle \_\_\_\_\_

Cost per dry cycle \_\_\_\_\_

**ATTACHMENT B  
FREE LAUNDRY OPTION, PRICING SHEET**

The University reserves the right to convert active or new machines to “free” laundry, in which the student does not pay to wash or dry laundry. The Vendor is asked to propose a cost per machine type and invoicing requirements.

Vendor will invoice by

Month / Semester / Year

Rate per washer \_\_\_\_\_

Rate per dryer \_\_\_\_\_

Please provide any additional comments concerning the free laundry option.

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## AGREEMENT

This Agreement ("Agreement") is made this 25th day of January, 2019, by and between **THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida ("UNF") with a notice address of 1 UNF Drive, Jacksonville, Florida 32224, and **CALDWELL & GREGORY LLC**, a limited liability corporation with a notice address of 129 Broad Street Road, Suite A, Manakin-Sabot, Virginia 23103 ("VENDOR").

### RECITALS

1. UNF issued its solicitation ("Bid Document") dated July 19, 2018, titled ITN 19-02 Campus Laundry Services for the provision of washer and dryer units in residential complexes. A copy of the Bid Document is attached hereto marked Exhibit "A" and incorporated.
2. In response to the Bid Document, Vendor submitted its proposal ("Proposal") dated September 4, 2018. A copy of the Proposal is attached hereto marked Exhibit "B" and incorporated.
3. On October 23, 2018, UNF issued its notice to award to VENDOR.
4. UNF and VENDOR desire to memorialize the terms of their agreement for VENDOR's delivery of, and UNF's acceptance of the commodities/services based on the Bid Document, Proposal, and Notice of Award.

### TERMS OF AGREEMENT

In consideration of their mutual covenants and obligations, UNF and VENDOR agree as follows:

1. Recitals. The Recitals are incorporated herein by this reference.
2. Terms and Conditions. The terms and conditions of this Agreement are: the Bid Document, the Proposal, and the Notice of Award.
3. Inconsistencies. The Bid Document and the Proposal contain the following inconsistent terms, which inconsistencies are resolved in favor of the controlling document identified as follows:

<i>Inconsistent Term</i>	<i>Controlling Document</i>
Selection of washer: Option II - High Efficiency Top Load Washers (Proposal, p.103)	this Agreement
Start service dates: installation 1/17/2019; operational for students 1/21/2019	this Agreement
Wash Alert app in use: Spring 2019 semester	this Agreement

Any inconsistent terms not identified above are resolved in favor of this Agreement.

4. Authority. Each person signing on behalf of UNF and VENDOR below represents and warrants that he/she has all requisite authority necessary to bind UNF and VENDOR, respectively, to the terms of this Agreement.

<p><b>THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES</b></p> <p>By _____ Shawn Corrigan Asmuth Director, Procurement Services</p> <p>Date: _____</p>	<p><b>CALDWELL &amp; GREGORY LLC</b></p> <p>By _____ Printed name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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# Exhibit A



**UNIVERSITY OF  
NORTH FLORIDA  
PROCUREMENT SERVICES**

**Invitation to Negotiate #19-02  
Campus Laundry Services**

Please mark all sealed proposal submissions with the following information:

ITN #19-02 due  
September 4, 2018 at 2 p.m.

If Vendor is not submitting a solicitation response, Vendor should respond by returning this solicitation document and marking it "NO RESPONSE".

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## **1.0 OVERVIEW**

### **1.1 Statement of Objective**

The University of North Florida Board of Trustees (UNF or University) is issuing a competitive solicitation for Campus Laundry Services. The initial term of any agreement(s) resulting from this Invitation to Negotiate (ITN) will be for five years. The University will have the option to renew for five years upon mutual written consent of both parties to the Agreement; renewals are not automatic. The Successful Vendor is expected to have all laundry units installed and functioning by Friday, January 4, 2018. The Successful Vendor will have access to laundry facilities no later than December 14, 2017.

The following resources were created to assist with bid estimates:

- Exhibit I – Equipment Configuration (page 36)
- Exhibit II – Historical Laundry Spending (page 37)

### **1.2 Use of Agreement by Other Governmental Agencies**

At the option of the Vendor, the use of any agreement resulting from this competitive solicitation may be extended to other institutions of higher learning and governmental entities including, but not limited to, the State of Florida, its agencies and political subdivisions, counties, cities and any university in the State University System. Each entity using such agreement shall do so independently of UNF and shall be solely responsible for its own purchases.

The University reserves the right to add and/or delete elements, or to change any elements of the coverage and participation, at any time without prior notification and without liability of any kind or amount.

## 2.0 DEFINITIONS

### 2.1 Agreement/Contract

All types of agreements entered into by the University, regardless of what they may be called, for the procurement of materials, services, construction or the disposal of materials. The meaning of agreement or contract is interchangeable.

### 2.2 Customer or Client

Unless otherwise implied by the context of the specific provision within this ITN, "Customer" means a customer or client of the Vendor other than the University.

### 2.3 May, Should

Indicates something that is not mandatory but permissible, recommended or desirable.

### 2.4 Must, Shall, Will

Indicates a mandatory requirement; failure to meet these mandatory requirements may result in rejection of the proposal as non-responsive.

### 2.5 Proposal

The entirety of the Vendor's responses to each point of the ITN, including any and all supplemental offers or information not explicitly requested within the ITN.

### 2.6 Invitation to Negotiate (ITN)

An invitation extended to prospective contractors/vendors by the University, whether by advertisement, written solicitation, electronic media or any form of communication, to define the specifications, terms and conditions of a contract for commodities or contractual services. Cost may or may not be a consideration in the initial stages of evaluation or negotiating. An Invitation to Negotiate shall be awarded as the best interest of the University indicates and may not require numeric scoring.

### 2.7 Response

Same as Proposal.

### 2.8 Successful Vendor

Any entity who is awarded a contract under this competitive solicitation.

### 2.9 University or UNF

The University of North Florida Board of Trustees is the public body corporate of the University.

### 2.10 Vendor

Any entity who submits a timely solicitation response to this competitive solicitation.

**2.11 Vendor's Proposal**

Same as Proposal.

**2.12 Vendor's Response**

Same as Proposal.

**2.13 Website**

The UNF Procurement Services website at <http://www.unf.edu/procurement/>

### 3.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPOSERS

#### 3.1 Original ITN Document

UNF Procurement Services shall retain the ITN and all related terms and conditions, exhibits and other attachments in original form, in an archival copy. Any modification of these in the Vendor's submission is grounds for immediate disqualification.

#### 3.2 University Demographics / Entity Status

The University fosters the intellectual and cultural growth and civic awareness of its students, preparing them to make significant contributions to their communities in the region and beyond. At UNF, students and faculty engage together and individually in the discovery and application of knowledge. UNF faculty and staff maintain an unreserved commitment to student success within a diverse, supportive campus culture.

The University is committed to values that promote the welfare and positive transformation of individuals, communities and societies.

We value:

- The pursuit of truth and knowledge carried out in the spirit of intellectual and artistic freedom
- Ethical conduct
- Community engagement
- Diversity
- Responsibility to the natural environment and
- Mutual respect and civility.

The Fall 2017 enrollment was 16,491 students with a faculty to student ratio of 1:18. The University employs 1,228 staff members and 568 full-time faculty. For any additional demographics and information about the University, please visit the University's website at [www.unf.edu](http://www.unf.edu).

#### 3.3 Calendar of Events

Unless otherwise revised by an addendum to this competitive solicitation, the dates and times by which stated actions will be taken or completed are listed below. If UNF determines, in its sole discretion, that it is necessary to change any of these dates and times it will issue an addendum to this competitive solicitation which will be posted on the website. All times listed are Eastern Standard Time (EST).

Jul 19, 2018	Competitive solicitation released and posted to website.
Aug 3, 2018	Vendors notify UNF of intent to participate in pre-proposal conference (including number of participants) by email to Amy Lehnhoff ( <a href="mailto:a.lehnhoff@unf.edu">a.lehnhoff@unf.edu</a> ) by 5:00 p.m.
Aug 14, 2018	Mandatory pre-proposal conference to be held at the following place and time: UNF Hicks Hall, Room 1430, 4892 1st Coast Tech Pkwy, Jacksonville, FL, 32224 at 10:00 a.m. A pre-proposal site visit will immediately follow the pre-proposal conference.

- Aug 17, 2018 Last day for UNF to receive communications and/or inquiries from Vendors regarding the competitive solicitation via email to authorized UNF representative Amy Lehnhoff ([a.lehnhoff@unf.edu](mailto:a.lehnhoff@unf.edu)) by 5:00 p.m.
- Aug 24, 2018 UNF will respond to inquiries and requests for clarifications by posting an addendum on the website.
- Sept 4, 2018 Deadline to receive solicitation responses from Vendors is 2:00 p.m. with the solicitation opening immediately thereafter at UNF Hicks Hall, Suite 2950, 4892 First Coast Technology Parkway, Jacksonville, Florida, 32224. Any solicitation responses received after this date and time shall be deemed non-responsive.

