



UNIVERSITY OF CENTRAL FLORIDA

REVISED
Board of Trustees Meeting
September 27, 2018
***FAIRWINDS* Alumni Center**
Agenda
8:30 a.m. – 4 p.m.
Lunch 12 p.m.
800-442-5794, passcode 463796

COMMITTEE MEETINGS

| | |
|----------------------|---|
| 8:30 – 9 a.m. | Compensation and Labor, John Sprouls, Chair |
| 9 – 10:30 a.m. | Educational Programs, Robert Garvy, Chair |
| 10:30 – 11:15 a.m. | Nominating and Governance, William Yeargin, Chair |
| 11:15 a.m. – 12 p.m. | Finance and Facilities, Alex Martins, Chair |

BOARD MEETING

1 – 4 p.m.

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| 1. Welcome and call to order | Marcos Marchena, Chairman |
| 2. Roll Call | Grant J. Heston, Assistant Corporate Secretary |
| 3. Public Comment | Grant J. Heston |
| 4. Minutes of July 19, 2018 and August 21, 2018 meetings | Chairman Marchena |
| 5. Remarks and introductions | Dale Whittaker, President |
| 6. Reports | Chairman Marchena |
| INFO – 1 Information | Hispanic Serving Institution (HSI) update (Dr. Cyndia Muñiz, Assistant Director, Hispanic Initiatives, Office of Diversity and Inclusion) |
| INFO – 2 Information | Update on the Board’s Investigation with Bryan Cave (Trustee Beverly Seay, Chair, Audit and Compliance Committee) |

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| 7. Advancement Committee report | Chair Conte |
| 8. Audit and Compliance Committee report | Chair Seay |
| 9. Compensation and Labor Committee report | Chair Sprouls |
| 10. Educational Programs Committee report | Chair Garvy |
| 11. Finance and Facilities Committee report | Chair Martins |
| FF – 1 | Approval UCF Downtown Campus Store Award |
| FF – 2 | Approval Puerto Rico Tuition Waiver Extension |
| FF – 3 | Approval Capital Projects Approval Policy |
| FF – 4 | Approval Concessions Award |
| 12. Nominating and Governance Committee report | Chair Yeargin |
| 13. Consent Agenda | Chairman Marchena |
| AUD – 1 | Approval University Compliance, Ethics and Risk Charter (Seay) |
| CL – 1 | Approval Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Police Benevolent Association (Sprouls) |
| CL – 2 | Approval Impact Bargaining Between the University of Central Florida Board of Trustees and the United Faculty of Florida – BOT Proposal #2 (Sprouls) |
| EP – 1 | Approval Tenure with Hire (Garvy) |
| EP – 2a | Approval Doctorate in Aerospace Engineering (Garvy) |
| EP – 2b | Approval Bachelor of Science in Materials Science and Engineering (Garvy) |

| | | |
|-----------------------------------|----------|---|
| EP – 3 | Approval | Exception to the 120 Credit Hours Requirement for Baccalaureate Programs for Bachelor of Science in Materials Science and Engineering (Garvy) |
| EP – 4 | Approval | Textbook and Instructional Materials Affordability Annual Report (Garvy) |
| FF – 5 | Approval | UCF Downtown Campus Housing Management Agreement (Martins) |
| NG – 1 | Approval | Amendments to University Regulation UCF-3.0124 Discipline and Termination for Cause of Non-Unit Faculty and A&P Staff Members (Yeargin) |
| NG – 2 | Approval | Amendments to University Regulation UCF-3.014 Faculty and Administrative and Professional Development Leave Programs (Yeargin) |
| NG – 3 | Approval | Amendments to University Regulation UCF-3.038 Advance Notice of Separation for University Support Personnel System Employees (Yeargin) |
| NG – 4 | Approval | Amendments to University Regulations UCF-3.042 Separations from Employment (Yeargin) |
| 14. New Business | | Chairman Marchena |
| 15. Announcements and Adjournment | | Chairman Marchena |
| Trustee Summit | | November 7, 2018 (Florida Atlantic University, Boca Raton) |
| BOT meeting | | November 15, 2018 (FAIRWINDS Alumni Center) |
| Commencement | | December 14 – 15, 2018 (CFE Arena) |

**Minutes
Board of Trustees Meeting
University of Central Florida
July 19, 2018**

Vice Chair Robert Garvy called the meeting of the Board of Trustees to order at 1:02 p.m. in the *FAIRWINDS* Alumni Center on the UCF Orlando campus.

Garvy reminded the board that the meeting was covered by the Florida Sunshine Law and that the public and press were invited to attend.

WELCOME

He welcomed the board members and called on Grant Heston, Associate Corporate Secretary, to call the roll. Heston determined that a quorum was present.

The following board members attended the meeting: Chairman Marcos Marchena, Vice Chair Robert Garvy, Josh Boloña, Ken Bradley, Joseph Conte, John Lord, Beverly Seay, William Self, John Sprouls, and William Yeargin. Chairman Marcos Marchena and Trustee John Sprouls attended via teleconference.

PUBLIC COMMENT

There were no requests for public comment.

MINUTES

Garvy called for approval of the May 24, 2018 and June 20, 2018 meeting minutes, which were approved.

Garvy recognized President Whittaker as taking office this month as the University's fifth president.

Garvy announced President Whittaker will further articulate his vision for UCF at his inauguration scheduled for November 9th.

Garvy stated the Transition Task Force established by Chairman Marchena had a primary goal of setting President Whittaker up for success.

Garvy called on President Dale Whittaker for remarks and introductions.

REMARKS

Whittaker addressed the board collectively for the first time as president.

Whittaker thanked Chairman Marchena for leading a transparent, inclusive search and thanked the trustees who served on the Presidential Search Committee and Transition Task Force. He also thanked John and Martha Hitt for their friendship and for a smooth transition.

Whittaker shared how he plans to shape UCF's Vision, which included hosting presidential forums in the fall, meeting with internal and external groups of strategic importance and turning to the UCF community for their expertise, passion, thought-leadership and connections to advance UCF.

Whittaker stated that as president, he wants to foster a culture where we think boldly and strategically and he expects to be more external, a storyteller and economic development partner.

Whittaker stated our goal is to be a preeminent university for the 21st century.

Whittaker indicated that he would be bringing back our "Myth Busters" series about higher education in this setting and perhaps externally.

Whittaker provided the following leadership updates:

- Janet Owen new VP for Government Relations | Thad Seymour new VP for Innovation and Partnerships.
- Deb German is now VP for Health Affairs and Dean of the College of Medicine.
- Dan Holsenbeck in his new role as Senior Counsel to the President.
- Carl Metzger was promoted to Chief of Police for UCF.
- Developing plans for an elevated leadership role in inclusion and diversity.
- Recognized Elizabeth Dooley's work in launching two new colleges and school and stepping in as Interim Provost, He updated that the search for a provost is ongoing.

Finally, Whittaker recognized the following milestones: \$183M in research awards this past year and more than \$80M raised this past year in philanthropy, which puts us past \$400M raised toward our \$500M Ignite goal.

COMMITTEE REPORTS

Garvy stated due to colleagues with pressing time commitments, the agenda would be changed to allow a quorum to be maintained.

Garvy stated the Educational, Finance and Facilities, and Nominating and Governance committees would provide their reports first and Garvy asked that those reports be kept to 5 minutes.

Garvy stated after the Consent Agenda was approved, additional comments are welcome. Following those reports, the committee resumed the agenda as scheduled.

EDUCATIONAL PROGRAMS COMMITTEE REPORT

Robert Garvy, Chair of the Educational Programs Committee, reported highlights from the committee meeting held earlier in the day.

- Janet Jasinski, Vice Provost for Faculty Excellence, presented and reported on EPC-1 2018 Tenure with Hire which was unanimously approved by the committee and placed on the consent agenda as EP-1.
- Paige Borden, Associate Provost for Academic Program Quality and Associate Vice President for Institutional Knowledge Management, presented and reported on EPC-2 Academic Degree Program Termination Master of Science in Conservation Biology which was unanimously approved by the committee and placed on the consent agenda as EP-2.
- Dooley reported on EPC-3 Conferral of Degrees for the Summer 2018 commencement ceremony on August 4th which was unanimously approved by the committee and placed on the consent agenda as EP-3. The number of degrees expected to be conferred are as follows:

3,169 Baccalaureate degrees

541 Master's degrees

110 Doctoral and Specialist degrees

3,820 Total
- Borden presented information and background on Doctoral Analysis – part 1 (INFO-1) and Elizabeth Klonoff, Vice President for Research & Commercialization, discussed the analysis (INFO-1) regarding the variety of Doctoral Programs at UCF compared to other universities and the future program requests at UCF.
- Dooley provided an update on various university items. (INFO-2) Faculty Spotlight – Megan Nickels presented on broadening access to STEM. She shared information on the organization and students.
- She reported on Valencia College Notice of Intent to develop Bachelors of Applied Science in Software Development (INFO-3). Florida Statutes requires that state universities and regionally accredited independent colleges and universities be notified. Dooley reported that UCF does not object to Valencia's intent to develop a Bachelors of Applied Science in Software Development.

- She reported that there was record breaking 183 million in Research Funding for 2017-18 which is up 23% from last year. The funding boosts UCF's effort to be a preeminent metropolitan university of global impact.
- Dooley reported the new colleges/schools officially launched on July 2, 2018. The new names are as follows:
 - College of Health Professions and Sciences
 - College of Community Innovation and Education
 - Nicholson School of Communication and Media
- She reported there is a new civic leadership requirement. The 2017 Florida legislation amended state statutes to require students initially entering any institution within the state university college system in Florida to demonstrate competency in civil literacy. Starting next month all students who have not previously attended a post-secondary institution in Florida must meet this civic leadership requirement to graduate. They must show an understanding of these four things:
 - The basic principles of American Democracy
 - The US constitution
 - The founding documents
 - The landmark Supreme Court cases
- These requirements can be met by the following:
 - Advance placement
 - College coursework in American History or Government
 - College level examination program
 - Passing the US citizenship exam which will be offered by UCF

FINANCE AND FACILITIES COMMITTEE REPORT

In Alex Martins, Chair of the Finance and Facilities Committee, absence, Bill Yeargin reported highlights from the committee meeting held on June 20, 2018.

The following actions occurred at the June 20, 2018, meeting and were already approved by the board via teleconference.

- FFC-8 The use of Spectrum Stadium for Professional Football Games
- FFC-9 Amendment to Sublease Agreement between UCF and Pegasus Hotel
- FFC-10 Assignment of Option to Purchase 11.4 Acres at Lake Nona

The following info items were presented at the June 20, 2018, committee meeting.

- William Merck, Vice President for Administration and Finance and Chief Financial Officer, and John Pittman, Associate Vice President for Debt and Revenue Management, presented a summary of the Direct Support Organizations' 2017-18 Third-Quarter Financial Reports (INFO-1)
- Merck presented the UCF Investments Quarterly Report Ended March 31, 2018, Including Annual Review (INFO-2)
- Merck presented the Campus Master Plan Public Comment Meeting Minutes (INFO-3)

- Merck and Lee Kernek, Associate Vice President for Administration and Finance, presented and reported on FFC-4 Razing of building 38 which was unanimously approved by the committee and placed on the consent agenda as FF-6. Kernek requested approval from demolition, building 39 already received demolition approval from BOG in 2015. The cost to demolish both buildings is \$300,000.

Yeargin presented the following item(s) for board approval.

- FF-1 2018-19 Direct Support Organizations' Budgets – A motion was unanimously approved
- FF-2 Five-year Capital Improvement Plan – A motion was unanimously approved
- FF-3 Academic Health Sciences Center Parking Garage- A motion was unanimously approved
- FF-4 2018-19 College of Medicine Faculty Practice Plan Budget – A motion was unanimously approved
- FF-5 2018-19 College of Medicine Self-insurance Program Budget – A motion was unanimously approved

NOMINATING AND GOVERNANCE COMMITTEE REPORT

William Yeargin, Chair of the Nominating and Governance Committee, reported highlights from the committee meeting held earlier in the day

- Yeargin reported that the following items were unanimously approved and placed on the consent agenda.
 - NGC-1 Appointment of Board Members to UCF Foundation
 - NGC-2 Appointment of Board Members to UCF Research Foundation
 - NGC-3 Appointment of Board Members to Limbitless Solutions
 - NGC-4 Appointment of Board Members to UCF Academic Health
 - NGC-5 Amendments to University Regulation UCF-3.0031 Tuition Waiver Benefit Program
 - NGC-6 Amendments to Chapter 4 University Regulations – there was one public comment related to use of drones on campus. University is working on a new drone policy and the public comment will be considered with the new policy
 - NGC-7 Amendments to Chapter 5 University Regulations
 - NGC-8 Amendments to University Regulations UCF-5.016 Student Academic Appeals and UCF-5.017 Appeals of Graduate Program Actions or Decisions – one public comment was received regarding a typo
 - NGC-9 Florida Equity Report
 - NGC-10 UCF Foundation Bylaws Amendments

CONSENT AGENDA

A motion was made to accept the consent agenda and was unanimously approved.

- EP-1 2018 Tenure with Hire
- EP-2 Academic Degree Program Termination Master of Science in Conservation Biology
- EP-3 Conferral of Degrees
- FF-6 Razing of Building 38
- NG-1 Appointment of Board Members to UCF Foundation
- NG-2 Appointment of Board Members to UCF Research Foundation
- NG-3 Appointment of Board Members to Limbitless Solutions
- NG-4 Appointment of Board Members to UCF Academic Health
- NG-5 Amendments to UCF-3.0031 Tuition Waiver Benefit Program
- NG-6 Amendments to Chapter 4 University Regulations
- NG-7 Amendments to Chapter 5 University Regulations
- NG-8 Amendments to UCF-5.016 and UCF-5.017 University Regulations
- NG-9 Florida Equity Report
- NG-10 UCF Foundation Bylaws Amendments

REPORTS (continued)

Garvy called on Mike Morsberger, Vice President for Alumni Relations and Development and CEO UCF foundation, who gave an informational report on the following item.

- INFO-1 IGNITE Campaign Update

Garvy called on Dr. Gordon Chavis, Associate Vice President for Enrollment Services, who gave an informational report on the following item.

- INFO-2 Enrollment Planning

COMMITTEE REPORTS (continued)

Garvy asked if there are any additional questions/comments from the reports provided earlier or if the Advancement or Compensation and Labor Committee had reports. None were forthcoming.

ANNOUNCEMENTS AND ADJOURNMENT

Garvy announced the following upcoming meetings:

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|---------------------------------|---|
| Commencement | August 4, 2018 (CFE Arena) |
| Board of Governors meeting | September 12-13, 2018 (New College) |
| Board of Trustees meeting | September 27, 2018 (<i>FAIRWINDS</i> Alumni Center) |
| 2018 Trustee Summit | November 7, 2018 (Florida Atlantic University Boca Raton) |
| Association of Governing Boards | April 14-16, 2019 (National Conference on Trusteeship Orlando) |

Garvy adjourned the board meeting at 2:04 p.m.

Respectfully submitted: _____ Date: _____

Grant Heston
Assistant Corporate Secretary

**Minutes
Board of Trustees Teleconference Meeting
University of Central Florida
August 21, 2018**

Chairman Marcos Marchena called the teleconference meeting of the Board of Trustees to order at 3:00 p.m.

Marchena reminded the board that the meeting was covered by the Florida Sunshine Law and that the public and press were invited to attend.

WELCOME

Marchena welcomed the board members and called on Grant Heston, Assistant Corporate Secretary, to call the roll. Heston determined that a quorum was present.

The following board members attended the meeting: Chairman Marcos Marchena, Vice Chair Robert Garvy, Joshua Boloña, Ken Bradley, Joseph Conte, Danny Gaekwad, John Lord, Alex Martins, Beverly Seay, William Self, John Sprouls, David Walsh and William Yeargin. Chairman Marchena, Trustee Self and Trustee Walsh attended in person.

PUBLIC COMMENT

There were no requests for public comment.

COMMITTEE REPORTS

COMPENSATION AND LABOR COMMITTEE REPORT

John Sprouls, Chair of the Compensation and Labor Committee, reported highlights from the committee meeting held on August 14, 2018.

Sprouls reported that the following item was unanimously approved by the Committee and placed on the Board's consent agenda.

- CLC – 1 AFSCME – Article 7, Wages; and Article 29, Notice of Separation.

FINANCE AND FACILITIES COMMITTEE REPORT

David Walsh reported highlights from the committee meetings of June 20, 2018 and August 15, 2018.

The following item from the June 20, 2018 committee meeting was unanimously approved by the Committee and placed on the Board's consent agenda.

- FFC – 1 Release of Unrestricted UCF Stadium Corporation Revenues

Walsh also reported that the following items from the August 15, 2018 committee meeting were unanimously approved by the Committee. Items FFC – 1 and FFC – 2 will be placed on the September 27, 2018 consent agenda however FFC – 3 is on today's consent agenda.

- FFC- 1 Campus Master Plan Updates – committee unanimously approved this item and it will be placed on the September 27th consent agenda
- FFC – 2 UCF Downtown Campus Housing Management Agreement – committee unanimously approved this item and it will be placed on the September 27th consent agenda
- FFC – 3 Purchase of L3 Building – committee unanimously approved this item and it has been placed on today's consent agenda

NOMINATING AND GOVERNANCE COMMITTEE REPORT

William Yeargin, Chair of the Nominating and Governance Committee, reported highlights from the committee meeting held on August 17, 2018.

Yeargin reported that the following items were unanimously approved by the Committee and placed on the Board's consent agenda.

- NGC – 1 Appointment of Board Member Danny White to UCF Convocation Corporation
- NGC – 2 Appointment of Board Member Grant Heston to UCF Stadium Corporation

CONSENT AGENDA

A motion was made to approve the consent agenda and was unanimously approved.

- CL – 1 AFSCME Agreement
- FF – 1 Release of Unrestricted UCF Stadium Corporation Revenues
- FF – 2 Purchase of the L3 Building
- NG – 1 Appointment of Board Members to UCF Convocation Corporation
- NG – 2 Appointment of Board Members to UCF Stadium Corporation

NEW BUSINESS

Marchena stated that discussions regarding the Sanford Burnham Prebys building began last fall and those discussions, which included Dr. Deborah German and Dr. John C. Hitt, resulted in

agreement that the building should be a UCF building. Marchena recognized Trustee Joseph Conte and Fred Kittinger for their efforts.

Marchena called on President Dale Whittaker for remarks.

Whittaker thanked Chairman Marchena for his leadership throughout this process and thanked Dr. German for her vision for the Medical City.

Whittaker stated this is an exciting opportunity for UCF and our region. He noted this was an excellent example of partnership that will add corporate partners to our ideas and talent, resulting in additional jobs and clinical research. He stated this will provide a valuable environment for training tomorrow's health leaders and it will help to continue the economic growth that we promised when we built the College of Medicine.

He concluded by stating that the UCF Lake Nona Cancer Center is a critical piece of the new health sciences vision that includes the College of Medicine, College of Nursing and other health-related programs.

Marchena presented the following item for board approval.

- BOT – 1 Sanford Burnham Prebys building

Trustee Kenneth Bradley recused himself from the vote.

Following discussion to the purchase put forth for approval, Vice President and General Counsel Scott Cole read the consent agenda items into the record.

- Transfer of Sanford Burnham Prebys Building and Land (SBP Premises) from Orange County to UCF Real Estate Foundation
- Lease of the SBP Premises by UCF Real Estate Foundation to UCF
- Sublease of the SBP Premises by UCF to Sanford Burnham Prebys until November 30, 2018
- Sublease of a portion of the SBP premises from UCF to UCF Academic Health effective December 1, 2018
- Termination and Release Agreement with SBP

A motion was made to approve BOT – 1 and was unanimously approved.

ANNOUNCEMENTS AND ADJOURNMENT

Marchena announced the following upcoming events:

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|----------------------------|---|
| Board of Governors meeting | September 12-13, 2018 (New College) |
| Board of Trustees meeting | September 27, 2018 (<i>FAIRWINDS</i> Alumni Center) |
| Inauguration | November 9, 2018 (CFE Arena, morning TBD) |

Marchena adjourned the board meeting at 3:31 p.m.

Respectfully submitted: _____ Date: _____
Grant Heston
Assistant Corporate Secretary

FORM 8A MEMORANDUM OF VOTING CONFLICT FOR STATE OFFICERS

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|---|-------------------------|--|--|
| LAST NAME—FIRST NAME—MIDDLE NAME BRADLEY, KENNETH WAYNE | | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE UCF BOARD OF TRUSTEES | |
| MAILING ADDRESS 1612 Elizabeth's Walk | | NAME OF STATE AGENCY UNIVERSITY OF CENTRAL FLORIDA | |
| CITY Winter Park | COUNTY Orange | MY POSITION IS: <input type="checkbox"/> ELECTIVE <input checked="" type="checkbox"/> APPOINTEE | |
| DATE ON WHICH VOTE OCCURRED August 21, 2018 | | | |

WHO MUST FILE FORM 8A

This form is for use by any person serving at the State level of government on an appointed or elected board, council, commission, authority, committee, or as a member of the Legislature. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

ELECTED OFFICERS:

As a person holding elective state office, you may not vote on a matter that you know would inure to your special private gain or loss. However, you may vote on other matters, including measures that would inure to the special private gain or loss of a principal by whom you are retained (including the parent or subsidiary or sibling organization of a principal by which you are retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. If you vote on such a measure or if you abstain from voting on a measure that would affect you, you must make every reasonable effort to disclose the nature of your interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. If it is not possible for you to file a memorandum before the vote, the memorandum must be filed with the person responsible for recording the minutes of the meeting no later than 15 days after the vote.

For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

A member of the Legislature may satisfy the disclosure requirements of this section by filing a disclosure form created pursuant to the rules of the member's respective house if the member discloses the information required by this subsection, or by use of Form 8A.

APPOINTED OFFICERS:

As a person holding appointive state office, you are subject to the abstention and disclosure requirements stated above for Elected Officers. You also must disclose the nature of the conflict before voting or before making any attempt to influence the decision by oral or written communication, whether made by you or at your direction.

For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes.
- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION OR VOTE AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF STATE OFFICER'S INTEREST

I, KENNETH WAYNE BRADLEY, hereby disclose that on August 21, 20 18 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
☐ inured to the special gain or loss of my business associate, _____;
☐ inured to the special gain or loss of my relative, _____;
☒ inured to the special gain or loss of Adventist Health System dba Florida Hospital, by
 whom I am retained; or
☐ inured to the special gain or loss of _____, which
 is the parent, subsidiary, or sibling organization of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am retained as a Senior Advisor to Adventist Health System. Out of an abundance of caution, I have recused myself from this vote due to a potential competitive position or perception. Thank you.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

August 21, 2018
 Date Filed

Kenneth W. Bradley
 Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

ITEM: INFO-1

UCF BOARD OF TRUSTEES
University of Central Florida

SUBJECT: UCF Hispanic Serving Institution Update

DATE: September 27, 2018

For information only.

Supporting documentation: Presentation to be shown at the Board Meeting

Prepared by: Dr. Cyndia M. Muñiz, Assistant Director, Hispanic Initiatives, Office of Diversity and Inclusion

Submitted by: Grant J. Heston, Chief of Staff and Vice President for Communications and Marketing

ITEM: INFO-2

UCF BOARD OF TRUSTEES
University of Central Florida

SUBJECT: Update on the Board's Investigation with Bryan Cave

DATE: September 27, 2018

For information only.

Supporting documentation: None.

Prepared by: Trustee Beverly Seay, Chair, Audit and Compliance Committee

Submitted by: Grant J. Heston, Chief of Staff and Vice President for
Communications and Marketing

ITEM: FF-1

**University of Central Florida
Board of Trustees**

SUBJECT: UCF Downtown Campus Store Award

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approve the award for the operation and management of the UCF Downtown Campus Store. Year one of the contract is for planning, construction, and build-out. The remaining 10 years are for the operation and management of the store. The full contract will be brought to the board for approval at a later date.

BACKGROUND INFORMATION

This award stems from a competitive procurement process (Invitation to Negotiate). The awarded contractor will design, build-out and finish, and operate the UCF Downtown Campus Store. The store will provide retail space and a full-service café. This contract represents significant capital dollars (provided by the awarded contractor) to build-out and finish the space, revenue sharing through commissions, and flexibility for exploring, adopting, and delivering course materials. A contract with the contractor will be presented to the board at a later date.

Supporting documentation: Attachment A: Invitation to Negotiate
Attachment B: Solicitation Summary
Attachment C: Scoring Summary
Attachment D: Financial Summary

Prepared by: Thad Seymour, Vice President for Partnerships and Chief Innovation Officer

Submitted by: Thad Seymour, Vice President for Partnerships and Chief Innovation Officer

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| <p align="center">SUBMIT OFFER TO: Via Bonfire Web Portal UNIVERSITY OF CENTRAL FLORIDA Phone:(407) 823-2661 www.procurement.ucf.edu https://ucfprocurement.bonfirehub.com/opportunities/6043 Your submission must be uploaded, submitted, and finalized prior to the closing time on February 27, 2018 @ 4:00 PM EST. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the Closing Time to begin the uploading process and to finalize your submission. See Appendix 6 for submittal instructions.</p> | | <p align="center">University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form</p> | |
| Page 1 of 76 Pages | | OFFERS WILL BE OPENED February 27, 2018 and may not be withdrawn within 180 days after such date and time. | |
| UNIVERSITY MAILING DATE: | | ITN TITLE: CONTRACT FOR THE MANAGEMENT AND OPERATION OF THE UCF DOWNTOWN CAMPUS STORE | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER | | | |
| VENDOR NAME | | REASON FOR NO OFFER | |
| VENDOR MAILING ADDRESS | | | |
| CITY - STATE - ZIP CODE | | P O S T I N G O F P R O P O S A L T A B U L A T I O N S | |
| AREA CODE | TELEPHONE NO. | Proposal tabulations with intended award(s) will be posted for review by interested parties on the Procurement Services solicitation webpage and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings. | |
| | FAX NO. | | |
| | EMAIL: | | |
| | | | |

Government Classifications
Check all applicable

- | | |
|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Women |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

GENERAL CONDITIONS

1. **SEALED OFFERS:** All offer sheets and this form must be executed and submitted as specified in Section 2.6. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.
2. **EXECUTION OF OFFERS:** Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor are to be initialed.
3. **NO OFFER SUBMITTED:** If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.
4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be negotiated and include all services rendered to the purchaser.
 - (a) **DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for offer evaluation purposes.
 - (b) **MISTAKES:** Offerers are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the Offerer's risk.
 - (c) **INVOICING AND PAYMENT:** All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:
Finance & Accounting
12424 Research Parkway, Suite 300
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

Interest Penalties: Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.

**AUTHORIZED SIGNATURE
(MANUAL)**

**AUTHORIZED SIGNATURE
(TYPED), TITLE**

| |
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NOTE: To simplify the review process for the UCF Administration and the Campus Store Assessment Committee and to assist in making valid comparisons between the Proposals, the format for all Proposals should be consistent with the format outlined in Section 4, “Required Offer Format Submittal Requirements.” In addition, the Financial Offer Form (Attachment A) must be completed and signed by an authorized company representative.

SECTION 1: INTRODUCTION

1.1 **Statement of Objective**

The University of Central Florida is creating a new campus that will be the academic heartbeat of Orlando, a growing city that is attracting national attention for its entrepreneurial, high-tech and creative economy. In partnership with Valencia College, the new downtown campus (UCF Downtown/Valencia College or UCF/VC) will provide innovative education for high-demand fields that integrate with industry and place thousands of students within walking distance of jobs and internships.

UCF/VC is seeking a creative retail partner to design, build-out/finish, and operate an innovative and dynamic Campus Store. The Campus Store will provide products, services, and materials within a cool vibe to support and contribute to the vitality of the new downtown campus. Therefore, UCF has initiated this Invitation To Negotiate (ITN) process and is seeking an innovative and proactive partner to provide cutting-edge campus retail and bookstore services to effectively serve the UCF downtown campus community.

The University's vision for this Downtown Campus Store centers around a retail space that is creative, innovative, and designed to draw in students and visitors looking for a welcoming, convenient and comfortable environment to fulfill their academic and shopping needs. Course Material support is an important function of the store, but as it is a seasonal demand, it should not be the year-round focus of the Store. Ideally the Respondent should have experience, directly or through strategic partnership, in retail merchandising, light grocery, cafe/snack-bar operations, and university/college Campus Store operations.

The University's goal is to provide an innovative, state-of-the-art Campus Store with the following primary components, as described in 1.1a and 1.1b:

- Retail / Campus Store
- Course Materials

a) **Retail / Campus Store**

1. Product Lines. Major product lines will include, but not be limited to, the following:

- Emblematic/branded merchandise
- School supplies
- Technology supplies
- General books/trade books (limited selection)
- Convenience (snacks, beverages, light groceries, HBA's, etc.)
- Café/coffee shop
- Textbooks/course materials
- Miscellaneous product lines, including backpacks, dorm accessories, etc.

2. Environment/Gathering Space. The Campus Store environment should promote community gathering, but it is not intended as a student union or primary student center. Gathering space should not be at the expense of retail space. The cafe outdoor space immediately external to the Campus Store will be the focal point for social gathering, seating, etc.

3. Innovative/Cutting Edge. The Campus Store must be innovative and cutting edge as befitting a 21st century urban model university which seeks to redefine the educational

model while promoting the community partnership; there must not be a conventional approach. The selected contractor will be expected to consistently offer fresh products and services at the Campus Store, which will include piloting first-to-market products and services.

4. Flexible Space. The Campus Store space must be flexible. Flexible retail fixtures are desirable to help ensure a vibrant and constantly changing retail environment.
5. Emblematic / Branded Merchandise. The emblematic/branded merchandise selection will be approximately 85-90% UCF merchandise and 10-15% Valencia merchandise.
6. Innovation. Innovation is required in all aspects of the Campus Store including, but not limited to, operations, technology, marketing, merchandising, visual display, etc.

b) **Course Materials**

Respondent will offer the manner in which they propose to coordinate and disseminate course materials. **UCF/VC will consider all creative options for course materials including, but not limited to, virtual store, concierge service, pop-up textbook store at the beginning of each term, etc. The University is open to proposals that involve the subcontracting of the management of the Course Materials Program and/or joint ventures.**

1. Financial Aid. The Campus Store will be able to accept financial aid from both institutions.
2. Website. There will be a robust UCF/VC Campus Store website.
3. Textbook / Course Materials Adoptions. The Campus Store will be responsible for soliciting and processing course material adoptions from both institutions.
4. System Integration. The Campus Store will have an interface with both institutions for financial aid, HEOA, etc. (Valencia - Banner and Canvas. UCF - PeopleSoft.)

c) **Customer-Centric**

UCF/VC desires a Retail / Campus Store and Course Materials Program that is customer-centric; a visible representation of the academic quality and image of UCF and Valencia College; an industry leader in providing creative and affordable course materials who continually implements effective initiatives to reduce the cost of education for students; a retail focused brand that measures and embraces industry changes while continually looking forward to improve customer experiences online and in-store; and is focused on advancing the UCF and Valencia brands by increasing the selection and marketing of UCF and Valencia emblematic merchandise.

Elements of a customer-centric, innovative Campus Store at UCF Downtown should include, but not be limited to, the following:

- Creating a customer-centric innovative retail environment.
- Creating and implementing effective strategies to reduce the cost of course materials to UCF-Valencia Students by offering a comprehensive textbook rental program, a strong used textbook program, an innovative digital textbook/course materials

program, access to Open Educational Resources (OER) course materials, and by utilizing emerging technologies.

- Communicating and coordinating effectively and proactively with faculty regarding the use of all types of course materials.
- Providing excellent customer service, including minimizing transaction times and wait times for in-store and e-commerce transactions, and ensuring efficient processing of all transactions.
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.

The Successful Respondent shall operate the Campus Store on its own credit and shall furnish at its own expense all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the University.

The Successful Respondent will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITN, unless UCF has agreed to accept or negotiate certain terms and conditions, as described in Section 2.3. Non-negotiable terms and conditions (as indicated on Appendix II) must always be performed by the Respondent.

d) **Design and Build-out/Finishing**

UCF will provide new construction “White Box” space of approximately 9,000 square-feet. Successful Respondent will be responsible for design, construction, and finishing of the interior space for the new Campus Store. There is an additional 1,000 square-feet of back-of-house conditioned space to be utilized as needed by the Successful Respondent. Refer to Sections 3.12 and 3.13.

1.2 **About the UCF Downtown Campus**

The UCF Downtown/Valencia College campus will be the academic heart of a city that’s attracting national attention for its entrepreneurial, high-tech and creative economy.

The campus will be located on 68 acres of city-owned land in downtown Orlando’s Creative Village, where 15 acres have been designated for higher education.

Already home to UCF’s Florida Interactive Entertainment Academy – the nation’s top video-gaming graduate school – the new campus will bring students downtown to study degree programs that align with current and emerging industries downtown.

The University of Central Florida, Valencia College, City of Orlando and Creative Village Development, LLC broke ground on the new Downtown Campus on May 11, 2017.

The first phase of the Downtown Campus includes:

- A \$60 million, 148,000-square foot academic building named the Dr. Phillips Academic Commons, designed by Robert A.M. Stern Architects (RAMSA) and SchenkelShultz Architecture; to be completed by August 2019.
- \$5 million renovation to the UCF Center for Emerging Media (CEM) and Florida Entertainment Academy (FIEA building; to be completed by August 2019.
- A \$13.5 million, 600-space parking garage with retail and a \$12.3 million central energy plant; to be completed in June 2019.
- A \$105 million, 600-bed privately developed student housing project with 105,000 SF of education space leased to UCF and Valencia College, 12,000 SF of ground floor commercial and a 600-space integrated parking garage; to be completed by 8/2019.

Raising Downtown Orlando's Intellectual Capital

Beginning in the Fall of 2019 an estimated 7,700 students will be living, learning and working in downtown Orlando – transforming the economic future and kick-starting the City of Orlando's largest public-private partnership, the \$1 billion Creative Village development.

In partnership with Valencia College, the new campus will provide innovative education for high-demand fields that integrate with industry and place thousands of students within walking distance of jobs and internships.

UCF Downtown will offer degrees in digital media and communication, health information technology and administration, and community-facing programs like social work and legal studies – connecting highly skilled talent with industry needs, neighborhood synergies and new opportunities.

The new downtown campus will increase access for students by creating pathways to vocational training and 2-year degrees from Valencia or advanced degrees from UCF – inspiring individuals to achieve their dreams and impact the lives of others.

Community partners have already contributed more than \$20 million toward making UCF Downtown a reality. That's because they see the incredible return on investment – 1,800 UCF degrees awarded annually and new educational opportunities for the surrounding community.

Additionally, the campus project is expected to generate \$205 million in gross economic income annually across the state and local economies; 2,000 direct, indirect and induced jobs; and \$90 million in annual wages, according to GAI Consultants, Inc.

UCF Academic Programs Relocating Downtown (anticipated)

Digital Entertainment And Communication:

- Communication (M.A)
- Corporate Communication (Certificate)
- Human Communication (B.A.)
- Digital Media (B.A., M.A.)
- Emerging Media: Character Animation Track (B.F.A)
- Interactive Entertainment (M.S.)

Healthcare Technology And Administration:

- Health Care Informatics (M.S.)
- Health Informatics and Information Management (B.S.)
- Health Administration (M.H.A.)
- Health Services Administration (B.S.)

Public Service And Other Programs:

- Legal Studies (B.A., B.S.)
- Social Work (B.S.W., M.S.W.)
- Military Social Work (Certificate)

Projected Enrollment

Phase I of the Downtown Campus is projected to have 7,700 students enrolled when it opens August 2019, with plans to grow to 13,000+ students.

The initial phase will include two purpose-built 15-story student housing buildings providing approximately 600 beds with a 600-space integrated parking garage.

Academic Calendar

UCF operates on Fall, Spring, and Summer semesters.

Other Retail Operations at the Downtown Campus

The Creative Village developer has plans to include a coffee shop and other retail shops in the student housing building, and there will be a Cafe on campus as well as a hotel and restaurant adjacent to the campus. <http://creativevillageorlando.com/>

1.3 Contract Award

UCF intends to award a contract or contracts, effective on or about **July 1, 2018** resulting from this solicitation to the responsible and responsive Respondent(s) whose offer(s) represent(s) the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent's proposal, and all the terms and conditions contained in any resulting contract. The Contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

- a. UCF may reject any or all offers if such action is in UCF's best interest.
- b. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when Respondent's offer is not in UCF's best interest.
- c. UCF may waive informalities and minor irregularities in offers received.
- d. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- e. UCF reserves the right to conduct negotiations with the proposer(s) whose proposal may be deemed in the best interest of the University.
- f. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- g. UCF is not obligated to make an award under or as a result of this solicitation.

SECTION 2: GENERAL CONDITIONS

2.1 Authorized UCF Representative / Public Notices / UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process shall be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing in the form of an Addendum. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

Nellie Nido
Associate Director
Procurement Services Department
 University of Central Florida
 12479 Research Parkway, Bldg. 600
 Orlando, FL 32826
 e-mail: nellie.nido@ucf.edu
 telephone: 407-823-2661
 fax: 407-823-5551

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted on the Procurement Services Website. Additionally, any portion of a meeting at which a negotiation with a Respondent is conducted pursuant to a competitive solicitation at which a Respondent makes an oral presentation or at which a Respondent answers questions is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer is not in UCF's best interest.

2.2 Approximate Calendar Of Events

Listed below are the dates and times by which stated actions should be taken or completed. If UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it may issue an Addendum to this ITN. All listed times are local time in Orlando, Florida. The approximate Calendar of Events is as follows:

| Action | Date/Time |
|--|-----------------------------------|
| ITN Released | Tuesday, January 9, 2018 |
| Pre-Proposal Conference / Site Visit | Friday, January 26, 2018 |
| Proposer's Written Questions Due | Friday, February 2, 2018 |
| UCF Issues Responses to Written Questions | Friday, February 9, 2018 |
| Proposals Due | Tuesday, February 27, 2018 |
| Review of Proposals by UCF | March 2018 (TBD) |
| Negotiations with Proposer /Final Best Offer | April 2018 (TBD) |

| | |
|---------------------------|-------------------------|
| Notice of Intent to Award | May 1, 2018 (Tentative) |
| Contract Commencement | July 1, 2018 |

2.3 **Respondent Communications And / Or Inquiries**

- a. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s) that identify the conditions or requirements questioned by the Respondent. The Respondent also is to provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2, entitled "Approximate Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.
- b. Any Respondent disagreeing with any terms and conditions set forth in this ITN is to indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- c. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e., failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer may be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.
- d. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.

- e. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **4:00 p.m. Eastern Time, Friday, February 2, 2018** as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to, or any responses received from any other department, person, agent, or representative of the University will be not be considered valid or binding. One hundred percent (100%) of the communication from Respondents pertaining to this ITN process must be solely with Nellie Nido.

2.4 **Pre-Proposal Conference and Site Visit**

- a. The non-mandatory Pre-Proposal Conference will be held on **Friday, January 26, 2018.**

The Pre-Proposal Conference will begin at **9:00 a.m.** at the following location:

The Center For Emerging Media
Room: 303
500 W. Livingston Street
Orlando FL 32801

- b. If special accommodations are required in order to attend the Pre-Proposal Conference and/or the Proposal opening, please contact **Nellie Nido** three days prior to the meeting.

2.5 **Written Addenda**

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Procurement Services Website. The Addenda Acknowledgment Form is to be signed by an authorized representative of the Respondent, dated and returned with the offer. All Respondents, including known interested Respondents, are solely responsible for checking the Procurement Services Website periodically to verify whether any such Addenda and forms were issued.

2.6 **Offer / Proposal Opening Date**

Proposals will be received and opened on **February 27, 2018 4:00 PM EST** via UCF's Bonfire Web Portal. For additional information, please refer to Appendix VI: Submissions Instructions for Suppliers. Respondent's response to this ITN shall be prepared in accordance with Section 4.0, "Required Offer Format". Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time.

2.7 **Presentations**

Presentations will be required for this ITN. Presentations should include, at a minimum:

- a. Preliminary Designs for the Campus Store; showing floorplan/layout and intended use of space.
- b. Concept for the handling, storage, and distribution of Course Materials
- c. Respondent's vision for the Cafe and Retail space use.
- d. Product lines/categories that will be offered in the Store and the approximate percentage of floor space to be dedicated for Cafe, Retail, and Course Materials.

2.8 **Evaluation Criteria and Selection Process**

- a. UCF reserves the right to conduct negotiations if the Decision Maker, with the advice and consent of the Procurement Services Director, determines negotiations to be in the best interest of the University. Any portion of a meeting at which a negotiation with a Respondent is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with Respondents after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- b. UCF reserves the right to conduct negotiations with the Respondent(s) whose proposal(s) may represent the best interest of the University. The following is a short overview of some of the decision makers' responsibilities during the solicitation and award process:
 1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of Respondents based on the points given each evaluation criteria contained herein;
 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 3. Ensure consistency among the solicitation requirements, notices to Respondents, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Although not required, should consider the evaluation committee's evaluations in determining which Respondent(s) to enter into negotiations or award outright without negotiations; and
 6. Select the negotiation team if award is not made outright. This can be the evaluation team or any other individual(s) the Decision Maker deems necessary for the acquisition. The negotiation team will negotiate with those Respondent(s) determined by the Decision Maker to have submitted a proposal that may be beneficial to the University.
- c. All offers shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The University will appoint the evaluation committee members. Committee members, at the discretion of the University, shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A - Evaluation Of Responses

| Evaluation Criteria | Max Points |
|--|-------------------|
| Experience, Qualifications, Resources and Services | 100 |
| Company History And Background | |
| Operations Plan | |
| Customer Service | |
| Staffing / Personnel/ Training program | |
| Textbook and Course Materials Programs | 250 |
| Course Materials Program | |
| Course Materials Affordability / Pricing Policies / HB7019 compliance support (Pricing/Affordability Programs and Transparency) | |
| Textbook Rental Program / Used Textbook Program | |
| Course Materials distribution, inventory and storage plan | 250 |
| Merchandising and Marketing Capabilities | |
| General Merchandise and Marketing Strategy | |
| Cafe'- and other Retail plans/proposal (use of space,etc.) | |
| Product delivery, creativity, other innovations | 350 |
| Financial Proposal and Incentives | |
| Financial Proposal | |
| Facility Investment | |
| Technology Investment | 50 |
| General Information | |
| Conformance To ITN's Preferred Conditions And Requirements (Failure To Conform To ITN's General Conditions And Requirements May Result In Rejection Of Proposal) | 1000 |
| Total Possible Points | |

Each evaluation committee member must independently score, in writing, each offer on the form depicted in **APPENDIX I**. Each evaluation committee member is to enter comments, if any, regarding the offer and then sign the completed score forms and deliver them, in a sealed envelope, to the **Procurement Services Person identified in section 2.1.**, who will forward copies to the **Decision Maker**, or his/her designees. At the time of such delivery to the **Procurement Services Person**, the evaluation committee members shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and committee members' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF and Valencia, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the respondent(s) whose proposal(s) may be beneficial to the University or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist and advise the **Decision Maker** during his/her decision-making process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered.

UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

2.9 **Posting Of Recommended Selection**

An intent to award will be posted within a reasonable time after the Procurement Services Department receives the Decision Maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties in the Procurement Services Department and the Procurement Services Website and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- a. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- b. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
 1. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check or money order made payable to UCF.
 2. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10 **Offer Validity Period**

Any submitted offer, shall in its entirety, remain a valid offer for one hundred eighty (180) days after the offer submission date.

2.11 **Disposition Of Offers; Florida Public Records Law Compliance**

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will only be exempted from the "open records" disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as "confidential", "proprietary", or "trade secret" by a Respondent does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting University business, irrespective of any designation by the Respondent of those same records as "confidential", "proprietary", or

“trade secret.” The ultimate determination of whether a Respondent’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

2.12 **Economy Of Presentation**

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the conditions and requirements of this ITN. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is desired and beneficial to evaluators that Respondents follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Respondent in responding to this ITN including, without limitation, costs for oral presentations requested by UCF, if any.

2.13 **Restricted Discussions / Submissions**

From the date of issuance of the ITN until UCF takes final agency action, the Respondent shall not discuss the offer or communicate with any UCF employees, agents, representatives, Evaluation Committee members or representatives of UCF except as expressly requested by UCF in writing. Violation of this restriction may result in REJECTION of the Respondent’s offer.

2.14 **Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF’s President or the President’s designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, (i.e., not later than **4:00 p.m. on Friday, February 2, 2017**), will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 **State Licensing Requirements**

To the extent applicable, Respondent shall have all appropriate licenses to conduct business in the State of Florida and Orange County at or prior to award of a contract resulting from this competitive solicitation; Respondent is to provide proof of such to UCF as a condition of award of a contract. If Respondent contemplates the use of subcontractors, the Respondent is responsible for ensuring that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. For additional information, the Respondent should contact the Florida Secretary of State’s Office.

2.16 **Parking**

Respondent(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from a contract shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with the University’s Parking Services Department, and parking permits must be purchased by the Respondent. Respondent’s vehicle(s) shall observe all parking rules and regulations.

Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of the Respondent or Respondent's employees. For additional parking information or information regarding parking fees/rates, contact the University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

2.17 **Definitions**

Academic Year - the period of the year during which students attend the University. The "Academic Year" falls within the University's Fiscal year (July 1 – June 30). The current Academic Year consists of three periods: the Fall semester, the Spring semester, and the Summer semester. The Academic Calendar can be viewed at <http://calendar.ucf.edu/2019/fall>

Addendum - Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

And/Or - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.

Campus Store – the terms "UCF/VC Store" and "Campus Store", shall have the same meaning and refer to the facility located at the UCF downtown campus and shown in Attachment B.

Commissionable Sales - shall be defined as Gross Sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized University Departments, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers, less sales made at no margin by the contractor when at the request of the University.

Contract/Agreement - The formal bilateral agreement signed by a representative of the University and the Respondent which incorporates the requirements and conditions listed in this ITN and the Respondent's offer.

Contractor - The Successful Respondent who is awarded the contract under this ITN.

Gross Sales - shall be defined as all sales of the Contractor, and revenue received by the Contractor, based upon all business conducted in or from the Campus Store for any product or service offered by the Campus Store, including revenue received from textbook rentals. This includes all orders taken or received at the Campus Store, whether such orders are placed at the Campus Store, via the internet (i.e., "on-line sales"), orders received through the Campus Store Website, or elsewhere. Gross Sales shall include any commissions, and rebates received by the Contractor (whether such commissions and/or rebates are received at the store level or at the corporate office) from products such as class rings, clothing, general merchandise, etc.; and commissions and rebates received by the Contractor (whether such commissions and/or rebates are received at the store level or at the corporate office) and for authorized sales by other companies or organizations on the Campus Store Website.

Invitation to Negotiate - A written solicitation, for goods or services, where factors other than price are to be considered in the award determination. These factors may include such items as Respondent's experience, project plan, design features of the product(s) offered,

etc. ITN is used when the specifications cannot be identified; the end result is explained and we want qualified companies to offer their solutions for consideration.

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

Minor Irregularities - Irregularities that have no adverse effect on UCF's interest will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will - The words "shall," "must," or "will" are equivalent and indicate mandatory requirements or conditions.

Proposal - An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

Purchase Order/Contract - The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the ITN.

Renewal - Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the University.

Respondent/Officer/Vendor/Contractor - Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

Response - The entirety of the Respondent's submitted offer response to the ITN, including any and all supplemental information submitted.

Responsible Respondent - Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Respondent - Respondent who has submitted an offer that conforms in all material respects to the solicitation.

Sole Point of Contact - The Procurement Services Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Payee", "Offerer", and "Vendor"). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term "contractor" shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers

are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

UCF'S Contract Administrator - The University' designated liaison will oversee the Contractor's performance. In this matter, UCF's Contract Administrator will be the "Director of Business Services" or his/her designee.

UCF or University – refers to the "University of Central Florida".

UCF/VC – refers to the partnership between the University of Central Florida and Valencia College. The use of "UCF/VC" in this ITN refers to those terms and conditions that are jointly applicable to both UCF and VC, whereas the use of "UCF" or "University", or "Valencia" individually, refers to those terms and/or conditions that apply only to the specific party named.

VC – Valencia College

White Box – refers to the state of construction in which Contractor will receive the Campus Store facility from UCF (i.e. delivered premises) for build-out/finishing. Refer to section 3.13.

2.18 **Procurement Rules**

- a. UCF has established for purposes of this ITN that the words "shall", "must", or "will" are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- b. The words "should" or "may" are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of an offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF's sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF's sole discretion.
- c. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to submit Appendix II with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF's sole discretion.
- d. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent's errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF's sole discretion.

2.19 **Force Majeure**

No default, delay or failure to perform on the part of UCF or the Contractor shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF's or the Contractor's reasonable control, any date or times by which UCF or the Contractor is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF or the Contractor.

2.20 **Indemnification and Insurance**

- a. Contractor shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, losses, actions, damages, suits, proceedings, judgments from claims, costs and expenses (including all costs for investigation and defense thereof, including but not limited to, court costs, paralegal and expert fees and reasonable attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to, or destruction or loss of any property of the University, or injury to or death of any person resulting from or arising out of or in connection with the performance of this contract, or resulting from the acts or omissions of Contractor, its employees, its contractors, its invitees, its agents, or of others under Contractor's control and supervision, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by University's negligence or by the joint negligence of University and any person other than Contractor, its employees, its contractors, its invitees, its agents, or of others under Contractor's control and supervision, or (ii) arising out of or in connection with the Contractor to keep, observe or perform any of the covenants or agreements in this contract which are required to be kept, observed or performed by Contractor, or (iii) arising out of or in connection with any action by Contractor, its employees, its contractors, its invitees, its agents, or of others under Contractor's control and supervision. University agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligation under this section, Contractor shall engage counsel reasonably acceptable to University. In any suit, action, proceeding, claim or demand brought in respect of which the University may peruse indemnity, the University shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the University unless (1) the Contractor and the University shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the University, or (3) the University and the Contractor are both named parties in any such proceeding and, in the sole judgment of the University, representation of both the University and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. In the event of the above stated instances, Contractor shall be

responsible for all of the legal fees and expenses. The indemnification provisions of this section shall survive the expiration or earlier termination of this contract with respect to any acts or omissions occurring during the term of the contract.

- b. If any part of a delivery to the University pursuant to this contract is protected by any patent, copyright, trademark, other intellectual property right or other right, Contractor also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
- c. Up to the amount expressly authorized by F.S. 768.28 and the Constitution of the State of Florida, UCF shall hold the Contractor, its officers, employees and agents harmless from and indemnify each of them against any and all liabilities, actions damages, suits, proceedings and judgments from claims arising or resulting from the acts or omissions of University employees or the acts or omission of others under UCF's supervision and control while acting within the scope of their employment or agency.
- d. In any and all claims against the University, or the UCF Board of Trustees, or any of the University's officers, employees, agents and/or servants, by any employee of the Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- e. No provisions of this section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the University may have as to any party or person described herein.