Procurement Services will post notice of changes to any of the above dates and/or times and will provide advance notice of any pre-proposal meetings and evaluation committee meetings related to this competitive solicitation by posting the information on the UNF Procurement Service's website at <http://www.unf.edu/procurement> ("the Website"). Vendor is solely responsible for checking the Website periodically in order to verify whether any changes have been made to the Calendar, or whether any additional meetings have been scheduled. UNF reserves the sole discretion over the conduct of any meetings and the extent, if any; those attending may participate in such meetings.

### **3.4 Pre-Proposal Conference**

Procurement Services is conducting a mandatory pre-proposal conference for Vendors who intend to respond to this ITN on the date, time and location as noted below. Vendors must notify UNF by August 3, 2018 of their intent to participate. The purpose of the conference is to provide information and allow for questions and answers regarding terms, conditions or specifications of the ITN. Clarifications and answers to any questions will be confirmed, in writing, in the form of an addendum to the Invitation to Negotiate prior to the proposal opening. Failure to attend this meeting will result in the rejection of your proposal.

Tuesday, August 14 at 10:00 a.m.  
Hicks Hall, Room 1430  
University of North Florida  
4892 First Coast Technology Parkway  
Jacksonville, FL 32224

### **3.5 Pre-Proposal Site Visit**

A pre-proposal site visit will be held for Vendors who intend to respond to this ITN immediately following the pre-proposal conference. The purpose of the site visit is to acquaint the Vendors with the conditions under which the work must be performed. The University will not be responsible for additional compensation if the Vendor does not acquaint themselves with all the available conditions and information nor shall it relieve the Vendor from any responsibility for properly performing the work.



**3.6 Special Accommodations**

If special accommodations are needed in order to attend a pre-proposal meeting, a proposal opening or presentation, contact Procurement Services at 904-620-2730 no later than three business days prior to the event.

**3.7 Proposal Preparation Instructions****3.7.1 Vendor's Understanding of the ITN**

In responding to this ITN, the Vendor accepts full responsibility to understand the ITN in its entirety and in detail, including making any inquiries to the University as necessary to gain such understanding. Questions regarding the terms, conditions or specifications of this ITN document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions on August 17, 2018.

**3.7.2 University Provides Information in Good Faith without Liability**

All information provided by the University in this ITN is offered in good faith. Individual items are subject to change at any time. The University makes no certification that any item is without error. The University is not responsible or liable for use of any information or for any claims based on the information.

**3.7.3 Verbal Communication**

Vendors are not entitled to rely upon communications from the University except as provided by the University in writing.

**3.7.4 Questions, Communications and Inquiries between the University and Vendors**

All Vendor inquiries, questions and requests for clarification related to this ITN shall be directed, in writing, to Amy Lehnhoff ([a.lehnhoff@unf.edu](mailto:a.lehnhoff@unf.edu)) no later than the stated deadline for questions on August 17, 2018.

**3.7.5 Addenda and the University's Response to Communications from Vendor**

The University will make a good faith effort to provide a written response to each question or request for clarification that requires an addendum within the time frame set forth in Section 3.3.

The University has no obligation to furnish addenda by any other means than posting to its Website.

The University will not respond to any questions/requests for clarification that require an addendum after the date identified in Section 3.3.

**3.7.6 Pricing and/or Revenue Proposal**

Vendors shall indicate pricing and/or revenue offers in the appropriate spaces and/or areas provided in this ITN. Vendors shall ensure that any departure from this condition results in an offer that is clearly cross-referenced to the applicable sections within this ITN. For any material departure from this condition, Vendors shall provide clear and unambiguous explanations how the departure relates in detail to the applicable sections within this ITN. If the Vendor responds with an "All or None" proposal, it shall be clearly and unambiguously marked as such.

The University may presume and hold as the Vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the Vendor. The University may accept or reject, in part or entirely, the Vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. The University prohibits the changing of pricing and/or revenue proposals after the initial ITN opening date and time. However, during the negotiation phase of the ITN process, favorable changes in pricing and/or revenue offers will be considered and/or expected. Unless otherwise specifically proposed by the Vendor, the University reserves the right to hold such pricing and/or revenue proposal as effective for the entire intended contract term. The University may prescribe the manner and method by which pricing and/or revenue offerings shall be communicated in the Vendor's proposal. The University may reject any proposal in which the pricing and/or revenue offering does not conform to such prescribed manner and method.

**3.7.7 Revisions to the ITN**

The University may revise any part of this ITN for any reason by issuing addenda. The University will communicate additional information and addenda to this ITN by posting them on the Website.

Vendors are responsible for the information contained in such addenda. The University is under no obligation to communicate such addenda to Vendors other than posting to the Website. The University may determine whether an addendum will be considered as part of this ITN and/or as part of any contract resulting therefrom. The University shall reject Vendors' responses to addenda if such responses are received after the ITN opening date and time.

**3.7.8 Attention to Terms and Conditions**

Vendors are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions, Section 4 of this ITN. Questions regarding the terms, conditions or specifications of this ITN document should be written and submitted in accordance with Paragraph 3.7.4. no later than the stated deadline for questions on August 17, 2018.

Proposals that are contingent upon any changes to these terms and conditions may be deemed to be non-responsive and may be rejected by the University at its sole discretion and

render the vendor ineligible for evaluation or award. When there are no stated exceptions in the proposal it shall be assumed that the vendor will comply with the requirements without qualification and may not re-negotiate contract terms after best and final offers have been submitted or during the signing of a contract agreement, if awarded.

### **3.7.9 Required Signature**

The University may reject any Vendor's response if it is not fully completed and signed with legal authority where indicated.

### **3.7.10 Proposal Organization**

Original proposal and all copies must be on 8 ½ x 11 text weight paper using binding tabs that will facilitate the distribution and evaluation of the proposals.

## **Response Format**

- Submit one original and five copies of the Vendor's proposal in hard copy form. The original response must contain an original manual signature of the authorized person signing the proposal and one electronic copy of the entire proposal (including pages 39-40) on a jump drive, preferably in PDF format.
- The outer carton of the response must include the ITN number and title, company name and due date/time.
- The Vendor's response must include the information and required submittals described, tabbed and numbered as indicated in "Tabular/Paginated Format" shown below with all information appearing in the tab in which it was requested.
- Questions and requests for information may not be rearranged, regrouped or divided in any way.
- All information and required submittals requested must be in hardcopy and included in your written response.
- Information submitted that is not requested by the University may be considered to be supplemental and not subject to evaluation by the committee members.
- If there is any information or required submittals which, due to size or binding, cannot be incorporated following the proper tab, the Vendor must provide information following the numbered tab telling the evaluator where the information can be found in the response.
- Paper copies of responses must be tabbed, headed and numbered exactly as outlined in each section and the required information must be provided in the section under which it was requested by University. Responding companies may not combine or reorganize the headings and/or requests for information or indicate that the information will be included in another section.

Failure to adhere to these conditions may cause your response to be rejected without further evaluation.

## **Tabular / Paginated Format**

- **Tab 1:** A one to two-page executive summary of the Vendor's proposal, including brief descriptions of the company's expertise procuring a contract the size and scope described in the ITN and how the Vendor plans to address the University's requirements.
- **Tab 2:** All required completed and signed forms in 6.0 Certification and Forms (pages 34-37).

- **Tab 3:** Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this ITN process. Please include the organizational chart beginning with your account management team through CEO of your company. This should include the person who would be recommended as the Proposal's Contract Management Coordinator.
- **Tab 4:** Corporate Governance Documents, including Vendor's W9 form and Vendor Application (both available on the UNF Procurement Services website), and Certificate of Good Standing from Vendor's state of incorporation, if other than Florida.
- **Tab 5:** A listing of the company projects/customers similar in size and scope to the services described in the ITN, both current and past customers. This list must include the name, address, telephone and email address of the client contract administrator. If applicable, please list examples of services rendered in the State of Florida, particularly with institutions of higher learning.
- **Tab 6:** Describe the process of producing "best value" for the University and its users through creative marketing, small business and diversity programs, "green" initiatives, and/or other programs.
- **Tab 7:** Describe any financial considerations and flexibility of the Vendor.
- **Tab 8:** Determine University commission percentage and free-laundry option unit price (pages 39-40).