INSURANCE. All insurance shall be procured from companies authorized to do business in the State of Florida with a minimum A.M. Best rating of A, or equivalent acceptable to the University. Proof of coverage shall be provided by submitting to the University a certificate, or certificates, evidencing the existence thereof, or binders, shall be delivered within fifteen (15) days of the tentative award date of the Contract. In the event a binder is delivered it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University at least thirty (3) days prior to the expiration date of each expiring policy.

- a. **General Liability:** Contractor shall provide a Certificate of Insurance at the time of "notification of intent to award" the contract evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$1,000,000 (ONE MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Contractor will maintain said General Liability insurance in force and

provide University with a Certificate of Insurance and endorsement listing the University of Central Florida Board of Trustees as “Additional Insured.” The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.

- b. **Auto Liability:** Contractor shall provide a Certificate of Insurance at the time of notification of intent to award the Contract evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Contractor will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University Of Central Florida Board Of Trustees as “Additional Insured.” The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.
- c. **Workers Compensation:** Contractor shall provide a Certificate of Insurance at the time of notification of intent to award the contract evidencing Workers Compensation coverage consistent with Florida Statute and Employers liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Contractor will maintain said Workers Compensation and Employer’s Liability insurance in force and provide University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.
- d. **Certificates of Insurance:** The University Of Central Florida Board Of Trustees is to be listed as Additional Insured on all Certificates issued. Contractor shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsement to the following address:

Mail: **University of Central Florida**
EHS Risk Management
 PO Box 163500
 Orlando, FL 32816-3500
 e-mail: ehs@ucf.edu
 Fax: 407-823-0146

- e. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Contractor in writing.
- f. UCF shall maintain Fire and Extended Coverage insurance on the Campus Store premises occupied by Contractor. In the event the premises is partially or totally destroyed by fire or otherwise, during the term of this contract, UCF shall, at its sole option, terminate this contract, repair the premises or rebuild the premise; and in the event of partial destruction which leaves the premises uninhabitable, or in the event of total destruction, this contract shall, at UCF's sole option, be terminated immediately or be extended for a period of time equal to the time from

when the premises became uninhabitable until the premises again became habitable.

- g. Contractor, at its own expense, shall obtain and maintain property insurance to cover all personal property owned by it, and its stock, materials and supplies. Under no condition shall UCF be liable for the personal property, tangible or intangible, of the Contractor or its customers, employees or contractors that might be damaged or destroyed on the premises because of fire or other casualty.

2.21 **Term Of Contract**

The term ("Term") of the contract (to be prepared by the University and signed by the University and the selected Contractor) will be for **eleven (11) years** effective on or about July 1, 2018. The term is comprised of a one (1) year planning/construction/build-out period (July 1, 2018 to June 30, 2019) and a ten (10) year Service-Operations period (July 1, 2019 to June 30, 2029). Refer to Section 3.13 for details on the construction/build-out period.

The University shall have the option to renew the contract for mutually agreed renewal terms (renewals not to exceed twenty (20) years in total) by providing the Contractor with one hundred twenty (120) days written notice of intent to renew prior to the expiration of the Term or Renewal Term.

2.22 **Termination Of Contract**

- a. The Contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of a Campus Store serving UCF. If the Contractor shall fail to fulfill or perform any material obligation of the Contractor under the contract (to be established upon the University's selection of a contractor) and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from the University to the Contractor informing the contractor of its failure to fulfill or perform said material obligation, then the University may terminate the contract by providing the contractor with written notice (the "Termination Notice").
- b. The University may terminate the contract at any time by providing the contractor with one-hundred-twenty (120) days written notice.
- c. The University may terminate the contract immediately upon written notice to the Contractor if the Contractor becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the contractor, a receiver is appointed, or if any substantial part of the Contractor's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.
- d. In the event of cancellation, commissions shall be prorated until the effective date of cancellation and Contractor shall pay to UCF that portion of commission earned and unpaid.
- e. Should this contract be cancelled, upon the effective date of cancellation, neither party hereto shall have any liability, either for damages, additional rents, fees or other charges, or otherwise, to the other based upon this contract, except as to

liabilities from incidents or circumstances which occurred, accrued, or existed prior to such cancellation.

2.23 **Assignment And Amendment Of Contract**

Neither the contract resulting from this ITN, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of UCF. Any contract resulting from this ITN may be amended only in writing signed by the Respondent and UCF with the same degree of formality evidenced in the contract resulting from this ITN.

2.24 **Independent Parties**

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Respondent shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

2.25 **Performance Investigations**

As part of its evaluation process, UCF may make investigations to determine the ability of the Respondent to perform under this ITN. UCF reserves the right to REJECT any offer if the Respondent fails to satisfy UCF that it is properly qualified to carry out the obligations under this ITN.

2.26 **Records**

The Respondent agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. The University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Respondent.

2.27 **Public Records**

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Vendor/Payee/Offerer to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent/Vendor/Payee/Offerer in conjunction with a resultant contract.

2.28 **Public Records, Service Contracts, Compliance With Section 119.0701, F.S.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407) 823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that Respondent meets the definition of “Contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

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

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

2.29 **Severability**

If any provision of the contract resulting from this ITN, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.30 **Notices**

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, hand delivered, or sent by email (receipt acknowledged), registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this ITN.

2.31 **Governing Law And Venue**

This ITN and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Respondent hereby agree that this ITN and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

2.32 **Liaison**

UCF's liaison with the successful Respondent, if any, shall be the Director of Business Services and/or his/her designee.

2.33 **Subcontracts**

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent's response to this ITN. No subcontract(s), which the Respondent enters into under the contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

2.34 **Employment Of UCF Personnel**

The Respondent shall not, without UCF's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this ITN and any resulting contract, any individuals who are or have been UCF employees at any time during such period, except for UCF's regularly retired employees, or any adversely affected State employees.

2.35 **Conflicts Of Interest**

Acceptance of a contract resulting from this ITN shall certify that Contractor is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable

University policies or rules. Violation of this section by Contractor shall be grounds for cancellation of a contract resulting from this ITN.

2.36 **Equal Opportunity Statement**

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Respondent commits to the following:

- a. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- b. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- c. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX III**.
- d. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- e. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- f. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

2.37 **Waiver Of Rights And Breaches**

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this ITN, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but each and every term of such a contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

2.38 **Headings Not Controlling**

Headings used in any contract resulting from this ITN are for reference purposes only and shall not be considered to be a substantive part of such contract.

2.39 **Employee Involvement / Covenant Against Contingent Fees**

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.40 **Employment Of Aliens**

Respondent's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Respondent knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this ITN by the University.

2.41 **Site Rules And Regulations**

Respondent shall use its best efforts to assure that its employees and agents, while on UCF's premises, shall comply with the State's and UCF's site rules and regulations, if any.

2.42 **Travel Expenses**

Respondent shall not under this ITN or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Respondent may be authorized to incur travel expenses payable by UCF to the extent and means provided by Section 112.061, Florida Statutes, and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.

2.43 **Annual Appropriations**

The University's performance and obligations under a contract resulting from this ITN are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

2.44 Taxes

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Respondent shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this ITN.

2.45 Contractual Precedence

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by the University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF's Invitation To Negotiate ("ITN") including all the University's ITN specifications, and the Respondent's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- a. The Agreement/Contract;
- b. University's ITN and ITN specifications;
- c. Respondent's ITN response; and
- d. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

2.46 Use Of Contract By Other Governmental Agencies

At the option of the Respondent, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the Respondent to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award.

2.47 Public Entity Crimes

A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.48 Work For Hire

Any work specifically created for the University under a contract resulting from this ITN by the Contractor or anyone working on behalf of the Contractor (the term Contractor shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a

"work made for hire," or, if for any reason held not to be a "work for hire," the Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

The University shall own all right, title and interest in the Materials. The Contractor agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Contractor bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Contractor's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Contractor's services hereunder, the Contractor must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Contractor hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Contractor is free and has full right to enter into this contract and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The Contractor agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor's contracts or representations and warranties herein.

2.49 **Export Control**

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract resulting from this ITN. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Contractor will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this ITN will be in the exclusive possession of the Contractor and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of such a contract.

If the Contractor wishes to disclose export controlled technology or technical data to the University, the Contractor will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract resulting from this ITN. The Contractor understands and agrees that to the extent the Contractor's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

2.50 **Nonnegotiable Conditions And Requirements**

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with ****non-negotiable****. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix II with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF's sole discretion.

2.51 **Additional Quantities**

Not applicable

2.52 **Family Educational Rights And Privacy Act**

Licensor (Contractor) acknowledges that Licensee (UCF) has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA"), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

- a. Confidential information about Licensee's students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- b. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- c. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;

- d. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);
- e. Even in circumstances that might justify an exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- f. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this contract.

2.53 **Smoke Free Policy**

The University prohibits smoking on all University owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.

2.54 **Contact with Minor Children**

To the extent that Vendor qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law/Statutes, who has direct contact with children receiving services or with adults who are developmentally disabled receiving services or who qualifies as a direct service provider to the elderly (as defined by Florida law/Statutes), Vendor hereby guarantees that Vendor and/or anyone acting on Vendor's behalf (including, but not limited to Vendor's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida, as provided under Chapter 435 and hereby certifies that none of Vendor's employees, agents, subcontractors and/or anyone else acting on Vendor's behalf, has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

2.55 **Reporting of Child Abuse**

Vendor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on Vendor's behalf, to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.

SECTION 3: DOWNTOWN CAMPUS STORE PROGRAM REQUIREMENTS**3.1 Operations**

This contract is for the management and operation of the UCF Downtown Campus Store.

- a. Campus Store Name. The name of the Campus Store shall be the “Campus Store”, or other name that is mutually agreed upon.
- b. Contractor Duties/Responsibilities. The contractor shall operate the store on its own credit and shall furnish at its own expense all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the University.
- c. Products And Services. The contractor shall provide the University community with a full range of course materials, new textbooks, used textbooks, digital textbooks, medical books, custom published materials, rental textbooks, OER course materials, general books, reference books, medical reference books, supplies, culinary supplies, computer/technology supplies, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBA’s), special order services, graduation related merchandise, full-service café services, and other services expected from a full-service campus retail/bookstore. **UCF strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the University community and generate traffic to the Campus Store.**
- d. Right To Operate Campus Store. The Contractor shall have the rights to operate the UCF Downtown Campus Store as described below (Note that such rights are specific to the Downtown Campus Store and do not extend to the other UCF or Valencia campuses):
 - The Contractor shall be the exclusive “on-campus” buyer and seller of all required, recommended or suggested course materials and tools, including textbooks, trade books, and course packs.
 - The Contractor shall be the exclusive provider of course pack publishing services. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the store. Complimentary desk copies of course packs will be provided to faculty members.
 - The Contractor shall be the exclusive “on-campus” seller of those items typically sold in college “bookstores” which bear a University of Central Florida or Valencia College emblem, logo, insignia or other such identifying mark such as apparel, class and alumni rings, and jewelry.
 - The Contractor shall be the exclusive “on-campus” seller of those items typically sold in college “bookstores” such as educational supplies, notebooks, and stationary; except that the University’s Contract Administrator shall have the right to grant a limited number of other campus locations/stores rights to sell such supplies (paper, stationary, business cards, etc.) and other merchandise bearing the UCF or Valencia logo/emblem.

- The Contractor shall have non-exclusive rights to operate a Cafe' or Coffee Shop within its Campus Store facilities to sell related food and beverage products.
 - The Contractor shall have non-exclusive rights to sell convenience store items such as food, health and beauty aids, and sundries.
 - The University's Contract Administrator may authorize the sale of certain items described above as "Contractor exclusive" by approved vendors, student groups, or by organizations of UCF or Valencia.
- e. It is the University's desire that the selected Contractor will bring value-added programs and services with respect to digital delivery. The contractor must recognize that the UCF/VC is focused on course materials affordability for its Students. As part of this focus, the University desires to continue to explore all options regarding the digital delivery of course materials and course content, including direct coordination with publishers.
- f. University Authority Re: Product Offerings. The Contractor shall withdraw from display or sale, any item or items, which the UCF/VC requests not be displayed or sold. New product categories that the contractor would like to sell at the store require the University's prior written approval.
- g. Advertising. Contractor covenants and agrees not to promote in any way the use of its services which might be construed in any way that the University is endorsing such without prior University approval.
- h. Signage. Contractor shall have the right to erect and maintain a sign upon the building (space it occupies) for the conduct of business as permitted by the University and in accordance with University regulations and policy. It is agreed that any signs placed on the store premises by Contractor shall advertise only Contractor's name, business products, networks to which it belongs, or services provided, and shall be of reasonable size, subject to the approval of the University. No signs shall be installed without first receiving written approval by UCF Business Services as to the sign and location.
- i. Exclusive Use Agreements. The University of Central Florida has entered into agreements whereby exclusive rights to sell, market, promote, and/or provide specific services, merchandise, classes of products, and the licensing of University indicia/trademarks, have been granted to University partners. It is the responsibility of Contractor to be aware of, and comply with, all University exclusivity agreements. Any penalties or fines levied on, or loss of revenue to, the University resulting from Contractor's negligent or willful noncompliance shall be borne entirely by Contractor. These exclusivity agreements include:
- Coca-Cola Exclusive. The University of Central Florida has entered into an agreement designating Coca-Cola as the exclusive fountain syrup company on campus. Contractor must agree to honor this arrangement by offering only Coca-Cola designated products in its operation on campus. Contractor may not vend, dispense, promote, or use any display or sign that is in competition with Coca-Cola, except that the UCF Contract Administer may authorize or require Contractor to stock a small percentage (up to 20%) of competitive products.

Any such authorization or requirement made by the University must be in writing.

- The Contractor shall purchase all of its Beverage requirements, including cups, lids, and CO2 for Coca-Cola products from the local (Florida) Coca-Cola Bottler. Refer to the “Coca-Cola Agreement” for specifics and permitted exceptions.
 - The University has sole discretion to enter into exclusive contracts.
- j. Fixtures/Equipment For Special Events. The Contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, Handheld POS devices, etc.) to sell University merchandise at designated special events on campus to capitalize on sales opportunities.
- k. Website/Social Media. The Contractor shall manage and operate a full-service website and social media program including, but not limited to, Facebook, Instagram, Twitter, etc.
- l. Special Events. The Contractor shall support special events (e.g., lectures, readings, speakers, etc.) on campus by selling merchandise at University events.
- m. Donations. The Contractor is encouraged to provide reasonable donations of merchandise (retail value), gift card/course materials, scholarships, store gift cards, etc., to support various departments, programs, events, etc., on campus. (Note: The amount of donations, course materials scholarships, etc., offered by the contractor should be listed under “Additional Financial Incentives” on the Financial Offer Form, Attachment A.). Contractor shall track and report such donations to the University annually.
- n. Trash Removal/Recycling. The Contractor shall be required to participate in the University’s recycling program. The Contractor shall remove all trash and recyclable materials and place them in the proper recycling containers.
- o. Environmental/Sustainability Practices. The contractor shall utilize environmentally friendly practices in its operation of the store and shall abide by all University environmental/sustainability practices.
- p. Reporting Requirement. The Contractor shall report to the UCF Director of Business Services and/or his/her designee, for matters pertaining to the Store. The Contractor’s Regional Manager will meet with the UCF Director of Business Services and/or his/her designee on a quarterly basis, or as mutually agreed, to review the store’s performance. Contractor shall also attend an Annual meeting, held on or around the anniversary date of each contract year, to review the prior year’s operations, and shall provide the annual report detailed in Section 3.10(1) prior to the meeting and be prepared to discuss/review it at the meeting.
- q. Licensing, Permits, Taxes. The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the store provided herein, including, but

not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

3.2 **Customer Service**

- a. Customer Service Expectations. The Contractor shall provide excellent customer service at the Campus Store. The Contractor shall work closely with UCF to establish goals for customer service performance metrics and shall provide to the University all supporting evidence, including customer survey results and internal evaluations as necessary to establish and document the actual/current level of customer service provided.

UCF will measure the level of customer service provided by the contractor throughout the term of the contract. .

- b. Nametags/Identification Tags. The Contractor shall ensure that all store employees wear nametags/identification tags, along with a standardized uniform shirt, subject to University approval.
- c. Image Of The Campus Store. The Contractor shall operate the store in a manner that reflects the image and reputation of UCF and supports the mission of the University. The Contractor shall become involved in the academic, cultural, and social environment at UCF, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of UCF, and, where and when appropriate, creating temporary selling points at various sites around the campus in connection with special events and programs.
- d. Support Of Student Organizations. It is in the Contractor's best interest to be engaged with, and be supportive of, UCF student organizations and student activities. The contractor will be expected to establish strong relationships with student organizations and student activities.
- e. Customer Feedback. The Contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys per semester, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the UCF Contract Administrator. UCF and VC shall reserve the right to seek additional customer feedback by whatever method they deem appropriate for their purposes.
- f. Hours Of Operation. The Standard Hours of operation shall include, at a minimum, Monday through Saturday, during the Academic Year unless changes are mutually agreed to in advance. Contractor shall establish the standard operating hours' (opening and closing times) which shall then be approved by the University and any changes to the approved schedule will only be made in conjunction with the Contractor and University.
 - The Standard Hours of operation shall be extended during the beginning of each semester and to support special programs and events as necessary (e.g., Open Houses, Parent's Weekend, Orientation, Alumni Weekend, etc.).

- g. Changes to the Standard Hours of operation must be approved by the University. The University prefers that the standard operating hours to be “consistent” during the Academic Year.
- h. During all hours of operation, including peak business hours and extended hours of operation, the contractor shall staff the store adequately to provide the level of service required by the University.
- i. Store Advisory Board. The Contractor’s store Manager shall meet semi-annually with the UCF Advisory Board and with University stakeholders to review store operations, Course Material and merchandise selection. The Contractor’s Regional Manager shall attend at least one store Advisory Board meeting per year. Further, the Contractor’s store Manager shall work cooperatively with the Advisory Board, and with University stakeholders in the development and improvement of the store’s program, merchandise selection, services, and policies. The Contractor shall make every reasonable effort to comply with requests from the Advisory Board and from University stakeholders to improve the store’s program, services, and policies. The store Manager or his/her designee is also expected to meet periodically with deans, department heads, and other faculty members.
- j. UCF and Valencia Licensing. The contractor shall meet regularly with individuals responsible for UCF and Valencia Licensing to develop and implement marketing campaigns to promote merchandise sales.
- k. Refund Policy. The contractor’s refund policy must be sensitive to the needs of UCF Students and customers.

3.3 **Staffing / Personnel**

- a. Staffing. The Contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service store in accordance with the requirements established by this ITN and shall maintain an adequate staff at all times to ensure a high quality operation, including providing a sufficient number of experienced personnel for operational and administrative purposes.
 - UCF/VC desires that Contractor to give favorable attention to prospective qualified employees from the surrounding community, and UCF and Valencia Students, when appropriate.
- b. Organization Chart/Staffing Level. The Contractor shall present its organization chart/staffing level to UCF for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. All Salaried positions must be identified and listed on the Staffing chart. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by, the University. The review and/or approval of any of Contractor’s Organization Chart and/or Staffing Levels by the University does not relieve Contractor of its responsibility to perform in accordance with the terms of this contract and the expectations of the University.
- c. Manager. The University reserves the right to review and approve the Manager that the Contractor intends to hire for the UCF/VC store. Subsequent changes in assignments will be made by the Contractor only after prior consultation with, and approval by, the University. The University expects management continuity (i.e.,

limited turnover of the Manager) in order for the Contractor to meet the expectations and requirements of the University. The review and/or approval of the Contractor's Manager by the University does not relieve Contractor of its responsibility for the performance and monitoring of its staff. The University reserves its right to request the replacement of any of Contractor's personnel that fail to meet the expectations of the University.

- d. Employee Conduct. The Contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on UCF premises, all employees, agents and independent contractors of the Contractor shall comply with all applicable University policies and procedures. If a Contractor's employee is found to be unacceptable, the contractor shall be required to remove any such employee, agent, or independent contractor from the University at the University's request. If UCF makes such a request, Contractor shall replace said person no later than thirty (30) days after the request is made, except that Contractor shall terminate the employee immediately if UCF determines that the employee has engaged in theft or dishonesty, has used alcohol or illegal substances during work hours or been under the influence of alcohol or illegal substances during work hours, has abused legal substances during work hours, or has been convicted of a felony.
- e. ADA. The contractor shall comply with the Americans with Disabilities Act (ADA).
- f. Employment Laws. The Contractor shall comply with all Florida and federal employment requirements.
- g. Background Checks. The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the contractor's non-temporary employees, agents, or independent contractors. Temporary employees hired through a temporary staffing agency assigned by Contractor to the UCF/VC Store shall require the background checks listed herein, and Contractor may satisfy this requirement by conducting the background checks directly or having a contract with the temporary staffing agency that incorporates the same requirements. If Contractor hires currently-enrolled UCF or VC students on a temporary basis, Contractor is not required to perform the background checks listed herein.

Convictions discovered in the background check will be reviewed by Contractor's Loss Prevention and/or Human Resources department. Consideration may be given to the person's relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, students, and the University and any other circumstances deemed relevant to the final determination of whether to employ or retain the person. Conviction information will be maintained by Contractor as confidential.

Background checks shall include, at a minimum, the following items:

1. National Criminal History Records
2. National Sex Offenders Registry
3. Federal Criminal Database
4. Statewide Criminal History background check through FL Dept. of Law Enforcement Website
5. SS Trace Validation
6. County Criminal Search

Depending on the nature of the position or duties required, the University may request the Contractor to perform additional levels of background screening.

3.4 **General Merchandise And Marketing**

- a. **General Merchandise Selection.** The Contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer/technology supplies, general books, reference books, culinary supplies, novelty gifts, school supplies, greeting cards, convenience products (e.g., beverages, candy, snacks, etc.), health and beauty aids (HBAs), special order services, graduation related merchandise, full-service café, and other services expected from a full-service Campus Store.
- b. **Emblematic Clothing And Gifts.** The Contractor shall promote and brand UCF and VC by offering a broad selection of emblematic clothing and gifts that comply with the University's and College's licensing requirements, design guidelines, and requirements for branded products. The Contractor shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- c. **Technology Products.** The Contractor shall provide a selection of technology products. Technology products shall include, but not be limited to, computer accessories, computer/technology supplies, peripherals, etc.
- d. **New Product Lines.** The Contractor shall continually expand and introduce new product lines that appeal to UCF/VC customers (e.g., students, faculty, staff, alumni, fans, and visitors) and generate traffic into the store.
- e. **Website/Social Media.** The Contractor shall be required to maintain a full-service Campus Store Website. The website will feature a full range of emblematic merchandise. The contractor shall develop and implement a social media marketing and promotion strategy. To the extent that the Contractor develops its own social media sites (e.g., Facebook, Instagram, Twitter) or integrates with University sites, the contractor shall be required to keep its posted information up-to-date, refresh its sites frequently consistent with effective social media strategies, and conform to University social media standards and practices.
- f. **Licensing Program.** The Contractor shall only purchase UCF and VC branded merchandise from vendors who adhere to UCF's and VC's Licensing Program requirements.
- g. **Vendor Code Of Conduct.** The Contractor must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the contractor does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

3.5 **Café Services**

- a. **Café Services.** The contractor shall work cooperatively with UCF/VC to provide Café Services in the Campus Store.

- b. Café Services Products. Café Services products may include coffee, cold and hot beverages, snack foods, healthy options, grab-and-go items, convenience items, etc. The Café should also include a seating area, primarily consisting of outdoor space.

3.6 Course Materials

- a. Agent For The Collection Of Textbook Adoptions. The contractor shall be UCF/VC's agent for the collection and compilation of the course materials list and for providing course materials to UCF/VC students for the Downtown Campus. The contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically.
- b. University Rights - Adoption Data. Textbook adoption data and forms, whether received by Contractor in paper form, electronically, or otherwise, provided to the contractor by UCF's and Valencia's Faculty or Staff are the property of the University. The contractor shall provide textbook adoption data and/or adoption forms to the University within twenty-four (24) hours of the University's request for copies of such adoption data and/or adoption forms. All collected data shall be provided to the University in an electronic, sortable, format (such as Microsoft Excel or equivalent).
- c. Comprehensive Services for the Valencia College Culinary Program. The Contractor shall provide comprehensive services to support the Culinary program offered by Valencia College including providing required course materials, culinary supplies and uniforms, special orders, and any other products and services related to the Culinary program, and shall track such sales as a separate category from other store sales.
- d. Custom-Published Materials. The Contractor shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- e. Textbook Rental Program. The Contractor shall provide a full-service textbook rental program.
- f. Digital Course Materials/New Technologies (i.e., e-books, access codes, adaptive learning products, etc.). The Contractor shall provide a digital delivery/new technologies program that addresses the changing types of course materials, including but not limited to, providing digital course materials, digital textbooks, support of course related subscription materials, new technologies to support student success, etc.
- g. Inclusive Access/Course Fee Program. The contractor shall provide an Inclusive Access/Course Fee Program at the Campus Store, if required by Valencia College or the University. Inclusive Access/Course Fee Programs must include the ability for students to "opt-out" of the Program.
- h. Platform / E-Reader. In the event the University or Valencia College adopts a specific platform or e-reader, the Contractor shall collaborate with UCF/VC to support the use of the adopted platform or e-reader.
- i. Open Educational Resources. UCF/VC will continue to support initiatives that provide affordable course materials to Students, including but not limited to, UCF/VC

purchased or licensed materials including library resources, materials or emerging technologies, and other OER course materials, as defined by the UCF/VC.

- j. Online Course Materials Ordering. The Contractor's website for the store shall include, but not be limited to, the ability for customers to order and reserve course materials.
- k. HEOA/Other Laws. The Contractor shall work with the University to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.
- l. HB 7019. The contractor shall work with the University to ensure compliance with HB 7019 and all other relevant state, federal, and local laws, rules, and regulations. <https://www.flsenate.gov/Session/Bill/2016/7019>

Contractor's data collection and reporting system/tools must provide, at a minimum, the basic information and reporting capability necessary to allow UCF/VC to measure and report its compliance with HB 7019 including, but not limited to, the following:

- i. Provide and retain Historical Data (retain data for the term of contract).
- ii. Provide a report on the number of courses and course sections that were not able to meet the textbook and instructional materials posting deadline for the previous academic year.
- iii. Provide a report showing the price of learning materials in each course to determine how much cost varies from course section to course section.
- iv. Provide a report that identifies the specific measures used to reduce the cost of course materials, and "the textbook and instructional materials selection process for general education courses with a wide cost variance."
- v. Provide a report on the textbook and instructional materials for general education courses that have a wide cost variance identified and are high- enrollment courses;

3.7 Course Materials Affordability / Pricing Policies

- a. Course Materials Affordability. UCF/VC is committed to making course materials affordable to its Students. **The Contractor's course materials pricing policies should be innovative and demonstrate Contractor's commitment to providing affordable course materials.** Provide affordable pricing policies/plans for the typical Course Material offerings/categories in response to ITN Section 4.6 (example: New Textbooks, Used textbooks, Rental textbooks, Digital textbooks, Coursepacks, Bundled, Custom Published materials, etc.).
- b. University Audit Rights. The University has the right to audit the Contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

3.8 **Innovative Methods Of Delivering Course Materials**

- a. Textbook Rental Program. UCF/VC is committed to providing a strong textbook rental program in order to reduce the cost of course materials to its Students. The Contractor shall make a significant effort to maximize the availability of textbook rentals for all Students.
- b. Used Textbook Program. UCF/VC is committed to providing a strong used textbook program in order to reduce the cost of course materials to its Students. The Contractor shall make a significant effort to maximize the availability of used textbooks for all Students.
- c. Buyback. The store shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing semester. (i.e., if a textbook was purchased new and has been readopted, then the Campus Store shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then the store shall pay the student not less than 50% of the original used textbook retail price during buyback.) Textbooks that have not been adopted for an ensuing semester shall be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.
- d. Digital Course Materials/Innovative Course Materials Delivery Mechanisms. The Contractor shall present all desirable innovations for the delivery of textbooks and course materials to the University Administration and Faculty and work with the Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms.
- e. Desk Copies. UCF prohibits the purchase and sale of complimentary/desk copies by the store.

3.9 **Tender Types / Discounts / Financial Aid**

- a. Tender Types. At a minimum, the Contractor shall accept cash, personal checks, major credit cards, the UCF Campus Card (a.k.a. "Knight Cash"), Campus Store gift cards, bank debit cards, UCF Department Charges, scholarship charges/vouchers, and financial aid account charges/vouchers. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
- b. UCF Campus Card. (a.k.a. Knights Cash). The Contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept the UCF Campus Card and/or another smartcard utilized by UCF in the future, at the Campus Store. The University will reconcile and reimburse the contractor on a monthly basis for Campus Store Campus Card transactions. The contractor shall pay a one percent (1%) transaction fee for UCF Campus Card transactions. The Contractor will submit invoices monthly to the University for reimbursement of Campus Card transactions, and will receive reimbursement monthly- net of the 1% transaction fee. The Contractor shall not increase the price of goods and or services to Campus Card customers in order to offset the Campus Card transaction fee.

- c. Financial Aid. The Contractor shall extend UCF and VC Students receiving financial aid credit up to \$600 per semester. The Contractor is responsible for any bad debt related to course materials sales purchased with financial aid funds.
- d. Department Charges. University Departments shall be allowed to charge department purchases at the store using the University's Procurement Card ("P-Card") or by providing an authorized Departmental Budget Code.
- e. UCF/VC Department purchases shall receive a 20% (twenty percent) discount on their purchases (excluding adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, café items, and beverages).
- f. UCF/VC Faculty/Staff Departments shall receive a 10% (ten percent) discount on purchases (excluding adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, café items, and beverages).

3.10 Technology

Note that the Technology investment/equipment remains the property of Contractor and is not subject to Sections 3.13c and 3.13d. Respondents shall submit their proposed technology investment amount as part of their response to this ITN (see Section 4.15).

- a. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., "bookstore computer management/sales" system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA and HB 7019, alternative technology for textbooks/course materials, etc. to deliver the desired level of service.
- b. **The contractor's systems must have the ability to interface with both UCF's and Valencia's "textbook adoption systems", including but not limited to the student information system (People Soft at UCF, and Banner-Canvas at Valencia).**
- c. Website. The Contractor shall provide and maintain a website for the Campus Store. The site shall conform to University design guidelines and link to and from the Campus Store's Website. The store's Website shall include, but not be limited to, the ability for customers to order and reserve textbooks, order general books and general merchandise, and the ability for faculty to submit textbook adoptions online. All aspects of the Campus Store Website, including products sold (whether by the Contractor or by a third party vendor), links to and/or from the Campus Store Website, and advertising accepted, shall require the University's prior written approval.
- d. PCI Compliance. The Contractor shall comply with UCF's Payment Card Industry Data Security Standard (PCI DSS) Policy and the requirements specified in Appendix VII.
- e. Europay, MasterCard, and Visa (EMV) Compliance. The Contractor shall ensure that the store is compliant with EMV standards for authorizing credit and debit card transactions.

- f. Customer Data. Customer data shall not be shared or sold by the Contractor without the express written approval of the customer. The contractor shall comply with all requirements regarding the secure handling of UCF Data as described in Appendix V, "Secure Handling of UCF Data."

3.11 **Financial Reporting And Payment Terms**

The Contractor agrees to pay the University those Payments and/or Commissions listed herein and described below.

- a. A Commission payment calculated as a percentage of Contractor's cumulative "Commissionable Sales", or the minimum annual guarantee, whichever is greater, over the agreed time period (i.e., monthly).
- b. If applicable, a Sales Tax payment based on the amount of each Commission payment made by Contractor to the University. The Sales Tax payment is calculated as a percentage of the Commission payment made to the University using the percentage rates set by the Florida Department of Revenue and Orange County Florida at the time the Commission payment is due (currently 6.3%). Refer to Florida Statute 212.08(7)(eee) regarding applicability.
- c. The Commission, and Sales Tax payments (if applicable), are due by close of business (COB) on the last business day of the month that follows the respective period used in the commission calculation. For example, if the commission is based on a monthly sales period and the commission period being calculated is for January 2019, then the Commission for that period would be due by COB February 28th 2019.
- d. For non-recurring payments an invoice will be sent to Contractor. Such payment is considered late if Contractor's payment is not received by Business Services by the close of business on 30th (Thirtieth) calendar day after the "invoice due date" printed on the invoice form.
- e. Basic Utilities: Unless stated otherwise herein, the following Utilities and Services (herein referred to as "Utilities") are inclusive of the items listed below, and will be billed to Contractor on a monthly basis:
 - i. Trash removal (Non-hazardous trash pickup from a single collection point as designated by the University);
 - ii. Heating, Ventilation, and Air Conditioning (HVAC);
 - iii. Electric (Lighting and convenience);
 - iv. Water (potable & waste);
- f. Additional Utilities: Telephone, Television (cable/satellite), Internet access, connection to UCF's fiber/Ethernet/network, and any other service or utility not listed above as included in the basic Utilities, are at additional cost and will be the responsibility of the Contractor.
- g. Late payments may be subject to an Administrative Processing Fee of \$25.00 (Twenty-five dollars) per occurrence. In addition, if a payment is over 30 (Thirty) calendar days late, the payment amount owed may then bear interest from the 31st (Thirty-first) day after the payment's due date and continue until paid at the lesser of (i) twelve (12%) percent per annum or (ii) the maximum

interest rate per annum allowed by law. The University may waive the Administrative Processing Fee, and/or the Interest charge, at its sole discretion.

- h. Payments shall be made to the University on a monthly basis via check or electronic funds transfer (EFT). The University shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual financial guarantee. Regardless of the payment method selected by the University, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.
- i. Remit payments to the following address:
UCF Business Services
PO BOX 160055
Orlando, FL 32816
- j. The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- k. Monthly Reporting. On a monthly basis, the Contractor shall submit a detailed sales report and financial report to the University, including sales by location, website sales, sales by category (for each location and consolidated), non-commissionable sales (with supporting detail), and consolidated sales for the store (all locations), along with cost of goods sold, gross margin, and expenses by major expense category.
- l. Annual Reporting. On an annual basis, the Contractor shall submit a detailed UCF/VC Campus Store financial statement to the University (for each location and consolidated). At a minimum, the Campus Store financial statement (for each location and consolidated) shall include the following:
 - i. Sales by Category/Department, by Location, and Consolidated, including commissionable and non-commissionable sales
 - ii. Total Sales
 - iii. Cost of Goods Sold
 - iv. Gross Margin
 - v. Personnel Expenses
 - vi. Direct Operating Expenses (itemized by type of expense)
 - vii. Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
 - viii. Rent/Commission Paid to the University
 - ix. Dollar Amount of "Retail Textbook Buyback"
 - x. Dollar Amount of "Wholesale Textbook Buyback"
 - xi. Website Sales
 - xii. Other data that may be requested by the University
- m. Contractor's Financial Statement. The Contractor shall provide the University with a copy of its audited company financial statement on an annual basis.

3.12 **Facility Investment**

- a. **Facility Investment.** Respondents are required to provide the investment capital for the build-out of the campus store, and any additional investment that may be needed in future years to reenergize the space and ensure that the store remains a state-of-the-art facility throughout the duration of the contract term. Respondents shall then submit their proposed facility investment amount and design/plan(s) as part of their response to this ITN (see Section 4.13).
- b. **Capital Investment.** The Respondent's capital investment in the Campus Store facility must include, but is not limited to, the following:
 - Décor items
 - Furniture, Fixtures, and Equipment (FFE)
 - Floor, Wall, and Ceiling treatments/finishes
 - Finish Trim, Casework and Cabinets/Countertops
 - Graphics/signage
 - Merchandise accent lighting
 - Window treatments
 - Low Voltage (Data, Phone, Cable, Audio/Visual, Security, POS, etc.)
 - Sales tax obligations for capital investments

3.13 **Facility Build-out Requirements**

- a. The "White Box" space is anticipated to be available to Contractor on or around March of 2019. Contractor should begin the construction planning/approval process after contract award and be fully mobilized to begin the construction/build-out work as soon as access to facility is granted by the University. All construction/build-out work must be completed in July 2019 prior to the start of the 2019 Fall Semester.
- b. The University will provide Successful Respondent a "White Box" (a.k.a. Vanilla Shell), facility for use for the Campus Store. This space will be provided in the following state of construction:
 - i. Sheet-rock walls installed, taped and primed
 - ii. Suspended, dropped t-bar ceiling installed
 - iii. Fluorescent 4ft x 2ft lighting fixtures (one fixture per 150-200 square feet)
 - iv. Concrete floor slab, broom swept finish
 - v. Basic Electrical: 200-400 amp low voltage electrical service, distributed per code
 - vi. Basic Plumbing: stub outs
 - vii. HVAC distributed at one-ton per 300-350 square feet (depending upon local climate conditions and intended use of space)
 - viii. Fire Sprinkler per code, distributed throughout the space based on intended space use
 - ix. Water, Gas, Cable and Telephone service stubbed to rear of premises
- c. **Ownership Of Facility Investment And Fixtures.** All capital investments and fixtures in the Campus Store facility shall become the property of the University of Central Florida at the termination, expiration, or non-renewal of the contract. If the contract, or extensions thereto, ends for reasons other than cause (see Section 2.22a) or bankruptcy by the contractor (see Section 2.22c) prior to the capital investment being fully depreciated, then the University will reimburse the contractor for the undepreciated portion of the capital investment in the Campus Store facilities, and

all capital investments and fixtures shall become the property of the University. If the contract is terminated for cause as outlined in Section 2.22a or for bankruptcy as outlined in Section 2.22c, then the University shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of the University.

- d. Depreciation. The facility capital investment made by the contractor in the UCF Campus Store facility shall be depreciated on a straight-line basis from the time period beginning when the Campus Store facility is open for business and fully operational (July 1, 2019) and ending (fully depreciated) no later than June 30, 2029, with no interest accumulated.
- e. University Approvals. The facility investment for the Campus Store must meet University of Central Florida's [Design, Construction, and Renovation Standards](#); must be approved in advance by the University; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor in conjunction with the University. Any third-party contractor used by the store Contractor to assist with making facility improvements must be approved in advance by the University.
- f. Accounting Of Facility Investment. The Contractor shall provide the University with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment. Copies of invoices shall be provided to the University within sixty days from completion of the facility investment, or earlier if requested by the University.
- g. Investment Difference. If the actual amount spent by the Contractor on the facility investment is less than the amount offered in the contractor's Proposal, then the contractor shall pay the University the difference between the actual amount spent and the amount offered, payable by July 1, 2024. If the actual amount spent by the Contractor on the facility investment is more than the amount offered in the Contractor's Proposal, then the Contractor shall be solely responsible for all costs necessary to complete the facility improvements.
- h. Design Fees. All store design fees and planning fees associated with Facility Investment shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- i. Signage. Any proposed exterior signage, banners, etc., must be approved by the University and must adhere to University requirements.
- j. Timing Of Facility Investment. The timing of the facility investment shall be determined by the University in cooperation with the Contractor. Note that the build-out/finishing of the Campus Store must be completed and open for business (with Certificate of Occupancy received) no later than end of July of 2019.

3.14 University Obligations

- a. University Obligations. The University shall provide the Contractor with:
 - Campus Store (White Box) of approximately 9,000 square feet retail space and approximately 1,000 square feet "back-of-house" storage space;

- Access to campus web services, campus telephone services, and voice answering system at UCF's standard rate/fee;
 - Security/police services for the store provided by UCF in the same manner provided for other UCF buildings.
- b. The University shall maintain, repair, and replace, as necessary, the common areas, and each of the exterior portions and structural portions of the store building(s)/premises, including, without limitation: the roof and roof supports, footings, foundations, structural supports, columns, exterior walls, bearing walls, retaining walls, floor slab, utility meters, flashings, gutters, downspouts, fire detection and suppression systems; so as to keep the same in good condition and repair.
- c. University shall maintain, repair, and replace, as necessary, all plumbing, pipes, tubes and all other conduits and utility lines leading to or from the store premises, or leading to or from the building; electrical switches, outlets, circuit breakers, interior lighting fixtures (excluding light bulbs and fluorescent tubes), within the store premises; all electrical wiring, plumbing, piping, and HVAC components located within the walls, ceilings, and floors; at no additional cost except in the event that such repair or replacement is required due to the negligence of Contractor.

3.15 **Contractor Obligations**

- a. **Contractor Obligations.** The contractor shall provide the following as part of its management and operation of the store:
- Vehicles. The contractor shall provide Vehicle(s) necessary (if any) for the operation of the store.
 - Cleaning and Maintenance. The contractor shall properly clean and maintain (to the satisfaction of the University) the interior of the store, including the routine cleaning of floors, walls, windows, fixtures, furniture, equipment, etc.
 - Utilities. The contractor shall be required to pay for utilities expenses at the Campus Store as described in Section 3.11e of the ITN.
 - Emergency Key. The contractor shall supply an emergency key to be left with UCF Police Department.
 - Internal Security. The contractor shall collaborate with UCF's Police Department and the University Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the store. The University expects the contractor's first point of contact with regard to security and safety issues for the store shall UCF's Police Department.
- b. Contractor shall maintain and repair the store premises in good clean order, condition and repair. Contractor is responsible for the total cost of maintenance and repair of the store premises including, but not limited to the following items, tasks, and services (collectively referred to as "Maintenance and Repair"):
1. Daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other typical custodial services.
 2. Cleaning of ceiling tiles and ducts, as needed;
 3. Repair and replacement of Wall finishes/drywall/paint and ceiling tiles, as needed;
 4. Cleaning of floors, including waxing/buffing of hard floor finishes, and the routine washing and stain removal on soft floor coverings/carpeting;
 5. Replacement of light bulbs and florescent tubes;

6. Repair and/or adjustment of interior doors and hardware, cabinets/cases, millwork, casework, and countertops;
 7. Repair or adjustment of storefront, entrance doors, and gates, including door closing mechanisms and locks;
 8. Contractor owned and installed computer and POS equipment, systems, and related infrastructure.
 9. Pest control, if applicable.
- c. Contractor may self-manage or self-perform those maintenance/repair tasks within the store premises for which it is required to provide/perform. If outsourcing the work, Contractor shall not use any maintenance/repair company, service provider, or subcontractor on University property that does not meet the minimum insurance coverage criteria set by the University (listed below) and subject to revision by UCF:
1. Insurance Required: contractors providing services on UCF property shall maintain worker's compensation, property liability, property damage and vehicle insurance during performance of their work. Contractor's liability insurance shall be written for not less than limits of \$100,000 per person, \$500,000 per occurrence. Coverage's shall be maintained without interruption from date of commencement of work until final payment and termination of any coverage required to be maintained after final completion.
 2. UCF will not be liable or held responsible for any actions or claims related or as a result of the relationship between Contractor and said service provider used by Contractor unless such actions or claims are the result of UCF's negligent actions or omissions.
- d. The University reserves the right to inspect store premises at any time during the contract term. In the event University, in its sole reasonable discretion, determines the premises are not being maintained in a satisfactory condition, the University may direct the Contractor to make the necessary repair or correction at its sole expense, to return the premises to satisfactory condition. Such repairs shall be completed within 30 (Thirty) days of written notification, or in accordance with an alternate schedule that has been mutually agreed to. The premises are considered to be in satisfactory condition when the premises are in the same or better condition as when Contractor moved in (i.e. at contract commencement). If Contractor fails to make, maintain, or keep the store Premises in good condition or fails to perform the necessary Maintenance and Repairs, and such failure continues beyond 30 (Thirty) calendar days, or beyond the mutually agreed to alternate schedule, the University may, but is not obligated to, perform or hire the necessary contractor to perform the work, and in that event Contractor shall pay University for the costs thereof plus an Administrative Fee (currently 9%).
- e. The Contractor shall, during the term of this contract, repair any damage caused to real or personal property of the University, wherever situated on the University campus, when caused by the intentional, reckless, or negligent acts or omissions of the Contractor's employees, its subcontractors, its invitees, its agents, or of others under Contractor's control and supervision, or at the option of the University the Contractor shall reimburse the University for the cost or repairs thereto and the replacement thereof accomplished by or on behalf of the University.

SECTION 4: OFFER FORMAT SUBMITTAL REQUIREMENTS

(Note: To simplify the University's review process, the format for all Proposals must be consistent with the information requested in this Section.)

Introduction

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

To facilitate analysis of its offer, the Respondent is to prepare its offer in accordance with the instructions outlined in this section. If Respondent's offer deviates from these instructions, such offer may, at UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and also number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent's response to this ITN must be sent to UCF's Authorized Representative at the address listed in Section 2.1.

4.1 Company History And Background

- a. Provide your qualifications and experience in managing college/university Campus Stores or similar creative retail operations. If applicable, describe your experience serving large public research universities.
- b. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the Campus Store. Identify at least five (5) clients with Campus Stores similar in nature to the UCF/VC Retail / Campus Store and Course Materials Program.
- c. Provide a list of all college/university accounts that were canceled or not renewed during the past three years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the store.
- d. Include your company's audited financial statements for the past two (2) years, along with your company's S&P or D&B rating.
- e. Describe your business philosophy as it relates to the Campus Store industry and provide your assessment of the current and future state of the industry. Describe your vision for the future (the next 5 – 10 years) as it relates to college/university store and bookstore operations and the campus bookstore/retail industry in general.

4.2 Operations Plan

- a. Describe your management/operations plan to provide a full-service Café in the Downtown Campus Store, including methods to the café to encourage patronage.

4.3 **Customer Service**

- a. Describe in detail how your company will provide excellent customer service at the Campus Store.
- b. Describe the methods your company will use to obtain regular feedback from Campus Store customers to ensure a high level of customer satisfaction.
- c. Describe your customer service training program for the Campus Store Staff.
- d. Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, etc., and general merchandise.
- e. Describe your proposed hours of operation for the Campus Store.
(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 3.2 of this ITN.)
- f. Describe innovative customer service strategies, including specific examples that your company has implemented.
- g. Describe how you will foster and develop a sustainable relationship with the UCF/VC faculty and staff as it relates to textbook and course material selection, adoption, and affordability.

4.4 **Staffing / Personnel**

- a. Provide your company organization chart.
- b. Provide your proposed organization chart for the Campus Store, staffing plan, and reporting structure for the Campus Store. Identify the total number of “full-time” and “salaried” positions at each location.
- c. Describe your:
 - Personnel policies
 - Hiring policies, including your company’s required qualifications for the store Manager
 - Compensation program, including incentive programs, etc.
 - Benefit programs (e.g., health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
 - Commitment to hire student employees
 - Company dress code for Campus Store employees
- d. Describe your educational and training programs.
- e. Describe your corporate support services and regional management support.

4.5 **Course Materials Program**

- a. Describe your company’s plans to develop and implement an active strategic plan that will result in a strong course materials market share. Include your plans to develop strong relationships with faculty and your plans to market and promote course

materials to students. **The University will consider proposals that involve the subcontracting of the management of the Course Materials Program and/or joint ventures.**

- b. Describe in detail the course materials services and programs (e.g., textbook reservation program, online adoption program, registration integration program, etc.) that your company will provide to UCF/VC Faculty and Students.
- c. Describe your company's plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Please include the following:
 - Provide a detailed description of your company's plan/strategy regarding digital/electronic course materials, digital textbooks, Learning Management Systems, etc.

(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 3.6 of this ITN.)

- d. Describe your plans to provide comprehensive course materials services to support UCF and Valencia Programs.
- e. Course Materials Inventory Plan. Describe your course materials inventory program, including your inventory sources and your plan to ensure that all course materials are readily available for purchase/rent by UCF and Valencia Students.
- f. Course Materials Distribution Plan. Describe your course materials distribution program, including space utilization for course materials, seasonal requirements, concierge service, etc.
- g. Describe in detail the textbook rental program that your company will provide. Include the estimated percentage of titles that your company will provide as rental titles.
- h. Provide a detailed description of your sources for used textbooks, along with a description of your buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices. Describe your methods to market and promote buyback.
- i. Digital Delivery. Describe your company's plans to effectively manage the changing types of course materials and changes to the distribution channels/delivery of course materials. Specifically, provide the following:
 - A detailed description of your company's plan/strategy regarding online delivery of digital/electronic course materials, digital textbooks, integration with Learning Management Systems (LMS), etc.
- j. Inclusive/Course Fee Model Program. Provide a description of your company's Inclusive/Course Fee Model Program, including the following:
 - Experience providing Inclusive/Course Fee Model Programs at other large, prestigious, public universities

- Your company's ability to provide favorable pricing for UCF and Valencia Students
 - Process and automation for tracking, billing, and "opt-out" options for students
- k. Course Materials Value Ratio. Include your estimated Course Materials Value Ratio for each of the first three years of operation of the Campus Store. The Course Materials Value Ratio shall be defined as used textbook sales plus textbook rental sales plus digital course materials sales divided by total course materials sales (including new textbooks, used textbooks, rental textbooks, and digital course materials).
- l. Describe your company's plans to support campus initiatives that provide affordable course materials to UCF/VC Students, including but not limited to, Open Educational Resources (OER), University-purchased or licensed materials including library resources, materials or emerging technologies, and other OER course materials, as defined by the University.

(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 3.6 of this ITN.)

- m. Describe your plans to provide comprehensive course materials services to support current and/or future distance learning programs.
- n. Describe your custom publishing/coursepack program.
- o. Describe your plans to ensure compliance to the Federal Higher Education Opportunity Act (HEOA).
- p. Describe your plans to ensure compliance to the State of Florida's HB 7019 act.
- (Note: At a minimum, the contractor must adhere to the requirements outlined in Section 3.6l of this ITN.)*

4.6 **Course Materials Affordability / Pricing Policies**

- a. Describe your pricing policies for course materials and explain your plans to address UCF's goal of enhanced affordability. Provide a detailed description of your company's pricing strategy. Include details regarding your company's course materials pricing policy/practice for all categories of course materials (i.e., list-priced, pre-priced, net-priced, net-priced bundled packages, digital, used, coursepacks/custom, rental, etc.).
- b. Describe other innovative pricing programs your company will offer to enhance course material affordability for UCF/VC Students, along with your company's proposed timing for implementation of such programs. The University considers these types of programs important, and encourages you to give this your full thought and consideration. Examples include, but are not limited to, the following:
- **Price Match Guarantee Program**, or a similar program, that your company might implement at the Campus Store in order to provide value, compete with online booksellers, and increase market share.

- **Market-Based Pricing Program**, or a similar program, that your company might implement at the Campus Store in order to provide value, compete with online booksellers, and increase market share.

- **Textbook Pricing Transparency Software**, or a similar program, that your company might implement at the Campus Store to provide the Students with the means to compare the store's textbook prices to other sources for titles with the same ISBN. For example, a link could be provided on the store's website to show your store's price alongside the price from online booksellers (e.g., Amazon, Chegg, Half.com, Alibris, etc.) for the same ISBN.

4.7 **General Book Program**

- a. Describe your general book program and your plan to ensure that the general book program supports the academic excellence of the University.
- b. Describe your plan to support the academic programs and events by selling and promoting books and merchandise at events throughout the year.

4.8 **General Merchandise And Marketing Strategy**

- a. Recognizing that the University's goals include increasing market share and improving the store's financial contribution to the University, please provide a detailed description of your plan to increase the sales of emblematic/logo merchandise, clothing, and gifts to students, faculty, staff, and alumni. Describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the store's Website.
- b. Describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students.
- c. Describe your company's plan to provide emblematic/logo merchandise at multiple price points.
- d. Describe your plans for new or expanded product lines or services to be offered at the Campus Store, including an emphasis on products and services that will meet the needs of the Students, Faculty, Staff and Alumni.
- e. Describe your plans to provide a selection of technology products as described in Section 3.4c.
- f. Describe your plans to sell graduation merchandise (e.g., diploma frames, announcements, regalia, class rings, etc.) in the Campus Store and at other locations as designated by the University, throughout the year and during.
- g. Describe your company's vendor code of conduct policy and whether it meets FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.
- h. Describe your plan to work with UCF Licensing in developing marketing campaigns to promote merchandise sales and ensuring the right types of products are available to the campus community.

4.9 **Café Services**

- a. Provide a detailed description of your company's Café Services program that will be provided in the Campus Store. Include a description of the seating area, and plans to make the café a destination and gathering space.
- b. Describe your company's experience providing Café Services at similar institutions. Provide three references (including contact information) for institutions with Cafés similar to what you are proposing for UCF/VC.

4.10 **Tender Types / Discounts**

- a. Describe the tender types your company will accept at the Campus Store.

4.11 **Financial Aid**

- a. Describe your company's plans to support the UCF and Valencia financial aid program as described in Sections 3.9c.

4.12 **Financial Projections**

- a. Provide financial projections for the first five (5) years of operation of the Campus Store. **Projections must include the following:**
 - Sales by Category/Department
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (i.e., Management Fee, Company Overhead Charges)
 - Rent/Commissions paid to University
 - Profit/Loss
 - Website/E-Commerce Sales

4.13 **Financial Proposal**

One of the goals of the University is to maximize the financial return from the store by increasing top line sales and generating strong commissions. The financial return that the selected contractor shall remit will be comprised of the following components:

- Financial Return (see Section 4.13a below)
 - Donations/Giveaways (see Section 4.13b below)
 - Additional Financial Incentives
- a. **Financial Return To UCF.** Please describe the financial return your company will remit to UCF for the operation of the Campus Store, including the following:
 - The minimum annual guarantee
 - The commission schedule expressed as a percentage of Commissionable Sales (see Definitions)

The University's requirements pertaining to the contractor's financial return are as follows:

- **"Gross Sales"** shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the store for any product or service offered by the store, including revenue received from textbook rentals. This includes all orders taken or received at the store, whether such orders are placed at the store, via the internet (i.e., "on-line sales"), orders received through the Campus Store Website, or elsewhere. Gross Sales shall include any commissions, and rebates received by the contractor (whether such commissions and/or rebates are received at the store level or at the corporate office) from products such as class rings, clothing, general merchandise, etc.; and commissions and rebates received by the contractor (whether such commissions and/or rebates are received at the store level or at the corporate office) for authorized sales by other companies or organizations on the Campus Store Website.
- **"Commissionable Sales"** shall be defined as Gross Sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized University Departments, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers, less sales made at no margin by the contractor at the request of the University.
- The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- The contractor shall pay the University the greater of either (i) the financial return based on the commission schedule (i.e., the sum of the Percentage of Commissionable Sales or, (ii) the minimum annual financial guarantee.
- The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized University representatives.

(Note: In addition, contractors are required to complete the Financial Offer Form, Attachment A.)

- b. Donations/Giveaways. Provide the annual amount of merchandise donations, giveaways, etc., that your company will provide.

(Note: In addition, contractors are required to complete the Financial Offer Form, Attachment A.)

4.14 **Facility Investment**

- a. Describe your detailed facility plans and financial commitment to provide the University with state-of-the-art Campus Store facility throughout the duration of the Agreement.
- b. Contractors are required to provide a detailed description of their facility plans and capital investment for the UCF Downtown Campus Store.

*(Note: In addition, contractors are required to complete the Financial Offer Form, Attachment A. **The capital investment in the facility must not include technology and related equipment.** The technology investment must appear as a separate line item on the Financial Offer Form.)*

4.15 **Technology**

- a. Describe your plans for computerization, automation, technology, point-of-sale systems (POS), as described in Section 3.10, and explain how implementation of these plans will benefit the University, the Campus Store, and the UCF downtown community.
- b. Website/E-Commerce Plans. Include a detailed description of your plans to offer the following:
 - Course materials reservation program
 - Online textbook ordering program
 - Online textbook adoption program
 - Online buyback program
 - Registration integration program
 - Compliance to HEOA and HSB 7019 (i.e., textbook ISBN number availability, course materials affordability, etc.)
 - Online ordering program for general merchandise (i.e., emblematic clothing and gifts)
- c. Describe your plans to accept the University's Campus Card as a tender type, which includes integration with the University's Campus Card system.
- d. Include your estimated capital investment for technology/automation in the Campus Store (excluding website development costs) and a timeline for your automation plans. The University will not buy out the undepreciated portion of the contractor's technology investment at the termination of the contract.

(Note: In addition, contractors are required to complete the Financial Offer Form, Attachment A.)

4.16 **Conformance To ITN's Preferred Conditions And Requirements**

- a. Identify any exceptions to the ITN that are included in your Proposal.

(Note: One of the University's Proposal evaluation criteria outlined in Section 2.8 of this ITN is "Conformance To ITN's Conditions And Requirements." Failure To Conform To ITN's General Conditions And Requirements May Result In Rejection Of Proposal.)

| |
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| APPENDIX I EVALUATION SCORING SHEET |
|--|

NAME OF RESPONDENT/ COMPANY: _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each offer on a separate form.
2. Work independently and do not discuss the Offers or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the **Procurement Services Representative named in Section 2.1.**

| Evaluation Criteria | Max Points | Points Awarded |
|--|-------------|----------------|
| Experience, Qualifications, Resources and Services | 100 | |
| Company History And Background | | |
| Operations Plan | | |
| Customer Service | | |
| Staffing / Personnel/ Training program | | |
| Textbook and Course Materials Programs | 250 | |
| Course Materials Program | | |
| Course Materials Affordability / Pricing Policies / HB7019 compliance support (Pricing/Affordability Programs and Transparency) | | |
| Textbook Rental Program / Used Textbook Program | | |
| Course Material distribution, inventory, and storage plan | | |
| Merchandising and Marketing Capabilities | 250 | |
| General Merchandise and Marketing Strategy | | |
| Cafe’– and other Retail plans/proposal (use of space) | | |
| Product delivery, creativity, other innovations | | |
| Financial Proposal and Incentives | 350 | |
| Financial Proposal | | |
| Facility Investment | | |
| Technology Investment | | |
| General Information | 50 | |
| Conformance To ITN’s Preferred Conditions And Requirements (Failure To Conform To ITN’s General Conditions And Requirements May Result In Rejection Of Proposal) | | |
| Total Possible Points | 1000 | |

EVALUATOR’S NAME: _____

EVALUATOR’S SIGNATURE: _____

DATE: _____

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| APPENDIX II SUPPLEMENTAL OFFER SHEET |
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TERMS AND CONDITIONS

The Sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. **Respondents disagreeing with any term or condition of this ITN are to provide a clear and detailed reason for the disagreement and a solution to the disagreement in his/her offer.** A Respondent's disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the University and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

| SECTION | YES | NO | RESP. INITIALS |
|-------------------------|-----|----|----------------|
| 2.1 **Non-negotiable** | | | |
| 2.2 **Non-negotiable** | | | |
| 2.3 **Non-negotiable** | | | |
| 2.4 | | | |
| 2.5 | | | |
| 2.6 **Non-negotiable** | | | |
| 2.7 | | | |
| 2.8 **Non-negotiable** | | | |
| 2.9 | | | |
| 2.10 | | | |
| 2.11 **Non-negotiable** | | | |
| 2.12 | | | |
| 2.13 **Non-negotiable** | | | |
| 2.14 **Non-negotiable** | | | |
| 2.15 | | | |
| 2.16 | | | |
| 2.17 | | | |
| 2.18 **Non-negotiable** | | | |
| 2.19 | | | |
| 2.20 **Non-negotiable** | | | |
| 2.21 | | | |
| 2.22 | | | |
| 2.23 | | | |
| 2.24 | | | |
| 2.25 | | | |
| 2.26 | | | |
| 2.27 **Non-negotiable** | | | |
| 2.28 **Non-negotiable** | | | |
| 2.29 | | | |
| 2.30 **Non-negotiable** | | | |
| 2.31 **Non-negotiable** | | | |

| SECTION | YES | NO | RESP. INITIALS |
|---------------------------------|-----|----|----------------|
| 2.32 | | | |
| 2.33 | | | |
| 2.34 | | | |
| 2.35 **Non-negotiable** | | | |
| 2.36 | | | |
| 2.37 | | | |
| 2.38 | | | |
| 2.39 **Non-negotiable** | | | |
| 2.40 | | | |
| 2.41 | | | |
| 2.42 **Non-negotiable** | | | |
| 2.43 | | | |
| 2.44 | | | |
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| 2.46 | | | |
| 2.47 | | | |
| 2.48 | | | |
| 2.49 **Non-negotiable** | | | |
| 2.50 | | | |
| 2.51 | | | |
| 2.52 **Non-negotiable** | | | |
| 2.53 **Non-negotiable** | | | |
| 2.54 | | | |
| 2.55 | | | |
| Section 3.0 | | | |
| Section 4.0 | | | |
| Appendix I | | | |
| Appendix II | | | |
| Appendix III | | | |
| Appendix IV | | | |
| Appendix V | | | |
| Appendix VI | | | |
| Appendix VII | | | |
| Appendix VIII | | | |
| Appendix IX | | | |
| Attachment A **Non-negotiable** | | | |
| Attachment B **Non-negotiable** | | | |

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

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| APPENDIX III CERTIFICATE OF NON-SEGREGATED FACILITIES |
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We, _____ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contractor for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

The Contractor and subcontractors shall abide by the requirements of 41 CFR, Section 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

APPENDIX III
CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - CONTRACTOR'S AGREEMENTS

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

UCF DOWNTOWN CAMPUS STORE – ITN 1710NCSA

- (1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

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|---|
| <p style="text-align: center;">APPENDIX IV COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS</p> |
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The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing.** The certifications must be submitted to the UCF Procurement Services Department prior to providing any goods or services required under the resulting contract. Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting an offer under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX V

SECURE HANDLING OF UCF DATA

Secure protection and handling of data by vendors and third parties

1. Network Security. Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Contractor agrees to maintain network security that conforms to one of the following:
 - a. Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
 - b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:

<http://web.nvd.nist.gov/view/ncp/repository>
 - c. Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Contractor then applies to its own network.
2. Data Security. Contractor agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.
3. Data Transmission. Contractor agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.
4. Data Storage. Contractor agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.
5. Data Encryption. Contractor agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.
6. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor.

Contractor further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.

7. End of Agreement Data Handling. Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.
8. Data Breach. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to assume responsibility for informing all such individuals in accordance

with applicable law and to indemnify, hold harmless and defend UCF and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Related Documents:

- Third-Party Outsourcing (Cloud Computing) of University Data
- UCF Third Party Assurance Questionnaire
- 4-008 Data Classification and Protection

9. FERPA. If Contractor is provided access to any student personally identifiable information (as defined under FERPA), Contractor acknowledges that it will comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act ("FERPA"), for the handling of such information, to the extent such regulations apply to Contractor. Contractor will not disclose or use any student information except to the extent necessary to carry out its obligations under its agreement with UCF and as permitted by FERPA.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX VI BONFIRE SUBMISSIONS

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

| Name | Type | # Files | Requirement |
|----------|-----------------------|----------|-------------|
| Proposal | File Type: PDF (.pdf) | Multiple | Required |

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://ucfprocurement.bonfirehub.com/opportunities/6043>

Your submission must be completely uploaded, submitted, and finalized prior to the Closing Time of **Feb 27, 2017 4:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day before** Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

University of Central Florida - Procurement Services uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Appendix VII
Payment Card Industry Data Security Standards (PCI DSS)

- A. The Vendor shall exercise maximum-security control over all cash, charge, and sales transactions. The University shall not be responsible for theft or loss of the Vendor's cash or property or criminal acts of third parties.
- B. The Vendor is responsible for all implementation, support and administrative costs, as needed to provide and ensure PCI DSS compliance. The University will not provide any technical assistance or support. The University reserves the right, but is not obligated, to inspect and/or test Vendor's system(s) for compliance.
- C. Vendor shall at all times remain in compliance with the "Payment Card Industry Data Security Standard" (PCI DSS) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Vendor's sole cost and expense.
- D. Additionally, upon the effective date of this Agreement/Contract:
 - 1. Vendor acknowledges that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.
 - 2. Vendor affirms that it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
 - 3. Vendor agrees to supply the current status of its PCI DSS compliance status, and evidence of its most recent validation of compliance to UCF. Vendor must supply to UCF a new status report and evidence of validation of compliance at least annually.
 - 4. Vendor will immediately notify UCF if it learns that it is no longer PCI DSS compliant and will immediately provide UCF the steps being taken to remediate the non-compliance status. In no event shall Vendor's notification to UCF be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.
 - 5. Vendor acknowledges that any indemnification provided for under terms of this Agreement/Contract also applies to the failure of the Vendor to be and to remain PCI DSS compliant.
- E. Vendor's safeguards for the protection of (Cardholder's) Personal Information shall include:
 - 1. limiting access of Personal Information to Authorized Employees/Authorized Persons;
 - 2. securing of Vendor's business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 - 3. implementing network, device application, database and platform security;
 - 4. securing information transmission, storage and disposal;
 - 5. implementing authentication and access controls within media, applications, operating systems and equipment;
 - 6. encrypting Highly-Sensitive Personal Information stored on any mobile media;
 - 7. encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks;
 - 8. strictly segregating Personal Information from information of Vendor or its other customers so that Personal Information is not commingled with any other types of information;
 - 9. implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting employee background checks consistent with applicable law; and

UCF DOWNTOWN CAMPUS STORE – ITN 1710NCSA

10. providing appropriate privacy and information security training to Vendor's employees.

Related Links:

https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

https://www.pcisecuritystandards.org/documents/PCI_DSS_v3-2.pdf

https://www.pcisecuritystandards.org/pci_security/completing_self_assessment

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

Appendix VIII
MINIMUM SECURITY REQUIREMENTS
CLOUD COMPUTING SERVICE PROVIDERS

The services being requested in this ITN include storing, transmitting, processing, or collecting university data on our behalf. As such, it is necessary to minimize the risk to university data and ensure that a minimum set of security requirements, contractual language requirements, and technical arrangements for data exchanges are met by the service provider.

The sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any term or condition herein are to act to resolve the difference prior to the deadline for inquiries, as noted in this ITB. A Respondent's disagreement with any section of this ITB shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

1. ☐ **Yes** ☐ **No** Terms and conditions must specify the complete set of university data involved in the proposed business arrangement with the service provider.
2. ☐ **Yes** ☐ **No** Terms and conditions must specify university data provided, collected or transmitted to the service provider is permanently owned by the University of Central Florida.
3. ☐ **Yes** ☐ **No** Terms and conditions must specify the amount of time University data is retained by the service provider after in the event agreement or contract is terminated.
4. ☐ **Yes** ☐ **No** Terms and conditions must specify university data destruction method that is aligned with industry data security standards.
5. ☐ **Yes** ☐ **No** Terms and conditions must specify University of Central Florida's data is separated from other tenants in service provider's infrastructure.
6. ☐ **Yes** ☐ **No** Service Provider must abide by all University of Central Florida, state and federal laws. These requirements can vary based on datasets, e.g., HIPAA, FERPA, GLBA, SOX, PCI-DSS, etc.
7. ☐ **Yes** ☐ **No** Service Provider must agree to comply with federal and state breach notification laws, such as Florida's data breach notification law (FL State Statutes 501.171, Senate Bill 1524, FIPA).
8. ☐ **Yes** ☐ **No** Service Provider must prohibit anonymous access to University of Central Florida's data. Password length and complexity shall conform to University of Central Florida's password standards - <http://www.cst.ucf.edu/wp-content/uploads/501-101-Password-Standards.pdf>.

9. ☐ **Yes** ☐ **No** Service Provider must maintain adequate audit trails, at a minimum logs should contain successful and unsuccessful account logon attempts.
10. ☐ **Yes** ☐ **No** Service Provider must encryption data in transit using TLS protocol. Clear text communication of Restricted or Highly Restricted data is prohibited per UCF policy 4-008.
11. ☐ **Yes** ☐ **No** Service Provider must clearly state that penetration testing and vulnerability assessments are performed regularly.
12. ☐ **Yes** ☐ **No** Service Provider must present a business continuity plan with detailed recovery procedures and manual workarounds in the event of disaster.
13. ☐ **Yes** ☐ **No** Service Provider must have a secure environment free of any breach within the last year. Any recent information security concerns will require further evaluation.
14. ☐ **Yes** ☐ **No** Service Provider must incorporate the “Secure Handling of UCF Data” security rider in the contract, or Service Level Agreement (SLA.).
15. ☐ **Yes** ☐ **No** Service Provider must provide attestation of liability and/or cybersecurity insurance.
16. ☐ **Yes** ☐ **No** Service Provider must produce certifications and or attestations of a recent security audit that meets industry standards (e.g., SSAE 16, ISO 27001, PCI-DSS, etc.).
17. ☐ **Yes** ☐ **No** Where applicable and appropriate for the program or project, service provider must be able to provide federation services that is SAML v2 or Shibboleth compliant. Such a service will allow seamless integration with UCF computer usernames for the purpose of authentication and authorization to the service provider’s applications.

Company: _____

Authorized Representative’s Name: _____

Authorized Representative’s Signature: _____

Date: _____

| |
|--|
| <p style="text-align: center;">Appendix IX THIRD-PARTY DATA SECURITY ASSURANCE QUESTIONNAIRE</p> |
|--|

A Download Fillable Form is available from the Procurement Services website. <https://procurement.ucf.edu>

This is a mandatory form and must be submitted with your offer.

Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion.



Third Party Data
Security Assurance C

**ATTACHMENT A
UCF CAMPUS STORE
FINANCIAL OFFER FORM**

(Note: Items listed on this Offer Form are in addition to any/all other financial requirements and obligations outlined in this ITN.)

1. **COMMISSION AS A PERCENT OF COMMISSIONABLE SALES: (%)** _____

2. **MINIMUM ANNUAL GUARANTEE: (\$)** _____
 (Note: The Contractor shall pay UCF the greater of the Minimum Annual Guarantee or the Commission as a Percent of Commissionable Sales.)

3. **ANNUAL DONATIONS / GIVEAWAYS / PROMOTIONS: (\$)** _____
 List the annual amount of merchandise donations, giveaways, etc., that your company will provide to UCF.

4. **ADDITIONAL ANNUAL FINANCIAL INCENTIVES: (\$)** _____
 Describe each type of additional financial incentive that your company would like UCF to consider along with the corresponding amount for each incentive, (e.g., Textbook Scholarships, General Scholarships, etc.). Provide details on Financial Incentives offered.

5. **TOTAL FACILITY INVESTMENT: (\$)** _____
 (Depreciated on a straight-line basis over ten (10) years, with the entire Facility Investment being fully depreciated by June 30, 2029).

6. **TOTAL TECHNOLOGY INVESTMENT (\$)** _____
 (This includes the Point-of-Sales system, interface with UCF and VC textbook adoption systems, Store Website, inventory control system, etc.). Note that the Technology investment/equipment remains the property of Contractor and is not subject to Sections 3.13c and 3.13d.

7. **UTILITIES:** Contractor agrees to incur all costs for the following utilities expenses at the Campus Store: Trash removal; Heating, Ventilation and Air Conditioning (HVAC); Electric (Lighting and convenience); Water (potable & waste).

PROPOSAL SUBMITTED BY:

Company: _____

Authorized Signature: _____

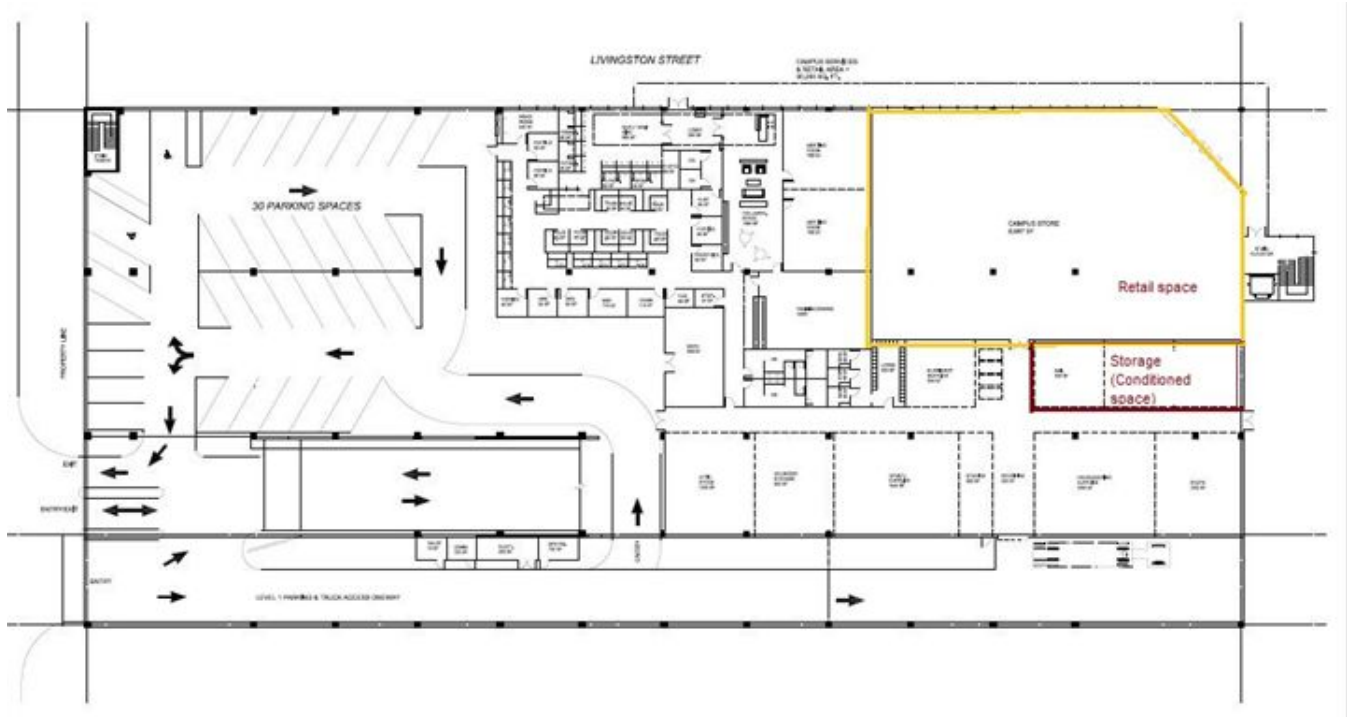
Signer's Printed Name: _____

Title: _____

Date: _____

UCF DOWNTOWN CAMPUS STORE – ITN 1710NCSA

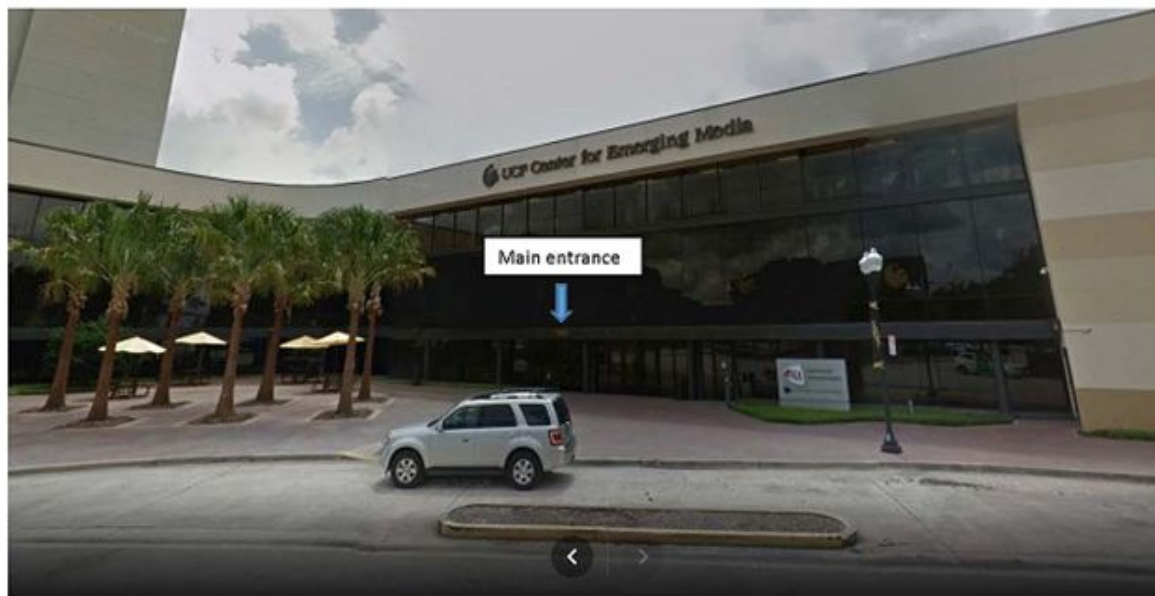
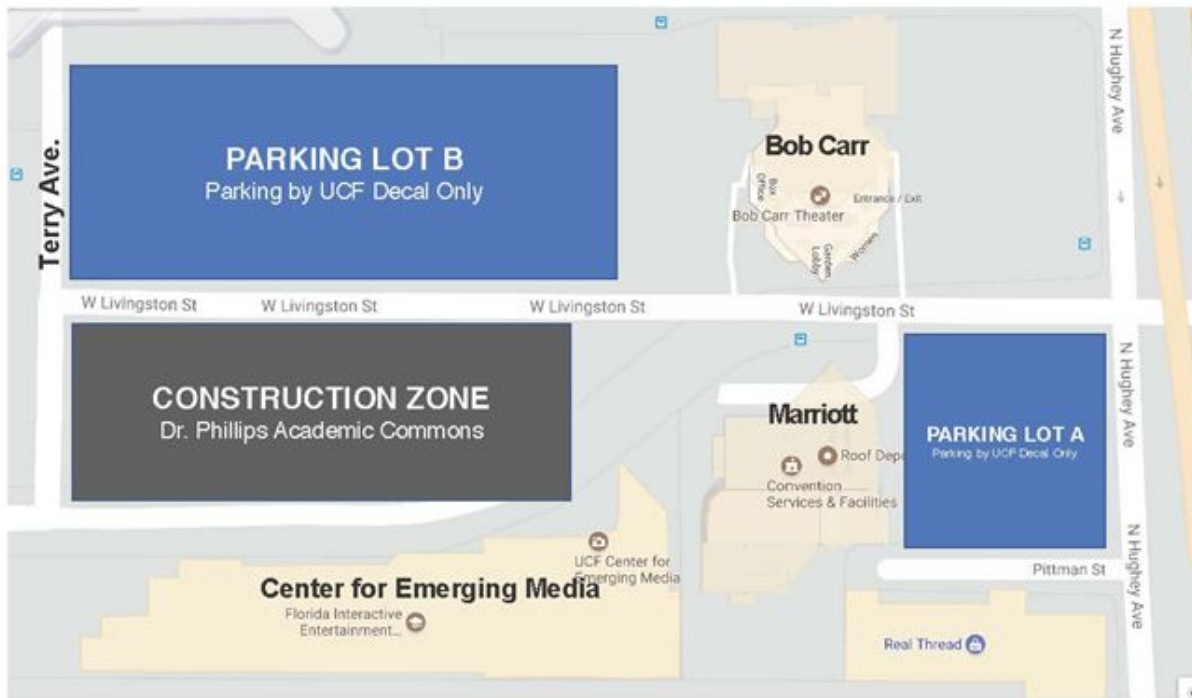
ATTACHMENT B
CAMPUS STORE FLOOR PLAN/LAYOUT



UCF DOWNTOWN CAMPUS STORE – ITN 1710NCSA

The Pre-Proposal Conference is Friday January 26 at 9AM. Note that attendees may find that some navigation/GPS programs provide better directions when the destination is entered as the “Bob Carr Performing Arts Center” at 401 W Livingston St, Orlando, FL 32801. Attendees may use parking Lot A or B.

UCF PARKING at the Center for Emerging Media August 2017 to July 2019



UCF DOWNTOWN CAMPUS STORE – ITN 1710NCSA

Attachment B

Solicitation Summary

ITN1710NCSA Operation and Management of UCF Downtown Campus Store

Objective of ITN

UCF Downtown is seeking a creative retail partner to design, build-out/finish, and operate an innovative and dynamic **Campus Store**. The UCF Downtown Campus Store will provide products, services, and materials within a cool vibe to support and contribute to the vitality of the new downtown campus.

- Retail Campus Store (course materials, branded merchandise, school supplies, convenience items, etc.)
- Café/Coffee Shop
- Gathering Space
- Flexible Space

Contract Term

Year one of the contract is for planning, construction, and build-out. The remaining ten (10) years is for the operation and management of the store. Store is scheduled to open for start of fall semester 2019. This contract has the option to renew for mutually agreed renewal terms, not to exceed 20 years in total.

Estimated Value of Contract

\$2,368,540 over the first five years of the contract.

Final terms and conditions of the contract are to be determined upon approval of recommendation of award.

Timeline

| | |
|------------------------|-------------------|
| ITN Advertised | January 9, 2018 |
| Preproposal/Site Visit | January 26, 2018 |
| Proposals Due | February 27, 2018 |
| Evaluators Review | March 2018 |
| Negotiations | May – August |
| Best and Final Offers | August 21, 2018 |

Decision Maker

| | |
|--------------|--|
| Thad Seymour | Vice President for Partnerships and Chief Innovation Officer |
|--------------|--|

Evaluators

| | |
|---------------------|-----------------------|
| Austin Bott | UCF Student |
| Michael Shumack | UCF Business Services |
| Scott Eberle | UCF Business Services |
| Josh Emambakhsh | UCF Business Services |
| Yaremis Fullana | Valencia College |
| Kim Long | Valencia College |
| Isabel Rivera Hagan | UCF Downtown |
| Paul Rooney | Valencia College |

Alisa Smith UCF Faculty

Advisors

Tom Byrne Campus Bookstore Consulting
 Lisa Elvers Valencia College

Facilitators

Nellie Nido UCF Procurement Services
 Greg Robinson UCF Procurement Services

This solicitation was sent to 14 suppliers, various Chambers of Commerce, Florida State Minority Supplier Development Council, and was posted on the UCF Procurement Services website, and Florida Vendor Bid System.

Offers Received

Barnes and Noble College (Barnes & Noble)
 Follett Higher Education Group, Inc. (Follett)

Financial Analysis Initial Offers

| Commission | |
|---|--|
| Barnes & Noble | Follett |
| 15.6% up to \$6.0M | 12.0% up to \$2M |
| 17.1% from \$6.0M to \$10M | 13.0% over \$2M |
| 18.6% from \$10M to \$15M | |
| 20.1% over \$15M | |
| | |
| First Day and eTextbook Sales: 7.0% | |
| | |
| Minimum Annual Guarantee | |
| Barnes & Noble | Follett |
| Year 1 \$250,000 | N/A |
| Years 2-10 95% of calculated sales commission of the immediately preceding year | |
| | |
| Annual Donations/Giveaways/Promotions | |
| Barnes & Noble | Follett |
| \$5,000 annually toward marketing, merchandise donations and giveaways | \$2,000 annual in-kind donations to support various campus and student activity groups |
| | |
| Additional Financial Incentives | |
| Barnes & Noble | Follett |
| N/A | \$2,000 annually – textbook scholarships |
| | |

| Facility Investment | |
|---------------------|-----------------|
| Barnes & Noble | Follett |
| Up to \$250,000 | Up to \$400,000 |
| | |

Both vendors presented on May 17, 2018

- Discuss student experience in stores
- Virtual store operation
- Café solution
- Case study of similar model

Barnes and Noble increased capital investment to \$700,000.

Follett would consider an increase from \$400,000; however, it would affect their proposed commission structure.

Best and Final Offers

| Commission | |
|---|--|
| Barnes & Noble | Follett |
| 15.6% up to \$6.0M | 12.5% up to \$1.25M |
| 17.1% from \$6.0M to \$10M | 13.5% over \$1.25M |
| 18.6% from \$10M to \$15M | |
| 20.1% over \$15M | |
| | |
| First Day and eTextbook Sales: 7.0% | 7% digital textbooks |
| | |
| Minimum Annual Guarantee | |
| Barnes & Noble | Follett |
| Year 1 \$250,000 | N/A |
| Years 2-10 95% of calculated sales commission of the immediately preceding year | |
| | |
| Annual Donations/Giveaways/Promotions | |
| Barnes & Noble | Follett |
| \$5,000 annually toward marketing, merchandise donations and giveaways | \$2,000 annual in-kind donations to support various campus and student activity groups |
| | \$10,000 (one-time payment) within 180 days of successful implementation of the ConnectOne integration (depreciated over 10 years) |
| | |
| Additional Financial Incentives | |

| Barnes & Noble | Follett |
|----------------------------|--|
| N/A | \$2,000 annually – textbook scholarships |
| | |
| Facility Investment | |
| Barnes & Noble | Follett |
| \$700,000 | Up to \$400,000 |
| | |

Summary of Offers

Barnes and Noble

- Barnes and Noble commission structure- matches the main campus agreement.
- Barnes and Noble will design a store with a concierge style concept for course materials.
- Minimal amount of permanent space will be allotted in the store for course materials.
- Students will be able to order their books on-line and select at-home delivery or a desired pick up location.
- Pick-up locations will include UCF Downtown, UCF Main Campus, Rosen Campus, and possibly Valencia College Campuses.
- Materials will be ready for pick-up or delivery within 24 hours.
- UCF will determine café branding.

Follett

- Store model includes kiosk for ordering course materials on site.
- Design concept allows for course materials to be organized by author.
- On-line ordering and delivery – open to discussion. Cannot commit to pick-up delivery with-in 24 hours.
- Did not propose a full-service café, included a grab and go concept. Can do it, but investment will be greater, and could affect commissions back to university.

Attachment C

1710NCSA - Management and Operations of the UCF Downtown Campus Store

Scoring Summary

Active Submissions

| | Total | Experience, Qualifications, Resources and Services | Textbook and Course Materials Programs | Merchandising and Marketing Capabilities | Financial Proposal and Incentives | General Information |
|-----------------------------------|--------|---|--|--|--------------------------------------|---------------------|
| Supplier | 9000 | 900 | 2250 | 2250 | 3150 | 450 |
| Barnes & Noble College | 8323.5 | 817.5 | 2115 | 2070 | 2911 | 410 |
| Follett Higher Education Group | 7981.5 | 802.5 | 1985 | 2035 | 2815 | 344 |

Attachment D

**UNIVERSITY OF CENTRAL FLORIDA- UCF/VC CAMPUS STORE PROPOSALS
FINANCIAL SUMMARY
MARCH 2018 (Final 9/4/18)**

(Note: Information below has been taken directly from the Proposals; B&N's 4/13/18 and 5/23/18 responses to Negotiating Questions; B&N's 7/3/18 e-mail to Nellie Nido; and the 8/21/18 BAFO responses submitted by the contractors.)

COMMISSION

| BARNES & NOBLE | FOLLETT |
|--|---|
| Commission as a Percent of Commissionable Sales <ul style="list-style-type: none"> 15.6% up to \$6.0M 17.1% from \$6.0M to \$10.0M 18.6% from \$10.0M to \$15.0M 20.1% over \$15.0M Commission as a Percent of First Day and eTextbook Sales <ul style="list-style-type: none"> 7.0% | Commission as a Percent of Commissionable Sales <ul style="list-style-type: none"> 12.5% up to \$1.25M 13.5% over \$1.25M Commission as a Percent of Digital Textbook Sales <ul style="list-style-type: none"> 7.0% |

MINIMUM ANNUAL GUARANTEE

| BARNES & NOBLE | FOLLETT |
|---|---|
| <ul style="list-style-type: none"> Year 1- \$250,000 Years 2-10- 95% of the Calculated Sales Commission of the immediately preceding year | <ul style="list-style-type: none"> N/A |

ANNUAL DONATIONS / GIVEAWAYS / PROMOTIONS

| BARNES & NOBLE | FOLLETT |
|---|---|
| <ul style="list-style-type: none"> \$5,000 annually toward marketing, merchandise donations, and giveaways | <ul style="list-style-type: none"> \$2,000 in annual in-kind donations to support various campus and student activity groups <p>(Note: This requires clarification as the in-kind donation amount listed on Page 105 of the Proposal is \$10,000 and the in-kind donation amount listed on the Financial Offer Form is \$2,000. However, Follett did <u>not include</u> the \$2,000 with its 8/21/18 BAFO response.)</p> |

ADDITIONAL FINANCIAL INCENTIVES

| BARNES & NOBLE | FOLLETT |
|---|--|
| <ul style="list-style-type: none"> N/A | <p>Textbook Scholarships</p> <ul style="list-style-type: none"> \$2,000 annually <p>One-Time Payment</p> <ul style="list-style-type: none"> \$10,000 within 180 days of successful implementation of the ConnectOnce integration |

FACILITY INVESTMENT (Depreciated on a straight-line basis over 10 years)

| BARNES & NOBLE | FOLLETT |
|---|---|
| <ul style="list-style-type: none"> \$700,000 | <ul style="list-style-type: none"> Up to \$400,000 |

TECHNOLOGY INVESTMENT

| BARNES & NOBLE | FOLLETT |
|--|--|
| <ul style="list-style-type: none"> Up to \$75,000 to install state-of-the-art operating systems | <ul style="list-style-type: none"> \$38,000 |

UTILITIES

| BARNES & NOBLE | FOLLETT |
|---|--|
| <ul style="list-style-type: none"> Requests a Utilities cap of \$10,000 per year | <ul style="list-style-type: none"> Agrees to incur costs for Utilities. (Note: This requires clarification as Page 103 of the Proposal states, "Follett will be responsible for long-distance telephone charges and will be responsible for the janitorial maintenance throughout the agreement. UCF shall provide and pay for all other utilities.") |

FINANCIAL AID

| BARNES & NOBLE | FOLLETT |
|---|---|
| <ul style="list-style-type: none"> Agrees to extend UCF and Valencia Students receiving financial credit up to \$600 per semester. Barnes & Noble will assume liability of any UCF and Valencia bad debt related to course materials sales purchased with financial aid funds up to \$10,000 annually. | <ul style="list-style-type: none"> Will extend UCF Students receiving financial aid a University approved amount for credit (currently \$600) for use in the store. Follett will be responsible for any bad debt related to the course materials sales purchased with financial aid funds. |

BAFO ANALYSIS- 9/4/18

| |
|--|
| SECTION 2: FINANCIAL ANALYSIS OF CAMPUS STORE PROPOSALS |
|--|

2A. METHODOLOGY

This Section provides a financial analysis of the two Proposals received in response to the ITN. The financial return under each Proposal is dependent upon the actual sales level attained, the commission rate, and the contractually agreed-upon definition of Commissionable Sales.

To compare the financial aspects of the Proposals, CBC examined the financial return based upon the average of the sales projections submitted by the two contractors for the upcoming five-year period.

AVERAGE SALES PROJECTIONS OF CONTRACTORS

| CONTRACTORS (Listed Alphabetically) | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|--|--------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Barnes & Noble | \$3,030,000 | \$2,929,000 | \$2,855,000 | \$2,784,000 | \$2,715,000 |
| Follett | \$2,240,200 | \$2,384,500 | \$2,552,600 | \$2,710,600 | \$2,829,100 |
| AVG. SALES PROJ. % Increase | \$2,635,100 - | \$2,656,750 0.82% | \$2,703,800 1.77% | \$2,747,300 1.61% | \$2,772,050 0.90% |

When estimating the financial return, the following information from the Proposals was used and the following assumptions were made:

1. **Commissionable Sales Projections.** For the purpose of this Analysis, the contractors' financial returns are based upon the following Commissionable Sales Projections:

COMMISSIONABLE SALES PROJECTIONS

| | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|
| Average Sales Projections | \$2,635,100 | \$2,656,750 | \$2,703,800 | \$2,747,300 | \$2,772,050 |
| Less: Commission-Exempt Sales | \$50,000 | \$60,000 | \$70,000 | \$80,000 | \$90,000 |
| Commissionable Sales | \$2,585,100 | \$2,596,750 | \$2,633,800 | \$2,667,300 | \$2,682,050 |
| Less: Digital CM Sales | \$100,000 | \$120,000 | \$140,000 | \$160,000 | \$180,000 |
| ADJUSTED COMM. SALES PROJECTIONS | \$2,485,100 | \$2,476,750 | \$2,493,800 | \$2,507,300 | \$2,502,050 |

For the purpose of this Analysis, CBC assumed Digital Course Materials Sales includes FirstDay/included sales. CBC estimated Digital Sales at \$100,000 in Year 1 and will increase \$20,000 per year thereafter.

2. **Commission-Exempt Sales.** "Commission-Exempt Sales" are sales that are deducted prior to computing the Commission due (i.e., discounted sales to authorized UCF/VC Departments, sales made at no margin, etc.). For the purpose of this Analysis, CBC estimated Commission-Exempt Sales to be \$50,000 in Year 1 and will increase \$10,000 each year thereafter. Commission-Exempt Sales will need further definition and negotiation.

BAFO ANALYSIS- 9/4/18

3. **Commission.** Based on ITN requirements and Proposals received, UCF/VC will receive the greater of either the Commission or the Minimum Annual Guarantee. Commissions for each contractor are as follows:

| CONTRACTOR | COMMISSION |
|----------------|--|
| Barnes & Noble | Commission as a Percent of Commissionable Sales <ul style="list-style-type: none"> 15.6% up to \$6.0M 17.1% from \$6.0M to \$10.0M 18.6% from \$10.0M to \$15.0M 20.1% over \$15.0M Commission on First Day and eTextbook Sales <ul style="list-style-type: none"> 7.0% |
| Follett | Commission as a Percent of all Commissionable Sales <ul style="list-style-type: none"> 12.5% up to \$1.25M 13.5% over \$1.25M Commission on Digital Textbook Sales <ul style="list-style-type: none"> 7.0% |

4. **Minimum Annual Guarantee.** Based on ITN requirements and Proposals received, UCF/VC will receive the greater of either the Commission or the Minimum Annual Guarantee. The Minimum Annual Guarantees for each contractor are as follows:

| CONTRACTOR | MINIMUM ANNUAL GUARANTEE |
|----------------|---|
| Barnes & Noble | <ul style="list-style-type: none"> Year 1- \$250,000 Years 2-10- 95% of the Calculated Sales Commission of the immediately preceding year |
| Follett | <ul style="list-style-type: none"> N/A |

5. **Annual Donations / Giveaways / Promotions.**

| CONTRACTOR | ANNUAL DONATIONS / GIVEAWAYS / PROMOTIONS |
|----------------|---|
| Barnes & Noble | <ul style="list-style-type: none"> \$5,000 annually toward marketing, merchandise donations and giveaways |
| Follett | <ul style="list-style-type: none"> \$2,000 annual in-kind donations to support various campus and student activity groups (Note: This requires clarification as the in-kind donation amount listed on Page 105 of the Proposal is \$10,000 and the in-kind donation amount listed on the Financial Offer Form is \$2,000. However, Follett did <u>not include</u> the \$2,000 with its 8/21/18 BAFO response.) |

BAFO ANALYSIS- 9/4/18**6. Additional Financial Incentives.**

| CONTRACTOR | ADDITIONAL FINANCIAL INCENTIVES |
|-------------------|--|
| Barnes & Noble | <ul style="list-style-type: none"> N/A |
| Follett | Textbook Scholarships <ul style="list-style-type: none"> \$2,000 annually One-Time Payment <ul style="list-style-type: none"> \$10,000 within 180 days of successful implementation of the ConnectOnce integration (to be depreciated over 10 years) |

7. **Facility Investment.** For the purpose of making a valid comparison between Proposals, it is assumed the 10-year depreciation schedule will begin in Year 1 of the Agreement. Per the ITN Requirement, facility depreciation will end no later than June 30, 2029.

| CONTRACTOR | FACILITY INVESTMENT |
|-------------------|---|
| Barnes & Noble | <ul style="list-style-type: none"> \$700,000 |
| Follett | <ul style="list-style-type: none"> \$400,000 |

BAFO ANALYSIS- 9/4/18**2B. FINANCIAL RETURN**

The projected Financial Return for each Proposal for the upcoming five-year period is as follows:

FINANCIAL RETURN: BARNES & NOBLE

| | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|-----------------------------|------------------|------------------|------------------|------------------|------------------|
| SALES | \$2,635,100 | \$2,656,750 | \$2,703,800 | \$2,747,300 | \$2,772,050 |
| Less: Comm. Exempt Sales | \$50,000 | \$60,000 | \$70,000 | \$80,000 | \$90,000 |
| Less: Digital CM Sales | \$100,000 | \$120,000 | \$140,000 | \$160,000 | \$180,000 |
| Adj. Commissionable Sales | \$2,485,100 | \$2,476,750 | \$2,493,800 | \$2,507,300 | \$2,502,050 |
| • Commission- Adj. C. Sales | \$387,676 | \$386,373 | \$389,033 | \$391,139 | \$390,320 |
| • Commission- Digital Sales | \$7,000 | \$8,400 | \$9,800 | \$11,200 | \$12,600 |
| • Total Commission | \$394,676 | \$394,773 | \$398,833 | \$402,339 | \$402,920 |
| • Facility Depreciation | \$70,000 | \$70,000 | \$70,000 | \$70,000 | \$70,000 |
| • Annual Donations | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 |
| • TOTAL | \$469,676 | \$469,773 | \$473,833 | \$477,339 | \$477,920 |
| • % OF SALES | 17.82% | 17.68% | 17.52% | 17.37% | 17.24% |

(Note: The Minimum Annual Guarantee of \$250,000 will not apply in Years 1-5.)

FINANCIAL RETURN: FOLLETT

| | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|-----------------------------|------------------|------------------|------------------|------------------|------------------|
| SALES | \$2,635,100 | \$2,656,750 | \$2,703,800 | \$2,747,300 | \$2,772,050 |
| Less: Comm. Exempt Sales | \$50,000 | \$60,000 | \$70,000 | \$80,000 | \$90,000 |
| Less: Digital CM Sales | \$100,000 | \$120,000 | \$140,000 | \$160,000 | \$180,000 |
| Adj. Commissionable Sales | \$2,485,100 | \$2,476,750 | \$2,493,800 | \$2,507,300 | \$2,502,050 |
| • Commission- Adj. C. Sales | \$322,986 | \$321,861 | \$324,163 | \$325,986 | \$325,277 |
| • Commission- Digital Sales | \$7,000 | \$8,400 | \$9,800 | \$11,200 | \$12,600 |
| • Total Commission | \$329,986 | \$330,261 | \$333,963 | \$337,186 | \$337,877 |
| • Facility Depreciation | \$40,000 | \$40,000 | \$40,000 | \$40,000 | \$40,000 |
| • Textbook Scholarships | \$2,000 | \$2,000 | \$2,000 | \$2,000 | \$2,000 |
| • Annual Donations | \$2,000 | \$2,000 | \$2,000 | \$2,000 | \$2,000 |
| • One-Time Payment Dep. | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 |
| • TOTAL | \$374,986 | \$375,261 | \$378,963 | \$382,186 | \$382,877 |
| • % OF SALES | 14.23% | 14.12% | 14.02% | 13.91% | 13.81% |

BAFO ANALYSIS- 9/4/18**2C. FIVE-YEAR FINANCIAL RETURN**

The following chart is a summary of the projected Five-Year Financial Return based upon the Proposals.

FIVE-YEAR FINANCIAL RETURN

| | FIVE-YEAR COMMISSION TO UCF/VC (commission) | FIVE-YEAR TOTAL FINANCIAL RETURN TO UCF/VC (commission, facility investment, textbook scholarships, annual donations, one-time payment) |
|-------------------------------|--|--|
| BARNES & NOBLE | \$1,993,540 | \$2,368,540 |
| FOLLETT | \$1,669,273 | \$1,894,273 |
| DIFFERENCE (Favorable to B&N) | \$324,267 | \$474,267 |

COMMENTS:

- Based upon the Average Sales Projections (of the Proposals), Barnes & Noble's offer generates the following:
 - Commission payments of \$1,993,540 over the five-year period.
 - Total financial return of \$2,368,540 over the five-year period. This includes commission, facility investment, and annual donations.
- Based upon the Average Sales Projections (of the Proposals), Follett's offer generates the following:
 - Commission payments of \$1,669,273 over the five-year period.
 - Total financial return of \$1,894,273 over the five-year period. This includes commission, facility investment, textbook scholarships, annual donations, and one-time payment.

ITEM: FF-2

**University of Central Florida
Board of Trustees**

SUBJECT: Puerto Rico Tuition Waiver Extension

DATE: September 27, 2018

PROPOSED BOARD ACTION

Recommend approval to extend granting in-state tuition rates for students from Puerto Rico and the Virgin Islands who were impacted by Hurricane Maria.

BACKGROUND INFORMATION

In response to Hurricane Maria in September 2017, the Board of Trustees voted unanimously to waive out-of-state fees and charge in-state tuition beginning in Spring 2018, through Spring 2019, for students from Puerto Rico and the Virgin Islands. It is being requested that this waiver be extended through Summer 2023 for students affected by the storm who meet one of the following criteria: are currently enrolled at UCF, are currently enrolled in a Florida state college, or are new students admitted in Spring 2019 to UCF or any Florida state college.

Students who meet the above criteria can continue to receive in-state tuition rates through Summer 2023 as long as they remain continuously enrolled.

Supporting documentation: None

Prepared by: Maribeth Ehasz, Vice President for Student Development and Enrollment Services

Submitted by: Maribeth Ehasz, Vice President for Student Development and Enrollment Services

ITEM: FF-3

**University of Central Florida
Board of Trustees**

SUBJECT: Capital Projects Approval Policy

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approve the attached policy requiring a written certification to be presented to the Finance and Facilities Committee and Board of Trustees as to the source of funds for any capital project exceeding \$2 million.