#### **3.7.11 Authority to Negotiate**

Representatives of the Vendor(s) selected to participate in oral negotiation(s) shall first be required to submit written authorization from the company CEO or CFO attesting to the fact that the company's lead negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the Vendor's best and final offer (See Section 3.16.10). The University shall not enter into extensive contract negotiations with the selected Vendor(s) after the negotiation process has been completed. If the University determines that a company awarded a contract based on this ITN does not honor all aspects of the agreement reached during the negotiations in the best and final offer, the University reserves the right to immediately cancel the award and to place the company on the University's suspended Vendor list.

Company negotiators must enter the negotiations with authority to bind. The University reserves the right to immediately terminate negotiations with any company whose representative is not empowered to, or who will not, make decisions during the negotiation session. The University may elect not to solicit a best and final offer from any Vendor whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

#### **3.7.12 Collusion Prohibited**

In connection with this ITN, Vendor collusion with other Vendors or employees thereof, or with any employee of the University, is prohibited and may, at University's option, result in Vendor disqualification and/or cancellation of award. Any attempt by the Vendor to subvert or skirt the principles of open and fair competition may result in Vendor disqualification and/or cancellation of award.

**3.7.13 Conflict of Interest**

In connection with this ITN, each Vendor shall ensure that no material conflict of interest exists between or among the Vendor, the University and any other party to this ITN. The University reserves the right to determine the materiality of such conflict and to decide whether or not Vendor disqualification and/or cancellation of award shall result.

**3.7.14 Corrections, Changes, and Providing Information on Forms within the ITN**

Vendors shall ensure that an authorized individual initials each correction using pen and ink. Vendors shall use pen and ink in providing information directly on pages, or copies thereof, contained within this ITN.

**3.7.15 Solicitation Security**

Intentionally left blank.

**3.7.16 Performance and Payment Bond.**

Intentionally left blank.

**3.7.17 Anti-Kickback**

Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

**3.8 Proposal Submission and Subsequent Opening**

Proposals must be sealed and delivered to the University at the address set forth in Section 3.3 or prior to 09/04/2018 at 2:00 p.m. The University shall not accept proposals received by facsimile or email. The University shall, at the specified opening date and time, open all proposals that are otherwise in order. The University will allow interested parties to attend such opening for purposes of identifying which Vendors have responded. The University will make no immediate decision at such time and there will be no disclosure of any information contained in any proposal until the earlier of (i) the time University provides Notice of Intended Decision or (ii) 30 days after the final competitive sealed proposals are all opened, whichever occurs earlier, at which time Vendor proposals become public record as set forth in §119, Fla. Stat. When multiple solicitations have been scheduled to open at the same date and time, the University will open solicitations that have interested individuals present in sequential order by solicitation number. The University will hold unopened any proposals received after the opening date and time and will not consider such proposals. The University reserves the right to retain or dispose of such unopened proposals at its discretion; however, the University may return such proposals to their Vendors at such Vendor's request and at no cost or expense whatsoever to the University.

If only one proposal is received, Procurement Services may delay the opening in order to determine why other Vendors did not respond and to encourage other Vendors to respond.

Each proposal package submitted must clearly show the proposer's company name, proposal number and opening date and time on the outside. Each proposer is fully responsible for ensuring that its proposal is timely received and shall assume the risk of non-delivery or untimely delivery caused by its chosen delivery method whether by US Mail, public carrier or otherwise.

More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one proposal for the same work will be cause for rejection of all proposals in which such offerers are believed to be involved.

### **3.9 Proposal Costs**

The University is not liable in any manner or to any extent for any cost or expense incurred by any Vendor in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this ITN. Such exemption from liability applies whether such costs are incurred directly by the Vendor or indirectly through the Vendor's agents, employees, assigns or others, whether related or not, to the Vendor.

### **3.10 Faxes or Emails Not Accepted; Sealed Proposals Required**

The University shall NOT accept proposals received by fax or email or proposals NOT contained in sealed envelope(s) or other sealed packaging.

### **3.11 Number of Proposal Copies to be Submitted**

Vendors are to submit one original and five copies. One additional copy of the initial response on a jump drive, preferably in PDF format, is also required.

### **3.12 Bindings and Marking**

Vendors shall ensure that the original and each copy are individually bound. When submitting a proposal, Vendors shall ensure that proposals are clearly marked; for example, as "Original of ITN # 19-02", "Copy One of ITN #19-02".

### **3.13 Marking of Envelopes**

Vendors shall ensure that the sealed submittal envelope(s) or package clearly and conspicuously displays the following identifying information in addition to any other information otherwise required for transmittal:

ITN# 19-02 Campus Laundry Services

September 4, 2018 at 2 p.m.

### **3.14 Withdrawal of ITN**

Vendors may withdraw their proposals any time prior to the ITN opening date. Vendors may request to withdraw their proposals after the ITN opening date and time prior to selection and Notice of Intended Decision. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future ITN's to such Vendors.

**3.15 University's Right to Use Vendor's Ideas/Proprietary Information**

If the Vendor needs to submit proprietary information with the proposal, the Vendor shall ensure that it is enclosed in a separate envelope from the proposal and that it is clearly designated and conspicuously labeled as such. Selection or rejection of the proposal shall not affect the University's right of use; provided, however, that the University will, in good faith and to the extent allowed by law, honor the confidentiality of any Vendor information that is clearly designated and conspicuously labeled as proprietary. Vendor information labeled proprietary shall be maintained as confidential subject to limitations in Florida and Federal law, including the Florida Public Records law and the order of any court of competent jurisdiction. Pricing information cannot be considered proprietary. The University shall not be liable in any manner, or in any amount, for disclosing proprietary information if such information is not clearly so designated and conspicuously so labeled. The University shall likewise not be liable if it did not know, or could not have reasonably known, that such information was proprietary.

**3.16 Evaluation Process and Award****3.16.1 Contractual Intent/Right to Terminate and Recommence ITN Process**

The University intends to contract with one Vendor whose proposal is considered to be in the best interest of the University. However, the University may terminate this ITN process at any time up to Notice of Intended Decision, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent ITN processes seeking the same or similar products or services covered hereunder.

**3.16.2 Effective Period of Proposals**

Under this ITN, the University shall hold that Vendors' responses to this ITN shall remain in effect for a period of 90 days following the opening date in order to allow time for evaluation, approval and award of the contract. Any Vendor who does not agree to this condition shall specifically communicate in its proposal such disagreement to the University along with any proposed alternatives. This University may accept or reject such proposed alternatives without further notification or explanation.

**3.16.3 Errors and Omissions in Vendor's Proposals**

The University may accept or reject any Vendor's proposal, in part or in its entirety, if such proposal contains errors, omissions or other problematic information. The University may decide upon the materiality of such errors, omissions or other problematic information.

**3.16.4 Determination of, and Information Concerning, Vendor's Qualifications**

The University reserves the right to determine whether a Vendor has the ability, capacity and resources necessary to fully perform any contract resulting from this ITN. The University may request from Vendors information it deems necessary to evaluate such Vendors' qualifications and capacities to deliver the products and/or services sought hereunder. The University may reject any Vendor's proposal for which such information has been requested but which the Vendor has not provided. Such information may include, but is not limited to:

- Financial resources
- Personnel resources

- Physical resources
- Internal financial, operating, quality assurance and other similar controls and policies
- Resumes of key executives, officers and other personnel pertinent to the requirements of the ITN
- Customer / Client references
- Disclosure of complaints or pending actions, legal or otherwise, against the Vendor.

### **3.16.5 Apparently Conflicting Information Obtained by Vendor**

The University is under no obligation whatsoever to honor or observe any information that may conflict, or appear to conflict, with any provision herein, regardless of whether such information be obtained from any office, agent or employee of the University. Such information shall not affect the Vendor's risks or obligations under an agreement resulting from this ITN.

### **3.16.6 Rejection of Vendor Counter-offers, Stipulations and Other Exceptions**

Any Vendor exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted, in writing, by the University and thereafter incorporated into any contract resulting from this ITN.

### **3.16.7 Method of Award**

The evaluation of each response to this ITN will be based on its overall competence, compliance, format and organization taking into consideration the evaluation criteria listed below. Cost may or may not be a consideration in the initial stages of the evaluation or negotiating. The Award shall be made to the responsible Vendor whose proposal is determined to be the most advantageous to the University and may not require numeric scoring. Further detail on scope of work and requirements listed in Section 5.0.

## **Evaluation Criteria**

### **A. Experience and Qualifications**

The University is seeking responses from companies who regularly conduct laundry vending businesses and currently serve institutions of higher education. Vendor shall provide a general statement of experience which shall include a verifiable statement and description of the Vendor's experience in providing laundry services to students residing in college/university housing facilities. The statement shall also provide a list of current southeastern United States college and university washer and dryer vending client accounts. Additionally, please provide three (3) current references from institutions of a comparable size.

### **B. Management Support and Reporting**

Vendor shall list personnel dedicated to serving the University. All records, reports and budgets submitted by the Successful Vendor to UNF will follow the Contract Year (Jan-Dec) for year-to-date numbers.