BACKGROUND INFORMATION

Effective September 6, 2018, as a condition for approval of all capital projects exceeding \$2 million, by the Finance and Facilities Committee and Board of Trustees, the University President, Vice President submitting the item, Chief Financial Officer, and General Counsel, must identify the source of funds for such project.

Supporting documentation: Attachment A: UCF Board of Trustees Policy for Capital Projects Funding Certification
Attachment B: Capital Projects Funding Certification Form

Prepared by: W. Scott Cole, Vice President and General Counsel

Submitted by: W. Scott Cole, Vice President and General Counsel

Attachment A

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES
POLICY**

Capital Projects Funding Certification

This Board policy requires that the attached Capital Projects Funding Certification Form be completed and signed by the University President, the Vice President submitting the item, the Chief Financial Officer, and the General Counsel for any capital project that exceeds \$2 million.

The University President or his designee will be responsible for the implementation of this Board policy.

POLICY STATEMENT

The Board of Trustees desires to establish a policy that all capital projects exceeding \$2 million have a signed certification form that identifies the amount and the source of funds for the project.

PROCEDURES:

For any capital project exceeding \$2 million, a written certification form must be completed and signed by the University President, the Vice President submitting the item, the Chief Financial Officer, and the General Counsel certifying that the project has been reviewed and the funding source is appropriate for the nature of the project.

INITIATING AUTHORITY

UCF Board of Trustees

History: New 9-2018.

Authority: BOG Regulation 1.001

Attachment B



Capital Projects Funding Certification Form

This form is required as a condition for approval by the Finance and Facilities Committee and the Board of Trustees.

Project name/description: _____

Funding source(s): _____

This is to certify that the above capital project which exceeds \$2 million has been reviewed and approved and the type of funding for the project is authorized by state law and Board of Governors Regulations.

President

Date

Vice President

Date

Chief Financial Officer

Date

General Counsel

Date

ITEM: FF-4

**University of Central Florida
Board of Trustees**

SUBJECT: Concessions Award

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approve the award to provide concession services at the CFE Arena and Venue for five years.

BACKGROUND INFORMATION

The current concessions food service contract at the CFE Arena and Venue expires upon the execution of a new agreement. A competitive procurement process (Invitation to Negotiate) was recently completed. This award will include capital dollars (provided by the awarded contractor) to improve concession spaces at the CFE Arena while also offering substantial revenue sharing through commissions. No UCF funds will be used for the facility improvements.

Supporting documentation: Attachment A: Invitation to Negotiate
Attachment B: Solicitation Summary
Attachment C: Scoring Summary

Prepared by: Ronnie Korosec, Associate Provost and Chief of Staff for Academic Affairs

Submitted by: Ronnie Korosec, Associate Provost and Chief of Staff for Academic Affairs

Attachment A

| | | | |
|---|---------------|--|---------------|
| SUBMIT OFFER TO: PROCUREMENT SERVICES DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA (407) 823-2661 BONFIRE PORTAL LINK https://ucfprocurement.bonfirehub.com/opportunities/8290 | | University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form | |
| Page 1 of 82 Pages | | OFFERS WILL BE OPENED June 8, 2018 @ 2:00 PM EST and may not be withdrawn within 180 days after such date and time. | ITN 1724 NCSA |
| UNIVERSITY ISSUING DATE: May 8, 2018 | | ITN TITLE: Concessions Food Services Management – UCF Convocation Corporation | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER | | | |
| VENDOR NAME | | REASON FOR NO OFFER | |
| VENDOR MAILING ADDRESS | | | |
| CITY - STATE - ZIP CODE | | POSTING OF PROPOSAL TABULATIONS Proposal tabulations with intended award(s) will be posted for review by interested parties at the Procurement Services Department and our solicitation web page and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings. | |
| AREA CODE | TELEPHONE NO. | | |
| | TOLL FREE NO. | | |
| | FAX NO. | | |

Government Classifications**Check all applicable**

- | | |
|--|---|
| <input type="checkbox"/> African American | <input type="checkbox"/> American Women |
| <input type="checkbox"/> Asian-Hawaiian | <input type="checkbox"/> Government Agency |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> MBE Federal |
| <input type="checkbox"/> Native American | <input type="checkbox"/> Non-Minority |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride |
| <input type="checkbox"/> Small Business Federal | <input type="checkbox"/> Small Business State |

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the vendor and that the vendor is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

GENERAL CONDITIONS

1. **SEALED OFFERS:** All offer sheets and this form must be executed and submitted as specified in Section 2.6. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.
2. **EXECUTION OF OFFERS:** Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor are to be initialed.
3. **NO OFFER SUBMITTED:** If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.
4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be negotiated and include all services rendered to the purchaser.
 - (a) **DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for offer evaluation purposes.
 - (b) **MISTAKES:** Offerers are expected to examine the conditions, scope of work, offer prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the offerer's risk.
 - (c) **INVOICING AND PAYMENT:** All vendors must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Vendors shall submit properly certified original invoices to:
 Finance & Accounting
 12424 Research Parkway, Suite 300
 Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

Final payment shall not be made until after the contract is complete unless the University has agreed otherwise.

Interest Penalties: Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

Vendor Ombudsman: A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.

**AUTHORIZED SIGNATURE
(MANUAL)**

**AUTHORIZED SIGNATURE
(TYPED), TITLE**

| |
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NOTE: To simplify the review process for the UCF Administration and the Facility Assessment Committee and to assist in making valid comparisons between the Proposals, the format for all Proposals should be consistent with the format outlined in Section 5, "Required Offer Format Submittal Requirements." In addition, the Financial Offer Form (Attachment A) must be completed and signed by an authorized company representative.

SECTION 1: INTRODUCTION

1.1 **Statement of Objective**

UCF has initiated this Invitation To Negotiate (ITN) process and is seeking an innovative and proactive partner to provide food services at Arena facilities (CFE Arena and The Venue), as defined in this ITN. Specifically, the Agreement will provide for the exclusive rights and obligations for Concessions Sales and the non-exclusive opportunity to provide Catering/Premium Services.

The University's goal is to create an innovative, state-of-the-art concessions program that will provide the following:

- **Focus on customer service, quality and affordability**
- **Enhanced revenue opportunities and increased market share**
- **Creative and innovative concepts that include local and national brands**
- **Facility Investment and a Commission structure commensurate to the University's stature**

Respondents are advised that the University intends to select the Concessionaire that the University determines is the most responsive and responsible, and will provide the highest quality products, efficient services and highest revenues, based on the criteria set out below.

This ITN consists of two parts: 1) Base contract for concession services to the general admission areas and 2) (OPTIONAL) Catering/Premium services. Respondents must bid on the Base contract to be considered for award. Catering/Premium services is OPTIONAL and will not be considered as a stand-alone offer.

The Successful Respondent, if any, shall operate the Concessions program on its own credit and shall furnish at its own expense all merchandise, labor, supplies, and services required to perform its duties and responsibilities as required by the University.

The Successful Respondent, if any, will enter into a contract with UCF that provides for the performance of all terms and conditions set forth in this ITN, unless UCF has agreed to accept or negotiate certain terms and conditions, as described in Section 2.3. Non-negotiable terms and conditions (as indicated on Appendix II) must always be performed by the Respondent.

1.2 **Contract Award**

UCF intends to award a contract resulting from this solicitation to the responsible and responsive Respondent(s) whose offer(s) represent(s) the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent's proposal, and all the terms and conditions found in any resulting contract. The Contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

- a. UCF may reject any or all offers if such action is in UCF's best interest.
- b. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, Respondent's offer being found to be

nonresponsive, incomplete, or irregular in any way, or when Respondent's offer is not in UCF's best interest.

- c. UCF may waive informalities and minor irregularities in offers received.
- d. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- e. UCF reserves the right to conduct negotiations with the Respondent(s) whose proposal may be deemed in the best interest of the university.
- f. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- g. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.
- h. UCF is not obligated to make an award under or as a result of this solicitation.

1.3 **UCF Environment / Background Information**

UCF BACKGROUND

The University of Central Florida, founded in 1963, is one of the largest universities in the nation. Located in Orlando, Florida, UCF and its 13 colleges provide opportunities to more than 64,000 students, offering 210 degree programs from UCF's main campus, hospitality campus, health sciences campus and its ten regional locations.

Additional information is available at http://www.ucf.edu/about_ucf

Athletics & Campus Life

Athletics

UCF is a member of the National Collegiate Athletic Association (NCAA) and the American Athletic Conference. For additional information regarding UCF Athletics please visit www.ucfknight.com.

UCF Knights earned American Athletic Conference football titles in 2013 and 2014, and was the youngest university to ever play in a BCS bowl game in 2014. The Knights' football program finished 2014, ranked No. 10 in The Associated Press Top 25. Additionally, beginning with FY17, UCF Knights football program will be hosting 7-home games a season.

Campus Life

UCF offers hundreds of social clubs and organizations, plus an array of academic resources to help students succeed in school and as alumni. From orientation to graduation, the UCF experience creates opportunities that last a lifetime.

On-campus and affiliated housing includes 11 communities and provides beds for approximately 12,000 students ranging from first-year to graduate students.

Enrollment

Enrollment figures for the past three fall semesters are as follows:

| | FALL '15 | FALL '16 | FALL '17 |
|------------------------|-----------------|-----------------|-----------------|
| Undergraduate | 54,527 | 55,773 | 56,972 |
| Graduate | 8,029 | 8,066 | 8,726 |
| Medical | 460 | 479 | 485 |
| Total Headcount | 63,016 | 64,318 | 66,183 |

Academic Calendar

UCF operates on Fall, Spring, and Summer semesters. The Academic Calendar can be viewed at <http://calendar.ucf.edu/>

Concessions Information
Number of Events

| FY13 | FY14 | FY15 | FY16 | FY17 |
|-------------|-------------|-------------|-------------|-------------|
| 356 | 335 | 386 | 359 | 379 |

Concerts averaged 52 per year (FY 14- FY16). The highest number of concerts was 69 in FY 15. The lowest number was 40 in FY16.

Attendance for Men's and Women's Basketball for the last three years.

| | 14-15 | 15-16 | 16-17 | 17-18 |
|--------------------|--------------|--------------|--------------|--------------|
| Men's Basketball | 1,725 | 2,325 | 2,800 | 2,223 |
| Women's Basketball | 271 | 284 | 608 | 558 |

Total Season Attendance

| | 14-15 | 15-16 | 16-17 | 17-18 |
|--------------------|--------------|--------------|--------------|--------------|
| Men's Basketball | 34,491 | 39,522 | 50,402 | 35,572 |
| Women's Basketball | 4,331 | 4,264 | 10,328 | 8,368 |

Men's and Women's Basketball are played in CFE Arena. Volleyball is played in The Venue. If other sports occur, they are one-offs and rare. Boxing, wrestling, weightlifting have been hosted in The Venue and boxing and a few MMA events have been hosted in the Arena.

UCFCC: Arena Total Turnstile Attendance

| FY13 | FY14 | FY15 | FY16 | FY17 |
|-------------|-------------|-------------|-------------|-------------|
| 409,985 | 443,118 | 416,214 | 479,644 | 450,650 |

Ticketed events (concerts, athletic events, shows) are generally 20%-30% of total turnstile attendance; however, non- ticketed events typically also offer concessions/ catering...such as trade shows, career fairs, religious conferences, First Robotics, graduations/ commencements, etc.

| |
|--------------------------------------|
| SECTION 2: GENERAL CONDITIONS |
|--------------------------------------|

2.1 Authorized UCF Representative / Public Notices / UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process shall be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing in the form of an Addendum. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

Nellie Nido
Associate Director Procurement Services
Department University of Central Florida
12479 Research Parkway, Bldg. 600
Orlando, FL 32826
e-mail: nellie.nido@ucf.edu
telephone: 407-823-2661
fax: 407-823-5551

Advance notice of public meetings regarding this ITN, if UCF determines at its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Procurement Services Department, 12479 Research Parkway and the Procurement Services Website. Additionally, any portion of a meeting at which a negotiation with a Respondent is conducted pursuant to a competitive solicitation at which a Respondent makes an oral presentation or at which a Respondent answers questions is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. This also includes any portion of a team meeting at which negotiation strategies are discussed. All such meetings shall be conducted in accordance with Chapter 286 of the Florida Statutes. UCF also reserves the right and sole discretion to REJECT any offer at any time on grounds that include, without limitation, either that an offer is nonresponsive to the ITN or is incomplete or irregular in any way, or that a responsive offer is not in UCF's best interest.

2.2 Approximate Calendar Of Events

Listed below are the dates and times by which stated actions should be taken or completed. If UCF determines, in its sole discretion, that it is necessary to change any of these dates and times, it may issue an Addendum to this ITN. All listed times are local time in Orlando, Florida. The approximate Calendar of Events is as follows:

| Action | Date/Time |
|---|---------------------|
| ITN Released | May 8, 2018 |
| Pre-Proposal Conference / Site Visit | May 16, 2018 |
| Respondent's Written Questions Due | May 23, 2018 |
| UCF Issues Responses to Written Questions | May 25, 2018 |
| Proposals Due | June 8, 2018 |
| Contract Commencement | October 1, 2018 |

2.3 Respondent Communications And / Or Inquiries

- a. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s) that identify the conditions or requirements questioned by the Respondent. The Respondent also is to provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2, entitled "Approximate Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.
- b. Any Respondent disagreeing with any negotiable terms and conditions set forth in this ITN is to indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- c. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer may be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.
- d. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.
- e. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **4:00 p.m. Eastern Time, May 23, 2018** set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent

who is submitting the inquiry. Questions directed to, or any responses received from any other department, person, agent, or representative of the university will be not be considered valid or binding. One hundred percent (100%) of the communication from Respondents pertaining to this ITN process must be solely with the UCF Procurement Services Department.

2.4 Pre-Proposal Conference And Site Visit

- a. The Pre-proposal conference and site visit is not mandatory but UCF strongly encourages all Respondents to attend.
- b. The non-mandatory Pre-Proposal Conference will be held on **May 16, 2018**. The Pre-Proposal Conference will include site visits to all Concessions locations.

The Pre-Proposal Conference will begin at **9:00 a.m.** at the following location:

**Procurement Services Department
Orlando Tech Center
12479 Research Parkway, Suite 600
Orlando FL 32826**

- c. If special accommodations are required in order to attend the Pre-Proposal Conference and/or the Proposal opening, please contact Nellie Nido three days prior to the meeting.

2.5 Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form, if any, will be posted on the Procurement Services Department Website. The Addenda Acknowledgment Form is to be signed by an authorized representative of the Respondent, dated and returned with the offer. All Respondents, including known interested Respondents, are solely responsible for checking the Procurement Services Department Website periodically to verify whether any such Addenda and forms were issued.

2.6 Offer / Proposal Opening Date

Proposals will be received and opened **June 8, 2018 @ 2:00 PM** EST via UCF's Bonfire Web Portal. For additional information, please refer to Appendix VI: Submissions Instructions for Suppliers. Respondent's response to this ITN shall be prepared in accordance with Section 5.0, "Required Offer Format". Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time.

2.7 Presentations

UCF reserves the right to require presentation(s) from any and all Respondents, in which they may be asked to provide information in addition to that provided in their proposals.

2.8 Evaluation Criteria And Selection Process

- a. UCF reserves the right to conduct negotiations if the Decision Maker, with the advice and consent of the Procurement Services Director, determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a Respondent is conducted pursuant to a competitive solicitation is exempt from s. 286.011

and s. 24(b), Art. I of the State Constitution. Discussions with Respondents after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.

- b. UCF reserves the right to conduct negotiations with the Respondent(s) whose proposal(s) may represent the best interest of the university. The following is a short overview of some of the decision makers' responsibilities during the solicitation and award process:
 - 1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of Respondents based on the points given each evaluation criteria contained herein;
 - 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 - 3. Ensure consistency among the solicitation requirements, notices to Respondents, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 - 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 - 5. Although not required, should consider the evaluation committee's evaluations in determining which Respondent(s) to enter into negotiations or award outright without negotiations; and
 - 6. Select the negotiation team if award is not made outright. This can be the evaluation team or any other individual(s) the Decision Maker deems necessary for the acquisition. The negotiation team will negotiate with those Respondent(s) determined by the Decision Maker to have submitted a proposal that may be beneficial to the university.
- c. All offers shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The University will appoint the evaluation committee members. Committee members, at the discretion of the University, shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A - Evaluation Of Responses

Evaluation Criteria For Base-Contract Award

| Section | Evaluation Criteria (Refer to Appendix I for criteria weight) |
|----------------|---|
| 5.1 | Arena: Commissions Structure; Facility Investment proposal; Technology Investment proposal |
| 5.2 | |
| 5.3 | |
| 5.4 | Branded Affiliations |
| 5.5 | Organizational & Staffing Plan |
| 5.6 | Training Programs |
| 5.7 | Customer Service & Quality Control |
| 5.8 | General Admissions Menu |
| 5.9 | Transition Plan |
| 5.10 | Financial Projections |
| 5.11 | Company History and Qualifications |
| 5.12 | Event Information Recaps and Reporting |
| 5.13 | Creative Design Concepts |
| 5.14 | Conformance to ITN Conditions |

Evaluation Criteria for Optional (Catering/Premium Services) Award

| Section | Evaluation Criteria (Refer to Appendix I for criteria weight) |
|----------------|--|
| 5.1 | Arena: Catering/Premium services proposal: Commissions Structure; Facility Investment proposal; Technology Investment proposal |
| 5.2 | |
| 5.3 | |
| 5.7 | Customer Service & Quality Control |
| 5.8 | Catering/Premium Menu |
| 5.9 | Transition Plan |

Each evaluation committee member must independently score, in writing, each offer on the form depicted in **APPENDIX I**. Each evaluation committee member is to enter comments, if any, regarding the offer and then sign the completed score forms and deliver them, in a sealed envelope, to the **Authorized UCF Representative identified in section 2.1.**, who will forward copies to the **Decision Maker**, or his/her designees. At the time of such delivery to the **Authorized UCF Representative**, the evaluation committee members shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

The **Decision Maker** shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the ITN, the offers, and committee members' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the respondent(s) whose proposal(s) may be beneficial to the university or cancel the ITN.

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist and advise the **Decision Maker** during his/her decision-making process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered.

UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

2.9 **Posting Of Recommended Selection**

An intent to award will be posted within a reasonable time after the Procurement Services Department receives the Decision Maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties in the Procurement Services Department and the Procurement Services Department Website and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- a. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- b. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
 1. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check or money order made payable to UCF.
 2. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10 **Offer Validity Period**

Any submitted offer, shall in its entirety, remain a valid offer for one hundred twenty (180) days after the offer submission date.

2.11 **Disposition Of Offers; Florida Public Records Law Compliance**

All offers become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any offer received in response to this solicitation. Any parts of the offer or any other material(s) submitted to UCF with the offer that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will only be exempted from the "open records" disclosure requirements of Chapter 119, Florida Statutes, if Florida law specifically recognizes these materials as exempt from disclosure. Thus, the mere designation as "confidential", "proprietary", or "trade secret" by a Respondent does not ensure that such materials will be exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the Respondent of those same records as "confidential", "proprietary", or

“trade secret.” The ultimate determination of whether a Respondent’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

2.12 **Economy Of Presentation**

Each offer shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the conditions and requirements of this ITN. Emphasis in each offer must be on completeness and clarity of content. To expedite the evaluation of offers, it is desired and beneficial to evaluators that Respondents follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Respondent in responding to this ITN including, without limitation, costs for oral presentations requested by UCF, if any.

2.13 **Restricted Discussions / Submissions**

From the date of issuance of the ITN until UCF takes final agency action, the Respondent shall not discuss the offer or communicate with any UCF employees, agents, representatives, Evaluation Committee members or representatives of UCF except as expressly requested by UCF in writing. Violation of this restriction may result in REJECTION of the Respondent’s offer.

2.14 **Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1 of this ITN shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are in writing and delivered on a timely basis, (i.e., not later than **May 23, 2018**), will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 **State Licensing Requirements**

To the extent applicable, Respondent shall have all appropriate licenses to conduct business in the State of Florida and Orange County at or prior to award of a contract resulting from this competitive solicitation; Respondent is to provide proof of such to UCF as a condition of award of a contract. If Respondent contemplates the use of subcontractors, the Respondent is responsible for ensuring that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes. For additional information, the Respondent should contact the Florida Secretary of State’s Office.

2.16 **Parking**

Respondent(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with the University’s Parking Services Department, and parking permits must be purchased by the Respondent. Respondent’s vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University’s parking rules and regulations could result in the issuance of a parking ticket

and/or towing at the expense of the Respondent or Respondent's employees. For additional parking information or information regarding parking fees/rates, contact the University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

2.17 **Definitions**

Academic Year - the period of the year during which students attend the University. The Academic Year falls within the university's fiscal year. The current Academic Year consists of three periods: the Fall semester, the Spring semester, and the Summer semester. The Academic Calendar can be viewed at <http://calendar.ucf.edu/2017/fall>

Addendum - Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the proposal documents by additions, deletions, corrections or clarifications.

And/Or - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.

"Bonfire" - The University of Central Florida Procurement Services uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Contract/Agreement - The formal bilateral agreement signed by a representative of the University and the Respondent which incorporates the requirements and conditions listed in this ITN and the Respondent's offer.

Concessionaire - The Successful Respondent (a.k.a. Contractor, Vendor) who is awarded the contract under this ITN.

Invitation to Negotiate - A written solicitation, for goods or services, where factors other than price are to be considered in the award determination. These factors may include such items as Respondent's experience, project plan, design features of the product(s) offered, etc. ITN is used when the specifications cannot be identified; the end result is explained and we want qualified companies to offer their solutions for consideration.

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

Minor Irregularities - Irregularities that have no adverse effect on UCF's interest will not affect the amount of the ITN and will not give a Respondent an advantage or benefit not enjoyed by another Respondent.

Must, Shall, Will - The words "shall," "must," or "will" are equivalent and indicate mandatory requirements or conditions.

Proposal - An executed offer submitted by a Respondent in response to an ITN and intended to be used as a basis for negotiations for a contract.

Purchase Order/Contract - The Purchase Order (PO) or other form or format, provided to the awarded Respondent(s), UCF uses to make a purchase under the contract term, which includes a formal written PO, electronic PO, Procurement Card (P-card), or any

other means authorized by Procurement Services and which incorporates the requirements and conditions listed in the ITN.

Renewal - Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew or the renewal is determined by UCF General Counsel to be in the best interest of the university.

Respondent/Offerer/Proposer - Anyone who submits a timely offer in response to this ITN or their duly authorized representative. These may be used interchangeably within the ITN.

Response - The entirety of the Respondent's submitted offer response to the ITN, including any and all supplemental information submitted.

Responsible Respondent - Respondent who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Respondent - Respondent who has submitted an offer that conforms in all material respects to the solicitation.

Sole Point of Contact - The Procurement Services department Representative or designee to whom Respondents shall address any questions regarding the solicitation or award process. The sole point of contact shall be the arbitrator of any dispute concerning performance of the Contract.

Successful Respondent/Concessionaire - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Concessionaire", "Contractor", "Offerer", and "Proposer"). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract and the term "contractor" shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

UCF'S Contract Administrator - The University's designated liaison will oversee the Concessionaire's performance. In this matter, UCF's Contract Administrator will be the UCF Convocation Corporation General Manager or his/her designee.

University - University of Central Florida

Definitions specific to this Concessions contract

"Accounting Period" shall refer to the Concessionaire's fiscal periods of which there must be twelve within each calendar year. Each fiscal period shall start on the first day of the respective month and end on the last day of the month.

"Agreement Year" shall refer to the period between August 1, 2017 and July 31, 2018, and every August 1st through July 31th for every year thereafter until the Agreement terminates.

“Alcoholic Beverages” shall refer to all alcoholic drinks, spirits, beers and wines, regardless of where they are provided, in what packaging or format, or to whom they are provided.

“Arena” refers to the CFE Arena and “The Venue“, and those events held in the Arena or Venue which include athletic events such as basketball and volleyball, and non-athletic events such as concerts and graduation ceremonies. The Arena is owned and managed by the UCF Convocation Corporation (UCFCC).

“Branded Products” shall refer to those Concessionaire items which are advertised, marketed and sold as part of a franchise or license agreement and with respect to which Concessionaire is required to pay royalty fees and/or shared marketing costs to the franchiser in consideration of the right to sell such items in the Facilities.

“Catering Sales” shall refer to any pre-arranged food and beverage function for a gathering of multiple customers, such as conferences, hospitality tents and team banquets, etc., where payment for the entire function rests with the University, or one party.

“Catering/Premium” shall refer to providing those first-class services and products provided to the “Clubs”, “Suites”, “Cabanas”, Loges, Luxury Boxes, and any other “Premium-seating areas”, and shall include the Catering of those premium spaces at the Bright House Stadium, CFE Arena, and any other such locations selling premium food and providing a higher quality/level of service.

“Commission” shall refer to the applicable percentage commission rate paid to the University based on Gross Receipts.

“Concession Sales” shall refer to all sales of food and beverage sold from permanent or portable concession stands or roving vendors to individual customers.

“Concessionaire” shall refer to that party selected by the University to provide the services set forth herein.

“Consigned Merchandise” shall refer to merchandise owned by a third party that the Concessionaire will be required to sell for concerts, family shows, etc.

“Direct Operating Costs” shall refer to the actual out-of-pocket costs of the Foodservice operation incurred at the Facilities by the Concessionaire. These costs include the actual expense of the product including corporate rebates, on-site payroll, payroll taxes, fringe benefits, depreciation and other operating expenses, such as repairs and maintenance, cleaning and office supplies. Direct Operating Costs do not include any corporate overhead or corporate administrative expenses.

“Equipment” shall refer to all furniture and machinery, except Smallwares and Leasehold Improvements, used for the receiving, storing, transportation, preparation, merchandising, selling and accounting of product. Equipment shall be not be affixed to the building except by electrical, plumbing, or gas connections.

“Event” shall refer to any public ticketed sporting, entertainment or other performance or activity at the Facilities.

“Facilities” shall refer to the following intercollegiate athletic venues at The University of Central Florida: Baseball Stadium, Bright House Networks Stadium, CFE Arena, and

any future venues the University may build or otherwise acquire during the term of the Agreement that the University wishes to be included as a part of this Agreement.

“Foodservices” shall refer to food and beverage sales and operations at the Facilities, whether Alcoholic Beverages, Branded Products, Concession Sales, and/or Vending Sales.

“Gross Receipts” shall refer to the total amount of money, gratuities, service and rental charges received or charged by the Concessionaire, any agent, any employee or any Subcontractor of the Concessionaire for all sales, cash or credit (whether collected or not), made as a result of the service rights granted under the Agreement, excluding only applicable sales taxes and subcontract percentage paid out to subcontractor, and those sales receipts from events that Concessionaire does “at cost” if requested by the University. No other deductions of any kind may be taken from Gross Receipts, including shortages, bad debts (unless credit was requested by the University), or credit card fees.

“Leasehold Improvements” shall refer to all Equipment, fixtures, furnishings, finishes and construction affixed to the building, by more than an electrical or gas connection.

“Merchandise” shall refer to all University of Central Florida non-edible souvenirs, novelties and publications, all of which are specifically excluded from the Agreement.

“Non-Event” shall refer to any private non-ticketed functions at the Facilities.

“PPI” shall mean the Producer Price Index for Food Manufacturing, Industry Code 311 (Series ID: PCU311---311---; Product: Food Mfg.; Base date 198412); not seasonally adjusted, published by the U.S. Department of Labor, Bureau of Statistics, per latest index (currently available on the following web site: <http://stats.bls.gov>).

“Pre-opening Expense” shall refer to the Direct Operating Costs incurred by the Concessionaire between execution of the Agreement and the first Accounting Period with Gross Receipts.

“Renter” shall refer to any person or entity that contracts with the University to use the Facilities for a specific event or events.

“Reserve Account” shall refer to Concessionaire’s allocation of 3% of Gross Receipts accrued each Accounting Period to be used for the repair, maintenance and replacement of Equipment with the mutual approval of the University and the Concessionaire. Any amounts remaining in the Reserve Fund at the end of the Agreement will be paid to the University. All equipment purchased with these funds is the property of the University. The purpose of the account is to ensure that an appropriate amount of funding is allocated each year for maintenance and repair of the University provided equipment and facilities.

“Smallwares” shall refer to the servicewares, utensils, crockery, glassware, dishware and cutlery used in the Concessionaire operation.

“Subcontractor Gross Sales” shall refer to the gross sales of subcontractors to individual customers.

“Subcontractor Income” shall refer to the commission income received by the Concessionaire from subcontractors.

“**Suite Sales**” shall refer to all food and beverage sales originating in hospitality boxes at UCF.

“**University Provided Equipment**” shall refer to foodservice equipment and furnishings (including cooking and food-serving/warming equipment, refrigeration, shelving units, work stations/ prep-tables and all other items listed in Appendix B) that are owned by the University and provided to Concessionaire for its use in the performance of this contract. The Concessionaire is required to maintain and repair all such equipment. The University retains ownership of this equipment.

2.18 **Procurement Rules**

- a. UCF has established for purposes of this ITN that the words “shall”, “must”, or “will” are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF’s sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- b. The words “should” or “may” are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF’s sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF’s sole discretion.
- c. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. **Failure to submit Appendix II with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF’s sole discretion.**
- d. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent’s errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF’s sole discretion.

2.19 **Force Majeure**

No default, delay or failure to perform on the part of UCF or the Concessionaire shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF’s reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay, or failure to perform due to causes beyond UCF’s or the Concessionaire’s reasonable control, any date or times by which UCF or the Concessionaire is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF or the Concessionaire.

2.20 **Indemnification And Insurance**

- a. Concessionaire shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, losses, actions, damages, suits, proceedings, judgments from claims, costs and expenses (including all costs for investigation and defense thereof, including but not limited to, court costs, paralegal and expert fees and reasonable attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing (i) by reason or on account of damage to, or destruction or loss of any property of the University, or injury to or death of any person resulting from or arising out of or in connection with the performance of this contract, or resulting from the acts or omissions of Concessionaire, its employees, its contractors, its invitees, its agents, or of others under Concessionaire's control and supervision, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by University's negligence or by the joint negligence of University and any person other than Concessionaire, its employees, its contractors, its invitees, its agents, or of others under Concessionaire's control and supervision, or (ii) arising out of or in connection with the Concessionaire to keep, observe or perform any of the covenants or agreements in this contract which are required to be kept, observed or performed by Concessionaire, or (iii) arising out of or in connection with any action by Concessionaire, its employees, its contractors, its invitees, its agents, or of others under Concessionaire's control and supervision. University agrees to give Concessionaire reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Concessionaire or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligation under this section, Concessionaire shall engage counsel reasonably acceptable to University. In any suit, action, proceeding, claim or demand brought in respect of which the University may peruse indemnity, the University shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the University unless (1) the Concessionaire and the University shall have mutually agreed to the contrary, (2) the Concessionaire has failed within a reasonable time to retain counsel reasonably satisfactory to the University, or (3) the University and the Concessionaire are both named parties in any such proceeding and, in the sole judgment of the University, representation of both the University and the Concessionaire by the same counsel would be inappropriate due to actual or potential differing interests between them. In the event of the above stated instances, Concessionaire shall be responsible for all of the legal fees and expenses. The indemnification provisions of this section shall survive the expiration or earlier termination of this contract with respect to any acts or omissions occurring during the term of the contract.
- b. If any part of a delivery to the University pursuant to this contract is protected by any patent, copyright, trademark, other intellectual property right or other right, Concessionaire also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
- c. Up to the amount expressly authorized by F.S. 768.28 and the Constitution of the State of Florida, UCF shall hold the Concessionaire, its officers, employees and agents harmless

from and indemnify each of them against any and all liabilities, actions damages, suits, proceedings and judgments from claims arising or resulting from the acts or omissions of University employees or the acts or omission of others under UCF's supervision and control while acting within the scope of their employment or agency.

- d. In any and all claims against the University, or the UCF Board of Trustees, or any of the University's officers, employees, agents and/or servants, by any employee of the Concessionaire, any subcontractor of Concessionaire, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Concessionaire under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Concessionaire or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.
- e. No provisions of this section herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the University may have as to any party or person described herein.

Insurance. All insurance shall be procured from companies authorized to do business in the State of Florida with a minimum A.M. Best rating of A, or equivalent acceptable to the University. Proof of coverage shall be provided by submitting to the University a certificate, or certificates, evidencing the existence thereof, or binders, shall be delivered within fifteen (15) days of the tentative award date of the Contract. In the event a binder is delivered it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University at least thirty (3) days prior to the expiration date of each expiring policy.

- a. **General Liability:** Concessionaire shall provide a Certificate of Insurance at the time of "notification of intent to award" the contract evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$1,000,000 (ONE MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Concessionaire will maintain said General Liability insurance in force and provide University with a Certificate of Insurance and endorsement naming the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.
- b. **Auto Liability:** Concessionaire shall provide a Certificate of Insurance at the time of notification of intent to award the Contract evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Concessionaire will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance naming the University Of Central Florida Board Of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.
- c. **Workers Compensation:** Concessionaire shall provide a Certificate of Insurance at the time of notification of intent to award the contract evidencing Workers Compensation coverage consistent with Florida Statute and Employers liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each

accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Concessionaire will maintain said Workers Compensation and Employer's Liability insurance in force and provide University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.

- d. **Certificates of Insurance:** The University Of Central Florida Board Of Trustees is to be named as Additional Insured on all Certificates issued. Concessionaire shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsement to the following address:

e-mail: ehs@ucf.edu

Fax: 407-823-0146

Mail: **University of Central Florida**
EHS Risk Management
PO Box 163500
Orlando, FL 32816-3500

- e. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Concessionaire in writing.
- f. UCF shall maintain Fire and Extended Coverage insurance on the Facility premises occupied by Concessionaire. In the event the premises is partially or totally destroyed by fire or otherwise, during the term of this contract, UCF shall, at its sole option, terminate this contract, repair the premises or rebuild the premise; and in the event of partial destruction which leaves the premises uninhabitable, or in the event of total destruction, this contract shall, at UCF's sole option, be terminated immediately or be extended for a period of time equal to the time from when the premises became uninhabitable until the premises again became habitable.
- g. Concessionaire, at its own expense, shall obtain and maintain property insurance to cover all personal property owned by it, and its stock, materials and supplies. Under no condition shall UCF be liable for the personal property, tangible or intangible, of the Concessionaire or its customers, employees or contractors that might be damaged or destroyed on the premises because of fire or other casualty.

2.21 **Term Of Contract**

The term ("Term") of the contract (to be prepared by the University and signed by the University and the selected contractor) will be for **Ten (10) years**, beginning on or about **October 1, 2018**. The University shall have the option to renew the contract for four (4) 5-year renewal terms by providing the Contractor with one hundred twenty (120) days written notice of intent to renew prior to the expiration of the Term or Renewal Term.

2.22 **Termination Of Contract**

- a. The Concessionaire shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of a Facility serving UCF. If the Concessionaire shall fail to fulfill or perform any material obligation of the Concessionaire under the contract (to be established upon

the University's selection of a contractor) and such failure shall continue for thirty (30) days following written notice (the "Default Notice") from the University to the Concessionaire informing the contractor of its failure to fulfill or perform said material obligation, then the University may terminate the contract by providing the contractor with written notice (the "Termination Notice").

- b. The University may terminate the contract immediately upon written notice to the Concessionaire if the Concessionaire becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the contractor, a receiver is appointed, or if any substantial part of the Concessionaire's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.
- c. In the event of cancellation, rent if applicable, shall be prorated until the effective date of cancellation and UCF shall refund to Concessionaire all rent then prepaid and unearned. When applicable, commissions shall be prorated until the effective date of cancellation and Concessionaire shall pay to UCF that portion of commission earned and unpaid.
- d. Should this contract be cancelled, upon the effective date of cancellation, neither party hereto shall have any liability, either for damages, additional rents, fees or other charges, or otherwise, to the other based upon this contract, except as to liabilities from incidents or circumstances which occurred, accrued, or existed prior to such cancellation. In the event of termination, refer to Section 4.23 regarding the reimbursement of any unamortized amount of Concessionaire's capital investment.

2.23 **Assignment And Amendment Of Contract**

Neither the contract resulting from this ITN, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of UCF. Any contract resulting from this ITN may be amended only in writing signed by the Respondent and UCF with the same degree of formality evidenced in the contract resulting from this ITN.

2.24 **Independent Parties**

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Respondent shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

2.25 **Performance Investigations**

As part of its evaluation process, UCF may make investigations to determine the ability of the Respondent to perform under this ITN. UCF reserves the right to REJECT any offer if the Respondent fails to satisfy UCF that it is properly qualified to carry out the obligations under this ITN.

2.26 **Records**

The Respondent agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to a contract resulting from this ITN. Such records

(including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under a resultant contract. The University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of a resultant contract, upon reasonable notice to the Respondent.

2.27 **Public Records**

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Respondent/Vendor/Payee/Offerer to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent/Vendor/Payee/Offerer in conjunction with a resultant contract.

2.28 **Public Records, Service Contracts, Compliance With Section 119.0701, F.S.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407) 823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that Respondent meets the definition of "Concessionaire" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Concessionaire must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

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

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Concessionaire of

the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If Concessionaire does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Concessionaire and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

2.29 Severability

If any provision of the contract resulting from this ITN, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

2.30 Notices

All notices and all other matters pertaining to the contract resulting from this ITN, if any, to a party shall be in writing, hand delivered, or sent by email (receipt acknowledged), registered or certified U.S. Mail, return receipt requested, and shall be deemed to have been duly given when actually received by the addressee at the address listed in section 2.1 of this ITN.

2.31 Governing Law And Venue

This ITN and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Respondent hereby agree that this ITN and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Orange County, Florida.

2.32 Liaison

UCF's liaison with the successful Respondent, if any, shall be the UCF Convocation Corporation General Manager and/or his/her designee.

2.33 Subcontracts

The Respondent is fully responsible for all work performed under the contract resulting from this ITN, if any. The Respondent may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. The subcontractors and the amount of the subcontract(s) shall be identified in the Respondent's response to this ITN. No subcontract(s), which the Respondent enters into under the

contract resulting from this ITN, if any, shall in any way relieve the Respondent of any responsibility for performance of its duties under such contract. Respondent is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Respondent.

2.34 **Employment Of UCF Personnel**

The Respondent shall not, without UCF's prior written consent, knowingly recruit for engagement, on a full time, part time, or other basis during the period of this ITN and any resulting contract, any individuals who are or have been UCF employees at any time during such period, except for UCF's regularly retired employees, or any adversely affected State employees.

2.35 **Conflicts Of Interest**

Acceptance of a contract resulting from this ITN shall certify that Concessionaire is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Concessionaire shall be grounds for cancellation of a contract resulting from this ITN.

2.36 **Equal Opportunity Statement**

The State of Florida and UCF subscribe to equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination and are committed to non-discrimination on the basis of race, creed, color, sex, age, national origin, religion, veteran or marital status, or disability. Respondent commits to the following:

- a. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- b. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- c. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX III**.
- d. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- e. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.

- f. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

2.37 **Waiver Of Rights And Breaches**

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this ITN, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but each and every term of such a contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in such a contract are cumulative and not exclusive of the remedies provided by law or in equity.

2.38 **Headings Not Controlling**

Headings used in any contract resulting from this ITN are for reference purposes only and shall not be considered to be a substantive part of such contract.

2.39 **Employee Involvement / Covenant Against Contingent Fees**

In accordance with Section 112.3185, Florida Statutes, the Respondent hereby certifies that, to the best of its knowledge and belief, no individual employed by the Respondent or subcontracted by the Respondent has an immediate relationship to any employee of UCF who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this ITN or goods or services thereunder. Violation of this section by Respondent shall be grounds for cancellation of such contract. The Respondent also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this ITN or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any substantial consideration bargained for, excepting that which is provided to the Respondent's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the State to be maintained by the Respondent for the purpose of securing business for Respondent. In the event of the Respondent's breach or violation of this warranty, UCF shall, subject to Respondent's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this ITN without liability, to deduct from the charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.40 **Employment Of Aliens**

Respondent's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Respondent knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of a contract resulting from this ITN by the University.

2.41 **Site Rules And Regulations**

Respondent shall use its best efforts to assure that its employees and agents, while on UCF's premises, shall comply with the State's and UCF's site rules and regulations, if any.

2.42 **Travel Expenses**

Respondent shall not under this ITN or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Respondent may be authorized to incur travel expenses payable by UCF to the extent and means provided by Section 112.061, Florida Statutes, and applicable UCF policies. Any expenses in excess of the prescribed amounts shall be borne by the Respondent.

2.43 **Annual Appropriations**

The University's performance and obligations under a contract resulting from this ITN are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

2.44 **Taxes**

The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes. The Respondent shall be responsible to pay any such taxes imposed on taxable activities/services under the contract, if any, resulting from this ITN.

2.45 **Contractual Precedence**

The contract that results from this ITN, if any, and any attachments and/or addenda that are executed by the University's duly authorized signatory constitutes the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to UCF's Invitation To Negotiate ("ITN") including all the University's ITN specifications, and the Respondent's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

- i. The Agreement/Contract;
- ii. University's ITN and ITN specifications;
- iii. Respondent's ITN response; and
- iv. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

2.46 **Use Of Contract By Other Governmental Agencies**

At the option of the Respondent, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the Respondent to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award.

2.47 **Public Entity Crimes**

A person or affiliate who has been placed on Florida's convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded, or perform work as a contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.48 **Work For Hire**

Any work specifically created for the University under a contract resulting from this ITN by the Concessionaire or anyone working on behalf of the Concessionaire (the term Concessionaire shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Concessionaire who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University.

The University shall own all right, title and interest in the Materials. The Concessionaire agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Concessionaire bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Concessionaire's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Concessionaire's services hereunder, the Concessionaire must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Concessionaire hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Concessionaire is free and has full right to enter into this contract and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

The Concessionaire agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Concessionaire, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Concessionaire's contracts or representations and warranties herein.

2.49 **Export Control**

The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of a contract resulting from this ITN. The parties agree that no technology, related data or information will be exchanged or disseminated under such a contract nor any collaboration conducted pursuant to such a contract, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations.

The Parties agree that the Concessionaire will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of a contract resulting from this ITN will be in the exclusive possession of the Concessionaire and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of such a contract.

If the Concessionaire wishes to disclose export controlled technology or technical data to the University, the Concessionaire will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Concessionaire sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate a contract resulting from this ITN. The Concessionaire understands and agrees that to the extent the Concessionaire's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

2.50 **Nonnegotiable Conditions And Requirements**

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with ****non-negotiable****. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix II with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF's sole discretion.

2.51 **Additional Quantities**

Not applicable

2.52 **Family Educational Rights And Privacy Act**

Licensor (Concessionaire) acknowledges that Licensee (UCF) has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA"), and further acknowledges that as a contractor to whom Licensee has outsourced certain institutional services or functions:

- a. Confidential information about Licensee's students is contained in records provided to and maintained by Licensor, and Licensor will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
- b. Licensor is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
- c. Licensor is under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
- d. Licensor is subject to all FERPA requirements governing the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR § 99.33(a);
- e. Even in circumstances that might justify an exception under FERPA, Licensor may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
- f. Licensor will not use any personally identifiable information acquired from Licensee for any purpose other than performing the services or function that are the subject of this contract.

2.53 **Smoke Free Policy**

The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.

SECTION 3: CONCESSIONS PROGRAM INFORMATION

3.1 Facilities / Locations

3.1.1 **The CFE Arena and The Venue** (herein referred to as the “Arena”) is located at Knights Plaza. www.knightsplaza.com

- a. **The CFE Arena** is a 252,000 square foot multipurpose, air conditioned facility that opened in September 2007. This state-of-the-art facility houses a 17,000 square feet of exhibition space which can be used for various sports such as basketball, volleyball, wrestling, boxing, gymnastics and weightlifting. The Arena facility can also be transformed for concerts and banquets or as a convention /trade show event. Suites, meeting rooms, locker/dressing rooms, training room, and seven concession stands are also housed in the facility.
 - The CFE Arena, can be configured to support a maximum of approximately 10,000 general-admission seats (7,000 lower, 3,000 upper). The Arena has 7 Permanent Concessions Stands. One stand has shared space with caterer as service bar.
 - The facility features 16 luxury boxes/suites @ up to 20 seats each, 64 loge seats, 2 loge lounges, and a club lounge that accesses 504 club seats.
- b. **The Venue** adjoins the Arena, and is an 87,000 square foot multipurpose, air-conditioned facility that opened in August 1991. This facility houses 31,000 feet of exhibition space which can be utilized as basketball courts or adapted for various sports such as volleyball, mixed martial arts, boxing, gymnastics, and weightlifting. The Venue facility can also be transformed for concerts and banquets or for convention/trade show events.
 - The Venue, can be configured to support a maximum of approximately 2,000 general-admission seats
 - 2 Permanent Concessions Stands.

3.2 Revenue

| Concessions Sales Revenue | FY13 | FY14 | FY15 | FY16 | FY17 |
|--|---------|-----------|-----------|-------------|-----------|
| Arena Concerts, Graduations, and athletic events held in Arena | 539,430 | \$800,987 | \$460,000 | \$1,025,752 | \$689,523 |
| Arena (Catering/Premium)* | 282,697 | \$387,220 | \$294,520 | \$399,330 | \$466,090 |

* Loge, club and courtside seating have access to buffet in VIP club for 16 home men's basketball games only. Average attendance last 3 years estimated at 500 per game.

3.3 **Alcoholic Beverage Permit/License:** The current Concessionaire, Spectra Food Services and Hospitality, holds a liquor permit for the CFE Arena Concessions areas only.

- 3.4 **Menu and Prices:** The FY17 menus and pricing for General-Admissions and Catering/premium, food and beverages are listed in Attachment B.
- 3.5 **Catering/premium services:** Current Food and beverage offerings at the locations identified herein as “Catering/premium”, “Clubs”, Loges, “Cabanas”, and “Suites” are served from the “Catering/premium Menu”. The flowing list identifies the premium services currently provided at each location:

CFE Arena:

a. **Clubs/Suites/Loge:**

- Buffet food is inclusive for men’s basketball games only - available to loge, club seats and courtside seating. All other events are “A la carte” and pay as you go.
- Full liquor in club, and concourse cash bars.
- Beer and wine at concession stands.
- In seat service at loges and suites, not in club seats. Club seat users must go into club to order.
- China and silverware for catering and club food service, except beverage containers. All beverages must be transferred to plastic cups.
- Suite Attendants and Service Bar located on each premium level.

In premium areas where it is denoted as food and beverage “for purchase”, it is desired that the Concessionaire work with manager to provide an all-inclusive option for patrons

SECTION 4: CONCESSIONS PROGRAM REQUIREMENTS

- 4.1 **Operations:** Concessionaire shall at all times comply with all applicable laws, rules, regulations and orders of the Federal Government, the State of Florida, the County of Orange, and the City of Orlando and also shall abide by all rules, regulations and directives prescribed by the University.
- a. **Concessionaire's Duties/Responsibilities:** The Concessionaire shall operate the Concessions program on its own credit and shall furnish at its own expense, all merchandise, all equipment that is needed (which is not provided by University and listed herein in Attachment B), labor, supplies, and services required to perform its duties and responsibilities as required by the University. Concessionaire shall conduct all of their operations in a first class, professional, businesslike, and efficient manner consistent with a premier University.
- b. **Arena Organization:** The Concessionaire will work directly with the UCF Convocation Corporation (UCFCC) manager(s), or its designee responsible for overseeing the events at the Arena (i.e. concerts, graduations, etc.) to jointly determine the appropriate staffing levels and participate in other quality-of-service decisions to ensure a continuous high level of service, quality, and customer satisfaction.
- For non-athletic events at the Arena (i.e. concerts, graduation ceremonies, etc.), the food and beverage prices may be set differently from that of the "athletic event" pricing and will be determined by mutual agreement between Concessionaire and UCFCC.
 - UCFCC, at their discretion, can have Concessionaire run "Promotions" at the Arena which can temporarily reduce food/beverage prices, change menu items, and/or serving sizes, in accordance with the terms described in Section 4.24.
- c. **Catering:** If the catering option is awarded, Concessionaire acknowledges that at the University's discretion, Concessionaire may be directed to subcontract some catering services to a third-party caterer of UCF's choosing. **In this event the Concessionaire will subcontract with the third-party caterer** who must then adhere to all contract requirements herein and Concessionaire's policies and requirements for a subcontractor agreement. The potential use of these "third party caterers" would only be used to ensure that Concessionaire and University interests are best served. UCF agrees to not use "third party caterers" excessively.
- Catering is exclusive to Concessionaire (and Concessionaire's catering subs) for all ticketed events within the ticketed boundaries of the facilities mentioned herein.
 - Catering is non-exclusive for non-ticketed (private/rental) events.
- d. **Excluded Areas:**
The following areas are excluded from this Agreement: the parking lots of the facilities, the locker rooms, operations areas, backstage, performer, employee and athletic dressing rooms.

4.2 Products and Services.

- a. All foods, drinks, beverages, confectionery, refreshments, and the like sold or kept for sale, shall be of first quality, wholesome, and pure and shall conform in all respects to the federal, state, municipal, and University food and other laws, ordinances, and regulations. No imitation, adulterated, or misbranded article shall be sold or kept for sale, and all product kept on hand shall be stored and handled with due regard for sanitation. Leftover perishable product shall not be sold at any time.
- b. Concessionaire shall annually survey pricing at comparable venues and provide results to the University.
- c. All products kept for sale shall be subject to inspection and approved by the University. Rejected product shall be immediately removed from the Facilities and shall not be returned for sale.
- d. It is the intent of the University to utilize local and Branded Products and serving items, whenever it is in the best interest of the University. It is also expected that the Concessionaire will deliver nationally recognized branded products for consideration by University.
- e. No off-site or sub-contracted sales are permitted from the Facilities unless approved by the University
- f. Concessionaire is encouraged to work with local not-for-profit organizations, such as food banks to reduce product waste. The University requires the Concessionaire to identify local products and vendors to utilize throughout the Facilities, whenever appropriate.
- g. At no time will Concessionaire offer an exclusive to any supplier without the prior written approval of the University.
- h. The University shall decide any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation of the terms and conditions of this ITN, and all questions as to the acceptable fulfillment of the Agreement.
- i. The Concessionaire will be required to provide or modify operations upon the request of any "Renter", when it has been approved by the University, as in the best interest of the University or is necessary to comply with the terms of the contract between the University and said Renter, provided that none of Concessionaire's equipment is utilized when Concessionaire is excluded from selling.