**C. University Commission**

Vendor shall pay the University commission of at least 50% of laundry revenues. The proposed percentage to be noted on Exhibit III.

**D. Equipment**

Vendor should list washer and dryer models in the submittal. The University welcomes various appliance types that meet a high-quality standard. The University may request a Vendor demonstration of the equipment. The demonstration will be at the sole expense of the Vendor and required within five (5) business days after request by the University.

**E. Repair Services**

Vendor will include response personnel and contact methods in submittal. See Section 5.6 for further detail.

**F. Card System and Laundry Notification**

Vendor's hardware and software shall interface with University systems. Vendor shall propose a laundry notification system for students to check the status of equipment and wash/dry time.

**G. Sustainability**

Since its founding in 1972, the University of North Florida has strived to protect the natural environment. In 2010, then President John A. Delaney signed the American College and University Presidents' Climate Commitment. The commitment is a high-visibility effort to address global climate disruption undertaken by a network of colleges and universities that have made institutional commitments to eliminate net greenhouse gas emissions from specified campus operations, and to promote the research and educational efforts of higher education to equip society to re-stabilize the earth's climate. See Section 4.17 for further information.

**H. Unique Products and Services**

The University welcomes the proposal of additional incentives and services in the Vendor's submittal. This may include, but is not limited to, enhancements to the student laundry vending experience and educational resources for resident assistants (RAs) and/or building occupants.

**3.16.8 Selection, Negotiation, Additional Information**

Although the University reserves the right to negotiate with any Vendor(s) to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive Vendor(s) without further discussion, negotiation or prior notice. The University may presume that any proposal is a best-and-final offer.

**3.16.9 Pre-Award Presentations**

The University reserves the right to require presentations from the highest ranked Vendor(s) in which they may be asked to provide information in addition to that provided in their proposals. Such presentations may include discussions relating to proprietary information, ability to perform and specific provisions of a Vendor's response. Presentations are not public meetings.

**3.16.10 Pre-Award Negotiations**

The University reserves the right to negotiate prior to award with the highest ranked Vendor(s) for the purpose of addressing the matters set forth in the following list, which may not be exclusive:

- Resolving minor difference and typographical errors
- Terms and conditions
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from Vendors
- Obtaining the lowest and best pricing and/or revenue agreement

**3.16.11 Notice of Intended Award Decision**

A Notice of Intended Decision will be posted for review by interested parties on the University Procurement Service's website at [http://www.unf.edu/procurement/Bids\\_and\\_Notices.aspx](http://www.unf.edu/procurement/Bids_and_Notices.aspx) and will remain posted for a period of three business days (72 hours). The University has no obligation to furnish this information by any other means than posting to this website.

**3.16.12 Protests**

Any vendor / interested person who is disputing the specifications or is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to protest such specifications, decision or intended decision shall file a protest in compliance with the University of North Florida regulations. Failure to file a protest in accordance with UNF Regulation 13.002R, or failure to post the bond or other security as required in UNF Regulations 13.002R and 13.003R shall constitute a waiver of protest proceedings.

**3.16.13 Vendor's Need to Use Proprietary Rights of the University**

All information proprietary to the University and disclosed by the University to any Vendor shall be held in confidence by the Vendor and shall be used only for purposes of the Vendor's performance under any contract resulting from this ITN.

**3.16.14 Open Meetings Requirement**

Pursuant to §286.0113, Fla. Stat., evaluation committee meetings are not open to proposers or other members of the public when negotiation strategies are discussed, any portion of the meeting involves negotiation with a vendor, at which a vendor makes an oral presentation, or at which a vendor answers questions.

A complete recording (i.e. audio recording or transcript) must be made of these closed meetings. These recordings are exempt from disclosure under the public records law (see Section 4.33) until Procurement Services posts Notice of Intended Decision or until 30 days after final sealed replies are all opened, whichever occurs first. If all sealed replies are rejected, the recordings remain exempt until Procurement Services posts a notice of a decision concerning the reissued ITN or until Procurement Services withdraws the reissued ITN. The exemption period cannot exceed 12 months after the initial Procurement Services notice rejecting all replies.

**3.16.15 Preference for Florida Based Vendors for Purchases of Personal Property**

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**4.0 AGREEMENT TERMS AND CONDITIONS**

The following are the terms and conditions that will become part of any Agreement consummated between the University and the Successful Vendor. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Agreement, Best and Final Offer, Addenda to ITN, Invitation to Negotiate.

**4.1 Actions of Successful Vendor**

The University is under no obligation whatsoever to be bound by the actions of any Successful Vendor with respect to third parties. The Successful Vendor is not a division or agent of the University.

**4.2 Advertising; Use of University Marks**

The Successful Vendor shall not advertise or publish information concerning the Agreement including, without limitation, advertising that the University is a customer or client of Successful Vendor and shall not utilize University marks without prior written consent of the University.

**4.3 Certification**

By signature on the "Proposal Certification" form included under Section 6.0, the Vendor certifies that the submission of the proposal did not involve collusion or other anti-competitive practices. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. In addition, Vendor certifies whether or not an employee of the University has, or whose relative has, a substantial interest in any Agreement subsequent to this ITN. Vendor also certifies their status with regard to debarment or suspension by any federal entity.

Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the submitted proposal and, if applicable, any resulting Agreement. Signing the certification with a false statement shall void the proposal and, if applicable, any resulting Agreement. Any resulting Agreement may be subject to legal remedies provided by law. Vendor agrees to promote and offer to the University only those services and/or materials as stated in and allowed for under resulting Agreement(s).

**4.4 Conflict of Interest**

The award hereunder is subject to the provisions of §112, Fla. Stat. Vendors must disclose with the proposal the name of any officer, director or agent of Vendor who is, or whose spouse or child is, an employee of the University. Further, all Vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of 5 percent or more in the Vendor's firm or any of its branches.

**4.5 Drug Free Workplace**

The Successful Vendor agrees that in the performance of the Agreement, neither the Successful Vendor nor any employee of the Successful Vendor shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity covered by the Agreement. The University reserves the right to request a copy of the Successful Vendor's Drug Free Workplace Policy. The Successful Vendor further agrees to insert a provision substantially the same as this statement in any and all subcontracts permitted for the performance of the work.

**4.6 Non-Discrimination Equal Opportunity and Diversity Statement**

The University of North Florida is committed to providing an inclusive and welcoming environment for all who interact in our community. To accomplish this intent, UNF conforms to both the spirit and the letter of all laws and regulations that prohibit discrimination and harassment on the basis of genetic information, race, color, religion, age, sex, disability, gender identity/expression, sexual orientation, marital status, national origin or veteran status in any program, service or activity it offers. Similarly, UNF will not commit or permit retaliation. The contracting party will adhere to such provisions and provide to the University, upon request, evidence of compliance federal and state law and University provisions. A failure to so adhere or to provide such evidence shall constitute a material default under the agreement.

**4.7 Federal, State and Local Taxes, Licenses and Permits**

The Successful Vendor is solely responsible for complying with all applicable laws, rules, regulations, and ordinances (including, but not limited to those on taxes, licenses and permits), as they may apply to any matter under this ITN. The Successful Vendor must demonstrate that it is duly licensed by any regulatory body governing its performance during the term of this Agreement. Prior to the commencement of Agreement, the Successful Vendor shall be prepared to provide evidence of such licensing as may be requested by the University. Successful Vendor shall, at no expense to the University, procure and keep in force during the entire period of the Agreement all such permits and licenses.

**4.8 Inspection; Audit; Document Retention**

The Vendor agrees to maintain at its place of business records, books, account information and related materials relevant to this Agreement. The University and the Auditor General of the State of Florida, or any of their authorized representatives, will have the right upon reasonable notice to inspect such materials or obtain copies thereof, whether by their own representatives or by certified public accountants, during reasonable business hours and in a manner that does not disrupt the Vendor's business operations. The Vendor agrees to retain any documents relevant to the Agreement for a period of at least three years after the final payment or termination of the Agreement, whichever is later. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute resolved. The Vendor's invoices for payment or other compensation shall be submitted in detail sufficient for proper pre-audit and post-audit review. The Vendor agrees to include this provision in any contract it has with any subcontractor, consultant or agent whose services will be charged directly or indirectly to the Agreement.

**4.9 Liens**

Each Successful Vendor shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Successful Vendor.

**4.10 Modifications**

The Agreement can be modified or rescinded only by a writing signed by either parties or their duly authorized agents.

**4.11 Affirmative Action**

The University of North Florida and its vendors, contractors and subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified

protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

The University of North Florida and its vendors, contractors and subcontractors shall abide by the requirements of 41 CFR 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

#### **4.12 Ownership of Documents**

All drawings, maps, sketches, documents, records, programs, database, reports and other data developed or purchased under this Agreement, for or at the University's expense, shall be and remains the University's property without restriction, reservation or qualifications. The Successful Vendor may retain copies necessary for recordkeeping documentation and all such other business purposes related to the Agreement. All materials and products produced shall be provided to the University upon expiration of this Agreement.

#### **4.13 Sales and Use Tax**

The Successful Vendor agrees to comply, and to require all of his subcontractors to comply, with all the provisions of applicable law. The Successful Vendor further agrees to indemnify and hold harmless the University from any and all claims and demands made against it by virtue of the failure of the Successful Vendor, or any subcontractors, to comply with the provisions of any and all said laws. The University is exempt from state sales, excise and use taxes.

#### **4.14 Sexual Harassment**

Federal law and the regulations and/or policies of the University prohibit sexual harassment of University employees or students or other persons on the University campus. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive working environment for University employees, or a hostile or offensive academic environment for University students. University Vendors, subcontractors and suppliers are required to exercise control over their employees so as to prevent acts of sexual harassment of University employees and students. The employer of any person who the University, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of the Agreement to cause such person to remain off University premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease. Successful Vendor shall protect and indemnify the University, its officers and agents to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any actual or alleged sexual harassment by Successful Vendor, its subcontractors, suppliers, their employees and agents.

#### **4.15 Small Business**

The University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses, in the provision of goods and services. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses.

#### **4.16 Smoking Policy**

The University of North Florida is designated Smoke -Free. The act of smoking is prohibited on University controlled properties.

- This regulation applies to all members of the University community which includes faculty, staff, students, volunteers, contractors and visitors.
- The use of smoke-free electronic cigarettes is permitted outdoors only.
- The sale of smoking products is prohibited.
- The free distribution of smoking products is prohibited.
- Smoking related advertising or sponsorship is prohibited.

For the complete regulation, see [http://www.unf.edu/president/policies\\_regulations/01-General/1\\_0140R.aspx](http://www.unf.edu/president/policies_regulations/01-General/1_0140R.aspx)

#### **4.17 Sustainability Preferences**

The University's procurement directives support the purchase of products that will minimize any negative environmental impacts of our work. In order to facilitate a healthy market in recycled products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare, and the conservation of energy and natural resources, to use and promote environmentally responsible products as well as energy efficient fixtures, appliances and mechanical equipment used in new construction and retrofit of University facilities.

#### **4.18 Assignment Delegation**

No right or interest in the Agreement shall be assigned, or delegation of any obligation made by Successful Vendor, without the University's written consent. Any attempted assignment or delegation by Successful Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### **4.19 Assignment of Anti-Trust Overcharge Claims**

The parties recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the ultimate purchaser. Therefore, Successful Vendor hereby assigns to the University any and all claims for such overcharges.

#### **4.20 Force Majeure**

Neither University nor Successful Vendor shall be responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

#### **4.21 Furnish and Install**

The items specified in this solicitation will be provided on a furnished and installed basis. The Successful Vendor shall have the complete responsibility for the items or system until it is in place and working. Any special installation preparation and requirements must be submitted to the University. All transportation and coordination arrangements will be the responsibility of the Successful Vendor. Delivery of equipment will be coordinated so that items or systems will be delivered directly to the installation site. This effort will minimize risk of damage and avoid double handling.

#### **4.22 Indemnification/Hold Harmless**

The Successful Vendor shall indemnify, defend, and hold harmless the University, the University's Board of Trustees, the Florida Board of Governors and the State of their officers, agents, and employees, ("Indemnified Parties") from and against any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or

litigation expenses, which may be brought, or made against or incurred, on account of loss of or damage to, any property or for injuries to, or death, of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, breach of contract, fault, mistake, or negligence of Successful Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives, in connection with or incident to the performance of the Agreement. Successful Vendor's obligation under this provision shall not extend to any liability caused by the sole negligence of the University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Successful Vendor and third party infringement under the Agreement.

The University does not indemnify or hold the Vendor harmless from loss, damage, injury or otherwise that Vendor suffers arising in connection with the Agreement. The University does not agree to enlarge the scope of the waiver of sovereign immunity provided in §768.28, Fla. Stat.

#### **4.23 Insurance Requirements**

The Successful Vendor shall purchase from, and maintain with, a company or companies lawfully authorized to do business in Florida and acceptable to the University such insurance as will protect the Successful Vendor from claims arising out of, or resulting from, the Successful Vendor's operations under the Agreement and for which the Successful Vendor may be legally liable, whether such operations be by the Successful Vendor or by their subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Successful Vendor shall file with the University Certificates of Insurance prior to the commencement of this Agreement and shall file Certificates of Insurance evidencing the renewal of such policies at least 30 days prior to the date that each applicable insurance policy is scheduled to expire. The University must be named "additional insured" on automobile and general liability policies by written policy endorsement with a copy of the endorsement page provided to the University. The University shall not be liable for any deductibles or retentions to any insurance policies carried by the Vendor.

General Liability Insurance – The Successful Vendor shall provide the ISO Commercial General Liability policy for general liability coverage for limits equal to the greater of

- Each occurrence: \$1 million
- Products: \$1 million
- Damage to premises: \$500,000
- General aggregate: \$2 million
- The "COMMERCIAL GENERAL LIABILITY" box must be checked
- The "OCCUR" box must be checked

Coverage shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Successful Vendor shall secure and maintain for the life of this Agreement valid Worker's Compensation Insurance as required by §440, Fla. Stat.

Automobile Liability - The Successful Vendor shall secure and maintain during the life of this Agreement Automobile Liability insurance on all vehicles against bodily injury and property damage:

The box(es) that is/are checked must include a check in the box for Any Auto or All Owned, Hired and Non-Owned Autos

- Combined Single Limit coverage: \$1 million.
- If separate Bodily Injury and Property Damage limits are purchased, each must be \$1 million.

Additional Coverage - The Successful Vendor shall secure and maintain for the term of this Agreement any additional insurance coverage required elsewhere in the RFP.

#### **4.24 Protection of Property**

The Successful Vendor shall at all times guard against damage or loss to the property of the University, or of others or Vendors, and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Successful Vendor or their agents. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

#### **4.25 Labor Disputes**

Successful Vendor shall give prompt notice to the University of any actual or potential labor dispute which delays or may delay performance of the Agreement.

#### **4.26 Compliance with Laws, University Regulations and Policies**

Successful Vendors are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances and regulations affecting the rights of their employees and shall protect and indemnify the University, its officers and agents to the full extent of the indemnification set forth in paragraph 4.24 against any claims of liability arising from or based on any violation thereof.

The Successful Vendor's employees, and any other persons in or about the University's premises at the instance or request of Successful Vendor, shall conform to all regulations and policies established by the University to govern the general conduct of persons in or about the University's premises. University Regulations and Policies are available on the University's website at [www.unf.edu](http://www.unf.edu).

#### **4.27 No Replacement of Defective Tender**

Every tender of goods must fully comply with all provisions of the Agreement as to the time of delivery, quantity and the like. A tender that does not fully conform shall constitute a breach and Successful Vendor shall not have the right to substitute a conforming tender.

#### **4.28 No Waiver of Right by the University**

No waiver by University of any breach of the provisions of the Agreement by the Successful Vendor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Agreement.

#### **4.29 Parking**

The Successful Vendor shall obtain all parking permits and/or decals that may be required while conducting business on University premises. The Successful Vendor should visit <http://www.unf.edu/parking> for additional information.

#### **4.30 Payment Terms**

The University's obligation is payable only and solely from funds appropriated for the purpose of the Agreement. The University shall mail the Successful Vendor's payment within 40 days after receipt of



an acceptable invoice and receipt, inspection and acceptance of the goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to mail payment within 40 days shall result in the University paying interest at the rate established pursuant to §55.03(1), Fla. Stat. These provisions apply only to any undisputed amounts for which payment has been authorized.

**4.31 Prior Course of Dealings**

No trade usage, prior course of dealings or course of performance under other agreements shall be a part of any agreement resulting from this ITN; nor shall such trade usage, prior course of dealing or course of performance be used in the interpretation or construction of such resulting Agreement.

**4.32 Public Entity Crime**

A person or affiliate who has been placed on the convicted list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs or leases, and may not be awarded or perform work as a Vendor, supplier, subcontractor or consultant for the University for a period of 36 months from the date of being placed on the convicted list. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person, who is active in its management and who has been convicted of a public entity crime (UNF Regulation 13.0010R (II)(4)).

**4.33 Public Records**

All proposal information submitted and opened becomes subject to the Public Law set forth in §119, Fla. Stat. The Agreement may be unilaterally canceled for refusal by Vendor to allow public access to all documents, papers, letters or other materials subject to the provisions of §119, Fla. Stat. and made or received by the Vendor in conjunction with the Agreement.