4.2.2 Catering/Premium Services (Menus and Services)

Catering/Premium level services are utilized for catering and food/beverage services at the University's Clubs, Suites, Lounges, and other areas considered as "Premium-Seating". Premium level services provide a higher level of service and food, over what is typically provided or expected for General Seating. "Premium level services include, but are not limited to:

- a) Higher ratio of Staff (servers) to Customers (i.e. faster service)

- b) Higher quality foods and/or larger portions
- c) Higher quality plates/cutlery, etc. (China or premium disposables)
- d) More menu choices
- e) More serving choices such as “all inclusive”, buffet style, a la-carte, in-seat service, etc.

Concessionaire shall provide, with its catering proposal, a “Catering/premium Menu” of which consists of menu items that are a “high quality food/products” which would be readily apparent to the customer. Services shall not be diminished without approval from the University.

4.3 Alcoholic Beverages

- a. The Concessionaire must be eligible and willing to be a liquor permit holder for those facilities that sell Alcoholic Beverages. All filing fees in connection with transferring the current liquor permits to the Concessionaire shall be paid by the Concessionaire.
- b. No alcohol is currently sold from Concession Stands at any of the athletic events. Alcohol is sold in the Premium Areas at athletic events and at the CFE Arena for non-athletic events, such as concerts, Alcohol may also be served for catered events.
- c. Alcoholic Beverages are to be offered for sale by the Concessionaire to the extent permitted by applicable state and local laws, and subject to all state and local laws and university policies regarding the sale and consumption of alcohol. The final decision, as to whether or not Alcoholic Beverages may be sold at an event, or in any designated area of the Facilities, shall be the sole responsibility of the University. The decision to serve or refuse service of Alcoholic Beverages to any individual shall be the sole responsibility of the Concessionaire.
- d. The Concessionaire is responsible for the lawful administration of any and all state alcohol enforcement policies and must comply with the University’s alcohol policy.
- e. The Concessionaire must procure and keep in force during the entire period of the contract all permits and licenses required, including Alcoholic Beverage Licenses, by all laws and regulations of the State of Florida, County of Orange, and City of Orlando.
- f. The concessionaire to propose separate commission rates for alcohol sales and food /non-alcoholic beverage sales.

4.4 Advertising - Marketing

Concessionaire covenants and agrees not to promote in any way the use of its services which might be construed in any way that UCF is endorsing such without prior University approval.

Marketing of the services is of extreme importance. Marketing strategies must be directed to increase visibility, ownership, and patronage loyalty.

- a. Respondent shall indicate how they intend to develop and promote their marketing plan for the concession service agreement. The plan shall incorporate latest technology for sales, facility design and promote visibility, ownership, patronage loyalty, and return customers.

- b. Respondent shall indicate strategies to highlight and focus on new products.
- c. Plan shall address usage of pamphlets, posters, and specialized promotions.
- d. Respondent shall indicate the strategy for customer development and retention.

Sharing of knowledge: University reserves the right to use any suggestions, comments, ideas, or insight that is provided by Respondents to University. This input may include, but is not limited to, walk-through, proposals, or general discussions. The successful proposal will also be asked to contribute input for successful marketing ideas. This may include but is not limited to placement of stands, marketing of products, sharing of knowledge from prior situations, possible promotions suggestions, advertisement suggestions, or business practices.

4.5 **Exclusive Use Agreements.**

The University of Central Florida has entered into agreements whereby exclusive rights to sell, market, promote, and/or provide specific services, merchandise, classes of products, and the licensing of University indicia/trademarks, have been granted to University partners. It is the responsibility of Concessionaire to be aware of, and comply with, all University exclusivity agreements. Any penalties or fines levied on, or loss of revenue to, the University resulting from Concessionaire's negligent or willful noncompliance shall be borne entirely by Concessionaire. These exclusivity agreements include, but are not limited to:

- a. **Coca-Cola Exclusive.** The University of Central Florida has entered into an agreement designating Coca-Cola as the exclusive fountain syrup company on campus. The following are excerpts from the University's Coca-Cola Agreement and shall be observed by Concessionaire:
- b. **Exclusive Beverage Availability Rights.** Coca-Cola ("Company Beverages") will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus in all package forms, through fountain dispensing, coolers, kiosks, hawking, and vending, as well as through any other means agreed upon by Coca-Cola and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus. At a minimum, Company Beverages shall be widely available for purchase by consumers on Campus, and will be sold and/or served as part of all meal plans provided to University students and/or others on the Campus.
- c. **Permitted Exceptions.**
 - (i) Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products ("Permitted Exceptions") on Campus:
 - Fresh milk;
 - Hot tea and hot coffee freshly brewed on premise;
 - Milkshakes and smoothies made on the premises from fresh ingredients; and

- Chick-fil-A 's signature lemonade
- (ii) Protein Powder may be served or dispensed to student athletes in locker rooms and training facilities on Campus, but will not be sold anywhere on Campus. Use of protein powder is permissible to be blended into drinks/smoothies (made fresh on premises) sold as part of a retail operation at approved Campus Vendors. There will be no advertising of any kind for protein powder.
 - (iii) Permitted Exceptions, to the extent served or sold in cups, shall not be served or sold in Approved Cups.
 - (iv) University may display trademarks for Permitted Exceptions on menus, menu-boards, dispensing equipment, coolers and vessels to indicate availability, but no Permitted Exceptions (including Muscle Milk) will be marketed, advertised, promoted, or sampled on Campus, or otherwise in connection with the University, the Campus, the University Teams or the University Marks.
 - (v) Coca-Cola acknowledges that a natural food retail outlet or equivalent located on Campus serves various Beverages. University will mandate to the outlet or equivalent concept that no PepsiCo Beverages should be sold, served, dispensed or sampled at the concept outlet or equivalent located on Campus.
- d. **Beverage Purchase Requirement.** University and its third party food and beverage concessionaires ("Concessionaires") will purchase from Bottler their entire requirement for Beverages and Approved Cups, lids and carbon dioxide on Campus except for Simply Orange brand products and Odwalla brand products, which may be delivered directly by Company and/or its distribution partners. To the extent University has a Concessionaire operating its facilities on Campus and that Concessionaire has an agreement with Company that describes the terms for Beverage pricing, then Concessionaire will purchase all such Company Beverages in accordance with Company's existing agreement with University's Concessionaire. To the extent University has a Concessionaire operating its facilities on Campus and that Concessionaire does not have an agreement with Company, then University and Sponsor shall negotiate pricing for Company Beverages at such time.
 - e. Except as set forth with respect to the Permitted Exceptions and Special Promotional Events, no signage, advertising, or trademark visibility for any Competitive Products will be displayed or permitted anywhere on Campus. No Competitive Products will be associated, directly or indirectly, with University, the Campus, the University Teams, the University Athletic Director, or the University Marks, on or off-Campus, whether through advertising, promotions or otherwise. University will take all steps necessary or appropriate to stop third parties from associating Competitive Products with University.
 - f. All Concessionaires with Beverage operations on Campus will comply with all applicable provisions of the Coca-Cola Agreement, including purchasing their entire requirements for Beverages, cups, lids, and CO 2 from Bottler (except as otherwise permitted under ("Permitted Exceptions") and using Approved Cups.
 - g. The University has sole discretion to enter into exclusive contracts.
 - h. The University shall retain the rights for any sponsorship of beverage cups or other materials used in the delivery of Foodservices. The University shall specify the design for souvenir beverage cups and Concessionaire will be responsible for all costs for the manufacture and acquisition of the cups from a licensed manufacturer.

- i. **The University or its designee may sell sponsorship packages for the Facilities.** Therefore, the University reserves the final right of approval of Concessionaire's sources of product supply. The University expects Concessionaire will use the sponsored product when such product is on the current menu. The Concessionaire, however, will not be required to purchase from suppliers whose level of quality, service, and/or prices, are not competitive with the marketplace. Concessionaire retains no advertising or sponsorship rights in this Agreement. Current sponsorship items are:

- Coca Cola

- j. In the event that the University shall seek to bring major NCAA or other similar national or international events, Concessionaire will make such modifications to the Agreement that are required for the University to obtain any such event

4.6 Basic Utilities

Unless stated otherwise herein, the following Utilities and Services (herein referred to as "Utilities") are provided to Concessionaire at no additional cost:

- Trash removal (Non-hazardous trash pickup from a collection points designated by the University);
- Heating, Ventilation, and Air Conditioning (HVAC);
- Electric (Lighting and convenience);
- Water (potable & waste);
- Gas (cooking)

4.7 Additional Utilities

Telephone, Television (cable/satellite), Internet access, connection to UCF's fiber/Ethernet/network, and any other service or utility not listed above as included in the basic Utilities, are at additional cost and will be the responsibility of the Concessionaire. These services are available from the University's Computer Services and Telecommunications (CS&T) department. Pricing for these services can be viewed here: <http://www.cst.ucf.edu/service-catalog/cst-telecommunications/>

4.8 Environmental/Sustainability Practices

The contractor shall utilize environmentally friendly practices in its operation of the Facility and shall abide by all University environmental/sustainability practices.

4.9 Licensing, Permits, Taxes

The Concessionaire shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law. The Concessionaire shall pay for any and all taxes and assessments attributable to the operation of the facility provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes. Also note that Concessionaire shall also pay to the University the sales tax related to commission payments made to the

University. Concessionaire shall collect and promptly disburse all taxes required by federal, state and local authorities, and shall pay any applicable taxes relating to Concessionaire sales, operations, equipment, or inventory, as a Direct Operating Cost.

4.10 Sanitation and Food Safety

- a. Concessionaire shall dispose of cooking grease, oils or fats using a rendering company or other University approved method of disposal, at Contractors sole cost.
- b. The Concessionaire shall provide all major cleaning/janitorial functions along with requisite sanitation services for dedicated food service areas. These facilities will include, but not be limited to, production and serving areas, snack bars, refrigerators, freezers, receiving and storage, trash and garbage, employee locker and rest rooms, offices, hallways, stairs, and related spaces used by the Concessionaire.
- c. The Concessionaire shall ensure that all employees are trained in the highest standards of sanitation and safety and supervised in a "clean as you go" policy that will result in a clean and orderly facility at all times.
- d. The Concessionaire shall develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean, neat, and sanitary appearance. Sanitation must meet the standards of the Florida Department of Business and Professional Regulation (DBPR), Department of Health (DOH), and the University.

4.11 Concessionaire Obligations

- a. Concessionaire's Obligations. The contractor shall provide the following as part of its management and operation of the concessions stands:
 - Vehicles. The contractor shall provide its own Vehicle(s) as necessary (if any).
 - Emergency Key(s). The facility owners (i.e. Stadium/Arena/etc.) shall retain an emergency access key for all spaces Concessionaire occupies.
 - Internal Security. The contractor shall collaborate with UCF's Police Department and the University Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the concession stands. The University expects the Concessionaire's first point of contact with regard to security and safety issues for the concessions areas shall UCF's Police Department.
 - All cash management including equipment will be provided by the Concessionaire.
- b. Concessionaire acknowledges and accepts that the Concessionaire's office and concessions stands are received "As-is", except for any repairs, alterations, modifications or restoration work specifically identified in the Concessionaire's proposal or resulting from this ITN, and approved by the University.
- c. Concessionaire shall not remove or modify any fixtures or furnishings affixed to the building, and shall not perform any construction, remodeling, modification, or alteration of the premises without prior written approval of the University. In the event approval is granted, all such removals or modifications will be at the expense of the Concessionaire and further all damages to the building caused by said removal or modification will be

repaired at the expense of the Concessionaire. Such work will be performed under the supervision of University and completed to its reasonable satisfaction.

- d. The location of all Concessionaire areas, whether temporary, portable or permanent shall be designated by the University. The Concessionaire shall acquire no right to any location once assigned and the University reserves the right to require the Concessionaire to move such operations and Equipment to facilitate the needs of events.
- e. Concessionaire shall maintain and repair the premises in good clean order, condition and repair. Concessionaire is responsible for the total cost of maintenance and repair of the following items:
 - 1. Cleaning of floors, fixtures, equipment, etc., and other typical custodial services.
 - 2. Concessionaire shall sanitize and maintain all interior located grease traps within the foodservice areas, if any, on a regularly scheduled basis and as needed. The University will provide the maintenance and cleaning of exterior located grease traps, if any.
 - 3. Maintenance and Repair of that concessions equipment (food preparation, refrigeration, and cooking/heating equipment) whether owned by Concessionaire, or owned by the University and provided to Concessionaire for use in the performance of this contract;
 - 4. Trash removal. The Concessionaire shall be required to participate in the University's recycling program. The Concessionaire will be responsible for breakdown and recycling of all cardboard boxes. The Concessionaire shall remove all trash and recyclable materials and place them in the proper UCF trash bins/dumpsters and recycling containers.
 - 5. Concessionaire owned and installed computers, POS equipment and related systems/equipment located within its space.
 - 6. Concessionaire must provide janitorial service and adequate pest control from a pest control contractor licensed by the state and approved by the University, for each assigned area. The University may provide this service for Concessionaire, in its discretion, and charge the cost to Concessionaire.
- f. Concessionaire must, in accordance with all applicable laws, ordinances, rules, and regulations, maintain and keep clean, as a Direct Operating Cost, all assigned areas of the facilities, including the space within a 25 foot radius of each area, including, but not limited to, kitchens, concession stands, bars, buffets, pantries, condiment stands, storage and prep areas in a clean, sanitary, and orderly fashion.
- g. Prior to the start of the Agreement, the University will provide its inventory of "Foodservice Equipment" to Concessionaire "As-Is". See Attachment B. Concessionaire may utilize this equipment in the performance of this contract or may reject the use/acceptance of the equipment. If Concessionaire rejects acceptance of any equipment then that equipment will be abandoned in place, or removed by Concessionaire at its expense and relocated to an area of University's choosing. Any University provided equipment that Concessionaire chooses to accept and use, shall then become the Concessionaire's responsibility to maintain and repair. All equipment provided by University for Concessionaire's use shall remain the property of University and shall be returned to University at the end of the contract term in the same or better, condition (normal wear accepted) as when it was received.

- h. Concessionaire shall pay for all preventative maintenance plans for all Foodservice Equipment as a Direct Operating Cost.
- i. Concessionaire shall maintain University-approved par levels of all Equipment, Leasehold Improvements, Uniforms and Smallwares.
- j. The Concessionaire shall set up Equipment and Smallwares for all Concessionaire events. Concessionaire shall be responsible for setting up and tearing down all portable Equipment, including work tables, if any.
- k. Concessionaire shall maintain all Equipment, Leasehold Improvements, uniforms and Smallwares used in performance of its duties, including rolling stock, in a good state of repair, including maintenance or repair necessitated by ordinary wear and tear.
- l. Should replacement of University provided equipment be necessary as determined by the mutual agreement of University and Concessionaire, the replacement cost will come from the Reserve Account. If the Reserve Account does have sufficient funds to pay for the equipment replacement, the University shall be responsible to make up (pay for) the shortage. Unless the replacement is due to theft, vandalism, unusual wear, improper use or insufficient maintenance, neglect or negligence by the Concessionaire, in which case, the Concessionaire will pay for the total cost of such replacement.
- m. Concessionaire may self-manage or self-perform those maintenance/repair tasks within the premises for which it is required to provide/perform. Or Concessionaire may outsource (subcontract) the work. If outsourcing the work, Concessionaire shall not use any maintenance/repair company, service provider, or subcontractor on University property that does not meet the minimum insurance coverage criteria set by the University (listed below) and subject to revision by UCF:
 - i. Insurance Required: contractors providing services (for Concessionaire) on UCF property shall maintain worker's compensation, property liability, property damage and vehicle insurance during performance of their work. Concessionaire's liability insurance shall be written for not less than limits of \$100,000 per person, \$500,000 per occurrence. Coverage's shall be maintained without interruption from date of commencement of work until final payment and termination of any coverage required to be maintained after final completion.
 - ii. UCF will not be liable or held responsible for any actions or claims related or as a result of the relationship between Concessionaire and said service provider used by Concessionaire unless such actions or claims are the result of UCF's negligent actions or omissions.
- n. Concessionaire may request UCF to provide/perform some of the work/services identified above with UCF's own staff or have UCF subcontract the maintenance/repair services in its behalf, in which case the University, if in its sole discretion agrees to provide/perform the work, will then invoice Concessionaire for the actual cost of the maintenance/repair plus an Administrative Fee based on the "University Auxiliary Overhead" a percentage (currently 9%) of the total cost of the repair or service. The responsibility to get the work or service performed satisfactorily and in a timely manner remains with Concessionaire regardless of the party that actually agrees to perform the work or provide the service.

- o. The University reserves the right to inspect the premises at any time during the contract term. In the event University, in its sole reasonable discretion, determines the premises are not being maintained in a satisfactory condition, the University may direct the Concessionaire to make the necessary repair or correction at its sole expense, to return the premises to satisfactory condition. Such repairs shall be completed within 30 (Thirty) days of written notification, or in accordance with an alternate schedule that has been mutually agreed to. The premises are considered to be in satisfactory condition when the premises are in the same or better condition as when Concessionaire moved in (i.e. at contract commencement). If Concessionaire fails to make, maintain, or keep the premises in good condition or fails to perform the necessary Maintenance and Repairs, and such failure continues beyond 30 (Thirty) calendar days, or beyond the mutually agreed to alternate schedule, the University may, but is not obligated to, perform or hire the necessary contractor to perform the work, and in that event Concessionaire shall pay University for the costs thereof plus the Administrative Fee described above.
- p. The Concessionaire shall, during the term of this contract, repair any damage caused to real or personal property of the University, wherever situated on the University campus, when caused by the intentional, reckless, or negligent acts or omissions of the Concessionaire's employees, its subcontractors, its invitees, its agents, or of others under Concessionaire's control and supervision, or at the option of the University the Concessionaire shall reimburse the University for the cost or repairs thereto and the replacement thereof accomplished by or on behalf of the University.
- q. **Reserve Account**. The Concessionaire shall establish and maintain a Reserve Account for Equipment maintenance, repair, and replacement in an amount equal to Three Percent (3%) of Gross Receipts as a Direct Operating Cost. All expenditures from the reserve account shall only occur with the prior written approval of the University. Any money left in the account at the end of the Agreement will belong to the University.

4.12 University Obligations

- a. The University shall provide the Concessionaire with:
 - 1. Office space,
 - 2. Concessions Stands, and stock room space at the CFE Arena;
 - 3. Access to campus web services (where available), campus telephone services, and voice answering system at UCF's standard rate/fee; Pricing for these services can be viewed here: <http://www.cst.ucf.edu/service-catalog/cst-telecommunications/>
- b. The University shall maintain, repair, and replace, as necessary, at its expense the common areas, and each of the exterior portions and structural portions of the building(s)/premises, including, without limitation: the roof and roof supports, footings, foundations, structural supports, columns, exterior walls, bearing walls, retaining walls, floor slab, utility meters, flashings, gutters, downspouts, fire detection and suppression systems; so as to keep the same in good condition and repair.
- c. University shall maintain, repair, and replace, as necessary, at its expense, the following:
 - 1. all plumbing, pipes, drains, tubes and all other conduits and utility lines leading to or from the premises, or leading to or from the building;
 - 2. electrical switches, outlets, circuit breakers, interior lighting fixtures (including light bulbs and fluorescent tubes and ballast), within the premises;

3. all electrical wiring, communication/data wiring, plumbing, piping, and HVAC components located within the walls, ceilings, and floors;
4. the repair or adjustment of storefront, entrance doors, roll-up doors and gates, including door closing mechanisms and locks;
5. and the repair and/or adjustment of interior doors and hardware, cabinets/cases, millwork, casework, and countertops;

at no additional cost, except in the event that such repair or replacement is required due to the fault, action or negligence of Concessionaire.

4.13 Customer Service & Quality Control

- a. Performance Metrics. UCF will measure the level of customer service provided by the contractor throughout the term of the contract. Customer service metrics include, but are not limited to, the following:
 1. Wait times at cash registers/service counters (where related to staff and equipment availability)
 2. Cleanliness of food-preparation and Customer areas
 3. Staff presentation and appearance
 4. Staff training and knowledge
 5. Quality of food and beverage (with a 100% satisfaction guarantee)
 6. Customer feedback and surveys
 7. Premium and Club service expectations
- b. Concessionaire must propose an impartial quantitative mechanism to evaluate its level of services, menu and overall quality. The Concessionaire shall work closely with UCF to establish these quantitative, measurable goals and requirements for the customer service performance metrics (as listed above).
- c. These evaluation requirements must be identified and mutually agreed to in writing within 90 days of contract commencement, Concessionaire shall then be solely responsible for any additional costs or expenses, if any, that may be incurred in order to meet these goals, including changes in staffing, additional equipment purchases, and changes related to improving the quality of products and services, etc.).
- d. Concessionaire shall then provide to the University all supporting evidence, including customer survey results and internal evaluations as necessary to establish and document the level of customer service provided meet the contract requirements.
 - At a minimum, Concessionaire must maintain an 85% favorable rating or better in the aggregate on all customer surveys, focus groups or other testing methods used. Failure on the part of the Concessionaire to reach that University-approved level of customer satisfaction will allow the University to terminate the Agreement.
- e. Training. Concessionaire must conduct regularly scheduled training sessions, as approved by the University, throughout the year, for all personnel including not-for-profit organizations contracted to staff Concession Stands and other sales areas in the Facilities. At a minimum:
 1. The training will consist of Customer Service and Skills Training for each Position.

2. Service employees must attend mandatory orientation training specific to the University.
 3. No employee will be allowed to serve the public until at least a minimum of four (4) hours of training, including orientation, have been completed.
 4. Concessionaire shall subscribe to the highest levels of alcohol training and awareness, and shall comply with the “Florida Statute 561.705 Responsible Vendor Qualifications” ([responsible vendor info.html](#)).
 5. Concessionaire’s training will incorporate the University’s customer service, quality control programs, systems and management of those specific venues.
- f. UCF-Concessionaire Meetings. Concessionaire’s Management will be required to attend specific University event planning meetings, as determined at the University’s sole discretion, including without limitation:
1. Weekly Event Review Meeting;
 2. Management Team Meeting;
 3. The Concessionaire shall report to the UCF Convocation Corporation General Manager and/or his/her designee for matters pertaining to this concessions agreement;
 4. The Concessionaire’s Regional Manager will meet with the UCF Convocation Corporation General Manager on quarterly basis, or as mutually agreed, to review the Concessionaire’s performance.
- g. Uniforms/Nametags/Identification Tags. The Concessionaire shall ensure that all its employees wear nametags/identification tags, along with a standardized uniform shirt, subject to University approval. Concessionaire’s employees and volunteers shall be at all times neatly and cleanly uniformed in University-approved uniforms and must meet grooming guidelines and appearance standards prescribed for such employee.
- h. Customer Feedback. The Concessionaire shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys per semester, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the Contract Administrator on each campus for evaluation and input. Individual campuses shall reserve the right to seek additional customer feedback by whatever method they deem appropriate for their purposes.

4.14 Staffing / Personnel

- a. Staffing. The Concessionaire shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Facility in accordance with the requirements established by the University and shall maintain an adequate staff at all times to ensure a high quality operation, including providing a sufficient number of experienced personnel for operational and administrative purposes.
- b. Concessionaire’s employees shall be admitted to the Facilities without payment of an admission fee at an entrance to be designated by the University, in such numbers as Concessionaire may reasonably require for conducting its operations.
- c. Organization Chart/Staffing Level. The Concessionaire shall present its organization chart/staffing level to UCF for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by, the University.

- d. Manager. The University reserves the right, but is not obligated to, review and approve any Manager(s) assigned to the Facility by the Concessionaire. Subsequent changes in assignments will be made by the Concessionaire only after prior consultation with, and approval by, the University. The University expects management continuity (i.e., limited turnover of the Manager) in order for the Concessionaire to meet the expectations and requirements of the University. .
- e. Student Employees. The Concessionaire shall look to fill employment opportunities with UCF Students, when appropriate.
- f. Employee Conduct. The Concessionaire shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on UCF premises, all employees, agents and independent contractors of the Concessionaire shall comply with all applicable University policies and procedures. If a Concessionaire's employee is found to be unacceptable, the contractor shall be required to remove any such employee, agent, or independent contractor from the University at the University's request. If UCF makes such a request, Concessionaire shall replace said person no later than thirty (30) days after the request is made, except that Concessionaire shall terminate the employee immediately if UCF determines that the employee has engaged in theft or dishonesty, has used alcohol or illegal substances during work hours or been under the influence of alcohol or illegal substances during work hours, has abused legal substances during work hours, or has been convicted of a felony.

4.15 Background Checks

The Concessionaire assumes all liability arising out of, and is solely responsible for all of the contractor's non-temporary employees, agents, or independent contractors. Temporary employees hired through a temporary staffing agency assigned by Concessionaire shall require the background checks listed herein, and Concessionaire may satisfy this requirement by conducting the background checks directly or having a contract with the temporary staffing agency that incorporates the same requirements. If Concessionaire hires currently enrolled UCF students on a temporary basis, Concessionaire is not required to perform the background checks listed herein. The Concessionaire shall provide background checks for all of the contractor's employees working at UCF. Background checks are not required for "non-profit" groups and volunteers.

Convictions discovered in the background check will be reviewed by Concessionaire's Loss Prevention and/or Human Resources department. Consideration may be given to the person's relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, students, and the University and any other circumstances deemed relevant to the final determination of whether to employ or retain the person. Conviction information will be maintained by Concessionaire as confidential.

Background checks shall include, at a minimum, the following items:

1. National Criminal History Records
2. National Sex Offenders Registry
3. Federal Criminal Database
4. Statewide Criminal History background check through FL Dept. of Law Enforcement Website
5. SS Trace Validation

6. County Criminal Search

Depending on the nature of the position or duties required, the University may request the Concessionaire to perform additional levels of background screening.

4.16 Food and Beverage Price Adjustment Policy (General-Admissions Menu)

- a) Menu items may be changed at any time upon mutual agreement between University and Concessionaire. Concessionaire shall not change menus, quantities served, quality of product, or prices without prior written approval from the University.
 - b) **Annual Adjustment of General-Admissions Menu**: Food and Beverage prices for the “General-Admissions” menu are subject to an annual price adjustment as described below in Section 4.16.1 and 4.16.2. For calculating the price adjustment, the average price of all the menu items (except alcoholic beverages) will be used. The price change calculated will then be applied equally to the individual menu items. **Concessionaire must submit a request indicating their desire to have annual price adjustment, prior to the anniversary date** (August) of the Agreement, each year. If Concessionaire does not request an annual adjustment prior to the deadline, the University is not required to provide any adjustment for the year in question. Price adjustments are not retroactive.
 - c) All food and beverage prices shall include sales tax and shall be priced as multiples of twenty-five cents (\$0.25) (e.g. \$4.00, \$4.25, \$4.50, etc.).
- 4.16.1 When an annual price adjustment calculation is performed the “actual” price adjustment applied will be determined by rounding (up or down) the “calculated” price to the nearest \$0.25 (twenty-five cents).
- a. Example 1 (increase occurs): If the “calculated” price change is between \$0.13 and \$0.25 the “actual” price shall increase by \$0.25. In example, if the original price was \$4.00 and the calculated price change was an increase of \$0.13, the new price of the item would be set as \$4.25.
 - b. Example 2 (no increase): If the “calculated” price change is less than \$0.13 then there would not be any increase applied.
 - c. In the event of the situation described in example 2 (above) where the annual adjustment calculation is being performed and where the previous year did not have a price increase applied, the calculated change from that previous year’s calculation would then be added to the current year’s calculated change.
 - i. For example, if the calculated price change for Year 1 was \$0.08 (so no price adjustment was made for Year 1) than in the Year 2 calculation, the \$0.08 from Year 1 would be added to the calculated price change for Year 2. Then if in Year 2 the calculated price change was +\$0.07, the total the calculated price change would be $\$0.08 + \$0.07 = \$0.16$ (which results in Year 2 price increase).
 - ii. If the combined Year 1 + Year 2 sum does not result in a price increase, then the next year (Year 3) the sum of Year 1 and Year 2 would be applied to the calculation for Year 3, and shall continue in this fashion until a price increase is applied.
- 4.16.2 Food and Beverage pricing changes (for the General-Admissions Menu) will be adjusted in accordance with the changes to the Bureau of Labor Statistics “Producer Price Index

(PPI), for Foods Mfg, Series Id: "PCU311---311---", not seasonally adjusted, over the time period specified, as described below.

- a) The selling price of food and beverages shall only be adjusted on August 1 of each year (the contract anniversary date), beginning 12 months after the contract is initiated, and for each 12 month period thereafter for all years that the contract remains active, based on the percent change (up or down) of the index selected.
- b) The calculation will use June PPI data since August data is not available in time for the price change to become effective on the contract's anniversary date. The PPI data for June is typically released mid-July. The calculation will compare the "base period" (i.e. June of the prior year) with the "current period" (i.e. June of the current year). All calculations shall be made based on the (preliminary) PPI data available at the time of the calculation (i.e. June data) and shall not be adjusted later in the event the data is later revised by the BLS.
- c) If the June PPI data is not available for any year, the PPI for the immediately preceding month shall be used as the basis for adjustment of the labor index. If no PPI data have been published for those months, then the parties shall agree upon a substitute series.

Example: If the contract start date is August 1, 2017, then the first price adjustment, if any, would take effect on August 1, 2018. The calculation is as follows:

- i. The first price adjustment calculation would be based on the published PPI data for June 2017 (the "Base" period) and June 2018 (the "Current" period). If the published index for June 2017 was 195.5 and the published index for June 2018 was 200.5, the index change would be 5.0 (e.g. the "Current period index – Base period index"), and the percentage change of the index would then be 2.58% (e.g. $5.0 / 195.5 = 0.0258 = 2.58\%$) (the "Index Change divided by Base period index").
- ii. Then if the price of an item was \$5.00, the price adjustment for that item would be an increase of \$0.13 (e.g. $\$5.00 \times 2.58\% = \0.129).
- iii. If the price of the item was \$4.00, the price adjustment for that item would be \$0.10 (e.g. $\$4.00 \times 2.58\% = \0.10).

4.17 Catering/premium Menu Price Adjustment Policy. The menu for Premium-Seating/Clubs/Suites may be changed at any time upon mutual agreement of UCF and Concessionaire. Price adjustments may be made upon mutual agreement of UCF and Concessionaire, but should not be changed more than once per year. In the event Concessionaire requests a price adjustment, Concessionaire shall provide supporting documentation to support such request.

4.18 Tender Types

- a. Tender Types. At a minimum, the Concessionaire shall accept cash, major credit cards, and bank debit cards) at all permanent (Concessions Stands) locations in the Arena. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, credit cards, and bank debit card transactions.

- b. UCF Campus Card. (a.k.a. Knights Cash). Concessionaire is not required to accept the Campus Card. However, the University desires that Concessionaire accept the UCF Campus Card wherever the infrastructure is available (i.e. Stand has network access). To accept the Campus Card a “UCF card reader” with network access is required. If Concessionaire proposes/agrees that it will accept the Campus Card then it shall, lease the card-reader hardware and obtain/purchase the network access, from the University at its sole expense. Campus Card transactions are administered by the UCF Business Services department. Business Services will reconcile and reimburse the Concessionaire on a monthly basis for all Campus Card transactions. The Concessionaire shall pay a one percent (1%) transaction fee to Business Services for administration of Campus Card transactions. The Concessionaire shall not increase the price of goods and or services to Campus Card customers in order to offset the Campus Card transaction fee. The Concessionaire and University will periodically review cost effectiveness of accepting the Campus Card, and the University and Concessionaire mutually agree, that it is not cost effective the acceptance of the Card can be discontinued.

The Campus Card (Knights Cash) is not currently accepted by Concessionaire. The total revenue from Campus Card transactions for non-concessions related sales (entire campus) was \$1.4M for FY16. Note that the cost to Respondent to accept the Campus Card, in addition to the 1% transaction fee, is currently (approximately) \$30 per “Card Reader” per month (1st Reader and then \$20 per Reader for each additional reader, per month). An additional charge of \$10/month per location may be charged if an additional network port is required (not including network cost). The monthly rental cost for the Card Reader includes all maintenance and repairs. The acceptance of the Campus Card by Concessionaire is not a requirement.

4.19 Technology Compliance

- a. POS-Cash Register equipment: The University desires that Concessionaire utilize electronic Cash Registers and/or utilize networked Point-of-Sale equipment, at all permanent Concessions Stands, where the equipment/system has the ability to track/record the individual items sold by date/time, price, quantity sold, serving size, per sale/stand/event location (i.e. capture sales trends).
 - i. The University recognizes that, depending on the POS technology selected, there may not be sufficient infrastructure (i.e. internet access or network capabilities) available at all locations to support the Respondents desired or recommended system/technology. Therefore Respondent should perform a facility assessment to determine what POS technology can be utilized with the current infrastructure and provide system/technology compatible with that infrastructure, or include the necessary infrastructure upgrade costs in its investment proposal.
- b. PCI Compliance. The Concessionaire shall comply with UCF’s Payment Card Industry Data Security Standard (PCI DSS) Policy and the requirements specified in Appendix VII.
- c. Europay, MasterCard, And Visa (EMV) Compliance. The Concessionaire is responsible for compliance with EMV standards for authorizing credit and debit card transactions and shall be solely responsible for the losses resulting from non-compliance. Concessionaire may choose to not implement full EMV standards (i.e. not using chip readers and pin technology in order to increase the speed of transactions, etc.) and would be solely responsible for any resulting losses.

- d. Customer Data. Customer data shall not be shared or sold by the Concessionaire without the express written approval of the customer. The contractor shall comply with all requirements regarding the secure handling of UCF Data as described in Appendix V, "Secure Handling of UCF Data."

4.20 Financial Reporting And Recordkeeping

- a. Concessionaire shall provide the University with a preliminary sales report by close of business on the next business day following each event, or a mutually agreed alternative schedule. Concessionaire shall provide to the University, in a format directed by the University, a written summary of each event within 72 hours of that event, indicating where appropriate, customer pricing, guarantees, sales by location, total inventory sales, and total for each menu item/category sold.
- b. Concessionaire shall maintain all accounting records for the Facilities in a format approved by the University at the on-site office. The accounting records shall be available for audit by the University at any time throughout the term of the Agreement at the on-site office, and for three (3) years following the term of the Agreement at the Concessionaire's main office.
- c. Concessionaire shall use University-approved hardware and University-approved accounting software, for all Concessionaires records, proposals, contracts, invoices, and all accounting functions.
- d. Concessionaire shall maintain a separate commercial bank account in Orlando, Florida, for all sales deposits.
- e. Cash shortages may not be deducted from Gross Receipts or Commissions.
- f. Bad debts, unless the University required Concessionaire to extend credit, may not be deducted from Gross Receipts or Commissions.
- g. The University shall have access to all sales, POS and management reports.
- h. In the event the University is not satisfied with the statements submitted by the Concessionaire, as provided for herein, the University shall have the right to make a special audit by auditors selected by the University, of the books and records required to be made and preserved, including all sales by the Concessionaire. If such audit shall show a deficiency in payments by the Concessionaire for any Accounting Period covered, in excess of one percent (1%) of the amount thereof, the amount owed and the Late Fees from the date the error took place and the cost of the audit, shall be paid promptly by Concessionaire to the University and not absorbed as a Direct Operating Cost.
- i. Concessionaire and the University shall inventory all Equipment, and Leasehold Improvements, on an annual basis to determine what replacements and repairs are required.
- j. Concessionaire shall maintain all sales tax licenses and operating permits necessary for the Foodservices.

- k. Concessionaire shall collect and promptly disburse all taxes required by federal, state, and local authorities, and shall pay any and all applicable taxes relating to their operations, employees, equipment, inventory or permits. Upon the payment of the forgoing taxes, Concessionaire shall provide proof to the University that all required taxes have been paid.
- l. Monthly Reporting. On a monthly basis, no later than 20 days after the previous Accounting Period, the Concessionaire shall submit a detailed Commission Check, sales report including sales by location, sales by category/event (for each location and consolidated), non-commissionable sales (with supporting detail), and consolidated sales for the Stadium and Arena (all locations), along with cost of goods sold, gross margin, and expenses by major expense category.
- m. Annual Reporting. On an annual basis, the Concessionaire shall submit a detailed UCF financial statement to the University (for each location and consolidated) within 90 days of the close of each Agreement year. At a minimum, the Concessionaire's financial statement (for each location and consolidated) shall include the following:
 - 1. Sales by Location and Consolidated, including commissionable and non-commissionable sales
 - 2. Total Sales
 - 3. Cost of Goods Sold
 - 4. Gross Margin
 - 5. Personnel Expenses
 - 6. Direct Operating Expenses (itemized by type of expense)
 - 7. Indirect Expenses (e.g., Management Fee, Concessionaire Overhead Charges)
 - 8. Profit/Loss
 - 9. Reserve Account (listing all expenditures itemized by equipment/location)

4.21 Payment Terms

The Concessionaire agrees to pay the University those Payments and/or Commissions listed herein as described below.

- a. A Commission payment calculated as a percentage of Concessionaire's cumulative "Commissionable Sales" over the agreed time period (i.e. monthly) in accordance with the rates/percentages listed in the Concessionaire's Financial Offer as approved/accepted by the University.
- b. A Sales Tax payment is required based on the total amount of each Commission payment made by Concessionaire to the University. The Sales Tax payment is set by the Florida Department of Revenue and Orange County Florida at the time the Commission payment is due (currently 6.5%).
- c. The Commissions are due with all accounting statements 20 days after the close of business (COB) on the last business day of the month that follows the respective period used for the commission calculation.
- d. Material Breach:
 - i. Failure to make payment required to be made to UCF under this Agreement, as and when due, where failure to pay continues for thirty (30) days after receipt of written notice is considered a material breach of the Agreement.

- ii. In the event of a material breach by the Concessionaire which is not substantially cured within the thirty (30) days written notice to Concessionaire time permitted hereunder, the University shall have the option of terminating this Agreement by written notice, such termination to be effective thirty (30) days after receipt of said written notice by Concessionaire. Upon termination of this Agreement as provided herein, the University may pursue such legal remedies as are provided by law. In the alternative, the University may determine an alternative payment schedule or reimbursement method, at its sole discretion.
- e. Remit payments to the following address:

**UCF Convocation Corporation
PO BOX 662150
Orlando, FL 32816-3222**

4.22 Facility Investment

- a. A Facility and/or a Technology Investment is required. Respondent should follow the instructions provide in the sections below and in Section 5.0 “Financial Offer Form”, when preparing its proposal(s).
- b. This ITN consist of a Base-contract for “general concessions services”, and the option for the award of “catering/premium services.” Therefore, Respondent must submit a financial investment proposal based on only receiving the award for general concessions services, and a second financial investment proposal based on receiving the award of the Catering/premium service options.
- c. Facility Investment Assessment.
Respondents must perform an assessment of the Arena facilities to determine what, if any, investment is needed to support the space and ensure that the concessions facilities are properly equipped to provide high level the services and customer satisfaction required by the University. Respondents shall then submit their proposed facility/capital investment amount(s) and plan(s) as part of their response to this ITN. The Respondent’s facility/capital investment, if any, may include, but not be limited to, the following:
 - Facility infrastructure (electrical upgrades, etc.)
 - Décor items and Fixtures, Merchandise/Product accent lighting, etc.
 - Food preparation/cooking/serving Equipment
 - POS equipment/technology, etc.

* Sales tax obligations for capital investments must be included.

4.23 Investment Requirements

- a. Ownership Of Facility Investment And Fixtures. All capital investments and fixtures/equipment installed by Concessionaire in conjunction with this contract shall become the property of the University at the termination, expiration, or non-renewal of the contract. If the contract, or extensions thereto, ends prior to the capital investment being fully depreciated, then the University will reimburse the contractor for the undepreciated portion of the capital investment in the facilities, and all capital investments and fixtures shall become the property of the University.

- b. Depreciation. The capital investment by the Concessionaire in UCF Concessions facilities shall be depreciated on a straight-line basis as described below as a Direct Operating Cost. **The Concessionaire will amortize their investment as follows and will ensure that there is no book value of their capital investment at the natural end of the Agreement.**
 - 1. Pre-opening Expenses – 36 months, straight line method
 - 2. Equipment – 120 months, straight line method
 - 3. Leasehold Improvements - 120 months, straight line method
- c. University Approvals. The facility investment for the UCF Concessions must meet University’s Design and Construction standards; must be approved in advance by the University; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor in conjunction with the University. Any third-party contractor used by the Concessionaire to assist with making facility improvements must be approved in advance by the University.
- d. Accounting Of Facility Investment. The Concessionaire shall provide the University with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment. Copies of invoices shall be provided to the University within sixty days from completion of the facility investment, or earlier if requested by the University.
- e. Investment Difference. If the actual amount spent by the Concessionaire on the facility investment is less than the amount offered in the Concessionaire’s Proposal, then the Concessionaire shall pay the University the difference between the actual amount spent and the amount offered, payable no later than twelve months prior to the contract’s natural expiration date. If the actual amount spent by the Concessionaire on the facility investment is more than the amount offered in the Concessionaire’s Proposal, then the Concessionaire shall be solely responsible for all costs necessary to complete the facility improvements.
- f. Timing Of Facility Investment. The timing of the facility investment shall be determined by the University in cooperation with the Concessionaire.

4.24 “Promotionals”.

- a. The UCFCC may run Promotions on a “temporary basis”, where such Promotion could be used to reduce the pricing of a specific menu item, change the quantity of foods/beverages provided, add a new product, or some combination thereof.
- b. In the event the Promotion is expected to “directly” reduce the profits of Concessionaire during the time the Promotion is running, the University and Concessionaire will then mutually agree on how the Promotion impacts Concessionaire’s profit/costs and what compensation or adjustment Concessionaire is to receive, if any.
- c. Concessionaire and UCFCC should mutually agree to any changes in compensation, commission rates/scales, or additional fees provided prior to the implementation of the Promotion. After the Promotion ends, all rates/commissions/prices revert back to those before the Promotion was implemented.

SECTION 5: OFFER FORMAT SUBMITTAL REQUIREMENTS

(Note: To simplify the University's review process, the format for all Proposals must be consistent with the information requested in this Section.)

Introduction

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

To facilitate analysis of its offer, the Respondent is to prepare its offer in accordance with the instructions outlined in this section. If Respondent's offer deviates from these instructions, such offer may, at UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and also number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. Respondent's response to this ITN must be sent to UCF's Authorized Representative at the address listed in Section 2.1.

REQUIRED SUBMITTALS

Each Respondent shall submit, at a minimum, all of the following information in a format that corresponds with the order of the subheadings listed below:

Also complete the Financial Offer Form (Attachments A1 and A2) pages 77-80.

5.1 Commissions Structure Proposal Section 4.22

The financial offer that the selected respondent shall remit to UCF will be comprised of the following components:

- Commission paid on General-Admission Menu sales;
- Commission paid on Catering/premium Menu sales;
- Commission paid on the sale of alcohol;
- Note: All proposals must provide an Investment and Commission structure (See Section 4.22b.)

(Note: List the Commission percentages offered on the Financial Offer Form, Attachments A1 and A2)

5.2 Financial Investment Proposal: Section 4.22, 4.23

Describe your detailed facility plans and financial commitment to provide the University with state-of-the-art Concessions facilities throughout the duration of the Agreement at the CFE Arena. Provide a separate detailed description of your facility improvement plans and capital investment plans for the Arena.

(Note: List the financial offer amounts on the Financial Offer Form, Attachments A1 and A2).

5.3 Technology Investment Proposal: Section 4.19, 4.20

Indicate how you will utilize technology to improve service and quality of operations. Indicate where credit/debit cards, and student ID cards (Campus Card) will be accepted and the nature of any POS system investment. Describe the reporting capabilities of the POS system. Include your estimated capital investment for technology in the Stadium and Arena, and a timeline for your investment plans. Note that the University will not buy out any undepreciated portion of the contractor's technology investment at the early termination of the contract.

(Note: List the Technology investment amounts on the Financial Offer Form, Attachments A1 and A2)

5.4 Branded and other Subcontracted Products:

Describe what Branded Products and local Subcontractors are recommended and how they will impact Gross Receipts and Commissions. Detail other facilities where Concessionaire uses Branded Products and/or local Subcontractors and any unique financial arrangements with these Brands and Subcontractors.

(Note: List any Branded or Subcontracted Products offered on the Financial Offer Form, Attachments A1 and A2)

5.5 Organizational & Staffing Plan: Section 4.14

- a) An organizational chart showing all full-time and hourly positions. Include the definition of full-time employees that would be eligible for your corporate benefits.
- b) A resume of the experience, education, and performance record in the Concessionaire business of the proposed full-time general managers and one proposed candidate for all other management positions for whom the University will have the right of approval. Respondent must have their choice of the general manager at any oral presentation required by the University for selection of the Concessionaire. The general manager candidate may be interviewed privately prior to the Respondent's presentation.
- c) Provide detailed staffing charts for typical events at the University, including a sellout basketball game and a sellout concert with alcohol. Include back-of-the-house and front-of-the-house employees for all areas, i.e., kitchen, commissary, pantries, Concession stands, etc.
- d) Describe your staffing guidelines for each job; (e.g., 1 concession server per 150 seats, etc.) for General-Attendance and Premium seating. Indicate proposed pay scales and gratuity allocation for all hourly employees.

5.6 Training Programs: Section 4.13

- a) Describe all of your available training programs including your current Alcohol Management, Responsible Server, and Customer Service Training Programs that are regularly used at other accounts. Include all specific training programs and manual for Not-For-Profit Group Labor. Indicate the proposed general manager's experience in administering these training programs.
- b) Describe how volunteer/not-for-profit groups will be solicited, trained and organized for work and your payment rate for these groups.

5.7 Customer Service & Quality Control: Section 4.2.2, 4.13

- a) Quality Control: Because the highest level of culinary quality and service is desired for the customer services in these Facilities, the Respondent must propose an impartial quantitative mechanism to evaluate its level of services, menu and overall quality.
- b) Customer Experience: Please provide a description of concepts or mechanisms that would enhance the customer experience at the Facilities.
- c) Describe the methods your company will use to obtain regular feedback from UCF's Arena customers to ensure a high level of customer satisfaction.
- d) In-Seat Vending: Provide your experience with and recommendations for in-seat vending (hawking) based on experience at similar facilities.
- e) Describe uniform and required dress for employees and volunteers/not-for-profit groups.

5.8 General Admissions Menu and Catering/premium Menu:

- a) Provide your proposed menus for all Concessions services (i.e. General-Admission and Catering/premium), showing portion sizes and proposed selling prices in 2018 dollars. Pricing must be competitive with similar facilities in the region. The University strives to create an optimal environment for the health and well-being of their students, faculty, staff, and guests, while being conscious of price, quality, and service standards.
- b) Please provide a brief description of your current concepts, menus, portions, prices, and service levels. Please highlight all "healthy" dining options that your company offers.

5.9 Transition Plan:

Describe in detail with a timeline of how you will create a seamless transition from the existing Concessionaire to the new Concessionaire. Include the following details:

- a) Timeline and dates of transition plan
- b) Required or assumed University resources
- c) Miscellaneous/other to include, but not limited to: Communication and Marketing Plan
- d) Engagement of Staff/Personnel
- e) Describe how you will provide catering services to the Arena while the catering kitchen is being built, and provide the expected construction time-table for this project (if the construction of a Catering Kitchen at the Arena is included in your proposal). Refer to Section 4.22d.

5.10 Financial Projections

Provide financial projections for the first five (5) years of operation of the UCF Concessions Program. Projections must include the following:

1. Sales by Category/Department by Location and Consolidated
2. Total Sales
3. Cost of Goods Sold
4. Gross Margin
5. Personnel Expenses

6. Direct Operating Expenses (itemized by type of expense)
7. Indirect Expenses (i.e., Company Overhead Charges)
8. Commissions to UCF
9. Profit/Loss

5.11 Company History And Qualifications

- a) Provide your qualifications and experience in managing college/university concessions programs and your experience serving large public research universities.
- b) Provide a list of all college/university accounts that were canceled or not renewed during the past three years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the concessions program.
- c) Provide a list of the Concessionaire's corporate officers and their experience in the industry.
- d) A list of other clients similar to this University that Respondent serves or has served in the past five (5) years. Please provide detailed information, e.g., name, address, and telephone number of the Client, contact name, length of time, size of Client, number and type of events, annual sales and attendance. Indicate what services are provided, i.e., Catering, Concessions, etc.
- e) Include your company's audited financial statements for the past two (2) years, along with your company's S&P or D&B rating.

5.12 Event Information Recaps and Reporting:

Provide samples of event information recaps, daily and monthly statements, reports, etc. that will be furnished to the University during the term of this Agreement. Include forms from computerized cash registers or other approved accounting mechanism.

5.13 Creative Design Concepts:

Indicate your proposed design concepts for the Concessionaire areas. Respondents should include any equipment, decor or uniform literature or brochures and any other information that indicates their unique approach to this project. Renderings or brochures of proposed Concessionaire areas, menu boards, portable carts and uniforms are encouraged, but not required.