IF THE CONTRACTING PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTING PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT UNF'S OFFICE OF THE GENERAL COUNSEL, 904-620-2828, [KSTONE@UNF.EDU](mailto:KSTONE@UNF.EDU), 1 UNF DRIVE, JACKSONVILLE, FLORIDA 32224.

To the extent applicable, (i) the party contracting with UNF will comply with all obligations imposed on contractors set forth in Florida Statutes Section 119.0701(2)(b), relating to public records, and (ii) the parties will be governed by and comply with the protocol established in Florida Statutes Section 119.0701(3) for public records requests.

**4.34 Referencing of Orders**

For each order issued against an Agreement resulting hereunder, the University intends to reference this ITN for pricing, terms and conditions, delivery location and other particulars. However, in the event the University fails to do so, the University's right to such terms and conditions and particulars shall not be affected and no liability of any kind or amount shall accrue to the University.

**4.35 Remedies and Applicable Law**

The Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida and the regulations of the Florida Board of Governors and the University. The University and

Successful Vendor shall have all remedies afforded each by said law. The venue of any action or litigation commenced to enforce the Agreement is Duval County, Florida.

**4.36 Right of Inspection**

University has the right to inspect the goods at delivery before accepting them.

**4.37 Right of Offset**

The University shall be entitled to offset against any sums due the Successful Vendor, any expenses or costs incurred by the University or damages assessed by the University concerning the Successful Vendor's non-conforming performance or failure to perform the Agreement or any other debt owing the University including expenses, costs and damages described in the termination provisions contained herein.

**4.38 Shipment under Reservation Prohibited**

Successful Vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.

**4.39 Specifications: Brand Name or Acceptable Alternate**

Where in these specifications reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the sole purpose of establishing a basis of a comparable standard of quality, performance and characteristics desired. It is not intended to limit or restrict competition. It shall be understood that such method of specification description is not intended to exclude other processes, similar designs or kinds of materials, but is intended solely as a means of establishing a standard of comparison to be utilized for solicitation evaluation purposes. Other material or product may be used, if in the sole opinion of the University, they are equal in durability, quality and of a design in harmony with the intent of these specifications. Such other material or product which is substantially equivalent to those specific brand(s) specified shall qualify for solicitation evaluation and award consideration by the University. The University reserves the right to reject any substitute material or product which, in its opinion, does not meet the standard of quality established by reference in these specifications and is not considered an acceptable alternate for the intended use and purpose. The burden of proof as to meeting the requirements of these specifications shall be the responsibility of the submitting Vendor. Such proposer(s) who is/are offering any material or product other than the item(s) specified herein must submit with their solicitation response catalog cuts and detailed specifications which will completely describe the item(s) on which they are offering for an acceptable alternate determination by the University. Where the Vendor proposes to substitute a material or product which is not known to the University, he/she shall be prepared to submit samples on request for the University's inspection and evaluation. The cost of transportation, both ways, of such samples shall be borne by the submitting proposer.

**4.40 Successful Vendor to Package Goods**

Successful Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Successful Vendor's name and address, (b) consignee's name, address and purchase order number; (c) container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Successful Vendor shall bear cost of packaging unless otherwise provided.

## **4.41 Termination**

### **4.41.1 Convenience**

The University reserves the right to terminate the Agreement, in whole or part, at any time when in the best interests of the University without penalty or cause. Upon receipt of the written notice, the Successful Vendor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the University. In the event of termination under this provision, all documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of and delivered to the University. The Successful Vendor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Successful Vendor's sole remedy against the University in the event of termination under this provision. Successful Vendor acknowledges and agrees that receipt of just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination by University for convenience constitutes fair and adequate consideration and mutuality of obligation to support the Agreement.

### **4.41.2 Default**

The University reserves the right to terminate the Agreement, in whole or in part, due to (a) the failure of the Successful Vendor to comply with any term or condition of the Agreement including, without limitation, any breach of a warranty or representation or (b) the failure of the Successful Vendor to make reasonably satisfactory progress in performing the Agreement. The University shall provide written notice of the termination stating grounds for the termination to the Successful Vendor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Successful Vendor under the Agreement shall become the property of, and be delivered to, the University on demand. The University may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the Agreement. The Successful Vendor shall be liable to the University for any excess costs incurred by the University in re-procuring the materials or services, together with reasonable attorney's fees and costs associated with the collection of such excess costs.

### **4.41.3 Gratuities**

The University may, by written notice to the Successful Vendor, cancel the Agreement if it is discovered by the University that gratuities in the form of entertainment, gifts, loans, rewards, promises of future employment, favors or services were offered, or given, by the Successful Vendor or any agent or representative of the Successful Vendor, to any officer or employee of the University with a view toward securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the University pursuant to this provision, the University shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Successful Vendor in providing such gratuities.

### **4.41.4 Insolvency**

The University shall have the right to terminate the Agreement at any time in the event Successful Vendor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in

bankruptcy is filed against Successful Vendor and not discharged within 30 days; of if Successful Vendor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; of if a receiver is appointed for Successful Vendor or its business.

#### **4.41.5 Legislative Appropriation**

Obligations of the University under the Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Florida Legislature.

#### **4.41.6 Stop Work Order**

The University may at any time, by written order to the Successful Vendor, require the Successful Vendor to stop all or any part of the work called for by the Agreement for a period of 90 days after the order is delivered to the Successful Vendor and for any further period to which the parties may agree. The order shall be specifically identified as a Stop Work Order issued under this provision. Upon receipt of the order, the Successful Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, the Successful Vendor shall resume work. The University shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

#### **4.41.7 Suspension or Debarment**

The University may by written notice to the Successful Vendor, immediately terminate the Agreement if the University determines that the Successful Vendor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity including, but limited to, being disapproved as a subcontractor Vendor of any public procurement unit or other governmental body.

#### **4.41.8 Continuation of Performance through Termination**

The Successful Vendor shall continue to perform, in accordance with the requirements of Agreement, up to the date of termination as directed in the termination notice.

#### **4.42 Title Risk of Loss**

The title and risk of loss of the goods shall not pass to University until University actually receives the goods at the point, or points of delivery.

#### **4.43 Representations and Warranties**

In addition to any implied warranties, Successful Vendor represents and warrants:

- The goods furnished will conform to the specifications, drawings and descriptions listed herein and to the sample, or samples, furnished by the Successful Vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.
- All personnel engaged in the performance of this Agreement shall be qualified to perform the services rendered and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- All information and documentation supplied by Vendor to the University in the solicitation in true and correct and Vendor has not failed to disclose any matter which, if known to the University, would disqualify Vendor from participation in the ITN.

**4.44 No Limitation of Liability; Mutuality of Remedies**

The University does not consent to any limitation of the liability of the Successful Vendor for injury, loss or damage arising in connection with the Agreement, any breach of the Agreement or any breach of any representation or warranty by Successful Vendor. The University does not consent to limitations on the amount of money damages or to limitations on its right to recovery special, incidental, indirect, consequential or exemplary damages when proven. Nothing in the Agreement shall be construed to deny to Successful Vendor or the University any remedy available to either under the laws of the State of Florida.

**4.45 Governing Law**

The Agreement shall be construed in accordance with and governed by the substantive laws of the State of Florida without regard to conflict of laws principles.

**4.46 Confidentiality**

The University is governed by the Florida Public Records Law, §119, Fla. Stat. The Florida Public Records law imposes restrictions on the University's ability to maintain the confidentiality of agreements and other data not constituting trade secrets. University shall have no liability for the release of the Agreement, related documents, correspondence or other materials to a third party if the University, in its reasonable discretion, determines that such release is required by the Florida Public Records Law provided, however, that as to any materials identified as confidential in the Agreement, the University will endeavor to provide Vendor five days advance written notice of its intended release of such materials.

**4.47 Independent Contractor**

Vendor is an independent contractor and not an agent, employee, partner, joint venture or representative of the University and neither Vendor nor any of its employees, officers or agents shall hold themselves out as such. Neither Vendor nor the University has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other, unless Vendor and the University expressly agree otherwise in a writing signed by both parties. Vendor or, as applicable, the parties with whom Vendor contracts shall bear and be solely responsible for (i) paying all wages (including overtime pay), benefits and other compensation to which their employees may be entitled to receive in connection with performing the Agreement and (ii) withholding, reporting and paying all applicable payroll taxes and contributions, including without limitation federal, state and local income taxes, social security taxes, employment and unemployment compensation taxes, Medicare and workers' compensation. The University shall not withhold any taxes in connection with the compensation paid to Vendor in relation to their performance of the Agreement. Such payments shall be the sole responsibility of Vendor or, as applicable, the parties with whom Vendor contracts and Vendor agrees to file all required forms and make all required payments appropriate to each employee's tax status when and as they become due. Vendor or, as applicable, the parties with whom Vendor contracts shall bear the cost of, and be solely responsible for, obtaining and maintaining all necessary insurance coverage and benefits for each employee including, without limitation, workers' compensation, health, disability, general liability and other insurance and benefits to which such employees may be entitled. Vendor or, as applicable, the third parties with whom Vendor contracts are solely responsible for payments related to any retirement benefits or other welfare or pension benefits to which its employees are entitled. None of the employees are entitled to neither participate in any of the benefits provided to University employees (including additional pay or time off for University holidays or vacations) nor in any employee benefit plans, arrangements or

distributions of the University. Vendor shall be responsible for providing Vendor's own insurance coverage to protect Vendor from any claims made against Vendor by employees, including those that may arise from the goods or services rendered pursuant to the Agreement.

**4.48 Dispute Resolution**

Absent a separate written agreement so providing, the University does not consent to binding arbitration or binding mediation of disputes arising pursuant to, or in connection with, the Agreement. Disputes involving monetary claims of \$200,000 or less may, at the sole option of the University, be conducted pursuant to the Administrative Procedures Act, §120 Fla. Stat. All other disputes shall be adjudicated by the state courts of Florida.

**4.49 Incorporation of Sections of ITN**

The substantive provisions of Section 1 (Overview), Section 3 (General Information and Instructions to Proposers) and Section 4 (Agreement Terms and Conditions) of this ITN, to the extent not fully performed prior to the Agreement, are incorporated and made a part of the Agreement.

**4.50 Travel Expenses**

Travel expenses are reimbursable to Vendor only if the ITN provides that the Vendor's fee for services is not all-inclusive and that the University will fund such travel in addition to the Vendor's fee. Where travel is reimbursable, Vendor agrees to complete a travel authorization form prior to traveling and to submit bills for any travel expenses in accordance with §112.061, Fla. Stat. No travel expenses will be paid to, or for the benefit of, any individual in excess of the amount permitted by §112.061, Fla. Stat.

**4.51 Employment of Undocumented Workers**

Vendor shall comply with any applicable law prohibiting the employment of undocumented aliens.

**4.52 Survival**

The obligations under this Agreement which, by their nature, would continue beyond the expiration of the term of this Agreement shall survive termination, expiration or cancellation of this Agreement.

**4.53 Severability**

If any provision of the Agreement is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of the Agreement.

**4.54 Headings; Counterparts, Photocopies**

The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement. This Agreement may be executed in one or more counterparts all of which, when taken together, shall be considered one and the same agreement. A photocopy of a fully executed counterpart of this Agreement is competent evidence of an original hereof.

**5.0 SCOPE OF WORK / REQUIREMENTS**

It is the University's intent to award a Contract to the best overall Proposer as determined solely by the University. It is the desire of UNF to receive Proposals from Vendors who have demonstrated the ability to provide quality products and high standards of service.

**5.1 Term of Agreement**

The term of this Agreement will be for an initial period of five years, 1/01/2019 to 12/31/2023, with an option to renew based on satisfactory performance and the written approval of both parties for up to one additional five-year period. The Vendor will be compensated by a set percentage of the total monies collected from washer and dryers only. This contract does not guarantee any specific revenue will be generated during the contract period.

**5.2 Commission and Option Quotations**

It is required that Attachment A (Commission Sheet) and Attachment B (Free Laundry Option, Pricing Sheet) be furnished with this Intent to Negotiate be completed and submitted with your proposal. Commission paid to the University may be no less than 50% of the total monies collected from washers and dryers. The University reserves the right to convert individual facilities to free laundry. The Vendor must submit Attachment B for this scenario.

Do not send generated quotations as your bid. Failure to comply with this request may eliminate your bid from consideration in the bid award. Commission agreement and option quote is firm for a period of 90 days following the bid opening date. Failure to quote the term for which your proposal will remain firm may eliminate your bid from consideration.

**5.3 Accounting and Reports**

All records, reports and budgets submitted by the Successful Vendor to UNF will follow the Contract Year (Jan-Dec) for year-to-date numbers. The Successful Vendor shall provide UNF with monthly reports by the 15th of the following month using the base template in Exhibit III. The Vendor shall pay the University a percentage of the gross laundry revenues on a monthly basis. The percentage shall be calculated by multiplying the previous month's gross laundry collections by the percentage offered. Payment must be made to the University by check within thirty (30) days of the monthly report from Vendor.

**5.4 Equipment Specifications**

The equipment shall be new, of recent design, of adequate size, capacity and proven efficiency for the intended use. All laundry equipment must be capable of operation by university card reader. Model numbers, specifications, and descriptive literature of electric and gas washers and dryers to be supplied must be submitted within Vendor's proposal. Specifications must include amperage requirements. Maximum starting amps, maximum running amps and kWh per month must be shown. The University reserves the right to reject high energy-consuming units. All equipment must be subject to the approval of the University. All units shall be new and equipped with Electronic Counters to record cycles. The machine color will be agreed upon by the University and the Vendor.

Minimum capacity requirements:

Commercial Washer – 2.3 cu. ft. or approximately 16 lbs.

Commercial Dryer – 5 cu. ft.

**5.5 Installation**

Contractor must deliver, install, and make operational the specified washers and dryers by January 4, 2018. Upon award of the contract, the University and Vendor will determine a timeline for placement of the equipment.

Contractor must be solely responsible for the immediate removal from the University premises of any debris, boxes, etc., resulting from the initial installation processes as well as from subsequent repair or replacement of installed equipment. Contractor shall also be responsible for pre-cleaning, as necessary, and area designated for installation.

All expenses for the installation or removal of washer or dryer machines shall be borne by the Vendor.

**5.6 Maintenance and Support**

It shall be the sole responsibility of the Vendor to perform all maintenance related to washers and dryers after notification of a problem by the University. Vendor agrees that it will, at its own expense, give complete and immediate service at any time within twenty-four (24) hours of notification of a need for maintenance or repair service to a washer or dryer. Vendor agrees to replace any machine which experiences three (3) service calls in a thirty (30) day period with a new machine. Equipment which cannot be returned to full service within 48 hours of notification of needed repair shall be replaced until the original equipment is returned to service or permanently replaced.

Vendor must provide a toll-free telephone number for service assistance. The number must be answered 24 hours a day, seven days a week. A web-based system for taking requests may also be used in addition to a toll-free number.

Parking fees are the responsibility of the Vendor. Please refer to the Parking and Transportation Services website for pass fees: <https://www.unf.edu/parking/>.

**5.7 Professionalism**

Vendor shall include a set of performance standards relative to quality and efficiency of service, staffing levels, staff training, attitude and dress of personnel. All service of machines must be performed by the Vendor only. It is required that all Vendor employees be respectful and polite to all personal while conducting business on the University of North Florida campus. Vendor employees must have an overall neat appearance, uniform shirt including company name, and name tag must be worn at all times. T-shirts are acceptable if company name is displayed. Vendor will be responsible for supplying and coordinating all personnel and labor utilized in the performance of this contract and will be responsible for the full and complete control of the actions of its personnel while on the University campus.

All instances of damage, theft, or vandalism must be reported to the University in a timely fashion.

**5.8 Quantity Changes**

During the term of this contract, Vendor may be required to install additional washers and dryers and card readers in locations not listed in Exhibit I, at its own expense. The quantities and locations are not known at this time. The University reserves the right to increase or decrease quantities of washers and dryers at any time during the term of this contract.



**5.9 Osprey1 Card Hardware and Software**

The University of North Florida's Osprey1 Card Office utilizes Blackboard Transact SaaS. Business Services plans to migrate to Atrium by July 1, 2019. All proposed hardware or software must integrate with the system active at that time. It is the responsibility of the Vendor to ensure their laundry machines are compatible with Atrium applications, readers, and associated equipment throughout the term(s) of this contract including any system upgrades. The University makes no warranty as to the number of current card readers remaining compatible throughout the terms of this contract due to technology, system upgrades, wiring, and network requirements.

All laundry locations are equipped with one University-owned ITC Systems Laundry Masters card reader. The University welcomes a card reader upgrade option in Vendor's proposal. Any future card reader model must be an ITC Systems reader and interface with Osprey1 Card software. The Vendor who is awarded this contract will be responsible for buying the equipment upgrades and additional equipment for any new locations added during the term(s) of this contract. Any card readers and associated equipment purchased by the Vendor shall remain property of the Vendor.

Vendor shall be responsible for maintenance of any current, new, and added card readers. Like equipment repair, Vendor agrees that it will, at its own expense, give complete and immediate service at any time within twenty-four (24) hours of notification.