5.14 Conformance To ITN's Preferred Conditions And Requirements

Identify any exceptions to the ITN that are included in your Proposal in Appendix II.
(Note: One of the University's Proposal evaluation criteria outlined in Section 2.8 of this ITN is "Conformance To ITN's Conditions And Requirements." Failure To Conform To ITN's General Conditions And Requirements May Result In Rejection Of Proposal.)

| |
|--|
| APPENDIX I EVALUATION SCORING SHEET |
|--|

Evaluation page 1 of 2

NAME OF RESPONDENT COMPANY: _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each offer on a separate form.
2. Work independently and do not discuss the Offers or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the **Procurement Services Representative named in Section 2.1.**

| Section | Evaluation Criteria: For Award of Base Contract | Max Points | Points Awarded |
|-------------------|---|------------|-------------------|
| 5.1 5.2 5.3 | Arena: Commissions Structure; Facility Investment proposal; Technology Investment proposal | 35 | |
| 5.4 | Branded Affiliations | 20 | |
| 5.5 | Organizational & Staffing Plan | 20 | |
| 5.6 | Training Programs | 15 | |
| 5.7 | Customer Service & Quality Control | 20 | |
| 5.8 | General Admissions Menu | 15 | |
| 5.9 | Transition Plan | 15 | |
| 5.10 | Financial Projections | 5 | |
| 5.11 | Company History and Qualifications | 5 | |
| 5.12 | Event Information Recaps and Reporting | 5 | |
| 5.13 | Creative Design Concepts | 5 | |
| 5.14 | Conformance to ITN Conditions | 5 | |
| | Total Possible Points | 165 | |

Evaluation page 2 of 2

NAME OF RESPONDENT COMPANY: _____

Evaluation for (Catering/Premium Services) Award

| Section | Evaluation Criteria: For Award of Contract Option | Max Points | Points Awarded |
|-------------------|---|------------|-------------------|
| 5.1 5.2 5.3 | Arena: Catering/Premium services proposal; Commissions Structure; Facility Investment proposal; Technology Investment proposal | 25 | |
| 5.7 | Customer Service & Quality Control | 20 | |
| 5.8 | Catering/Premium Menu | 20 | |
| 5.9 | Transition Plan | 10 | |
| | Total Possible Points | 65 | |

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

DATE: _____

| |
|---|
| APPENDIX II SUPPLEMENTAL OFFER SHEET |
|---|

TERMS AND CONDITIONS

The Sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any negotiable term or condition of this ITN are to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer. A Respondent's disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the University and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

| <u>SECTION</u> | <u>YES</u> | <u>NO</u> | <u>RESPON. INITIALS</u> |
|-------------------------|------------|-----------|-------------------------|
| 2.1 **Non-negotiable** | _____ | _____ | _____ |
| 2.2 **Non-negotiable** | _____ | _____ | _____ |
| 2.3 **Non-negotiable** | _____ | _____ | _____ |
| 2.4 | _____ | _____ | _____ |
| 2.5 | _____ | _____ | _____ |
| 2.6 **Non-negotiable** | _____ | _____ | _____ |
| 2.7 | _____ | _____ | _____ |
| 2.8 **Non-negotiable** | _____ | _____ | _____ |
| 2.9 | _____ | _____ | _____ |
| 2.10 | _____ | _____ | _____ |
| 2.11 **Non-negotiable** | _____ | _____ | _____ |
| 2.12 | _____ | _____ | _____ |
| 2.13 **Non-negotiable** | _____ | _____ | _____ |
| 2.14 **Non-negotiable** | _____ | _____ | _____ |
| 2.15 | _____ | _____ | _____ |
| 2.16 | _____ | _____ | _____ |

| <u>SECTION</u> | <u>YES</u> | <u>NO</u> | <u>RESPON. INITIALS</u> |
|-------------------------|------------|-----------|-------------------------|
| 2.17 | _____ | _____ | _____ |
| 2.18 **Non-negotiable** | _____ | _____ | _____ |
| 2.19 | _____ | _____ | _____ |
| 2.20 **Non-negotiable** | _____ | _____ | _____ |
| 2.21 | _____ | _____ | _____ |
| 2.22 | _____ | _____ | _____ |
| 2.23 | _____ | _____ | _____ |
| 2.24 | _____ | _____ | _____ |
| 2.25 | _____ | _____ | _____ |
| 2.26 | _____ | _____ | _____ |
| 2.27 **Non-negotiable** | _____ | _____ | _____ |
| 2.28 **Non-negotiable** | _____ | _____ | _____ |
| 2.29 | _____ | _____ | _____ |
| 2.30 **Non-negotiable** | _____ | _____ | _____ |
| 2.31 **Non-negotiable** | _____ | _____ | _____ |
| 2.32 | _____ | _____ | _____ |
| 2.33 | _____ | _____ | _____ |
| 2.34 | _____ | _____ | _____ |
| 2.35 **Non-negotiable** | _____ | _____ | _____ |
| 2.36 | _____ | _____ | _____ |
| 2.37 | _____ | _____ | _____ |
| 2.38 | _____ | _____ | _____ |
| 2.39 **Non-negotiable** | _____ | _____ | _____ |
| 2.40 | _____ | _____ | _____ |
| 2.41 | _____ | _____ | _____ |

| <u>SECTION</u> | <u>YES</u> | <u>NO</u> | <u>RESPON. INITIALS</u> |
|-------------------------------------|------------|-----------|-------------------------|
| 2.42 **Non-negotiable** | _____ | _____ | _____ |
| 2.43 | _____ | _____ | _____ |
| 2.44 | _____ | _____ | _____ |
| 2.45 | _____ | _____ | _____ |
| 2.46 | _____ | _____ | _____ |
| 2.47 | _____ | _____ | _____ |
| 2.48 | _____ | _____ | _____ |
| 2.49 **Non-negotiable** | _____ | _____ | _____ |
| 2.50 | _____ | _____ | _____ |
| 2.51 | _____ | _____ | _____ |
| 2.52 **Non-negotiable** | _____ | _____ | _____ |
| 2.53 **Non-negotiable** | _____ | _____ | _____ |
| 3.0 | _____ | _____ | _____ |
| 4.0 | _____ | _____ | _____ |
| 5.0 | _____ | _____ | _____ |
| Appendix I | _____ | _____ | _____ |
| Appendix II | _____ | _____ | _____ |
| Appendix III | _____ | _____ | _____ |
| Appendix IV | _____ | _____ | _____ |
| Appendix V **Non-Negotiable | _____ | _____ | _____ |
| Appendix VI | _____ | _____ | _____ |
| Attach. A **Non-negotiable** | _____ | _____ | _____ |

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

| |
|--|
| <p style="text-align: center;">APPENDIX III CERTIFICATE OF NON-SEGREGATED FACILITIES</p> |
|--|

We, _____ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246, amended.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contractor for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

The Concessionaire and subcontractors shall abide by the requirements of 41 CFR, Section 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

| |
|--|
| APPENDIX III CERTIFICATE OF NON-SEGREGATED FACILITIES SUBPART - CONTRACTOR'S AGREEMENTS |
|--|

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:

- (1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

| |
|---|
| <p style="text-align: center;">APPENDIX IV COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS</p> |
|---|

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

Vendors shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing. The certifications must be submitted to the UCF Procurement Services Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

I certify that the company submitting an offer under this solicitation in is compliance with all applicable laws to conduct business in the State of Florida, is in good standings and will provide a certificate of good standings from the State of residence prior to initiating any performance under any contract resulting from this solicitation.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX V
SECURE HANDLING OF UCF DATA
Secure protection and handling of data by vendors and third parties

1. Network Security. Concessionaire agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Likewise Concessionaire agrees to maintain network security that conforms to one of the following:
 - a. Those standards that UCF applies to its own network, as found at <http://www.cst.ucf.edu/about/information-security-office/iso-policies-standards/>
 - b. Current standards set forth and maintained by the National Institute of Standards and Technology, including those at:

<http://web.nvd.nist.gov/view/ncp/repository>
 - c. Any generally recognized comparable standard (e.g., ISO/IEC 27001, etc.) that Concessionaire then applies to its own network.
2. Data Security. Concessionaire agrees to protect and maintain the security of UCF data based on the latest industry security standards and best practices. These security measures include, but are not limited to, maintaining secure segmented networks, maintaining systems that are up-to-date, and environments free of malware.
3. Data Transmission. Concessionaire agrees that any and all transmission or exchange of system application data with UCF and/or any other parties expressly designated by UCF – solely in accordance with Section 6 below – shall take place via secure means, e.g. HTTPS or FTPS with 128 bit key AES encryption or better.
4. Data Storage. Concessionaire agrees that any and all UCF data will be stored, processed, and maintained solely on designated target servers and that no UCF data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Concessionaire's designated backup and recovery processes.
5. Data Encryption. Concessionaire agrees to store all UCF backup data as part of the its designated backup and recovery processes in encrypted form using 128 bit key AES encryption or better.
6. Data Re-Use. Concessionaire agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Concessionaire.

Concessionaire further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.

7. End of Agreement Data Handling. Concessionaire agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.
8. Data Breach. Concessionaire agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Concessionaire's security obligations or other event requiring notification under applicable law ("Notification Event"), Concessionaire agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend UCF and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

Related Documents:

- Third-Party Outsourcing (Cloud Computing) of University Data
 - UCF Third Party Assurance Questionnaire
 - 4-008 Data Classification and Protection
9. FERPA. If Concessionaire is provided access to any student personally identifiable information (as defined under FERPA), Concessionaire acknowledges that it will comply with the privacy regulations outlined in the Family Educational Rights and Privacy Act ("FERPA"), for the handling of such information, to the extent such regulations apply to Concessionaire. Concessionaire will not disclose or use any student information except to the extent necessary to carry out its obligations under its agreement with UCF and as permitted by FERPA.

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX VI BONFIRE SUBMISSIONS

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

| Name | Type | # Files | Requirement |
|----------|-----------------------|----------|-------------|
| Proposal | File Type: PDF (.pdf) | Multiple | Required |

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://ucfprocurement.bonfirehub.com/opportunities/8290>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jun 08, 2018 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

University of Central Florida Procurement Services uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Appendix VII
Payment Card Industry Data Security Standards (PCI DSS)

- A. The Concessionaire shall exercise maximum-security control over all cash, charge, and sales transactions. The University shall not be responsible for theft or loss of the Concessionaire's cash or property or criminal acts of third parties.

- B. Concessionaire shall at all times remain in compliance with the "Payment Card Industry Data Security Standard" (PCI DSS) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Concessionaire's sole cost and expense.
 - 1. Concessionaire acknowledges that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.
 - 2. Concessionaire affirms that it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
 - 3. Concessionaire agrees to supply the current status of its PCI DSS compliance status, and evidence of its most recent validation of compliance to UCF. Concessionaire must supply to UCF a new status report and evidence of validation of compliance at least annually.
 - 4. Concessionaire will immediately notify UCF if it learns that it is no longer PCI DSS compliant and will immediately provide UCF the steps being taken to remediate the non-compliance status. In no event should Concessionaire's notification to UCF be later than seven (7) calendar days after Concessionaire learns it is no longer PCI DSS compliant.
 - 5. Concessionaire acknowledges that any indemnification provided for under terms of this Agreement applies to the failure of the Concessionaire to be and to remain PCI DSS compliant.

- C. Concessionaire's safeguards for the protection of (Cardholder's) Personal Information shall include:
 - 1. limiting access of Personal Information to Authorized Employees/Authorized Persons;
 - 2. securing of Concessionaire's business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;
 - 3. implementing network, device application, database and platform security;
 - 4. securing information transmission, storage and disposal;
 - 5. implementing authentication and access controls within media, applications, operating systems and equipment;

6. encrypting Highly-Sensitive Personal Information stored on any mobile media;
7. encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks;
8. strictly segregating Personal Information from information of Concessionaire or its other customers so that Personal Information is not commingled with any other types of information;
9. implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting employee background checks consistent with applicable law; and
10. providing appropriate privacy and information security training to Concessionaire's employees.

D. The following concepts and actions are to be incorporated in Concessionaire's PCI compliancy program:

1. Ensure a Secure Network and Systems:
 - i. Install and maintain a firewall configuration to protect cardholder data
 - ii. Do not use vendor-supplied defaults for system passwords and other security parameters
2. Protect Cardholder Data:
 - iii. Protect stored cardholder data.
 - iv. Encrypt transmission of cardholder data across open, public networks.
3. Maintain a Vulnerability Management Program:
 - v. Protect all systems against malware and regularly update anti-virus software or programs.
 - vi. Develop and maintain secure systems and applications.
4. Implement Strong Access Control Measures:
 - vii. Restrict access to cardholder data by business need to know
 - viii. Identify and authenticate access to system components
 - ix. Restrict physical access to cardholder data.
5. Regularly Monitor and Test Networks:
 - x. Track and monitor all access to network resources and cardholder data
 - xi. Regularly test security systems and processes.
6. Maintain an Information Security Policy:
 - xii. Maintain a policy that addresses information security for all personnel.

Related Links:

https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

https://www.pcisecuritystandards.org/documents/PCI_DSS_v3-2.pdf

https://www.pcisecuritystandards.org/pci_security/completing_self_assessment

**Attachment A1
Financial Offer Form
(Award of Base Contract only)**

Note: The commission and investment amounts entered below (Attachment A1) represent your offer based on the award of “Base Contract “only. Financial Offer Form Attachments A1 and A2 are not cumulative.

TABLES 1 – 3: FINANCIAL OFFER BASED ON AWARD OF BASE-CONTRACT ONLY

1. ARENA COMMISSION STRUCTURE

| Arena: Commission on General- Admission sales | Arena: Commissions on Alcohol sales |
|--|--|
| Year 1 (%) | (%) |
| Year 2 (%) | (%) |
| Year 3 (%) | (%) |
| Year 4 (%) | (%) |
| Year 5 (%) | (%) |
| Year 6 (%) | (%) |
| Year 7 (%) | (%) |
| Year 8 (%) | (%) |
| Year 9 (%) | (%) |
| Year 10 (%) | (%) |

2. ARENA FACILITY INVESTMENT (Base-contact):

(Investments to be amortized on a straight-line basis over term of contract).

| Location/Amount | Description |
|------------------------------------|-------------|
| Arena Facility: (\$) | |
| Technology Investment: (\$) | |
| Other (\$) | |
| TOTAL ARENA INVESTMENT (\$) | |

3. NATIONAL, REGIONAL, AND LOCAL BRANDED PRODUCTS: (Base-contact):

| List the Branded Products you intend to use * | Indicate the location(s) where the Branded Product be available |
|--|---|
| 1) | |
| 2) | |
| (add additional lines as needed) | |

Attachment A2
Financial Offer Form
(Award of Base Contract with Catering/Premium Options)

Note: The commission and investment amounts entered below (Attachment A2) represents your offer for the combined award of “Base Contract” with the Catering/Premium services option. Financial Offer Form Attachments A1 and A2 are not cumulative.

TABLES 4 – 6: FINANCIAL OFFER BASED ON AWARD OF BASE-CONTRACT WITH CATERING/PREMIUM SERVICES AWARDED

4. ARENA COMMISSION STRUCTURE (Base-contract with Catering/Premium services):

| Stadium: Commissions on General- Admission sales | Stadium: Commissions on Alcohol sales | Stadium: Commissions on Catering/Premium sales |
|--|---|--|
| Year 1 (%) | (%) | (%) |
| Year 2 (%) | (%) | (%) |
| Year 3 (%) | (%) | (%) |
| Year 4 (%) | (%) | (%) |
| Year 5 (%) | (%) | (%) |
| Year 6 (%) | (%) | (%) |
| Year 7 (%) | (%) | (%) |
| Year 8 (%) | (%) | (%) |
| Year 9 (%) | (%) | (%) |
| Year 10 (%) | (%) | (%) |

5. ARENA FACILITY INVESTMENT (Base-contract with Catering/Premium services):
 (Investments to be amortized on a straight-line basis over term of contract).

| Location/Amount | Description |
|--------------------------------------|-------------|
| Arena Facility: (\$) | |
| Arena Catering Kitchen: (\$) | |
| Technology Investment: (\$) | |
| Other (\$) | |
| TOTAL STADIUM INVESTMENT (\$) | |

6. NATIONAL, REGIONAL, AND LOCAL BRANDED PRODUCTS: (Base-contract with Catering/Premium services):

| List the Branded Products you intend to use * | Indicate the location(s) where the Branded Product be available |
|--|--|
| 1) | |
| 2) | |
| (add additional lines as needed) | |

PROPOSAL SUBMITTED BY:

Company: _____

Authorized Signature: _____

Signer's Printed Name: _____

Title: _____

Date: _____

| |
|---|
| ATTACHMENT B EQUIPMENT PROVIDED FOR CONTRACTOR'S USE |
|---|

(Note: This information is believed to be accurate to the best ability of the University, however Respondent is responsible to verify the accuracy of this equipment list and the condition of the equipment prior to submitting its proposal.)

Arena concessions equipment list

Quantity Location-Room# /Description

1020 (possible future Catering Kitchen)

Contents not available for this list
Rooms 1020 and 1021 can be joined

1021 (possible future Catering Kitchen)

| | |
|---|--|
| 1 | Norlake (Fridge) UCF# 4940 CF136848 |
| 1 | True (freezer double door) UCF# 4940 CF132148 |
| 1 | Manitowic (Ice) UCF# 4940 CF208850 |
| 1 | Three Compartment sink |
| 1 | Southern Pride (roasting oven) |
| 1 | Castle (stove) |
| 1 | Dean (fryer) |
| 1 | American Range (fryer) |
| 1 | Vollrath Serve Well UCF# 4940 CF136862 |
| 1 | Dasani Cooler (Coke) |
| 1 | Hot hold station, prep area, front prep counter. |
| 1 | Beverage Air (double kegerator) |
| 1 | True (double kegerator) M:TDD 2 S:1 4487168 |
| 1 | True (double kegerator) M:TDD 3 S:6518889 |
| 1 | True (double kegerator) M:TDD 2 S:1 4487192 |

2009

| | |
|---|---|
| 4 | Cash Register |
| 2 | Dasani Cooler (Coke) |
| 2 | Fountain Drink Station (Coke) |
| 3 | Smoothie/frozen drink station |
| 1 | Three compartment sink |
| 1 | Serve well, UCF# 4940 CF136852 |
| 1 | Hatco (food warmer), UCF#4940 CF136851 |
| 1 | Norlake (low boy freezers) M:OF20255/9 S:05060640 |

2017

- 4 Cash Register
- 2 Dasani Cooler (Coke)
- 3 Fountain Drink Station (Coke)
- 1 hotdog
- 2 steam n hold
- 1 Three compartment sink
- 1 Serve well, UCF:4940 CF 136846
- 1 Hatco (food warmer) UCF:4940 CF 136847
- 1 Blue Air (fridge), M:BSR23T S:BTBIA94FB00001
- 1 Citation Warmer, UCF:4940 CF 134304 M:2025ST

2025

- 4 Cash Registers
- 2 Dasani Cooler (Coke)
- 3 Fountain Drink Station (Coke)
- 2 steam n hold
- 1 Three compartment sink
- 1 Hatco (food warmer) UCF:4940 CF 136840
- 1 Citation Warmer UCF:4940 CF 136855 M:2025ST
- 1 Norlake (double freezer) UCF:4940 CF 136844 M:NF522555/0 S:07080285
- 1 Norlake (powered food prep station)
- 3 Fryer vats
- 2 Grill, UCF:4940 CF 136838, UCF:4940 CF 136839
- 1 Manitowoc (Ice) UCF:4940 CF 136874

2029

- 6 cash Registers
- 2 Dasani Cooler (Coke)
- 3 Fountain Drink Station (only one is attached) (Coke)
- 1 Norlake (double freezer) UCF:4940 CF 136865 M:NF522555/0 S:06111634
- 1 Norlake (double fridge) UCF:4940 CF 136864 M:NF522555/0 S:07080283
- 1 Victory (freezer) M:FA 10 87 S:H0750730

2033

- 4 cash Registers
- 1 Dasani Cooler (Coke)
- 3 Fountain Drink Station (Coke)
- 1 Three compartment sink
- 1 Dip n' Dots (small freezer)
- 1 Ice cream (medium cooler)
- 2 Blue Bell (small cooler)

- 1 Portable popcorn machine
- 4 Portable beer carts
- 3 drinks rollers (red)

2043

- 5 cash Registers
- 1 Dasani Cooler (Coke)
- 3 Fountain Drink Station (Coke)
- 1 hotdog
- 2 steam n hold
- 1 Three compartment sink
- 1 Hatco (food warmer) UCF:4940 CF 136840
- 1 Citation Warmer UCF:4940 CF 136855 M:2025ST
- 1 Norlake (double freezer) UCF:4940 CF 136844 M:NF522555/0 S:07080285
- 1 walk in cooler (Norlake)
- 1 ice machine (Manitowoc)

2049

- 4 cash Registers
- 2 Dasani Cooler (Coke)
- 1 Three compartment sink
- 4 Portable Bar

KnightFaire 1

- 2 Fountain Drink station (Coke)
- 2 Ice machine
- 1 Dasani (small) cooler (Coke)

KnightFaire 2

- 1 Fountain Drink station (Coke)

ATTACHMENT C
GENERAL ADMISSIONS SEATING
FY17 MENU AND PRICING

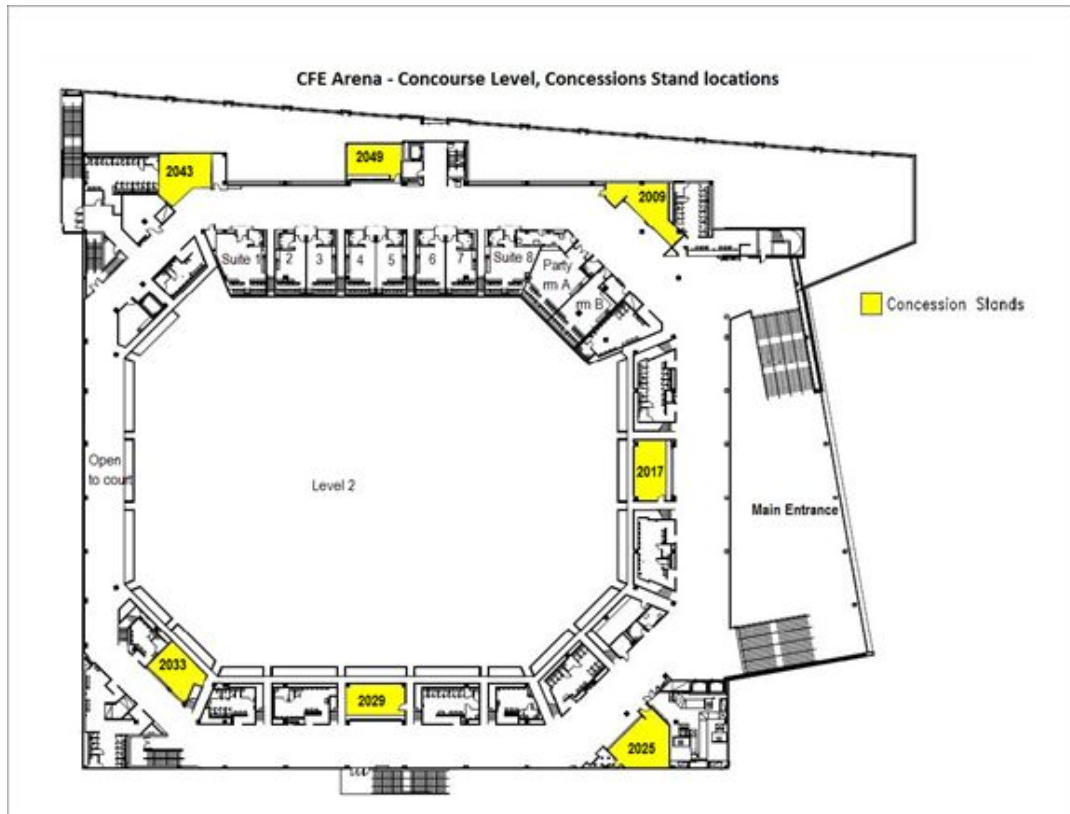
| Type | Description | Venue | Price |
|---------------|---|--------------|--------------|
| Beverage | 20-oz Bottled Soda – Coke, Coke Zero, Diet Coke, Sprite | | \$4.00 |
| Bottled Water | 20-oz Bottled Water | Arena | \$3.50 |
| Beverage | 22-oz Soda Cup | Arena | \$4.00 |
| Beverage | 32-oz Refillable Cup | Arena | \$8.00 |
| Beer | Bottled Beer - Bud Lite | Arena | \$7.00 |
| Beer | Bottled Beer - Budweiser | Arena | \$7.00 |
| Beer | Bottled Beer - Coors Lite | Arena | \$7.00 |
| Beer | Bottled Beer - Miller Lite | Arena | \$7.00 |
| Sub Food 1 | Breakfast Muffin Sandwich | Arena | \$4.00 |
| Sub Food 1 | Candy - Gummi Factory W | Arena | \$4.50 |
| Sub Food 1 | Candy - M&M Peanut | Arena | \$4.50 |
| Sub Food 1 | Candy - M&M Plain | Arena | \$4.50 |
| Sub Food 1 | Candy - Sour Punch Straws | Arena | \$4.50 |
| Sub Food 1 | Cantina Nacho | Arena | \$7.00 |
| Sub Food 1 | Cheese Fries | Arena | \$5.00 |
| Sub Food 1 | Chicken Fajita Nacho | Arena | \$9.00 |
| Sub Food 1 | Chicken Tender - White B | Arena | \$8.00 |
| Sub Food 1 | Chips - Assorted | Arena | \$2.50 |
| Beverage | Coffee - 12-oz Hot | Arena | \$3.50 |
| Sub Food 1 | Cracker Jacks - Regular | Arena | \$3.50 |
| Beer | Draft Beer - Coors/Miller Cu | Arena | \$6.50 |
| Sub Food 1 | Fries | Arena | \$4.00 |
| Liquor | Frozen Drinks | Arena | \$10.00 |
| Sub Food 1 | HB/CB/Chick Basket | Arena | \$9.00 |
| Sub Food 1 | Hot Dog (6:1) | Arena | \$4.00 |
| Sub Food 1 | Hot Dog - Footlongs | Arena | \$6.00 |
| Sub Food 1 | Ice Cream - Chips Galore S | Arena | \$4.00 |
| Sub Food 1 | Ice Cream - Cookies & Cream | Arena | \$4.00 |
| Sub Food 1 | Ice Cream - Nut n Butter | Arena | \$4.00 |
| Sub Food 1 | Ice Cream - Orange Dream | Arena | \$4.00 |
| Sub Food 1 | Ice Cream - Strawberry Fruit | Arena | \$4.00 |
| Liquor | Liquor Cup - Double | Arena | \$14.00 |
| Liquor | Liquor Cup - Single | Arena | \$8.00 |
| Sub Food 1 | Nacho Tray | Arena | \$3.50 |

| | | | |
|------------|-------------------------------|---------|---------|
| Sub Food 1 | Peanuts | Arena | \$4.00 |
| Sub Food 1 | Pizza | Arena | \$7.00 |
| Sub Food 1 | Popcorn Box | Arena | \$3.50 |
| Beverage | PowerAde | Arena | \$4.00 |
| Liquor | Premium Liquor - 1 Cup Double | Arena | \$15.00 |
| Liquor | Premium Liquor - 1 Cup Single | Arena | \$9.00 |
| Sub Food 1 | Pretzel | Arena | \$3.25 |
| Sub Food 1 | Pretzel Braid | Arena | \$4.00 |
| Sub Food 1 | Pulled Pork Nacho | Arena | \$8.00 |
| Sub Food 1 | Pulled Pork Sandwich Bun | Stadium | \$7.00 |
| Sub Food 1 | Soufflé Cup for Cheese | Arena | \$1.00 |
| Wine | Wine - Glass | Arena | \$9.00 |

Average Item Price (excluding
Alcoholic beverages) \$4.85

| |
|--|
| <p>ATTACHMENT C CATERING MENUS</p> |
|--|

The catering menus can be downloaded from the Procurement Services website
<http://procurement.ucf.edu/solicitations/> under ITN1724NCSA.



Attachment B

Solicitation Summary

ITN1724NCSA Concession Food Services Management for UCF Convocation Corporation

Objective of ITN

Seeking an innovative and proactive partner to provide food services at Arena facilities (CFE Arena and The Venue. Specifically, the Agreement will provide for the exclusive rights and obligations for Concessions Sales and the non-exclusive opportunity to provide Catering/Premium Services.

The University's goal is to create an innovative, state-of-the-art concessions program that will provide the following:

- Focus on customer service, quality and affordability
- Enhanced revenue opportunities and increased market share
- Creative and innovative concepts that include local and national brands
- Facility Investment and a Commission structure commensurate to the University's stature

Contract Term (Original – as advertised in ITN)

The term ("Term") of the contract (to be prepared by the University and signed by the University and the selected contractor) will be for **Ten (10) years**, beginning on or about **October 1, 2018**. The University shall have the option to renew the contract for four (4) 5-year renewal terms by providing the Contractor with one hundred twenty (120) days written notice of intent to renew prior to the expiration of the Term or Renewal Term.

Estimated Value of Contract

Less than \$2.5M over the first five years of the contract.

Timeline

| | |
|------------------------|-------------------|
| ITN Advertised | May 8, 2018 |
| Preproposal/Site Visit | May 16, 2018 |
| Proposals Due | June 8, 2018 |
| Evaluators Review | June |
| Negotiations | July - September |
| Best and Final Offers | September 5, 2018 |

Decision Maker

Ronnie Korosec Associate Provost and Chief of Staff for Academic Affairs

Evaluators

| | |
|-----------------|----------------------------|
| Robert Taft | UCF Internal Audit |
| Bert Francis | UCF Finance & Accounting |
| Sherry Andrews | UCF General Counsel Office |
| Beverly Seay | UCF Board of Trustees |
| David Albertson | |

Facilitators

Nellie Nido UCF Procurement Services
 Greg Robinson UCF Procurement Services

This solicitation was sent to 14 suppliers, various Chambers of Commerce, Florida State Minority Supplier Development Council, and was posted on the UCF Procurement Services website, and Florida Vendor Bid System.

Offers Received

Spectra
 Valley Services

**Financial Analysis Initial Offers
 Concessions and Catering
 10-year contract**

| Commission | |
|---------------------------------------|---------------------------------|
| Spectra | Valley Services |
| Concession Food 37.5% <\$750,000 | Concession Food 30% |
| Concession Food 40% >\$750,000 | Concession Alcohol 10% |
| Concession Alcohol 40% <\$500,000 | Catering Food and Alcohol 12% |
| Concession Alcohol 42.5% >\$500,000 | Subcontractor: Varies by vendor |
| Catering Food and Alcohol 15% | |
| Subcontractor (net) 25% | |
| | |
| | |
| Facility Investment | |
| Spectra | Valley Services |
| Arena Facility \$125,000 | Arena Facility \$125,000 |
| Arena Technology \$125,000 | Arena Technology \$50,000 |
| Arena Other \$40,000 (refresh year 6) | Arena Other \$155,000 |
| Catering \$25,000 | Catering \$100,000 |
| \$315,000 | \$430,000 |

Reference checks conducted for both vendors.

Both vendors presented on August 15, 2018

- Food tasting on various items
- Customer service
- Staff training

- Cleanliness of work areas
- Food concepts
- Staffing

Negotiations

Asked both vendors questions regarding subcontractor commissions, catering commissions, facility investments, working with UCFCC contractor that oversees VIP Premium areas and a revised proposal on a five-year contract with renewals not to exceed 10 years in total.

Financial Analysis Negotiations Concessions and Catering 5-year contract

| Commission | |
|---|--|
| Spectra | Valley Services |
| Concession Food 36% <\$750,000 | Concessions 23% up to \$400,000 |
| Concession Food 40% >\$750,000 | Concessions 28% \$400,001 to \$1,000,000 |
| Concession Alcohol 40% <\$500,000 | Concessions 33% \$1,000,001 to \$1,500,000 |
| Concession Alcohol 42.5% >\$500,000 | Concessions 38% \$1,500,001 to \$2,000,000 |
| Subcontractor (net) 25% | Concessions 43% \$2,000,001 |
| | |
| Catering Food and Alcohol 15%<\$250,000 | Catering Food and Alcohol 15% |
| Catering Food and Alcohol 20%<\$250,000-\$400,000 | Subcontractor: Varies by vendor |
| Catering Food and Alcohol 25%<\$400,000 | |
| | |
| | |
| Facility Investment | |
| Spectra | Valley Services |
| Arena Facility \$125,000 | Arena Facility \$95,000 |
| Arena Technology \$125,000 | Arena Technology \$15,000 |
| Arena Other \$40,000 (refresh year 6) | Arena Other \$50,000 |
| Catering \$25,000 | Catering \$75,000 |
| \$315,000 | \$235,000 |

Both vendors agreed that UCF will review and approve the use of subcontractors (national and local brand concepts).

Best and Final Offers

| Commission | |
|---|--|
| Spectra | Valley Services |
| Concession Food 36% <\$750,000 | Concessions 23% up to \$400,000 |
| Concession Food 42.5% >\$750,000 | Concessions 28% \$400,001 to \$1,000,000 |
| Concession Alcohol 40% <\$500,000 | Concessions 33% \$1,000,001 to \$1,500,000 |
| Concession Alcohol 44% >\$500,000 | Concessions 38% \$1,500,001 to \$2,000,000 |
| Subcontractor (net) 25% | Concessions 43% \$2,000,001 and up |
| Catering Food and Alcohol 15%<\$250,000 | Catering Food and Alcohol 15% |
| Catering Food and Alcohol 20%<\$250,000-\$400,000 | Subcontractor: Varies by vendor |
| Catering Food and Alcohol 25%<\$400,000 | |
| | |
| | |
| Facility Investment | |
| Spectra | Valley Services |
| Arena Facility \$125,000 | Arena Facility \$95,000 |
| Arena Technology \$125,000 | Arena Technology \$15,000 |
| Arena Other \$40,000 (refresh year 6) | Arena Other \$50,000 |
| Catering \$40,000 | Catering \$75,000 |
| \$330,000 | \$235,000 |

Summary of Offers**Spectra**

- Specific experience in university and commercial arena concessions and catering.
- Local support for staffing and management.
- Improved commission structure based on tiers.
- Facility investments for concessions, technology, and catering.
- Ability to start for basketball season.
- 5 and 10 year financial proposals.

Valley Services

- Specific experience in zoos, museums, and catering.
- National/Local support for staffing and management with various branches of business.
- Improved commission structure based on tiers.
- Facility investments for concessions, technology, and catering.
- Transition and time needed for obtaining proper licenses and ramping up for basketball season.
- 5 and 10 year financial proposals.

Board of Trustees Meeting - Reports

Attachment C



ITN1724NCSA - Concession Food Services Management - UCF Convocation Corporation Scoring Summary

Active Submissions

| | A - Base Contract - Concessions | A-1 - Financials | A-2 - Branded Affiliations | A-3 - Organizational & Staffing Plan | A-4 - Training Programs | A-5 - Customer Service & Quality Control | A-6 - General Admissions Menu | A-7 - Transition Plan | A-8 - Financial Projections | A-9 - Company History and Qualifications | A-10 - Event Information Recaps and Reporting | A-11 - Creative Design Concs | A-12 - Conformance to ITN Conditions |
|-------------------------------------|---------------------------------|------------------|----------------------------|--------------------------------------|-------------------------|--|-------------------------------|-----------------------|-----------------------------|--|---|------------------------------|--------------------------------------|
| Supplier | 825 | 175 | 100 | 100 | 75 | 100 | 75 | 75 | 25 | 25 | 25 | 25 | 25 |
| Spectra Food Services & Hospitality | 703 | 146 | 85 | 91 | 64 | 85 | 63 | 57 | 21 | 25 | 25 | 20 | 21 |
| Valley Services | 637 | 129 | 70 | 81 | 66 | 77 | 69 | 57 | 18 | 13 | 19 | 16 | 22 |

| | B - Catering Services | B-1 - Financials | B-2 - Customer Service & Quality Control | B-3 - Catering/Premium Menu | B-4 - Transition Plan |
|-------------------------------------|-----------------------|------------------|--|-----------------------------|-----------------------|
| Supplier | 375 | 125 | 100 | 100 | 50 |
| Spectra Food Services & Hospitality | 309 | 103 | 87 | 83 | 36 |
| Valley Services | 263 | 94 | 77 | 58 | 34 |

ITEM: AUD-1

**University of Central Florida
Board of Trustees
Audit and Compliance Committee**

SUBJECT: Internal Compliance, Ethics, and Risk Charter

DATE: September 6, 2018

PROPOSED COMMITTEE ACTION

Approve the charter for University Compliance, Ethics, and Risk Office.

BACKGROUND INFORMATION

The University Compliance, Ethics, and Risk office provides centralized and coordinated oversight of the university's ethics, compliance, and risk mitigation efforts. The charter formally defines the purpose, authority, and responsibility of the office and staff. It further establishes the programs position within the organization, authorizes access to records, personnel, and physical properties, and defines the scope of compliance, ethics, and risk activities. The charter was revised to update the reporting structure of the office.

Supporting documentation: Attachment B: University Compliance, Ethics, and Risk Office Charter

Prepared by: Christina L. Serra, Director of Compliance and Ethics and Interim Chief Compliance and Ethics Officer

Submitted by: Christina L. Serra, Director of Compliance and Ethics and Interim Chief Compliance and Ethics Officer

Attachment B

UNIVERSITY COMPLIANCE, ETHICS, AND RISK CHARTER

Purpose and Mission

University Compliance, Ethics, and Risk provides oversight and guidance to university-wide ethics, compliance, and enterprise risk management activities, and fosters a culture that embeds these disciplines in all university functions and activities. The office provides centralized and coordinated oversight through the ongoing development of effective policies and procedures, education and training, monitoring, communication, risk assessment, and response to reported issues as required by Chapter 8 of the Federal Sentencing Guidelines and Board of Governors Regulation 4.003. These guidelines and regulation set forth the requirements of an effective compliance and ethics program and require promoting compliance with laws and ethical conduct.

The mission of the office is to support and promote a culture of ethics, compliance, risk mitigation, and accountability.

Reporting Structure and Independence

University Compliance, Ethics, and Risk reports administratively to the president ~~and the vice-president and executive chief of staff,~~ and functionally to the Audit and Compliance Committee of the Board of Trustees. This reporting structure promotes independence and full consideration of compliance, ethics, and risk recommendations and action plans.

The chief compliance and ethics officer and staff shall have organizational independence and objectivity to perform their responsibilities and all activities of the office shall remain free from influence.

Authority

University Compliance, Ethics, and Risk has the authority to review or investigate all areas of the university, including its direct support organizations and faculty practice plan. Reviews and investigations shall not be restricted or limited by management, the president, or the Board of Trustees. University Compliance, Ethics, and Risk has unrestricted and timely access to records, data, personnel, and physical property relevant to performing compliance reviews and investigations, and to allow for appropriate oversight and guidance related to compliance, ethics, and risk mitigation efforts.

The chief compliance and ethics officer will notify the president and request remediation of any unresolved restriction or barrier imposed by any individual on the scope of any inquiry, or the failure to provide access to necessary information or people for the purposes of such inquiry. If unresolved by the president or if the inappropriate restriction is imposed by the president, the chief compliance and ethics officer will notify the chair of the Audit and Compliance Committee of the Board of Trustees. If not resolved, the chief compliance and ethics officer will notify the Board of Governors through the Office of the Inspector General and Director of

Compliance.

Documents and records obtained for the above purposes will be handled in compliance with applicable laws, regulations, and university policies and procedures. As required by law, University Compliance, Ethics, and Risk will comply with public records requests.

Duties and Responsibilities

The duties and responsibilities of the chief compliance and ethics officer and staff include projects and activities that fulfill the requirements for an effective compliance and ethics program as required by Chapter 8 of the Federal Sentencing Guidelines and Board of Governors Regulation 4.003. The University Compliance, Ethics, and Risk Program (Program) will be reasonably designed to optimize its effectiveness in preventing or detecting noncompliance, unethical behavior, and criminal conduct. The Program's design supports mitigation of risks to the university and its employees and provides safe harbor in the event of misconduct or noncompliance. The following elements define the duties and responsibilities of the office:

1. Oversight of Compliance and Ethics and Related Activities
2. Development of Effective Lines of Communication
3. Providing Effective Training and Education
4. Revising and Developing Policies and Procedures
5. Performing Internal Monitoring, Investigations, and Compliance Reviews
6. Responding Promptly to Detected Problems and Undertaking Corrective Action
7. Enforcing and Promoting Standards through Appropriate Incentives and Disciplinary Guidelines
8. Measuring Compliance Program Effectiveness
9. Oversight and Coordination of External Inquiries into Compliance with Federal and State Laws and Take Appropriate Steps to Ensure Safe Harbor

The chief compliance and ethics officer and staff will:

- Develop a Program plan based on the requirements for an effective program. The Program plan and subsequent changes will be provided to the board of trustees for approval. A copy of the approved plan will be provided to the board of governors.
- Provide training to university employees and Board of Trustees' members regarding their responsibility and accountability for ethical conduct and compliance with applicable laws, regulations, rules, policies, and procedures. The Program plan will specify when and how often this training will occur.
- Obtain an external review of the Program's design and effectiveness at least once every five years. The review and any recommendations for improvement will be provided to

the president and Board of Trustees. The assessment will be approved by the Board of Trustees and a copy provided to the Board of Governors.

- Identify and provide oversight and coordination of compliance partners responsible for compliance and ethics related activities across campus and provide communication, training, and guidance on the Program and compliance and ethics related matters.
- Administer and promote the UCF IntegrityLine, an anonymous mechanism available for individuals to report potential or actual misconduct and violations of university policy, regulations, or law, and ensure that no individual faces retaliation for reporting a potential or actual violation when such report is made in good faith.
- Maintain and communicate the university's policy on reporting misconduct and protection from retaliation and ensure the policy articulates the steps for reporting and escalating matters of alleged misconduct, including criminal conduct, when there are reasonable grounds to believe such conduct has occurred.
- Communicate routinely to the president and the board of trustees regarding Program activities. Annually report on the effectiveness of the Program. Any Program plan revisions, based on the chief compliance and ethics officer's report, shall be approved by the Board of Trustees. A copy of the report and revised plan will be provided to the Board of Governors.
- Promote and enforce the Program, in consultation with the president and board of trustees, consistently through appropriate incentives and disciplinary measures to encourage a culture of compliance and ethics. Failures in compliance and ethics will be addressed through appropriate measures, including education or disciplinary action.
- Initiate, conduct, supervise, coordinate, or refer to other appropriate offices such inquiries, investigations, or reviews deemed appropriate in accordance with university regulations and policies, state statutes, and/or federal regulations.
- Make necessary modification to the Program in response to detected non-compliance, unethical behavior, or criminal conduct and take steps to prevent its occurrence.
- Assist the university in its responsibility to use reasonable efforts to exclude within the university and its affiliated organizations individuals whom it knew or should have known through the exercise of due diligence to have engaged in conduct not consistent with an effective Program.
- Coordinate or request compliance activity information or assistance as necessary from any university, federal, state, or local government entity. Oversee and coordinate external inquiries into compliance with federal and state laws and take appropriate

steps to ensure safe harbor in instances of non-compliance.

University Compliance, Ethics, and Risk provides guidance on compliance, ethics, and related matters to the university community. The office collaborates with compliance partners and senior leadership to review and resolve compliance and ethics issues and coordinate compliance and ethics activities, accomplish objectives, and facilitate the resolution of problems.

To ensure University Compliance, Ethics, and Risk staff has the capabilities to perform the duties and responsibilities as described the chief compliance and ethics officer will:

- Maintain a professional staff with sufficient size, knowledge, skills, experience, and professional certifications
- Utilize third-party resources as appropriate to supplement the department's efforts
- Perform assessments of the program and make appropriate changes and improvements

Professional Standards

University Compliance, Ethics, and Risk adheres to the *Florida Code of Ethics* and the *Code of Professional Ethics for Compliance and Ethics Professionals*.

The University Compliance, Ethics, and Risk Charter will be reviewed at least every three years for consistency with applicable Board of Governors and university regulations, professional standards, and best practices. Subsequent changes will be submitted to the Board of Trustees for approval. A copy of the charter and any subsequent changes will be provided to the Board of Governors.

Approved by the UCF Board of Trustees January 13, 2017

ITEM: CL-1

**University of Central Florida
Board of Trustees**

SUBJECT: Collective Bargaining Agreement Between the University of Central Florida
Board of Trustees and the Police Benevolent Association

DATE: September 27, 2018

PROPOSED BOARD ACTION

Ratify the three-year collective bargaining agreement between the University of Central Florida Board of Trustees and the Police Benevolent Association.

BACKGROUND INFORMATION

The law enforcement officers, corporals, and sergeants at the University of Central Florida are represented for purposes of collective bargaining by the Central Florida Police Benevolent Association. The parties entered into a three-year collective bargaining agreement that expires on September 30, 2018, and pursuant to that agreement, negotiations for a successor agreement began in July 2018. The parties reached tentative agreement on the resulting three-year collective bargaining agreement on September 5, 2018. The University of Central Florida administration recommends in favor of ratification.

Supporting documentation: Three-year Collective Bargaining Agreement Between the University of Central Florida Board of Trustees and the Police Benevolent Association

Prepared by: Maureen Binder, Associate Vice President and Chief Human Resources Officer

Submitted by: John Sprouls, Chair of the Compensation and Labor Committee

Attachment A

AGREEMENT

This Agreement is between the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES (hereinafter referred to as the “Board” or “University”), and the CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the “PBA” or “Union”).

Attachment A

Article 1

RECOGNITION

Section 1. The Board hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2. The Florida Public Employees Relations Commission issued Certification No. 1408 in Case No. RC-2003-001, and as a result thereof, the Board recognizes the PBA as the exclusive collective bargaining representative for the following bargaining unit:

INCLUDED:

All sworn law enforcement officers employed by the University of Central Florida certified pursuant to Chapter 943, Florida Statutes, in the classifications of law enforcement officer, law enforcement corporal, law enforcement sergeant, and law enforcement investigator.

EXCLUDED:

All other employees of the University of Central Florida excluding specifically the classifications of law enforcement lieutenant, law enforcement captain, law enforcement major, assistant chief of police, and chief of police.

Additionally INCLUDED in the unit are the following classifications that were created following the issuance of Certification No. 1408: law enforcement officer first class. Additionally EXCLUDED from the unit are the following classifications that were created following the issuance of Certification No. 1408: law enforcement commander (or commander) and deputy chief of police.

Section 3. The parties agree and understand that if the University creates a new law enforcement classification that the University determines is not in the bargaining unit, the University shall so notify The Employee Grievance Representative and the PBA, in writing. Within fifteen (15) days of such notification, the PBA shall notify the University in writing if it has any objection to the University designating such new classification as non-bargaining unit. If no such written notification is provided to the University within fifteen (15) days, the University's designation of the new classification shall be deemed final and binding upon the parties. If, however, the PBA does provide the University with timely notification, the parties shall meet to discuss such classification designation. If, following such discussion, the PBA disagrees with the University's designation of the classification, it may seek to resolve the matter through the procedures of the Florida Public Employees Relations Commission.

Attachment A

Article 2

NON-DISCRIMINATION

Section 1. Neither the PBA nor the University shall unlawfully discriminate against any employee on the basis of his union activities and/or membership or non-membership.

Section 2. Neither the University nor the PBA shall discriminate against any employee based upon any protected category, as outlined in University Regulation UCF-3.001. Any such allegations shall be subject to the University's procedures, and after exhaustion of such procedures, to the procedures of the Equal Employment Opportunity Commission and/or the Florida Commission on Human Relations. Under no circumstances shall the grievance/arbitration procedures set forth in this Agreement be utilized to process any such allegations.

Section 3. The PBA agrees to support the University's affirmative action programs.

Section 4. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Attachment A

Article 3

MANAGEMENT RIGHTS

Section 1. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the University prior to this Agreement are retained by the University, and may be exercised without prior notice or consultation with the PBA.

Section 2. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, the University shall have the right to exercise its sole and exclusive discretion and authority on all of the following matters:

2.1 To manage the University and the Police Department and exercise sole and exclusive control and discretion over the organization and operations thereof.

2.2 To determine the purpose and functions of the University and the Department.

2.3 To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the University and the Department to be necessary for the operation/improvement of the Department, and to select, manage, direct, and evaluate all management, supervisory, administrative and other personnel. The PBA local university representative shall be notified in writing of any proposed changes and additions to Departmental general orders, policies or substantive procedures five (5) calendar days prior to implementation. This notice period is not applicable where emergent issues exist which require expeditious action to post new or revised Departmental general orders, policies or substantive procedures. The PBA may submit to the Chief written recommendations within one week of notification.

~~The parties agree that this provision shall not be grievable.~~

2.4 To take such measures as the University may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby.

2.5 To set methods, means of operations and standards of service to be offered by the Department, and to contract such operations/services to the extent deemed necessary, practical and feasible by the University in its sole discretion.

2.6 To decide the number, location, design and maintenance of the Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the University.

2.7 To determine the qualifications of all employees of the Department. To select, examine, hire, classify, reclassify, train, assign, schedule, direct, transfer, promote, lay off, retain and manage all employees of the Department. To demote for disciplinary reasons, discharge and otherwise discipline for just cause.

2.8 To increase, reduce, change, modify or alter the size and composition of the work force.

Attachment A

2.9 To determine the extent of its operations, to determine when any part of the complete operation shall function or be halted, and to determine when, where, and to what extent operations/services shall be increased or decreased.

2.10 To establish, change or modify employees' duties, tasks, responsibilities or requirements.

Section 3. If, in the sole discretion of the President or designee, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or similar catastrophe, the provisions of this Agreement may be suspended by the University during the time of such declared emergency (except for payment of wages and benefits hereunder).

Section 4. The selection and assignment of non-bargaining unit supervisory and managerial personnel are the sole responsibility of management, and shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 5. Provided, however, that nothing in this article shall preclude the PBA from seeking to bargain over the implementation of a management decision if the decision impacts the established wages, hours, or terms and conditions of employment of unit employees.

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Article 4

EMPLOYEE REPRESENTATION

Section 1. The PBA shall be permitted to have one Employee Grievance Representative and two Alternate Employee Grievance Representatives. The PBA shall provide written notification to the Chief of Police and the Human Resources Director of the names of the employees designated as the Employee Grievance Representative and the Alternate Employee Grievance Representatives. In the event the Employee Grievance Representative is on vacation or is otherwise absent from work, an Alternate Employee Grievance Representative may act as the Employee Grievance Representative.

Section 2. The PBA may be represented by a PBA Staff Representative or legal counsel in addition to or in lieu of an Employee Grievance Representative or Alternate Employee Grievance Representative.

Section 3. Upon the approval of the Police Chief or his designee, the PBA Staff Representative (or legal counsel) and/or the Employee Grievance Representative (or the Alternate Employee Grievance Representative) shall be permitted a reasonable period of time within which to meet with the Police Chief, the Human Resources Director, or any Departmental management official concerning a formal grievance or matter of interpretation of this Agreement. The exercise of this right by the PBA Staff Representative (or legal counsel) and/or the Employee Grievance Representative (or the Alternative Employee Grievance Representative) shall not impede Departmental or University operations.

Section 4. The PBA shall be permitted to use University facilities for PBA meetings under the same terms and conditions as other non-University sponsored organizations.

Section 5. Upon written request of the PBA, the University will, upon an annual basis, provide a list of bargaining unit employees with the name, classification title, gross salary, and date of hire for each employee.

Section 6. If such documents are not available on line, the University shall provide the PBA with a copy of the personnel rules and the Departmental policies and procedures, including General Orders, applicable to the employees covered hereunder. The University shall also maintain a copy of its personnel rules and Departmental policies and procedures at a location within the Department accessible to employees, and employees shall be notified of such location.

Section 7. Employees may request accrued annual leave for the purpose of attending PBA conventions, conferences, meetings, and negotiating sessions in the same manner and under the same conditions as are applicable to other annual leave requests. Upon the approval of the Police Chief or his designee, members of the PBA's negotiating committee may be permitted to adjust their work schedules to accommodate negotiation meeting dates and times in order to retain their full-time work hours for the pay period, without use of personal leave. Under no circumstances will the Police Chief approve schedule adjustments for attendance at negotiating sessions where he determines that such approval would result in additional costs to the Department, or the reduction of on-duty staff to an unacceptable level.

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Section 8. Where available, the University shall provide the PBA space on an existing bulletin board in the Police Department Headquarters, Lake Nona, and at the Rosen School location for PBA use. Where such bulletin board is not available, the Department agrees to provide wall space for the PBA's own key-locked bulletin board at UCF Police Headquarters; provided that such PBA bulletin board shall not be larger than four feet by three feet. Such bulletin board will be provided by PBA, installed by Physical Plant staff, and all costs for installation shall be paid by PBA. In addition, in order to comply with Section 9 and 10, a key to any PBA provided key-locked bulletin board will be provided to the police chief. The PBA shall utilize the bulletin board for the posting of PBA business and information, as follows:

- notice of union meetings;
- notice of union elections and results;
- copies of the union's constitution and bylaws and amendments thereto;
- notice of PBA recreational and social affairs;
- minutes of union meetings;
- names of PBA officials and changes thereto;
- notices of dues increases.

Section 9. The PBA shall post no material on its bulletin board which may be characterized as political (other than PBA local or state elections), which may encourage insubordinate behavior or which is derogatory or demeaning of any University or Department official or the operations of the University or the Department. The PBA shall cause all materials to bear the name or initials of the PBA official who authorized the posting and the date of authorization. A copy of all materials to be posted shall be provided to the Chief of Police or his designee at the time of posting. Materials which violate the provisions of this Article should not be posted and may be removed by the Chief of Police.

Section 10. The PBA may use the Department e-mail to distribute the information specified in Section 8 above to the bargaining unit employees; provided that a copy of such information must be provided to the Chief (or his designee) at the time of distribution. Section 9 above shall apply to any such e-mail distribution.

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Article 5

WORK STOPPAGES

Section 1. The PBA, its officers, representatives, agents or members covered by this Agreement shall not engage in, instigate, or support any strike, work stoppage, slowdown, or picketing in furtherance of any strike or work stoppage, slowdown or refusal to perform assigned work. Picketing, as used herein, shall mean any action which prevents any employee of the University from reporting to or continuing work or prevents the public from entering any University facility. Picketing for purely informational purposes shall not be prohibited.

Section 2. Recognizing that Florida law prohibits the activities enumerated in Section 1 above, the parties agree that the University shall retain the right to discipline or discharge any employee participating in or promoting any of the aforementioned prohibited activities.

Section 3. It is recognized by the parties that the activities enumerated in Section 1 are contrary to the ideals of professionalism and to the Department's responsibility. Accordingly, it is agreed that in the event of any violation of this Article, the University shall be entitled to seek legal and/or equitable relief in any court of competent jurisdiction.

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Article 6

INTERNAL INVESTIGATIONS AND DISCIPLINARY ACTION

I. Internal Investigations

Section 1. It is understood that the University has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of misconduct, the university reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused employees.

Section 2. Whenever an employee is under investigation and subject to interrogation which could lead to disciplinary action, the investigative methods used will be consistent with the Law Enforcement Officers' Bill of Rights, Florida Statutes, Chapter 112, Part VI. Specifically, the following procedures will be followed in the conduct of an interrogation of an employee:

2.1 The employee under investigation shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation.

2.3 The interrogation shall be conducted at a reasonable hour, preferably at a time when the bargaining unit employee is on duty. The interrogation shall take place at the Departmental headquarters or other established Departmental location.

2.4 The bargaining unit employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time, unless specifically waived by the officer under investigation (F.S. 112.532,(1)(c)).

2.5 The bargaining unit employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the names of all complainants.

2.6 Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

2.7 The bargaining unit employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

2.8 The formal interrogation of a bargaining unit employee, including all recess periods, shall be recorded on audiotape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated bargaining unit employee, a copy of any such recording of the interrogation session shall be made available to the interrogated bargaining unit employee no later than 72 hours, excluding holidays and weekends, following said interrogation.

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2.9 If the bargaining unit employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

Section 3. No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits, or which might otherwise be considered a punitive measure, shall be taken against any bargaining unit employee unless such bargaining unit employee is notified of the action and the reason or reasons therefore prior to the effective date of such action.

Section 4. No bargaining unit employee shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his employment or appointment, or be threatened with any such treatment, by reason of his exercise of the rights granted by the Law Enforcement Officers' Bill of Rights.

Section 5. To the extent required by applicable law, a complaint filed against a bargaining unit employee with the Department and all information pertained pursuant to the investigation by the Department of such complaint shall be confidential and exempt from the provisions of Section 119.07(1) until the investigation ceases to be active, or until the Chief or the Chief's designee provides written notice to the employee who is the subject of the complaint, either personally or by mail, that the Department has either:

- A. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
- B. Concluded the investigation with a finding to proceed with disciplinary action or to file charges.

The employee who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the employee under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the employee under investigation immediately prior to the beginning of the investigative interview.

Section 6. The findings of Internal Affairs Investigations shall be labeled as follows:

6.1 Sustained — a finding or a conclusion that an allegation is supported by a preponderance of evidence.

6.2 Unfounded — a finding or a conclusion that there is no credible evidence whatsoever to support the allegation.

6.3 Not sustained — a finding or a conclusion that sufficient credible evidence was lacking to prove or disprove the allegation.

6.4 Exonerated — a finding or a conclusion that the incident occurred, but the individual's actions were consistent with departmental policy.

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Section 7. The definition of interrogation is as follows: “Interrogation” refers to a disciplinary investigation meeting with respect to an incident or complaint in which the information to be obtained at the investigation meeting will be the basis for the decision as to whether to issue a written reprimand, suspend, demote, or dismiss the employee. It does not include counseling sessions or investigations which may result in oral reprimands. It also does not include meetings at which the employee is solely being advised of intended disciplinary action and offered an opportunity to explain why he should not be disciplined.

Section 8. No bargaining unit employee shall be required or compelled to submit to any device/test designed to measure the truth of his response(s) to any question(s) asked during an internal investigation.

Section 9. A citizen making a complaint against an employee covered hereunder shall be requested to reduce such complaint to a signed writing and provide supporting documentation. If the citizen’s complaint is verbal, the Department shall reduce it to writing.

Section 10. Only “sustained” findings which result in disciplinary action will be inserted in an employee’s official personnel file. Unfounded, unsubstantiated, and exonerated findings shall be retained in Internal Affairs files by file number or by name of complainant in accordance with the record retention policies of the State of Florida.

Section 11. An employee shall have the right to inspect and make notes of his individual records, and no records will be hidden from the employee’s inspection. One (1) copy of the final investigative report will, upon request, be provided to the subject employee at no cost.

Section 12. At the discretion of the Chief of Police, in consultation with the Associate Vice President of Human Resources, an employee charged with conduct of such a nature as to impede job performance or endanger the public may be suspended pending an investigation outcome. Suspension may be with or without pay until findings and charges, if any, are determined.

Section 13. All internal investigations must be completed and finalized in accordance with the Law Enforcement Officer’s Bill of Rights.

II. Disciplinary Action

Section 14. The University and the PBA encourage to the fullest degree employee behavior which is positive and supportive of the goals of effective management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee’s conduct and job performance are inconsistent with those goals.

Section 15. Employees may be demoted, suspended, dismissed, or otherwise disciplined for just cause.

Section 16. Employees shall receive a copy of any disciplinary action at the time such disciplinary action takes place. A copy of any disciplinary action taken will be placed in the employee’s personnel file housed in Human Resources.

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Section 17. This article shall not restrict supervisors from issuing oral reprimands or letters of counseling. Oral reprimands and letters of counseling shall not be subject to the grievance procedure. Letters of counseling are non-disciplinary. Oral reprimands and letters of counseling will not be placed in the Human Resources personnel file.

Section 18. Grievability of Disciplinary Actions:

18.1 Written reprimands may be grieved only through Step 2 of the Grievance Procedure. After two years have elapsed from the date of the written reprimand, such reprimand will not be used for escalating the level of future disciplinary action.

18.2 Suspension, disciplinary demotion, and reduction in pay for disciplinary reasons may be grieved through Step 3 of the Grievance Procedure and on to Arbitration.

18.3 Dismissals may enter the Grievance Procedures at Step 2 for expediency and may be grieved through to Arbitration.

Section 19. Discipline Dispute Resolution Process (DDRP):

A DDRP affords an employee, who is subject of an administrative policy violation and/or investigation that may lead to disciplinary action and the Police Department an opportunity to internally mediate a mutually acceptable resolution prior to formal disciplinary processes.

19.1 The employee may request a Discipline Dispute Resolution Meeting (DDRM) at any time prior to a final receipt of discipline or prior to filing a formal grievance. The purpose of the meeting will be to discuss potential discipline and administrative charges in order to determine if a consensus resolution can be reached on the appropriate charges and discipline, if any.

19.2 The requesting employee shall complete a Request to Initiate a DDRP form (DDRP Request Form), which is located on the Police Department's intranet, and shall return the form to the Professional Standards Commander. The DDRP Request Form will be forwarded for review by the Chief of Police. The Chief of Police will notify the requesting employee of an approval or disapproval of the request in no later than seven (7) calendar days from date of receipt.

19.3 The Department shall set the time and date of the DDRM to be within ten (10) days of acceptance to proceed with the request. The meeting shall be held with the Deputy Chief, the requesting employee and the employee's supervisor, or an appropriate designee. The requesting employee is required to personally attend, but may be accompanied by an employee representative during the proceeding, if so desired. Should the employee wish to include legal counsel, the employee must provide the Deputy Chief with seven (7) days advance notice. The university may include legal counsel at its option as well.

19.4 Should the parties reach a consensus, that consensus shall be reduced to writing by the Deputy Chief. In the event that a DDRM results in a disciplinary action being forthcoming, the Deputy Chief shall have the authority to approve up to one-hundred and twenty (120) hours of suspension. Suspension may be paid or unpaid at the Deputy Chief's discretion.

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19.5 Discipline as result of a DDRM process in excess of one hundred and twenty (120) hours, demotions, or terminations will be forwarded to the Chief of Police for his approval in consultation with the Associate Vice President of Human Resources. The Chief's decision shall be forwarded to the Deputy Chief and the employee to effect the conclusion and signing of a final agreement. Upon mutual signing of the agreement, the resolution shall be implemented and the investigation and grievance process shall be considered complete.

19.6 Should an executed resolution agreement fail to be forthcoming from a DDRM effort, the matter will progress as if no meeting had been held. Nothing discussed at the DDRM shall be binding upon any party unless a final agreement has been signed by the employee and the Deputy Chief. Nothing discussed at the meeting shall be used against the employee or the university in the event a resolution fails to be implemented. The parties agree that should information discussed at the DDRM later be discovered independently, it may be used as long as the discovery is not a direct result of the Chief, Deputy Chief or designee/s disclosing the information by having such knowledge through the DDRM.

19.7 Should the PBA not be represented at the DDRM; or, if present and not in agreement with the employee on the level of discipline accepted and agreed upon, the PBA will not be held to the discipline accepted in any future cases. The PBA shall be notified of any final agreement in all cases handled through a Discipline Dispute Resolution Process.

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Article 7

DUES DEDUCTION

Section 1. Any member of the PBA who has submitted a properly executed written dues authorization card or statement to the University may have his PBA dues deducted from his wages. Dues shall be deducted on a semi-monthly basis and shall, thereafter, be transmitted to the PBA or its designated depository. The University, however, shall have no responsibility or liability for the improper deduction of any dues. Further, the PBA shall hold the University harmless for any errors in the administration of the dues deduction system. It shall be the responsibility of the PBA to notify the University of any change in the amount of dues to be deducted at least 60 days in advance of said change. Under no circumstances shall the University be required to deduct PBA fines, penalties, or non-uniform assessments from the wages of any member.

Section 2. Any authorization for dues deduction may be cancelled by the employee upon written notice to the University with a copy to the PBA. The University shall implement the cancellation within two pay periods of receipt of the written notice.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the PBA will be deducted from the employee's last paycheck.

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Article 8

GRIEVANCE AND ARBITRATION

Section 1. Bargaining unit employees will follow all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

Section 2. A “grievance” is a claimed violation of this Agreement, including, but not limited to, the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will, or need be, entertained or processed, unless presented in the manner described herein on the Grievance Forms listed in this Agreement as Exhibits A through C, and unless filed in a manner provided herein within the time limit prescribed herein. Grievances are limited to claims which are dependent for resolution upon interpretation or application of one or more express provisions of this Agreement. Discipline will not normally be increased above the level stated in the Predetermination Notice issued by Human Resources. However, should additional information or evidence become available during the review of the discipline, Human Resources will be required to issue a new Predetermination Notice should more severe discipline be proposed.

Section 3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits. Once a grievance is filed, only those acts or omissions and sections of the agreement identified at the initiation of the grievance may be considered at subsequent steps in the grievance process.

STEP ONE: The aggrieved employee shall present his grievance in writing to the Deputy Chief, or his designee, within ten (10) calendar days from the date following the act or omission giving rise to the grievance, or ten(10) calendar days from the date the grievant acquires knowledge, or could have reasonably been expected to have acquired knowledge of the act or omission which gave rise to the grievance on the prescribed grievance forms, which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Deputy Chief or his designee shall forward a copy of the grievance to the Police Chief and the University’s Human Resources Executive Director. The Deputy Chief or his designee shall meet with the Grievant, his PBA representative (if any), and the supervisor(s) involved, and shall render his decision on the grievance in writing with copies to the Grievant, the Police Chief, the Human Resources Executive Director, and the PBA within fourteen (14) calendar days of such meeting.

STEP TWO: Any grievance which cannot be satisfactorily settled in STEP ONE above shall then be taken up with the Police Chief or his designee. The grievant shall file the Step Two grievance with the Police Chief within ten (10) calendar days after the Deputy Chief

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or designee's response in STEP ONE above. At this step, the grievance must be signed by the employee and shall state: (a) the date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and Sections of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Police Chief or his designee shall conduct a fact-finding meeting with the Grievant, his PBA representative (if any), and the Deputy Chief or his designee. Thereafter, the Police Chief, or his designee, shall issue his decision in writing on the grievance, with copies to the Grievant, the Human Resources Executive Director, and the PBA within fourteen (14) calendar days after presentation of the grievance at the fact-finding meeting.

STEP THREE: Any grievance which cannot be satisfactorily settled in STEP TWO above shall then be taken up with the Human Resources Executive Director, or his designee. The grievance, as specified in writing in STEP ONE above, shall be filed with the Human Resources Executive Director, or his designee, within ten (10) calendar days after the date of the Police Chief's response in STEP TWO above. The Human Resources Executive Director, or his designee, will conduct a meeting with the Grievant, his PBA representative and appropriate Department management. Thereafter, the Human Resources Executive Director, or his designee, shall issue his decision in writing on the grievance, with copies to the Grievant, the PBA, and the Department within fourteen (14) calendar days after the presentation of the grievance at this Step.

Management decisions which deny written grievances, in whole or in part, must contain the reasons for the denial.

Section 4. Arbitration is the final step of the UCF due process procedures available to a grievant. If the Grievant is not satisfied with the decision of the Human Resources Executive Director, or his designee, in STEP THREE above, PBA may submit written notice of Arbitration by hand delivery, or by certified or registered mail, to the Human Resources Executive Director postmarked within twenty-one (21) calendar days of receipt of the Human Resources Executive Director's written decision at the conclusion of Step Three. Said written notice of arbitration shall include a written statement of the position of the Grievant with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the grievance filed at the initial entry step of the grievance procedure.

Section 5. Selection of Arbitrator

5.1 The parties agree to use Federal Mediation and Conciliation Service (FMCS) for purposes of identifying an arbitration panel for the grievance. The parties seeking have seven (7) calendar days from submission of the notice of arbitration to make a request to FMCS for selection of an arbitration panel. The other party will be notified in writing what date that the request has been made to FMCS.

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5.2 The parties agree that FMCS shall be asked to provide a list of no more than five (5) eligible arbitrators for the matter. To be eligible to serve as an arbitrator for the matter, the individual must be registered with FMCS and must have or use a Florida address from which to bill for travel and travel expenses. The parties agree that FMCS shall first use a Metropolitan designation for identifying an arbitration panel and, only if that panel is rejected by the parties, FMCS shall second use a Sub-Regional designation for identifying an arbitration panel.

5.3 As an alternative to requesting a panel or as an alternative to the panel provided by FMCS, the parties may agree independently to the selection of an arbitrator and request a direct appointment of that arbitrator by FMCS.

5.4 If the parties request a panel from FMCS, the parties shall confer regarding the selection of an arbitrator. Either party may reject the panel in which case the parties may request a second panel from FMCS. The other party may reject the second panel, in which case a third panel may be requested from FMCS. Once there is a panel that is not rejected, then the parties will select an arbitrator from the panel by alternately striking from the panel until one name remains. The party to strike first shall be determined by the flip of a U.S. quarter.

Section 6. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the University, and the Union in writing. The expenses of the arbitration, including the fee and the expenses of the arbitrator, shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of its transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.

Section 7. The arbitrator will confine his consideration and determination to the written grievance presented in its initial step of entry of the grievance procedure. The arbitrator shall have no authority to substitute his judgment for that of management and/or to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by arbitrator to supersede applicable state and federal laws or regulations.

Section 8. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The issue before the arbitrator shall be whether a specific provision of this Agreement was violated. Either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

Section 9. No decision of any arbitrator or of the University in one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of straight time (i.e., no overtime) wages of the particular employee involved, less any unemployment compensation that he received during the period involved. Additionally, in calculating any back wages award, the arbitrator shall consider whether the employee met his duty to mitigate losses during the period involved.

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Section 10. It is agreed, with respect to the above wages or retroactive adjustment, that no arbitrator shall have the right to determine that back wages or other retroactive adjustment shall be awarded for a period in excess of one (1) month prior to the date of filing the grievance which is being ruled upon.

Section 11. It is agreed, with respect to this grievance and arbitration procedure, that:

11.1 It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the Grievant.

11.2 Grievances not submitted by the Grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance may not be entertained or processed, and only facts disputed as to timing for deadline purposes by either the grievant or by the university management will be the subject of any arbitration resulting from the matter. A grievance that is not subject to failure in timely response by either party shall permit the Grievant to proceed to the next Step, and failure of the Grievant to proceed on a timely basis to each successive next Step shall bar the grievance.

11.3 If any deadline falls on a Saturday or Sunday, University holiday, or other time during which the University is closed for regular business the action subject to the deadline will be deemed timely, if accomplished by close of business the next business day.

11.4 The parties may mutually agree in writing to extend any deadline under the Grievance/Arbitration procedure.

Section 12. Nothing in this Article shall be construed to prevent any employee from presenting his own grievance with whomever he wants to represent him. It is understood that either an individual, an attorney, or the Union may represent a Grievant, but under no circumstances shall more than one person represent the Grievant at any step of the grievance procedure. In the event the University is notified that the Grievant is representing himself or is otherwise not being represented by the Union, the University shall so notify the Union. The Union may monitor and attend such grievance steps on personal or leave time but may not participate otherwise.

Section 13. Where a grievance is general in nature in that it applies to a group of employees rather than a single employee, or if the grievance is directly between the Union and the Department or the University, such grievance shall be presented in writing directly to the Police Chief within ten (10) calendar days of the occurrence of the event or events that gave rise to the grievance, or the date on which the filing party or parties knew, or reasonably should have known, of the event, if that date is later. The grievance shall be signed by one or more aggrieved employee, or by the PBA on their behalf. Thereafter, the grievance shall be processed in accordance with the procedures set forth in STEPS TWO and THREE above; provided, however, that the grievance must contain the detailed information required in STEP ONE above.

Section 14. A non-dues-paying bargaining unit employee may avail himself of all procedures under this Article. In so doing, such non-dues-paying bargaining unit employee shall

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be required to bear the full cost of preparing and presenting his own case and his arbitration expenses as set forth in Section 6 above.

Section 15. This grievance and arbitration procedure shall be the sole and exclusive procedure for any bargaining unit employee to contest discharge or other disciplinary action or any alleged violation of this Agreement.

Section 16. The parties may mutually agree to waive Steps 1 and 2 of the grievance procedure in order to expedite the processing of a grievance.

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Article 9

LABOR-MANAGEMENT NON-BARGAINING COMMITTEES

Section 1. Labor-Management Committee. There shall be a Labor-Management Committee which shall consist of six (6) members. Three (3) members shall be designated in writing by the PBA. Three (3) members shall be designated by the University: one (1) representative from the Police Department management ranks, one (1) from Human Resources, and one (1) mutually agreed upon by the Chief of Police and the Associate Vice President for Human Resources. Membership on this committee shall preclude any member from serving on Collective Bargaining Teams.

Section 2. The Labor-Management Committee may meet on a quarterly basis (e.g., January-March, April-June, etc). If either Labor or Management makes a request for the Committee to meet, then it shall meet in the quarter of that request or as soon thereafter as possible. If neither party requests a Labor-Management Committee meeting for a given calendar quarter the meeting for that quarter shall be deemed waived.

Section 3. The sole function of the Labor-Management Committee shall be to discuss general matters pertaining to employee relations and Departmental operations. The Committee shall not engage in collective bargaining or resolution of grievances. The proceedings of the Committee shall be informal in nature. However, the members may mutually agree to issue a joint, written summary of a particular item discussed.

Section 4. The University will cooperate with the PBA to schedule the Labor-Management Committee meetings at times when the three (3) members designated by the PBA are off duty. In no event shall Labor-Management Committee meetings result in compensation for bargaining unit employees. However, upon the approval of the Police Chief, an employee designated to attend the Labor-Management Committee meeting on behalf of the PBA may be permitted to adjust their work schedules to accommodate Committee meeting dates and times in order to retain their full-time work hours for the next pay period without use of personal leave. Under no circumstances will the Police Chief approve schedule adjustments for attendance at meetings where he determines that such approval would result in additional costs to the department or the reduction of on-duty staff to an unacceptable level.

Section 5. Bargaining Agreement Administration Committee. Upon a request and mutual agreement of either the PBA and the University, there shall be a consultative meeting between the Vice President of Administration and Finance (or his designee) and up to two (2) additional members of his management staff and up to three (3) local PBA representatives, to discuss matters pertinent to the administration of this Agreement. The party requesting consultation shall submit a written list of items to be discussed no later than two (2) weeks in advance of the meeting. The other party shall also submit a written list of items in advance of the meeting if it wishes to discuss additional issues. The parties agree that such consultations may be used to resolve problems or engage in discussions regarding the administration of the Agreement; provided, however, that such meetings shall not constitute or be used for the purpose of collective bargaining. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked. Under no circumstances will the Police Chief approve schedule adjustments

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for attendance at meetings where he determines that such approval would result in additional costs to the department or the reduction of on-duty staff to an unacceptable level.

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Article 10

ASSIGNED DUTIES

Section 1. Assigned Duties

Employees shall be required to perform the duties set forth in their classification specifications descriptions and Departmental policies and such other duties as are related to public safety at the University.

Section 2. Acting Ranks

An employee who is designated by written order of the Police Chief, or his designee, to temporarily serve in a higher rank shall receive an increase in pay for the time period of such service in accordance with University policy, which is the minimum of the range or ~~five-ten~~ (10) percent base salary increase, whichever is greater. The University policy is outlined in greater detail on the Human Resources website.

Section 3. Review of Acting Rank Status

An employee who claims that he has been regularly performing all of the duties of a position in a higher classification (i.e., Sergeant) but has not been credited with temporary service in such higher classification, may request the Human Resources Director to review his claim. Such review must be requested within fourteen (14) calendar days of the date for which the employee is claiming credit for temporary service in a higher classification.

Section 4. Investigations Unit

Any police officer with a minimum of two (2) consecutive years of employment in the Department; or three (3) years of recent sworn officer experience, with a least one (1) year as an investigator; or five (5) years of recent sworn officer experience, with another law enforcement agency, and not on probation with the UCFPD immediately prior to the assignment shall be eligible for the investigations assignment. The number of Investigators assigned and the length of their assignments shall be within the exclusive discretion of the Chief.

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Article 11

HEALTH AND SAFETY AND PHYSICAL FITNESS

Section 1. The University shall comply with all federal and state health and safety laws and regulations which apply to the work performed by the bargaining unit employees covered hereunder. The University and the PBA agree to work cooperatively toward reducing job-related injuries and workers' compensation costs.

Section 2. The University and the PBA agree that employees covered hereunder must maintain a satisfactory level of physical fitness in order to safely and efficiently perform their assigned duties and serve and protect the citizens and the members of the University community.

Section 3. Employee Health and Safety

3.1 The University requires employees to use or wear health and safety equipment, which shall be provided by the University.

3.1.1 The University agrees to provide individually fitted body armor to all sworn members.

3.1.2 All body armor issued must comply with protective and related requirements prescribed under current standards of the National Institute of Justice.

3.1.3 Body armor that is worn, damaged or expired shall be replaced by the University. Body armor that must be replaced due to misuse or abuse by the officer shall be paid for by the officer.

3.1.4 Officers shall wear only University-approved body armor.

3.1.5 Officers who are assigned to a uniformed function are required to wear body armor while engaged in field activities both on-duty and during off-duty employment, unless exempt as follows:

(a) When a physician determines that an officer has a medical condition that would preclude wearing body armor;

(b) When the department determines that circumstances make it inappropriate to mandate wearing body armor.

3.1.6 Non-uniformed sworn officers are required to wear body armor when responding to incidents where they may come into contact with suspects or where violence may take place.

3.2 When an employee believes an unsafe or unhealthy working condition exists, the employee shall immediately report the condition to his non-bargaining unit supervisor. The University and/or the Department shall investigate the employee's report and take whatever action is required under applicable health and safety laws or regulations.

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Section 4. Each bargaining unit employee shall be required to successfully complete the Physical Abilities (Fitness) Test established by the Division of Criminal Justice Standards Training of the Florida Department of Law Enforcement. The physical abilities test measures specific physical abilities through participation in a series of job-related tasks as follows:

- (a) Exiting car/enter trunk.
- (b) 220 yard run.
- (c) Obstacle course.
- (d) Dummy drag.
- (e) Obstacle course (repeat).
- (f) 220 yard run (repeat).
- (g) Weapon fire (dry).
- (h) Enter trunk/enter car.

The test is intended to be conducted in a continuous fashion resulting in a total composite score (i.e., time to complete the course). The test will be administered on a pass/fail basis. The highest passing time an applicant may achieve on the physical abilities test is 6:30 seconds. (Applicants scoring above 6:30 seconds fail the test.) The parties agree that if the FDLE authorizes any alternatives to the activities listed in this section (a) thru (h), the parties shall consult regarding such changes.

Section 5. Each bargaining unit employee shall be required to take the physical abilities test on an annual basis at a time designated by the Department within the period from November 15 through April 15.

Section 6. The bargaining unit employee who achieves the best score in the following age categories on the testing date shall receive a "Well Qualified" physical fitness pin for those outstanding performers.

- Unit members who are not older than age twenty-nine (29)
- Unit members who are at least age thirty (30) and not older than thirty-nine (39)
- Unit members who are at least age forty (40) and not older than forty-nine (49)
- Unit members who are at least age fifty (50)

Such awards shall be returned by unit members prior to the next annual awards ceremony.

Section 7. No employee will be eligible for any wage increase without having passed a physical abilities test at least once in a two-year period prior to the date the raise is to be awarded. If an employee is unable to medically perform the physical abilities test and the University has granted a medical waiver, such employee shall be required to take the test within thirty (30) days of release from the medical waiver. If an employee is on a pre-approved leave of absence and is unable to take the physical abilities test on the assigned date, such employee shall be assigned and required to take the test within thirty (30) calendar days of returning to duty.

Section 8. An employee who has a bona fide medical condition or injury which prevents taking the physical abilities test (or a portion thereof) will be dealt with on an individual basis. In all such cases, the University Physician will determine the nature and extent of the employee's medical condition or injury; whether the test should be postponed pending resolution of the employee's medical condition or injury (if such medical condition or injury is temporary);

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whether the test may be modified so as to accommodate the employees medical condition while still measuring the same physical abilities; and such other medically-related issues which facilitate proper measurement of the physical abilities necessary to successfully perform the employee's job.

Section 9. The University, at its discretion, may send any employee covered hereunder for a medical and/or psychological examination where there is a reason to believe that he is unfit for duty. Such examinations shall be conducted at no cost to the employee and shall be administered while the employee is on duty or is otherwise in paid status.

Section 10. In the event the examination set forth in section 7 and/or section 8 above determines the need for additional tests or information, the University will bear the cost associated with such additional tests, if so ordered, including the opinion(s) of additional physicians and/or psychologists.

Section 11. Nothing in this Article will prevent the employee from obtaining their own medical and/or psychological examination at the employee's expense to be utilized in the grievance procedure.

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Article 12

PERFORMANCE EVALUATIONS

Section 1. Performance Evaluations

1.1 Where an employee who has attained regular status in the class does not meet performance standards, the University shall develop a Performance Improvement Plan intended to correct performance deficiencies. A Performance Improvement Plan will be prepared by the supervisor with the assistance of Human Resources if needed. The plan will outline performance improvements that need to be made in order to achieve an “Effective” or above rating. This plan will be shared with the employee.

1.2 Such employee shall be granted, upon written request, an opportunity to discuss with an administrator at the next higher level concerns regarding the evaluation which rates the employee as not meeting performance standards. If that meeting does not resolve the employee’s concerns, the employee shall be granted, upon written request, a performance evaluation review conference with the Police Chief. The purpose of these reviews is to ensure that the performance evaluation leading to the requirement of a Performance Improvement Plan was not done in an arbitrary and capricious manner.

1.3 Once a Performance Improvement Plan is implemented, the employee shall have at least ninety (90) days to show adequate improvement in performance. If, at the end of the evaluation period, the Chief determines that the employee has not achieved adequate improvement in performance, the employee may be demoted from his current job class or terminated from service.

1.4 The University shall consult with the PBA prior to changing the current performance evaluation system.

Section 2. Grievability

A grievance may be filed by an employee who is terminated or demoted for deficiencies in accordance with the Department’s Performance Improvement Plan. To successfully contest his termination or demotion for failure to correct his performance deficiencies in accordance with the Department’s performance plan, the employee must establish that the action taken by the Department was ~~arbitrary and capricious~~ in no way supported by competent evidence. The grievance and arbitration procedure (Article 8) shall be the sole and exclusive procedure for contesting termination or demotion hereunder.

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Article 13

WORKDAY, WORK PERIOD, AND OVERTIME

Section 1. Work Period

1.1 The parties agree to utilize a fourteen (14) consecutive day work period for all bargaining unit employees.

1.2 The parties agree to operate under 29 U.S.C. §207(k) of the Fair Labor Standards Act in order to establish employees' overtime compensation. When an employee works more than eighty (80) hours in a fourteen (14) consecutive day work period, the employee shall receive overtime compensation. Overtime compensation shall be by cash payment, unless the Chief specifically authorizes (in writing) such overtime compensation by payment of compensatory time.

1.3 Overtime shall be scheduled in accordance with Departmental Policies and Procedures and administered in accordance with the provisions of this Article. Employees shall be required to work overtime when ordered.

1.4 Under no circumstances shall sick leave, vacation leave, or any other time not actually worked count as "time worked" or "hours worked" for purposes of calculating entitlement to overtime compensation.

1.5 This paragraph relates to an employee's ongoing, regular workweek, work hours, or days off. An employee will be given ten (10) calendar days' notice of a change in the employee's workweek, work hours, or days off, except in an emergency or to meet unforeseen law enforcement needs. Special duty and overtime assignments do not change an employee's regular workweek, work hours, or days off and therefore are not covered by this paragraph.

1.6 An employee who rotates to a different shift (based on a Department-wide shift rotation or a change in an individual's shift) shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment, except in an emergency or where staffing does not permit.

1.7 The Department will not mandate overtime for special events at the Arena or Stadium, UNLESS the Department gives the unit member at least three (3) calendar days' notice of the special event assignment or there is an unforeseen law enforcement need. An employee who has volunteered for a special event and then must call in sick, shall normally contact the Department at least four hours in advance of the special event report time, utilizing standard procedures. If an employee who is scheduled to work a special event, calls in sick prior to the event utilizing standard procedures, the Department shall be responsible to find a replacement, if any.

Section 2. Workday

2.1 For the purpose of this Agreement, workday shall mean the time during which an employee is on scheduled duty. A regular workday shall be twelve (12) hours for officers assigned

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to Patrol, and eight (8) hours or ten (10) for all other bargaining unit employees. It is understood that officers assigned to Patrol will work six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a work period.

2.2 Subject to work requirements, each employee shall be entitled to a paid meal period of thirty (30) minutes during his regular workday. Subject to work requirements, employees shall be allowed a fifteen (15) minute rest period during the first half of the workday and a fifteen (15) minute rest period during the second half of the work day.

Section 3. Compensatory Time

3.1 An employee may accumulate up to 80 hours of overtime compensatory time.

3.3 An employee may elect to sell back up to four forty (40) hour increments of special compensatory time, overtime compensatory time or vacation time annually if the Chief (Director) agrees to such "sell back." (The time of any such "sell back" must be approved by the Chief.) Each forty (40) hour increment must be from only one type of balance (special compensatory time, overtime compensatory time or vacation). This section defines the annual time period as the calendar year and the controlling factor shall be the date of payment.

Section 4. Compensation for Special Duty

4.1 When an employee works an event for which the department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled work period, and a holiday(s) occurs or the employee uses sick leave, annual leave, or administrative leave in that work period, such employee will receive premium (time and one-half) pay for hours worked at that event. K-9 officers shall receive a minimum of forty-five dollars (\$45.00) per hour, or the premium time, whichever is greater, for all time worked on the special duty assignment while working the event with his K-9.

4.2 An employee reporting to a special duty event shall be guaranteed two (2) hours of pay if an event is canceled or concluded prior to the end of the two hour period covered by the guaranteed pay provision. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting to such duty will cause the employee to lose eligibility for the guaranteed two (2) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed two (2) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed two (2) hour period. This two (2) hour guarantee applies to each continuous period of special duty, even if occurring during the same event. (For purposes of example only, this means that if an employee reports for special duty for a period of time and then is asked to report back three hours later for additional special duty, the employee will receive the two (2) hour guarantee for both periods of special duty for a total of four (4) hours or the actual hours worked, whichever is greater.)

Section 5. Patrol Shift Selection (Bids)

5.1 Patrol shift selection shall be conducted once a year. The employees shall select posted shifts and slots by seniority; except that up to one employee on each patrol shift may be

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assigned by the Department without regard to seniority. The Department will honor selections unless it is unable to fill a designated slot with a qualified employee or in order to staff the positions on each patrol shift without regard to seniority. In such case where there is not a qualified person who bid to fill a slot, the Department shall have the right to fill the vacant slot(s) with the most qualified employee. Agency Seniority, as used in this section, is defined as the time accruing to bargaining unit employees through continuous sworn full-time service while employed by the University. In the event that two or more personnel have the same Rank Seniority which is the same date of promotion to the rank, the employee with the most Rank Seniority held in the next lower rank shall have preference. Agency Seniority shall have preference if all Rank Seniority is equal. Agency Seniority shall start from the day an employee is hired to perform law enforcement services (sworn hire date) and shall not accrue while an employee is attending a law enforcement academy in order to be State certified as a Law Enforcement Officer.

5.2 With respect to employees assigned without regard to seniority in accordance with Section 5A above, no employee shall be so assigned more than once every three years.

5.3 With respect to employees assigned without regard to seniority in accordance with Section 5A above, any such assignment shall be for the duration of the posted shift cycle.

With respect to employees assigned without regard to seniority in accordance with Section 5.1 above, employees shall be given a written reason(s) as to the assignment.

Section 6. Shift Differential

6.1 A payment of shift differential for unit members who work patrol shifts other than the regular day shift will be set to meet the needs of the university.

6.2 Patrol unit members will be paid a shift differential salary additive for the entire shift when regularly assigned to work an evening or night shift of \$1.00 per hour where the majority of hours fall between 6:00 p.m. and 6:00 a.m.

6.3 The shift differential additive is included in the calculation of the employee's regular rate of pay for purposes of computing overtime pay.

6.4 Employees who select a shift or are assigned a shift according to the semi-annual shift selection process are eligible to receive a shift differential additive. Exceptions to this section may be approved by the chief for new hires and if an assignment is made between shift selection processes for a period of at least six pay periods.

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Article 14

BENEFITS AND AWARDS

Section 1. State Employee Health Insurance Program. The University and the PBA support legislation to provide adequate and affordable health care insurance to all state employees. If the University provides its own health insurance program, the employees covered hereunder will receive the same health insurance program, including benefit and premium schedules as is applicable to other non-faculty University employees.

Section 2. Death in the Line of Duty Benefits. Funeral and burial expenses, education benefits, and the State Employees Group Health Self-Insurance Plan premium for the employee's surviving spouse and children will be provided in accordance with applicable Florida Statutes. The surviving spouse and family shall be directly assisted by the University Police Department and the office of Human Resources in obtaining all applicable survivor's benefits.

Section 3. Retired Employees

3.1 Employees who have retired under the Florida Retirement System with the University shall be eligible, upon request, to receive on the same basis as other employees all benefits applicable to retirees under University policy.

3.2 Under normal retirement (i.e., as defined by the Florida Retirement System with the University Police Department or 25 years of service with the University Police Department) in good standing, including disability retirement, an employee shall be presented one complete uniform, including the badge worn by him, and an identification card clearly marked "RETIRED" consistent with the provisions of §112.193, Florida Statutes and an identification card and badge reflecting a one "military grade" honorary promotion. The employee shall be presented his firearm (if one has been issued as part of the employee's equipment); provided that the employee shall simultaneously execute a document transferring the ownership of any such firearm from the University to the employee and releasing the University from any liability for the subsequent use of such firearm.

Section 4. Tuition Waiver Program. The University is encouraged to accommodate employees seeking to take courses under the tuition-waiver course program referenced in UCF Employment Policies and Rules.

Section 5. Award Program. The University agrees to promote a program of recognition awards for employees which shall include:

5.1 Upon promotion, a framed certificate certifying the promotion;

5.2 Awards for bravery and outstanding service;

5.3 Service awards through the use of framed certificates, patches, or pins recognizing years of service with the University, specifically recognizing five (5), ten (10), fifteen (15), twenty (20), and twenty-five (25) years of service.

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Article 15

TRAINING OPPORTUNITIES

Law Enforcement Training: The University and the PBA recognize the importance of training programs to develop skills in law enforcement officers and supervisors. The University will make reasonable efforts to continue existing training programs in law enforcement techniques and to develop new programs and to ensure that opportunities to attend law enforcement and salary incentive training programs are equitably distributed among employees.

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Article 16

CHANGE IN ASSIGNMENT

An employee with regular status in his current classification who meets all of the Department's eligibility requirements may apply for a change in assignment to a different position in the same classification or a different classification having the same pay range maximum, a different work unit, or a different shift. Prior to filling a vacancy, the University shall consider pending requests for changes in assignment; provided, however, that nothing contained in this Agreement shall be construed to prevent the Chief, at his discretion, from filling a vacancy or changing an assignment in accordance with his determination of the needs of the Department.

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Article 17

COURT APPEARANCES PROCEEDINGS AND CALL-BACK

Section 1. Court Appearances. If an employee is subpoenaed or required to appear as a witness in a job-related ~~court case~~legal proceeding, not during the employee's regularly assigned shift, the employee shall have the option to either accept the witness fee or be granted a minimum of two and one-half hours (2½) which shall be counted as hours worked. Should the proceeding be more than two and one-half hours (2 ½) hours in duration, the employee shall be paid for all time required to be present in the proceeding and the time shall be counted as hours worked.

Section 2. Administrative Proceedings (including Student Conduct). Off-duty employees who are appearing by phone to a job-related issue in an administrative proceeding conducted by the University (including Student Conduct Proceedings) shall be paid for all off-duty time accumulated beyond fifteen (15) minutes, including reasonable and reported time spent preparing for the appearance. The employee is responsible for accounting for this time accurately on their time sheet or other time record.

Section 23. Call-Back. If an employee is called back to perform work beyond the employee's scheduled hours for that day, including an in-person appearance for a student conduct proceeding, the employee shall be credited with the greater of the actual time worked or two (2) hours.

Section 34. On-Call Assignment ~~(Investigations Unit)~~. "On-call" assignment shall be defined as any time when appropriate UCF management has specifically instructed the employee in advance, in writing, to remain available to work during an off-duty period. Only employees employed in the ~~Investigations Units~~specialty units ~~(either in an Investigator rank or pursuant to an assignment as an Investigator)~~ shall be assigned "on-call" status. An employee who is so instructed shall be required to leave word where the employee may be reached by telephone or by other electronic signal device in order to be available to return to a work location on short notice to perform assigned duties. While on call the employee shall maintain the appropriate physical condition for the performance of law enforcement duties. An "On-call" status employee ~~(Investigator rank or assigned as Investigator)~~ who is required to be on-call Monday through Friday shall be compensated by payment of a fee in an amount of one dollar (\$1.00) per hour for each hour such employee is required to be on-call. An employee who is required to be on-call on a Saturday, Sunday, or University recognized holiday will be compensated by payment of a fee in an amount equal to one-quarter (1/4) the base rate for the classification of the employee for each hour such employee is required to be available. Such additional "on-call" compensation shall remain in effect only so long as the employee is serving in the Investigator rank specialty unit ~~or is assigned as an Investigator~~ and is performing the required "on-call" assignments.

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Article 18

LAY-OFFS

Section 1. In the event of a lay-off, the University shall implement lay-off in accordance with ~~the procedures contained in the Rules and Regulations applicable to such action~~ university regulation UCF-3.0123. The parties agree that should layoffs of unit employees become necessary, UCF shall provide advanced written notice to the Union and promptly set a consultation meeting with the Union prior to layoff notices being issued to employees. The university will consider Union recommendations and concerns received prior to formal layoff notification.

Section 2. At the time of layoff notification, no employee with regular (non-probationary) status within an affected classification shall receive such notice while an employee on probationary status is serving in that classification.

Section 3. Employees in lay-off status will retain recall rights for eighteen (18) months from the date of lay-off and shall have preference over applicants on eligibility lists during such eighteen (18) month period. Such preference shall apply to the laid off employee's most recently held classification or a lower ranked classification. Recall will be made by certified mail to the last address in the employee's personnel records with a copy by regular mail to the Union. The employee must within seven (7) days of the certified receipt date, or in the case of the letter being returned as undelivered, the date of last attempted delivery noted by the US Postal Service, signify his intention to return to work, in writing, to the Office of Human Resources. Failure of the employee to provide timely notice hereunder shall result in forfeiture of recall rights.

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Article 19

PENSION

Pension will be as required by the State of Florida. Bargaining unit members may participate in the retirement options available through the Florida Retirement System, subject to eligibility and participation requirements established by the Florida Retirement System.

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Article 20

PROBATIONARY PERIODS AND PROMOTIONS

Section 1. Probationary Periods:

1.1 Each Law Enforcement Officer serves a probationary period of at least one year, which must include at least seven (7) months of active service following successful completion of FTO.

1.2 Law Enforcement Corporals and Sergeants serve a one-year probationary period that begins on the date of appointment.

1.3 Police officers serving their initial (entry) probationary period shall not be permitted to utilize the contractual grievance/arbitration procedure to contest discharge or other disciplinary action taken during probationary periods.

1.4 Bargaining unit employees serving a promotional probationary period shall be permitted to utilize the contractual grievance procedure for all purposes; except that a grievance challenging removal from the promotional position prior to the conclusion of the promotional probationary period shall be limited to Step 3 of the grievance procedure.

Section 2. Promotional Examinations. The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The University shall fill a vacant position with the qualified list of candidates passing the written test, who, in its judgment, is most qualified to perform the duties as described in the class specification, and position description. Unit members promoted to the ranks of corporal or sergeant shall receive the minimum salary range for that position or a ten percent (10%) increase in base salary, whichever is greater.

2.1 A written exam will be required of all employees who wish to be considered for a promotion and meet the minimum requirements as stipulated in Sections 2.13 and 2.14. Written exams will be based upon a job task analysis of the class of positions being tested and an assessment of the knowledge, skills, and abilities necessary to perform the requirements of the classes. The passing score that must be obtained will be seventy-five percent (75%).

2.2 An employee must submit a request to take a promotional exam to the UCF Police Department Human Resources liaison ~~office~~ no later than the first business day after January 1 of each calendar year. Such request shall indicate the class(es) to which the employee would like to be promoted.

2.3 Employees will be notified in writing of their eligibility or ineligibility for the ~~class(es) to which he applied for promotion~~ promotional examinations for which they have submitted a request. Sergeant and corporal promotional exams shall be given on even numbered years. Police Officer First Class promotional examinations shall be given on odd numbered years.

2.4 The Exam Administrator is to notify the University Human Resources Office and the ~~Director (Chief)~~ no later than January 15 of each calendar year, regarding: the date(s) of the

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exam; the place where the exam will be administered; the major categories to be covered by the exam; and the bibliography of courses from which exam questions have been taken (e.g., name of textbooks, departmental policies, general orders, special orders, etc.).

2.5 No later than February 1st of each calendar year, the University shall furnish to those eligible employees whose exam requests are on file in the University, a copy of the "NOTICE OF PROMOTIONAL EXAM" issued by the Exam Administrator. Only those employees whose names are furnished to the Exam Administrator will be eligible to take the promotional exam.

2.6 The Exam Administrator will notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the ~~Director~~ (Chief).

2.7 Placement on the appropriate promotional list will be based on passing the written examination.

2.8 The University promotional list shall be effective July 1st of each calendar year the exam is administered. Names shall be retained on the promotional list for a period of two (2) years.

2.9 The University's promotional list, consisting of the name, final passing score, and position on the appropriate list, shall be posted.

2.10 Eligibility to Take Promotional Examination(s).

(a) Corporal Exam. Any certified police officer who has immediately prior to the promotion examination - (i) a minimum of two (2) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of two consecutive years of certified law enforcement experience in another law enforcement agency - shall be eligible to take the promotional examination for Corporal if he otherwise meets all of the qualifications for the promotion. Any combination of experience may be used, so long as there is one year of certified law enforcement officer experience in the Department.

(b) Sergeant Exam. Any certified police officer who has immediately prior to the promotion examination - (i) a minimum of three (3) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of four consecutive years of other certified law enforcement officer experience - shall be eligible to take the promotional examination for Sergeant if he otherwise meets all of the qualifications for the promotion. Any combination of experience identified above may be used, so long as there is one year of certified law enforcement officer experience in the Department.

Section 3. Promotion Eligibility and Promotions.

3.1 Definition. For purposes of this article, the terms certified or certification shall refer to the official date of law enforcement certification as determined by the Florida Department of Law Enforcement.

~~2.8 If the University uses oral interviews, at least one (1) of the interviewers must be from an outside law enforcement agency. The local PBA representative will be provided the names~~

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~~of the individuals to serve on the interview committee. Questions asked at the oral interview will be limited to those that are clearly job related and the same questions will be asked of all applicants.~~

~~2.9 The University promotional list shall be effective July 1st of each calendar year the exam is administered. Names shall be retained on the promotional list for a period of two (2) years.~~

~~2.10 The University's promotional list, consisting of the name, final passing score, and position on the appropriate list, shall be posted.~~

~~2.11 Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, the only employees who may be considered for a vacancy shall be those having passed the written promotional exam and are on the University's promotional list. All qualified employees shall be interviewed in such case.~~

~~2.12 Employees who do not receive a promotion for which they applied will retain their position on the promotional list. When an employee declines a promotional job offer, the employee shall not be considered for promotion for the duration of that list.~~

~~2.13 Any certified police officer with (i) a minimum of three (3) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of four consecutive years of other certified law enforcement officer experience immediately prior to the promotional examination shall be eligible to take a promotional examination for Sergeant if he otherwise meets all of the qualifications for the promotion. Service as a Corporal shall not be a prerequisite for promotion to Sergeant. Any combination of experience identified above may be used, so long as there is one year of certified law enforcement officer experience in the Department.~~

~~3.2 Successful completion of the probationary period in the rank of Corporal shall be a prerequisite for promotion to Sergeant. If a law enforcement officer takes both the Corporal and Sergeant promotional examinations in the same test administration, and passes both examinations, the officer will not be eligible for promotion to Sergeant until after completing the probationary period in the position of Corporal. Therefore, a law enforcement officer taking and passing both the Corporal and Sergeant promotion examinations will be placed on both lists, but is not eligible for promotion to Sergeant until successfully completing the probationary period in the rank of Corporal.~~

~~2.14 Any certified police officer with (i) a minimum of two (2) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of two consecutive years of certified law enforcement experience in another law enforcement agency immediately prior to the promotional examination shall be eligible to take a promotional examination for Corporal if he otherwise meets all of the qualifications for the promotion. Any combination of experience may be used, so long as there is one year of certified law enforcement officer experience in the Department.~~

~~3.32.15~~ No employee shall be eligible for promotion, regardless of performance on the promotional examination, unless the employee has been ranked overall "Satisfactory" or higher on his last two (2) Performance Evaluations. No employee shall be eligible for promotion,

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regardless of performance on the promotional examination, if he has received formal disciplinary action above the level of written reprimand for an incident occurring within twelve (12) months prior to the actual appointment (promotion).

3.4 If the University uses oral interviews, at least one (1) of the interviewers must be from an outside law enforcement agency. The local PBA representative will be provided the names of the individuals to serve on the interview committee. Questions asked at the oral interview will be limited to those that are clearly job related and the same questions will be asked of all applicants.

3.5 Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, the only employees who may be considered for a vacancy shall be those having passed the written promotional exam and who are actively on the University's promotional list. All qualified employees shall be interviewed in such case. This provision does not change the requirement that a candidate for promotion to Sergeant must have successfully completed the probationary period in the rank of Corporal prior to consideration for promotion to Sergeant.

~~3.62-12~~ Employees who do not receive a promotion for which they applied will retain their position on the promotional list. When an employee declines a promotional job offer, the employee shall not be considered for promotion again for the duration of that list.

~~2.16 Definition. For purposes of this article, the terms certified or certification shall refer to the official date of law enforcement certification as determined by the Florida Department of Law Enforcement.~~

Section ~~43~~. Police Officer First Class Program.

~~34.1~~ Those officers meeting the eligibility requirements to take the promotional examination for corporal shall be eligible to test for Police Officer First Class.

~~34.2~~ Promotion to the rank of Police Officer First Class shall be based exclusively on the results of a written test. The examination request process, notification process and testing process shall be the same as indicated in 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6.

~~43.3~~ All officers who receive a passing score on the Police Officer First Class examination shall be promoted to the rank of Police Officer First Class.

~~43.4~~ Officers who attain the rank of Police Officer First Class shall receive a one-time payment of \$1,000 to reward their promotion. After the year of promotion, for each full calendar year in which an officer holds the rank of Police Officer First Class, the officer will be paid a bonus of \$1,000 no later than the first pay period of September.

~~43.5~~ The rank of Police Officer First Class shall not be used for shift selection or vacation preferences but shall be treated in the same manner as the Police Officer Rank for selection preferences.

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Article 21

LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Coverage: Life and Accidental Death & Dismemberment Insurance will be as mandated by state law.

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Article 22

VOTING

Twelve Hour (Day) Shift Employee. A twelve hour (day) shift employee who is registered to vote, but his scheduled shift prevents him from voting in a primary, general, or special election, shall vote by absentee ballot, early voting or other method which allows him to vote without conflict with his regular work schedule. In the event that a twelve hour (day) shift employee who is registered to vote is required to work on an election day, which is not his regularly scheduled workday, the Department shall allow him the necessary time off to vote if he could not reasonably anticipate that he would be unable to go to the polls. Such time off shall not exceed two (2) hours.