**5.10 Laundry Notification System**

The University currently utilizes LaundryView for student access to equipment status and wash/dry time. Vendor may propose current or alternative notification system to provide such services. Notification system must interface with Atrium and a mobile application.

Vendor must certify that no personally identifiable information (PII) is retained through student interface with the mobile application. Vendor's proposal will address how information is accepted and disposed of to meet this objective.

**5.11 Inspections**

Vendor agrees that it will inspect the laundry equipment to ensure full functionality and cleanliness on a quarterly basis. Vendor will be allowed to enter any laundry facility between the hours of 7:00 a.m. and 6:00 p.m. for servicing, inspecting, removing or replacing machines. Access will be granted at other times in the event of an emergency only, as approved by the University.

**5.12 Other Incentives**

Any additional incentives, including financial or educational, that are part of the Vendor's proposal will be included in the submittal. Discuss and explain any recommended facility enhancements in the proposal.

**5.13 Contract Expiration**

At the end of the final contract term, Vendor-owned equipment will be removed at the Vendor's expense. The University and Vendor will determine a timeline for equipment removal.

**6.0 CERTIFICATION AND FORMS (Tab 2)**

**6.1 Certification of Proposal**

Explanation: This certification attests to the Vendor’s awareness and agreement to the content of this Invitation to Negotiate (ITN) and all accompanying terms, conditions and provisions contained herein. In addition, any documents incorporated by reference in the requests for additional language or request for revisions and any and all forms UNF will need to fill out, prepare or submit to Vendor if awarded the contract must be included in Vendor’s solicitation response. Be advised that UNF, as a State University, must adhere to applicable laws and regulations and therefore certain terms and conditions cannot be altered.

Action: Vendor is to ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Invitation to Negotiate #19-02 issued by the University. The undersigned, as a duly authorized officer, hereby certifies that

\_\_\_\_\_

(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions and provisions of the referenced ITN and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the ITN. The proposal shall remain in effect for a period of (90) calendar days as of the Due Date for responses to the ITN.

The undersigned further certifies that their firm (check one) \_\_\_ IS or \_\_\_ IS NOT currently debarred, suspended or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Invitation to Negotiate are:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

-----

Name of Official: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**6.2 Conflict of Interest Certificate**

Proposer must execute either Section I or Section II hereunder relative to §112.313(12), Fla. Stat. Failure to execute either section may result in rejection of this proposal.

**SECTION I**

I hereby certify that no official or employee of the UNF requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
Name of Official (type or print)	Company Name
_____	_____
Signature	Business Address
	_____
	City, State, Zip Code

**SECTION II**

I hereby certify that the following named UNF official(s) and/or employee(s) having material financial interest (in excess of 5 percent) in this company have filed Conflict of Interest Statements with Procurement Services, 1 UNF Drive, Jacksonville, FL 32224 prior to the time of proposal opening.

_____	_____	_____
Name	Title/Position	Date of Filing
_____	_____	_____
Name of Official (type or print)		Company Name
_____		_____
Signature		Business Address
		_____
		City, State, Zip Code

**PUBLIC OFFICIAL DISCLOSURE**

The UNF requires that a public official who has a financial interest in a proposal or contract make a disclosure at the time that the proposal or contract is submitted, or at the time that the public official acquires a financial interest in the proposal or contract. Please provide disclosure, if applicable, with proposal.

Public Official: \_\_\_\_\_

Position Held: \_\_\_\_\_

Position/Relationship with Proposer: \_\_\_\_\_

**6.3 Addendum Acknowledgment**

I, the undersigned, acknowledge the receipt of:

Addendum # \_\_\_\_\_ through Addendum # \_\_\_\_\_

All addenda to this ITN #19-02 shall become part of your firm’s competitive solicitation response and the subsequent contract, if applicable.

The University has no obligation to furnish addenda by any other means than posting to its website. Failure to acknowledge addendum/addenda issued as a result of this Invitation to Negotiate and returning this form with your response may result in disqualification of your response to this ITN.

Authorized Signature: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**6.4 Government Classifications**

Check all applicable:

- |  |   |
|--|---|
| <input type="checkbox"/> Hispanic          | <input type="checkbox"/> American Women           |
| <input type="checkbox"/> African American  | <input type="checkbox"/> Women Owned              |
| <input type="checkbox"/> Asian-Hawaiian    | <input type="checkbox"/> Non-Minority             |
| <input type="checkbox"/> Native American   | <input type="checkbox"/> Veteran                  |
| <input type="checkbox"/> Small Business    | <input type="checkbox"/> Disabled                 |
| <input type="checkbox"/> Government Agency | <input type="checkbox"/> Service Disabled Veteran |

**6.5 Invoice and Payment**

Payment shall be made by the University of North Florida to Contractor/Vendor in accordance with the Florida Prompt Payment Act (see Section 4.32). The University’s preferred method of payment is by credit card. Upon award, Contractor/Vendor will be contacted by the University to participate in its credit card payment program. Contractor/Vendor should complete the information requested below:

Contractor/Vendor will \_\_\_ will not \_\_\_ accept credit card payment.

Accounting Department contact information:

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**EXHIBIT I  
EQUIPMENT CONFIGURATION (JULY 2018)**

Location	Resident Bed Count	Washer Quantity	Dryer Quantity	Maximum Occupancy
Osprey Hall Z building	250	8	8	
Osprey Landing W building	144	6	6	216
Osprey Landing X building	152	6	6	228
Osprey Landing Y building	150	7	8	225
Osprey Cove T building	146	8	8	219
Osprey Cove U building	152	6	6	228
Osprey Cove V building	150	8	8	225
Osprey Crossings Q building	160	6	6	240
Osprey Crossings R building	160	6	6	240
Osprey Crossings S building	164	6	6	246
Osprey Clubhouse (Osprey Village)	422	12	16	Non- residential
Osprey Fountains North Tower 1st floor	100	4	4	
Osprey Fountains North Tower 2nd floor	100	4	4	
Osprey Fountains North Tower 3rd floor	100	4	4	
Osprey Fountains North Tower 4th floor	100	4	4	
Osprey Fountains North Tower 5th floor	100	4	4	
Osprey Fountains South Tower 1st floor	100	4	4	
Osprey Fountains South Tower 2nd floor	100	4	4	
Osprey Fountains South Tower 3rd floor	100	4	4	
Osprey Fountains South Tower 4th floor	100	4	4	
Osprey Fountains South Tower 5th floor	100	4	4	
<b>TOTAL</b>	<b>3050</b>	<b>119</b>	<b>124</b>	

Cost per cycle is currently \$1.25 to wash and \$1.00 to dry.

There is currently one ITC Systems Laundry Masters card reader per location.

**EXHIBIT III  
MONTHLY REPORTING TEMPLATE**

Location	Laundry Spending	UNF Commission _____ %	Vendor Revenue _____ %
Osprey Hall Z building			
Osprey Landing W, X & Y buildings			
Osprey Cove T, U & V buildings			
Osprey Crossings Q, R & S building			
Osprey Village A-G building			
Osprey Fountains North & South Towers			
TOTAL			

**ATTACHMENT A  
COMMISSION SHEET**

The Vendor has examined the INVITATION TO NEGOTIATE, all incorporated exhibits, attachments, any subsequent addenda, and the operational sites. Being familiar with any conditions which may affect the proposed operations, the Vendor hereby proposes to furnish administration, repair personnel, washers, dryers, laundry notification software, tools, supplies, transportation, insurance, and any other requisite items necessary to operate Campus Laundry Services at the University of North Florida.

As consideration for the locations indicated in Exhibit I and the supplying of utilities heretofore set out, Vendor agrees to pay the University within thirty (30) days of the monthly report for **no less than 50% of the total collected**.

\_\_\_\_\_ % of total collected from all washers and dryers installed by Vendor

In addition to proposed percentage offered, Vendors are encouraged to propose other incentives or other revenue options to be paid to the University. Please explain in detail an other incentives and revenue options offered.

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The per wash cycle and dry cycle price quoted in the Vendor’s proposal cannot be increased during the five (5) year initial term. At the end of the initial term, Vendor may request a price increase or decrease, which is subject to acceptance by the University. A written request for a price increase must be submitted to the University by the Vendor no later than sixty (60) days prior to contract expiration.

Proposed machine prices for Contract Years 1-5:

Cost per wash cycle \_\_\_\_\_

Cost per dry cycle \_\_\_\_\_

**ATTACHMENT B  
FREE LAUNDRY OPTION, PRICING SHEET**

The University reserves the right to convert active or new machines to “free” laundry, in which the student does not pay to wash or dry laundry. The Vendor is asked to propose a cost per machine type and invoicing requirements.

Vendor will invoice by \_\_\_\_\_  
Month / Semester / Year

Rate per washer \_\_\_\_\_

Rate per dryer \_\_\_\_\_

Please provide any additional comments concerning the free laundry option.

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