Attachment A

Article 23

DEFENSE AND INDEMNITY

Employees covered hereunder shall be governed by existing Florida law and University policy and practice concerning defense of lawsuits and payment of judgments.

Attachment A

Article 24

PREVAILING RIGHTS

The rights, privileges, and working conditions of employees covered hereunder shall be those set forth or incorporated herein by precise reference in this Agreement.

Attachment A

Article 25

LEAVE AND HOLIDAYS

Section 1. Leave. Vacation, sick, bereavement, and job-related disability leave shall be governed by existing University policy applicable to the bargaining unit employees and this agreement.

Section 2. Leave to Supplement Worker's Compensation Benefits and Alternate Duty. The use of paid leave to supplement worker's compensation benefits and the performance of alternate duty due to temporary inability to perform regular job duties as a result of an on-the-job injury shall be governed by existing University policy applicable to the bargaining unit employees.

Section 3. Holidays shall be governed by existing University policy and this agreement.

3.1 The following holidays are recognized paid holidays by the University:

New Year's Day – January 1
Martin Luther King's Birthday – Third Monday in January
Memorial Day – Last Monday in May
Independence Day – July 4
Labor Day – First Monday in September
Veteran's Day – November 11
Thanksgiving – Fourth Thursday in November
Day After Thanksgiving – Fourth Friday in November
Christmas Day – December 25

Holiday hours shall be observed as from 0001 to 2400 hours of the designated holidays enumerated above.

Attachment A

Article 26

VEHICLES

Section 1. The Chief or the Chief's designee shall have the exclusive discretion to approve and assign take-home vehicles. ~~Take home vehicles will not be assigned to bargaining unit employees who reside more than ten air miles from the University.~~ Employees assigned take-home vehicles must comply with university regulation UCF-4.031 and with the department ~~G~~general ~~O~~order 1013 regarding the use and care of such vehicles/motorcycles. Failure to do so could result in disciplinary action and/or loss of take-home vehicle privileges. The University shall have the sole and exclusive discretion to determine which car is assigned to each eligible officer.

Attachment A

Article 27

UNIFORMS AND EQUIPMENT

Section 1. Employees covered hereunder shall be responsible for maintenance of uniforms and equipment provided by the Department. If an employee can establish that a piece of equipment or uniform clothing provided by the University has been damaged, lost, or destroyed through no fault of the employee, the Department will replace such piece of equipment or uniform clothing at no cost to the employee. If an employee is unable to establish the a piece of equipment or uniform clothing provided by the University was damaged, lost, or destroyed through no fault of the employee, the employee may be subject to disciplinary action.

Section 2. All bargaining unit employees shall receive a standard issue of uniforms and uniform accessories in accordance with current Departmental policy. Requests for replacement of uniforms (or uniform items) will be honored at the Department's expense if the employee's request is attributable to normal wear. Employees are responsible for any alterations required for uniforms provided by the University. Employees are also responsible to purchase footwear meeting Departmental standards.

Section 3.

3.1 Uniform Maintenance and Shoe Allowance. The University will provide employees who are furnished and required by the University to wear a uniform, a uniform maintenance allowance in the amount of ~~\$400~~~~450~~.00 annually, unless laundry and dry cleaning facilities are available and the service is furnished by the University without cost to the employees. In addition, such employees shall receive a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

3.2 Clothing Allowance. Employees assigned to full-time plain clothes positions shall receive a clothing allowance in the amount of ~~\$650~~~~700~~.00 annually, and a shoe allowance in the amount of \$150.00 annually, unless shoes are furnished by the University.

Section 4. Replacement of personal property. In the discretion of the Chief, an employee, while on duty and acting within the scope of his employment, who suffers damage to or destruction of his watch or prescription eyewear, or such other item of personal property as has been given prior approval by the University as being required by the employee to properly perform the duties of his position, may be reimbursed or have such property repaired or replaced. To be considered for such reimbursement, repair, or replacement, the employee must provide the Chief with a written statement detailing the circumstances under which such property was damaged or destroyed. Such statement must contain the time, date, and specific nature of the incident which resulted in the damage or destruction and the names of any witnesses thereto. This statement shall be reviewed by the employee's ~~Lieutenant~~~~Commander~~, who shall render his recommendation to the Chief. The decision to grant (or not grant) reimbursement, repair, or replacement (and any applicable amount) shall be within the exclusive discretion of the Chief. Under no circumstances shall the amount of any such reimbursement, repair, or replacement exceed \$75.00 for a watch or \$400 (including any required examination) for prescription eyewear.

Attachment A

Section 5. Safety Equipment. Employees shall notify the Department ninety (90) days prior to the expiration of any safety equipment (e.g., safety armor and pepper spray).

Attachment A

Article 28

NO SMOKING POLICY

Section 1. Police Department personnel comply with the University Smoke-Free Policy which prohibits smoking on all university owned, operated, leased, and/or controlled properties in order to maintain a healthy and safe environment for its students, staff, faculty and visitors.

Section 2. Police Department personnel shall not use any tobacco or “vaping” products at any time while conducting Police Department business, operating a University vehicle, while wearing a department uniform, or while in contact with any member of the public during a Police Department operation or assignment.

Attachment A

Article 29

WAGES

Section 1. Salary Increases.

1.1 For Fiscal Year 201~~87~~-1~~98~~, the University will implement, ~~a 2.5%~~ across-the-board salary increases to eligible employees, effective ~~September 22, 2017~~ the first pay period after ratification of this agreement. ~~Additionally, for officers, market adjustment increases will be~~ as follows:

For the ranks of Police Officer and Police Officer First Class, 3.5%. ~~a 3.5% market adjustment.~~

For the ranks of Corporal and Sergeant, ~~a 4.0% market adjustment.~~

~~For the rank of Sergeant, a 4.5% market adjustment. As noted in Section 3, unit members below the minimum starting pay range for their respective ranks shall first be brought to the minimum starting pay range. Should their new minimum pay range be less than the market adjustment agreed to in this section, the unit member shall be given the difference between the starting pay range and the market adjustment. The difference shall be calculated as an hourly rate and shall be added to the unit member's hourly base pay. The market adjustment shall be calculated as an hourly rate and added to the unit members' base pay.~~

This agreement does not infringe upon any legislative increases which may be authorized by the Florida legislature above the contractual percentages established in this Article.

1.2 The increases in 1.1 shall be expressed as an hourly rate and added to the hourly base salary of each bargaining unit member.

1.3 In the event that any increase provided for in this subsection would have the effect of increasing a unit member's salary above the maximum pay for the range, the unit member's base salary shall be raised to the extent permitted without exceeding the maximum range. Any additional amount needed to total the applicable percentage contained herein shall be paid to the unit member as a one-time supplement that does not become part of ~~his~~ the unit member's base salary.

Section 2. Eligibility Criteria for Salary Increases

2.1 Employees are eligible for the increases referenced in this article unless an employee has a current performance appraisal evaluation rating of not meeting performance standards in effect on the date salary increases are implemented.

2.2 Employees are eligible for the increases referenced in this article if they were employed in a regular position on June 30, 201~~87~~, and continuously employed until the administration of the increases.

2.3 Employees who have given notice of a resignation or received notice of termination of employment prior to the implementation of such salary increases shall be ineligible.

Section 3. The pay ranges for each of the respective ranks are as follows:

Attachment A

1. Officer: \$~~44,1092,824~~ - \$~~59,83597,812~~
2. Corporal: \$~~50,09848,404~~ - \$~~66,0133,474~~
3. Sergeant: \$~~56,4804,570~~ - \$~~78,6755,649~~

Once an officer is sworn and certified, the Law Enforcement Officer shall receive no less than 95 percent of the minimum salary for a two-month period during the Law Enforcement Officer FTEP. After this two-month initial training period, the Law Enforcement Officer shall receive no less than the minimum salary listed above for the duration of the FTEP.

Section 4. Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the University shall seek to have the contract or grant modified to permit such increases.

Section 5. Nothing contained herein prevents the University from providing salary increases beyond those increases specified. Prior to such salary increases being administered, the University shall adhere to the required statutory obligations as contained in FS Chapter 447.

Section 6. Investigations Unit. Any bargaining unit member assigned to work in the Investigations Unit will receive a five (5) percent differential added to base pay for the period of assignment to Investigations.

Section 7. Field Training Officer (FTO) Pay. FTO pay shall be at the rate of ~~thirty~~ forty five (4535) dollars per shift.

Section 8. K-9 Handlers will receive an additional forty-five (45) minutes of compensable time per calendar day while assigned to handle a department canine.

Attachment A

Article 30

TOTALITY OF AGREEMENT

Section 1. The University and the PBA acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to present proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at by the University and the PBA are thereby as set forth in this Agreement, and that it shall constitute the entire and sole agreement between the parties for its duration.

Section 2. The University and the PBA, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or commonplace within the parties at the time they negotiated or signed this Agreement.

Section 3. Modifications. Nothing herein shall preclude the University or the PBA from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

Attachment A

Article 31

SAVINGS CLAUSE

If any provision of this Agreement should be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body having amendatory power to change a law, rule, or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed, or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Attachment A

Article 32

DURATION

This Agreement shall be effective on the date subsequent to ratification by the PBA and approval by the Board of Trustees and shall remain in full force and effect through and including September 30, ~~2018~~2021. Should either party desire to negotiate a new agreement to succeed this agreement, it shall notify the other in writing. Upon such notification, negotiations shall proceed in accordance with the Florida Public Employees Relations Act.

For fiscal year 201~~96~~2017 and ~~2017-18~~2020-21, the parties agree to a Wages re-opener. Additionally, each party may re-open for negotiations up to two articles from the contract. The parties shall give notice of intent to re-open negotiations over wages and other articles identified in the notice no later than July 1st in 201~~96~~ and 20~~2017~~2018. The re-opener notice may be sent U.S. Mail or through an e-mail message to, as applicable, the UCF Chief HR Officer or the identified PBA lead negotiator.

EXHIBIT A

University of Central Florida – PBA

GRIEVANCE FORM – STEP 1

(Deliver this form to the appropriate Deputy Chief or Designee at the Police Department)

This grievance was received by the University on _____ (date) by:

[CHECK ONE] _____ Certified or registered return receipt requested mail; OR
_____ Personal delivery.

(FAX AND EMAIL DOCUMENTS DO NOT CONSTITUTE AN ACCEPTABLE FORMAT FOR FILING OF GRIEVANCES.)

GRIEVANT NAME: _____

Classification/Title: _____ Office Phone: _____

Statement of Grievance: Article(s) and Section(s) of the Agreement allegedly violated:

Describe the alleged incident, act, or occurrence which gave rise to the grievance, including date(s):

Specifically, I request the following action be taken as a remedy to my grievance:

Representation: I will be represented in this grievance by: [CHECK ONE]
_____ Self _____ PBA _____ Legal Counsel _____ Other

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Signature of Grievant

(This grievance will not be processed if it is not signed by the grievant.)

Date

The Step 1 review shall be transmitted to Grievant by personal delivery with written documentation of receipt or by certified mail, return receipt requested. Major or designee shall forward a copy to the Police Chief, the University's Human Resource Executive Director, and Grievant's PBA representative (if any).

EXHIBIT B

University of Central Florida – PBA

REQUEST FOR STEP 2

(Deliver this form and attachments to the Police Chief or designee)

This request for review was received by the University on _____ (date) by:

[CHECK ONE] _____ Certified or registered return receipt requested mail; OR
_____ Personal delivery.

(FAX AND EMAIL DOCUMENTS DO NOT CONSTITUTE AN ACCEPTABLE FORMAT FOR FILING OF GRIEVANCES.)

GRIEVANT NAME: _____

Classification/Title: _____ Office Phone: _____

DATE OF STEP 1 DECISION: _____

Date Step 1 Decision was received by Grievant or Grievant Representative: _____

Describe the reasons for requesting that the Step 1 Decision be reviewed by the unit head:

Specifically, I request the following action be taken as a remedy to my grievance:

Representation: I will be represented in this grievance by: [CHECK ONE]
_____ Self _____ PBA _____ Legal Counsel _____ Other

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Signature of Grievant

Date

(This grievance will not be processed if it is not signed by the grievant.)

A copy of the following documents should be attached to this Request at the time of its filing with the unit head:

1. Step 1 grievance form filed with University
2. Step 1 decision, if issued
3. All attachments to the Step 1 decision.

EXHIBIT C

University of Central Florida – PBA

REQUEST FOR STEP 3

(Deliver this form and attachments to the Executive Director of Human Resources.)

This request for review was received by the University on _____ (date) by:

[CHECK ONE] _____ Certified or registered return receipt requested mail; OR
_____ Personal delivery.

(FAX AND EMAIL DOCUMENTS DO NOT CONSTITUTE AN ACCEPTABLE FORMAT FOR FILING OF GRIEVANCES.)

GRIEVANT NAME: _____

Classification/Title: _____ Office Phone: _____

DATE OF STEP 2 DECISION: _____

Date Step 2 Decision was received by Grievant or Grievant Representative: _____

Describe the reasons for requesting that the Step 2 Decision be reviewed by the unit head/director:

Specifically, I request the following action be taken as a remedy to my grievance:

Representation: I will be represented in this grievance by: [CHECK ONE]
_____ Self _____ PBA _____ Legal Counsel _____ Other

Provide the following information about your Representative:

Name: _____

Address: _____

Phone: _____

Signature of Grievant

Date

(This grievance will not be processed if it is not signed by the grievant.)

A copy of the following documents should be attached to this Request at the time of its filing with the unit head:

1. Step 1 grievance form filed with University
2. Step 1 decision, if issued, and any attachments
3. Step 2 grievance form filed with University
4. Step 2 decisions, if issued
5. All attachments to the Step 2 decision

ITEM: **CL-2**

**University of Central Florida
Board of Trustees**

SUBJECT: Impact Bargaining Between the University of Central Florida Board of Trustees and the United Faculty of Florida - BOT Proposal #2

DATE: September 27, 2018

PROPOSED BOARD ACTION

Ratify the tentative agreement proposed through impact bargaining between the University of Central Florida Board of Trustees and the United Faculty of Florida.

BACKGROUND INFORMATION

The in-unit faculty at the University of Central Florida are represented for purposes of collective bargaining by the United Faculty of Florida. The UCF chapter of the United Faculty of Florida demanded impact bargaining over the revisions to UCF Policy 4-403.1 Required Elements of the Course Syllabus effective 2/16/2018. The parties reached tentative agreement on the resulting proposal on May 22, 2018 and the unit members subsequently voted to ratify the proposal. The University of Central Florida administration recommends in favor of ratification.

Supporting documentation: Attachment A: Impact Bargaining BOT Proposal #2

Prepared by: Sherry Andrews, Associate General Counsel and Associate Provost

Submitted by: John Sprouls, Chair of the Compensation and Labor Committee

Attachment A

Impact Bargaining
BOT Proposal #2
May 22, 2018

The UCF chapter of the United Faculty of Florida demand impact bargaining over the revisions to UCF Policy 4-403.1 Required Elements of the Course Syllabus effective 2/16/2018.

Two major language changes have a profound impact on the instructional assignments of our employees.

“Faculty members teaching in all modalities must also post their syllabi within Webcourses...”

“To ensure students have prompt feedback, and knowledge of their progress, faculty members must record all grades in Webcourses...”

The implementation of this policy will require employees who normally not rely on Webcourses@UCF to distribute the syllabus or record and communicate grades.

To minimize the impact to our employees and students, UFF-UCF proposes the following:

1. The University shall make available face-to-face and virtual Webcourses@UCF syllabus and gradebook training sessions each semester until the beginning of the 2020-2021 Academic Year.
 - a. At least 5 face-to-face trainings will occur on the UCF main campus
 - b. At least 4 face-to-face trainings will occur on the UCF Rosen Campus
 - c. At least 4 face-to-face trainings will occur at the UCF College of Medicine campus
 - d. At least 3 face-to-face trainings will occur on each of UCF's regional campus
 - e. At least 3 virtual trainings will occur.
2. The University shall make available and prominently advertise the availability of 1-on-1 Webcourses@UCF technical assistance on each University campus or virtually until the 2020 Academic Year.
3. Any employee required to develop or deliver such training or support shall receive appropriate adjustments, as needed, to their scheduled work hours or assignments.

Attachment A

4. The University shall make available Webcourses@UCF technical assistance. This shall include phone, email, and chat support Monday-Friday during normal business hours, and from 8 p.m.—11 p.m. during evenings, weekends and most holidays.
5. If an employee's SPOI's can be shown to have been adversely affected due to gradebook issues in Webcourses@UCF, the employee shall not be penalized on any evaluations or awards. Employees will not be required to record grades in Webcourses until the beginning of the 2019-2020 academic year.

ITEM: EP-1

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: Tenure with Hire

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approval of tenure with hire.

BACKGROUND INFORMATION

New faculty members are hired each year with tenure. Normally, such faculty members have earned tenure at their previous institution and meet UCF's requirements for tenure. For others, tenure is part of the hiring package when senior faculty members are hired for administrative positions. Department faculty members and the university's administrative officers have approved granting tenure to these faculty members.

Supporting documentation: Attachment A: Tenure with Hire Justification

Prepared by: Jana L. Jasinski, Vice Provost for Faculty Excellence and
Pegasus Professor of Sociology

Submitted by: Elizabeth A. Dooley, Interim Provost
Vice Provost for Teaching and Learning
Dean, College of Undergraduate Studies and
Professor, College of Community Innovation and Education

Attachment A

**Tenure with Hire Justification
Board of Trustees Meeting
September 27, 2018**

**RoSusan D. Bartee, Professor
College of Community Innovation and Education, Department of Educational Leadership
and Higher Education**

Dr. RoSusan D. Bartee received her Ph.D. in education policy studies at the University of Illinois at Urbana-Champaign. She comes to UCF from the University of Mississippi, where she was a tenured professor of educational leadership. She recently returned from academic administrative leave to serve as Interim Vice President in the Office of Access and Success at the Association of Public and Land-grant Universities in Washington, D.C. Dr. Bartee is a nationally recognized scholar. She is the author or editor of four books, author of a book series, and the author or coauthor of numerous academic publications on educational leadership, cultural and social capital, and educational and social attainment. She has garnered financial awards from major higher education organizations and foundations to support degree completion and institutional advancement efforts and has served as a program evaluator for federal, philanthropic, and related student and school success for K-12 and higher education initiatives totaling nearly \$8 million. Dr. Bartee teaches graduate level courses and has successfully chaired nearly 20 dissertations at the University of Mississippi. The Department of Educational Leadership and Higher Education and the College of Community Innovation and Education support the recommendation for tenure with hire.

**D. Eric Boyd, Associate Professor
College of Business Administration, Department of Marketing**

Dr. D. Eric Boyd received his Ph.D. in business administration from the University of Virginia. Prior to joining UCF, he was a tenured professor in the Department of Marketing at James Madison University. He also held visiting positions as associate professor of marketing at Hong Kong Polytechnic University and as professor of marketing at Carlos III University of Madrid. Dr. Boyd has developed and maintained an impressive research career in the area of strategy. His research has been published in the premier marketing journals and he has presented at top national and international conferences in his field. He is an associate editor for the *Journal of Business Research* and has appointments on the Editorial Review Boards for the *Journal of the Academy of Marketing Science*, *Journal of Business-to-Business Marketing*, and *European Journal of Management and Business Economics*. Dr. Boyd has taught undergraduate and graduate level courses, and has received several teaching awards, including Outstanding MBA Faculty Teaching Award at James Madison University. The Department of Marketing and College of Business Administration support the recommendation for tenure with hire.

**Jeffrey H. Plochocki, Associate Professor of Medicine
College of Medicine, Department of Medical Education**

Dr. Jeffrey H. Plochocki received his Ph.D. in anthropology from the University of Missouri, Columbia. He comes to UCF from Arizona College of Osteopathic Medicine, Midwestern University, where he was a tenured associate professor in the Department of Anatomy. Dr. Plochocki's line of research has overlapped in his areas of expertise in anthropology, anatomy and engineering disciplines. He maintains an active research program conducting pre-clinical investigations regarding bone and muscle health, and has secondary research interests in neuromuscular clinical anatomy and anatomy education at the medical school level. His publications range from the muscular architecture of birds to careful reconsiderations of the anatomy of the perineum in humans. He has published in appropriate and impactful journals, including *PLOS One* and *BMC Musculoskeletal Disorders*. Dr. Plochocki has supervised and mentored a number of medical student projects through to peer-review publication. He has received seven teaching awards in the last six years and has served as the course director of medical histology and medical embryology courses. He has served on the Anatomical Terminology Committee for the American Association of Anatomists, and has been an item writer and item referencer on the National Board of Osteopathic Medical Examiners. The Department of Medical Education and College of Medicine support the recommendation for tenure with hire.

ITEM: EP-2a

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: Doctorate in Aerospace Engineering

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approval of New Degree Program: Doctorate in Aerospace Engineering

BACKGROUND INFORMATION

The Department of Mechanical and Aerospace Engineering in the College of Engineering and Computer Sciences proposes to establish a Doctorate in Aerospace Engineering.

The aerospace industry is at the forefront of new technologies including virtual prototyping for jet and rocket parts and 3D printing on the International Space Station and for advanced aircraft materials and design. The US space industry, enabled by technological innovation and supported by new commercial capabilities, is undergoing dynamic change driven by growing demand in space communication, imagery, launch services and space transportation. A workforce equipped with scholarship and research capacity at the graduate level must support this leadership in innovation. Developing this workforce is critical as the impact of aerospace innovation on other engineering disciplines and on the economy as a whole is significant. As R&D investment in the Aerospace and Defense sector begin to rise, the growth of researchers and leaders in innovation are essential to the industry that ensures national security, economic strength and global competitiveness.

The proposed Aerospace Engineering Doctorate program supports State University System (SUS) Board of Governors' goals for teaching and learning in the 2025 System Strategic plan. This includes Excellence, Productivity and Strategic Priorities for a Knowledge Economy, which call for increasing student access and success in STEM degrees with Aerospace Engineering as a key program to meet both state and national economic and workforce needs.

The proposed Aerospace Engineering Doctorate program promises advanced graduate education with diversity to support more than 11,600 aerospace-related companies and a growing commercial space industry in Florida. The program will enhance existing collaborations with eight other Florida universities/colleges. UCF College of Engineering and Computer Science enrolls the most Aerospace Engineering undergraduate students in the SUS (growth of 59% since 2005) and has more graduates who are hired by aerospace and defense companies than any other university in the nation. The Aerospace Engineering Doctorate program will provide the much-needed pathway to a doctoral degree.

The Aerospace Engineering Doctorate program will require completion of 72 hours beyond the bachelor's degree or 42 hours beyond the master's degree at the graduate level (that is, at the 5000 level and above) including dissertation hours. This proposal was evaluated and recommended by the school, college, and university Graduate Council Program Review Committee. The College of Graduate Studies recommends this proposal, and it has evaluated all eight program criteria as met with strength. The proposed implementation date is Fall 2019.

Supporting documentation: Attachment A: Analysis Summary for New Degree Authorization

Prepared by: Elizabeth Klonoff, Vice President for Research and
Dean of the College of Graduate Studies

Submitted by: Elizabeth A. Dooley, Interim Provost
Vice Provost for Teaching and Learning
Dean, College of Undergraduate Studies and
Professor, College of Community Innovation and Education

Attachment A

Analysis Summary for New Degree Authorization
Program Name: Aerospace Engineering Ph.D.

| | Criteria | Proposal Response to Criteria |
|----|--|--|
| 1. | The goals of the program aligns with the university's mission and relate to specific institutional strengths. | <p>Met with Strength</p> <p>The Aerospace Engineering Ph.D. is STEM focused and will incorporate multi-disciplinary research efforts that will attract international collaborations. The department has strong, existing relationships with industry partners. These include the CREOL Townes Laser Institute and Center for Advanced Turbomachinery and Energy Research (CATER), FAA Center of Excellence for Commercial Space Transportation, and the Florida Center of Advanced Aero Propulsion (FCAAP). The bachelor's and master's aerospace engineering programs have a diverse student body both in gender and minority populations. The proposed program combined with strength of the existing student and faculty researchers should lead to increased research productivity.</p> |
| 2. | If there have been program reviews or accreditation activities in the discipline or related disciplines pertinent to the proposed program, the proposal provides evidence that progress has been made in implementing the recommendations from those reviews. | <p>Met with Strength</p> <p>The Program Review Committee suggests that the proposal includes the full review from the external consultants; it was designated Appendix D. The Committee would like the proposal address specifically the consultant's comments and concerns related to course EAS 5211, where the full syllabus was used to justify the course content.</p> |
| 3. | The proposal describes an appropriate and sequenced course of study. Admissions and graduation criteria are clearly specified and appropriate. The course of study and credit hours required may be satisfied within a reasonable time to degree. In cases in which accreditation is available for existing bachelor's or master's level programs, evidence is provided that the programs are accredited or a rationale is provided as to the lack of accreditation. | <p>Met with Strength</p> <p>The full list of required courses is outlined clearly. Four new courses were added and some popular elective options will be offered with increased frequency. The Bachelor's program is accredited by the Accreditation Board for Engineering and Technology (ABET).</p> |

| | Criteria | Proposal Response to Criteria |
|----|---|--|
| 4. | Evidence is provided that a critical mass of faculty members is available to initiate the program based on estimated enrollments, and that, if appropriate, there is a commitment to hire additional faculty members in later years, based on estimated enrollments. For doctoral programs, evidence is provided that the faculty members in aggregate have the necessary experience and research activity to sustain a doctoral program. | Met with Strength The current aerospace engineering department includes 15 full-time tenured or tenure earning faculty. The department hired one new faculty member to begin in fall 2018 and will advertise to hire another new faculty member to begin in fall 2019. The department includes an appropriate mix of senior and junior faculty. Several of the faculty are already advising doctoral students in the existing mechanical engineering doctoral program. The Committee noticed that some of the faculty CV's are missing from the proposal and one cv is outdated. These should be included and updated for the final proposal submission. |
| 5. | Evidence is provided that the necessary library volumes and serials; classroom, teaching laboratory, research laboratory, office, and any other type of physical space; equipment; appropriate fellowships, scholarships, and graduate assistantships; and appropriate clinical and internship sites are sufficient to initiate the program. | Met with Strength With the additional \$15,000 budget allocated to fund needed library resources, the resources will match comparable programs within the field. The Committee suggests that the program consider increases to the budgeted funding to purchase the archived database for conference papers. The Committee noted the need to include the recent library assessment in the proposal. No new lab facilities are required at this time. |
| 6. | Evidence is provided that there is a need for more people to be educated in this program at this level. For all degree programs, if the program duplicates other degree programs in Florida, a convincing rationale for doing so is provided. The proposal contains realistic estimates of headcount and FTE students who will major in the proposed program and indicates steps to be taken to achieve a diverse student body. | Met with Strength UCF is the top supplier of baccalaureate graduates in the Aerospace Engineering. This field is currently experiencing growth and projected to continue growing. There is strong industry demand for students with advanced degrees, particularly doctoral degrees, in the field. The Aerospace Engineering industry is strong across the state and especially in the Central Florida region. Students wanting to pursue an Aerospace Engineering doctoral degree are currently enrolling in the Mechanical Engineering program demonstrating a need for the distinction in degree programs. |

| | Criteria | Proposal Response to Criteria |
|----|---|--|
| 7. | The proposal provides a complete and realistic budget for the program, which reflects the text of the proposal, is comparable to the budgets of similar programs, and provides evidence that, in the event that resources within the institution are redirected to support the new program, such a redirection will not have a negative impact on undergraduate education. The proposal demonstrates a judicious use of resources and provides a convincing argument that the output of the program justifies the investment. | <p>Met with Strength</p> <p>The outlined budget is mostly a reallocation of resources within the Mechanical and Aerospace Engineering department. The department plans to hire two new faculty (one in 2018 and one in 2019). The department funding is heavily reliant on C&G funds, which have been a reliable and strong source of existing funding for research students.</p> |
| 8. | The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service. | <p>Met with Strength</p> <p>The proposal noted strong evidence of highly productive faculty within the department. The department has an excellent funding record. The aerospace engineering program has a highly successful record of supporting students with research funding. There is an excellent record of accomplishment of graduates from the Aerospace Engineering Bachelors and Master's programs.</p> |

Revised December 8, 2016

Board of Governors, State University System of Florida

Request to Offer a New Degree Program

(Please do not revise this proposal format without prior approval from Board staff)

University of Central Florida
University Submitting Proposal

Fall 2019

Proposed Implementation Term

College of Engineering and Computer
Science

Mechanical and Aerospace
Engineering

Name of College(s) or School(s)

Name of Department(s)/ Division(s)

Aerospace Engineering

Ph. D in Aerospace Engineering

Academic Specialty or Field

Complete Name of Degree

14.0201

Proposed CIP Code

The submission of this proposal constitutes a commitment by the university that, if the proposal is approved, the necessary financial resources and the criteria for establishing new programs have been met prior to the initiation of the program.

Date Approved by the University Board of
Trustees

President

8-29-18

Signature of Chair, Board of
Trustees

Date

Vice-President for Academic
Affairs

8/2/18

Provide headcount (HC) and full-time equivalent (FTE) student estimates of majors for Years 1 through 5. HC and FTE estimates should be identical to those in Table 1 in Appendix A. Indicate the program costs for the first and the fifth years of implementation as shown in the appropriate columns in Table 2 in Appendix A. Calculate an Educational and General (E&G) cost per FTE for Years 1 and 5 (Total E&G divided by FTE).

| Implementation Timeframe | Projected Enrollment (From Table 1) | |
|-----------------------------|---|------|
| | HC | FTE |
| Year 1 | 10 | 10 |
| Year 2 | 12 | 11 |
| Year 3 | 15 | 13.5 |
| Year 4 | 19 | 16 |
| Year 5 | 23 | 19 |

| Projected Program Costs (From Table 2) | | | | |
|---|--------------|-------------------------------|--------------------|------------|
| E&G Cost per FTE | E&G Funds | Contract & Grants Funds | Auxiliary Funds | Total Cost |
| \$24,354 | \$243,541 | \$147,530 | \$0 | \$391,071 |
| | | | | |
| | | | | |
| \$18,677 | \$354,864 | \$397,800 | \$0 | \$752,664 |

Note: This outline and the questions pertaining to each section must be reproduced within the body of the proposal to ensure that all sections have been satisfactorily addressed. Tables 1 through 4 are to be included as Appendix A and not reproduced within the body of the proposals because this often causes errors in the automatic calculations.

ITEM: EP-2b

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: Bachelor of Science in Materials Science and Engineering

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approval of New Degree Program: Bachelor of Science in Materials Science and Engineering

BACKGROUND INFORMATION

The proposed Bachelor of Science degree in materials science and engineering directly addresses a workforce need in a growing STEM discipline that has garnered significant support from companies and industry associations across the state. The degree program will ensure graduates have a competitive advantage should they choose to enter industry or graduate school, including UCF's successful Master of Science and Doctorate programs in materials science and engineering.

This degree program will be located in the Materials Science and Engineering Department in the College of Engineering and Computer Science. The foci of the discipline is "the study of the raw and processed materials that are used in other engineering disciplines to build and manufacture everything from rockets, turbines, and aircraft to computers, high efficiency solar cells, surgical stents and everything in between." Due to society's dependence on advanced materials, materials science graduates are in high demand, earning a median wage of \$93,310 according to Bureau of Labor Statistics data. That is ~\$47,000 higher than median incomes for all occupations. Local data provide a brighter outlook for graduates: The Orlando metropolitan area is currently the fourth highest paying metro area for materials engineers with an annual media salary of \$114,630.

The degree program will not require additional faculty, and the projected cost per FTE is minimal given the infrastructure and support that exists within the department and the college. The degree program consists of 128 credit hours, which is consistent for other engineering programs in the College of Engineering and Computer Science. The curriculum includes Common Program Prerequisites in chemistry, calculus, and physics; core courses in engineering, statistics, and chemistry; 38 credit hours in upper-division material science and engineering; technical electives; and a capstone sequence (Materials Senior Design I and Materials Senior Design II). There is a proposed equipment fee for the program, which is consistent with other engineering programs.

UCF will be the second public institution in Florida to provide a bachelor's degree in materials science and engineering; the University of Florida has offered an undergraduate program since 1990.

This proposal was evaluated and recommended by the department, college, and university undergraduate curriculum committees. It was also reviewed by the Materials Science and Engineering Industrial Advisory Board, a nine-member board with representatives from local companies such as NanoSpective and national giants such as Siemens Energy and Intel Corporation.

The College of Undergraduate Studies recommends this program, and it has evaluated seven of the eight program criteria as *met with strength* and one as *met*. The proposed implementation date is Fall 2019.

Supporting documentation: Attachment A: Analysis Summary for New Degree Authorization

Prepared by: Keisha Hoerrner, Interim Associate Vice Provost, College of Undergraduate

Submitted by: Elizabeth A. Dooley, Interim Provost
Vice Provost for Teaching and Learning
Dean, College of Undergraduate Studies and
Professor, College of Community Innovation and Education

Attachment A

Analysis Summary for New Degree Authorization
Program Name: Bachelor of Science in Materials Science and Engineering

| | Criteria | Proposal Response to Criteria |
|----|---|---|
| 1. | The goals of the program aligns with the university's mission and relate to specific institutional strengths. | Met with Strength. The Bachelor of Science in Materials Science and Engineering furthers the university's commitment to ensuring the State University System reaches its goals to meet the state's professional and workforce needs, build world-class academic programs and research capacity, and promote STEM disciplines as areas of programmatic strategic emphasis. Specifically, the proposed degree program will strengthen UCF's already strong engineering offerings, strengthen partnerships with local, statewide, and national corporations and industry associations, and providing a pipeline of qualified graduates who may be interested in pursuing graduate education within UCF's master's and doctoral programs in materials science and engineering. |
| 2. | If there have been program reviews or accreditation activities in the discipline or related disciplines pertinent to the proposed program, the proposal provides evidence, that progress has been made in implementing the recommendations from those reviews. | Met. The 2012 Accreditation Board for Engineering and Technology (ABET) accreditation visit included an initial Bachelor of Science in materials science and engineering degree program assessment, but the program is planning to request ABET accreditation following its launch. As per ABET policy, the accreditation will be applied for retroactively following the first student's graduation. The National Resource Council as well as US News & World Report rank the Ph.D. degree program in Materials Science and Engineering as one of the top programs. |
| 3. | The proposal describes an appropriate and sequenced course of study, including expected student learning outcomes, an assessment plan to verify student learning, and, in the case of advanced technology and related disciplines, industry-driven competences. Provided evidence shows, if appropriate, the university anticipates seeking accreditation for the proposed program. | Met with Strength. The curriculum is sequential; ensuring students have the foundations in calculus, chemistry, physics, and engineering before reaching the materials sciences coursework. The two-course capstone sequence allows students to highlight the depth and breadth of their knowledge. There are nine learning outcomes, each with multiple measures, assess accurate learning and application. |
| 4. | Provided evidence shows a critical mass of faculty is available to initiate the program based on estimated enrollments, and that, if appropriate, there is a commitment to hire additional faculty in later years, based on estimated enrollments. | Met with Strength. The Department of Materials Science and Engineering has 15 faculty and two instructors. The average Materials Science and Engineering department offering undergraduate and graduate programs has 15 faculty. The projected program cost is minimal, and the College of Engineering and Computer Science is committing \$100,000 for equipment purchases and summer salary for the faculty member serving as the Undergraduate Program Coordinator. |

| | Criteria | Proposal Response to Criteria |
|----|---|--|
| 5. | Provided evidence shows necessary library volumes and serials; classroom, teaching laboratory, research laboratory, office, and any other type of physical space; equipment; and appropriate clinical and internship sites are sufficient to initiate the program. | Met with Strength. Given the library's commitment to supporting the M.S. and Ph.D. degree programs in material sciences and engineering, there is no need for additional library resources for the undergraduate program. Space allocations are sufficient as well. Two teaching laboratories will be required in 2020, but there are no space requirements to start the program. Internships are not a part of the proposed curriculum, but students are encouraged to pursue zero-credit internship options to gain industry experience. |
| 6. | Provided evidence shows there is a need for more people to be educated in this program at this level. The proposal contains realistic estimates of headcount and FTE students who will major in the proposed program, and indicates steps to follow in achieving a diverse student body. | Met with Strength. The market demands are great, yet the department is realistic in its anticipated headcount. The degree program will be a specialized option within the College of Engineering and Computer Science, annually graduating 15-60 students as it grows. The projected headcount is based on the Photonic Science and Engineering program, approved in 2013. There is a drive to increase diversity within Materials Science and Engineering. The success of the graduate student population, which is not 40% female, will inform the recruitment of undergraduate students. |
| 7. | The proposal provides a complete and realistic budget for the program, which reflects the text of the proposal, which is comparable to the budgets of similar programs, and which provides evidence that, in the event that resources within the institution are redirected to support the new program, such a redirection will not have a negative impact on undergraduate education. The proposal demonstrates a judicious use of resources and provides a convincing argument that the output of the program justifies the investment. | Met with Strength. The proposed budget is a unique example of a department that has the infrastructure to support graduate education, thereby being able develop an efficient undergraduate degree program. The budget is modest because the curriculum draws on existing courses, both within the College of Engineering & Computer Science as well as the College of Science. The current faculty are appropriate for the anticipated headcount, and the department's participation in several of UCF's cluster initiatives provide opportunities for additional faculty participation. |
| 8. | The proposal provides evidence that the academic unit(s) associated with this new degree have been productive in teaching, research, and service. | Met with Strength. The 15 faculty listed in Appendix A, who will provide the core instruction, are leaders in their fields. They are particularly active in professional societies such as the National Academy of Inventors, American Chemical Society, American Institute of Medical and Biological Engineer, and the American Advancement of Associate of Science. The faculty secured more than \$2.6MM in external contracts and grants in 2016-17. |

Board of Governors, State University System of Florida

Request to Offer a New Degree Program

University of Central Florida
University Submitting Proposal

Engineering and Computer Science
Name of College(s) or School(s)

Materials Science and Engineering
Academic Specialty or Field

14.1801
Proposed CIP Code

Fall 2019
Proposed Implementation Term

Materials Science and Engineering

Name of Department(s)/ Division(s)
Bachelor of Science in Materials
Science and Engineering
Complete Name of Degree

The submission of this proposal constitutes a commitment by the university that, if the proposal is approved, the necessary financial resources and the criteria for establishing new programs have been met prior to the initiation of the program.

Date Approved by the University Board of Trustees

President

8-29-18
Date

Signature of Chair, Board of Trustees

Date

Vice President for Academic Affairs

8/21/18
Date

Provide headcount (HC) and full-time equivalent (FTE) student estimates of majors for Years 1 through 5. HC and FTE estimates should be identical to those in Table 1 in Appendix A. Indicate the program costs for the first and the fifth years of implementation as shown in the appropriate columns in Table 2 in Appendix A. Calculate an Educational and General (E&G) cost per FTE for Years 1 and 5 (Total E&G divided by FTE).

| Implementation Timeframe | Projected Enrollment (From Table 1) | |
|--------------------------|-------------------------------------|-------|
| | HC | FTE |
| Year 1 | 28 | 23.1 |
| Year 2 | 75 | 61.8 |
| Year 3 | 127 | 105.1 |
| Year 4 | 184 | 153.2 |
| Year 5 | 217 | 186.8 |

| Projected Program Costs (From Table 2) | | | | |
|--|-----------|-------------------------|-----------------|------------|
| E&G Cost per FTE | E&G Funds | Contract & Grants Funds | Auxiliary Funds | Total Cost |
| \$2,543 | \$58,667 | 0 | 0 | \$58,667 |
| | | | | |
| | | | | |
| \$841 | \$157,171 | 0 | 0 | \$157,171 |

Note: This outline and the questions pertaining to each section must be reproduced within the body of the proposal to ensure that all sections have been satisfactorily addressed. Tables 1 through 4 are to be included as Appendix A and not reproduced within the body of the proposals because this often causes errors in the automatic calculations.

ITEM: EP-3

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: Exception to the 120 Credit Hours Requirement for Baccalaureate Programs for Bachelor of Science in Materials Science and Engineering

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approval to require curriculum that exceeds 120 hours for the completion of a baccalaureate program in materials science and engineering.

BACKGROUND INFORMATION

In a proposal for a baccalaureate program, the total number of credit hours shall not exceed 120, or an exception shall be sought from the Board of Governors in accordance with Board Regulation 8.014. The number of credit hours is recorded in the *State University System Academic Degree Program Inventory*, and used for state-level accountability calculations.

Engineering Programs across the State University System routinely exceed 120 credit hours, the B.S. Mechanical Engineering Program at UCF requests approval for 128 credit hours. The additional credit hours are essential to deliver the course curriculum required to be competitive with Materials Science and Engineering Programs across the country. The course curriculum is designed to be compliant with Accreditation Board for Engineering and Technology (ABET), and while there is no specific credit hour requirement by ABET, the additional credit hours are necessary to incorporate the appropriate level of math, science, and engineering courses; depth in the major; and a senior design experience.

UCF will be the second public institution in Florida to provide a bachelor's degree in materials science and engineering; the University of Florida has offered an undergraduate program since 1990 and also exceeds 120 hours.

Supporting documentation: Attachment A: Exception to the 120 Credit Hours Requirement Request Form

Prepared by: Keisha Hoerrner, Interim Associate Vice Provost, College of Undergraduate Studies

Submitted by: Elizabeth A. Dooley, Interim Provost
Vice Provost for Teaching and Learning
Dean, College of Undergraduate Studies and
Professor, College of Community Innovation and Education

Attachment A

Board of Governors, State University System of Florida
**EXCEPTION TO THE 120 CREDIT HOURS REQUIREMENT FOR
 BACCALAUREATE PROGRAMS
 REQUEST FORM**

In Accordance with BOG Regulation 8.014

UNIVERSITY: University of Central Florida

PROGRAM NAME: Materials Science and Engineering

CIP CODE: 14.1801 (Classification of Instructional Programs)

EFFECTIVE TERM: Fall 2019

Please use this form to request an exception to the 120 credit hours requirement for a new or existing program.

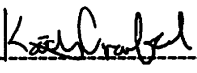
To request changes to the number of credit hours for a program that is already approved for an exception to the 120 credit hours please send a memorandum signed by the provost to the BOG Academic and Student Affairs staff.

1. List all the majors associated with this program and the desired program length for each one of them. Please see the definition of program major in Regulation 8.011, New Academic Program Authorization.

| Major Name (add rows as needed) | Current number of credit hours | Requested number of credit hours |
|--|-----------------------------------|-------------------------------------|
| Bachelor of Science in Materials Science and Engineering | n/a | 128 |


2. Provide a narrative on why a new exception to 120 credit hours is needed for the major(s) indicated above?

Engineering Programs across the State University System routinely exceed 120 credit hours, c.f. the B.S. Mechanical Engineering Program at UCF, which is approved for 128 credit hours. The additional credit hours are essential to deliver the course curriculum required to be competitive with Materials Science and Engineering Programs across the Country. Importantly, the course curriculum is designed to be compliant with ABET (Accreditation Board for Engineering and Technology), and while there is no specific credit hour requirement by ABET, the additional credit hours are necessary to efficiently achieve accreditation while maximizing student productivity and learning.



Signature of Requestor/Initiator

06/19/2018
Date



Signature of President or Vice President for
Academic Affairs

8/22/18
Date

September 27, 2018

Date Approved by the
Board of Trustees

Signature of the Chair of the
Board of Trustees

9/27/18

Date

References:

- BOG Regulation 8.014, Bachelors' Degree Exceptions to 120 credit Hours Requirement
- Policy Document: Administrative Process for Requesting Changes to Program Length for Baccalaureate Programs Approved to Exceed 120 Credit Hours

ITEM: EP-4

EDUCATIONAL PROGRAMS COMMITTEE
University of Central Florida

SUBJECT: Textbook and Instructional Materials Affordability Annual Report

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approval of the Textbook and Instructional Material Affordability Annual Report.

BACKGROUND INFORMATION

House Bill 7019 passed during the 2016 Legislative Session and signed into law by Governor Scott on 04/14/2016 (Chapter 2016-236, Laws of Florida). An amendment to Section 1004.085 regarding textbook and instructional materials affordability requires each university to submit an annual report by September 30 of each year, beginning in 2016, to the Chancellor of the State University System. The report addresses the following:

- Required and recommended textbooks and instruction materials for general education courses;
 - Specific initiatives of the university designed to reduce the costs of textbooks and instructional materials; and
 - University policies for the posting of textbooks and instructional materials.
-

Supporting documentation: Attachment A: Textbook and Instructional Materials Affordability Annual Report

Prepared by: Elizabeth Dooley, Interim Provost
Vice Provost for Teaching and Learning
Dean, College of Undergraduate Studies and
Professor, College of Community Innovation and Education

Submitted by: Elizabeth Dooley, Interim Provost
Vice Provost for Teaching and Learning
Dean, College of Undergraduate Studies and
Professor, College of Community Innovation and Education

Attachment A

**State University System of Florida
Textbook and Instructional Materials Affordability
Annual Report
Statutory Due Date: September 30**

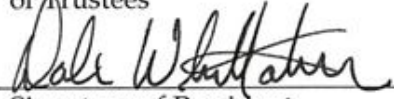
University of Central Florida
University Submitting Report

Fall 2017 and Spring 2018
Semester(s) Reported*

Date Approved by the University Board
of Trustees

Signature of Chair, Board of
Trustees

Date


Signature of President

8-31-18
Date


Signature of Vice President
for Academic Affairs

8/29/18
Date

*Report Fall and Spring data separately to allow for Fall to Fall semester comparison and Spring to Spring semester comparison.

Definitions:

- *Wide cost variance is defined as a cost per course section of \$200 or more over the median average cost of textbooks and instructional materials for the same course.*
- *High enrollment is defined as the top 10% of courses ordered by headcount enrollment.*

1) Required and Recommended Textbooks and Instructional Materials for General Education Courses

- a) Report on the course sections identified as wide cost variance and include the number of course sections within a course (*n*). An explanation may be provided for sections with wide cost variance (e.g. honors course, economics text for two courses).

Methodology: Identify the median average cost for textbooks and instructional materials for all course sections of a course. Exclude sections with Open Educational Resources (OER) or no required materials from wide cost variance analysis. Course sections with a cost of \$200 or more over the median cost are considered wide cost variance.

- Required (Req) Textbooks and Instructional Materials
- Recommended (Rec) Textbooks and Instructional Materials

Response:

The University of Central Florida analyzed the costs of textbooks and instructional materials for all General Education Program (GEP) course sections for fall 2016, spring 2017, fall 2017, and spring 2018. One course was identified with a wide cost variance (see table on page 2).

Fall 2016

| Prefix and Course Number | Course Title | Section | Total Number of Sections within Course | Req or Rec | Average Cost | Dollar Variance |
|--------------------------|---|------------|--|------------|-----------------|-----------------|
| PHY 2048C | General Physics Using Calculus I | 202 | 22 | Req | \$112.89 | \$312.03 |

Explanation: PHY 2048C section 202 is part one of a two-semester calculus-based general physics course that includes a lab. The primary audiences for the course are physics and engineering majors and pre-professional students who have the appropriate background in mathematics. The faculty member selected the course materials to best support the learning outcomes of the unique structure of this class.

Spring 2017

| Prefix and Course Number | Course Title | Section | Total Number of Sections within Course | Req or Rec | Average Cost | Dollar Variance |
|--------------------------|--------------|---------|--|------------|--------------|-----------------|
| None | | | | | | |

Explanation: UCF did not identify any GEP course sections with a wide cost variance.

Fall 2017

| Prefix and Course Number | Course Title | Section | Total Number of Sections within Course | Req or Rec | Average Cost | Dollar Variance |
|--------------------------|--------------|---------|--|------------|--------------|-----------------|
| None | | | | | | |

Explanation: UCF did not identify any GEP course sections with a wide cost variance.

Spring 2018

| Prefix and Course Number | Course Title | Section | Total Number of Sections within Course | Req or Rec | Average Cost | Dollar Variance |
|--------------------------|--------------|---------|--|------------|--------------|-----------------|
| None | | | | | | |

Explanation: UCF did not identify any GEP course sections with a wide cost variance.

- b) Describe the textbook and instructional materials selection process for general education courses with a wide cost variance among different sections of the same course.**

Explanation: UCF did not identify any GEP course sections with a wide cost variance.

- c) Report the course title(s) and number of section(s) that do not require or recommend the purchase of a textbook(s) and/or instructional material(s).**

Response:

See the tables on pages four and five for the GEP courses that did not have required or recommended textbooks or instructional materials.

Fall 2016

| Course Title | Number of Sections |
|--|---------------------------|
| BSC 2010C: Biology 1 | 39 |
| CGS 1060C: Introduction to Computers | 16 |
| CGS 2100C: Computer Fundamentals for Business | 33 |
| CHM 2045C: Chemistry Fundamentals I | 20 |
| CHS 1440: Principles of Chemistry | 11 |
| COP 3502C: Computer Science I | 1 |
| ENC 1102: Composition II | 1 |
| FIL 1000: Cinema Survey | 2 |
| FIL 2030: History of Motion Pictures | 2 |
| MAC 1105C: College Algebra | 2 |
| MAC 2311C: Calculus with Analytical Geometry I | 3 |
| PHI 2010: Introduction to Philosophy | 3 |
| STA 1063C: Basic Statistics Using Microsoft Excel | 8 |
| STA 2014C: Principles of Statistics | 20 |
| THE 2000: Theatre Survey | 1 |
| THE 2020: Survey of Theatre for Majors | 1 |

Spring 2017

| Course Title | Number of Sections |
|--|---------------------------|
| BSC 2010C: Biology I | 32 |
| CGS 1060C: Introduction to Computers | 16 |
| CGS 2100C: Computer Fundamentals for Business | 35 |
| CHM 2045C: Chemistry Fundamentals I | 5 |
| ENC 1102: Composition II | 5 |
| ECO 2013: Principles of Macroeconomics | 1 |
| FIL 1000: Cinema Survey | 1 |
| FIL 2030: History of Motion Pictures | 2 |
| FIL 3037: Film History II | 1 |
| MAC 2311C: Calculus with Analytical Geometry I | 2 |
| PHI 2010: Introduction to Philosophy | 1 |
| PHI 2010H: Introduction to Philosophy Honors | 1 |
| POS 2041: American National Government | 2 |
| STA 1063C: Basic Statistics Using Microsoft Excel | 9 |
| STA 2014C: Principles of Statistics | 20 |
| PHY 2048C: General Physics Using Calculus I | 2 |

Fall 2017

| Course Title | Number of Sections |
|--|---------------------------|
| AMH 2010: U.S. History: 1492-1877 | 1 |
| AST 2002: Astronomy | 1 |
| BSC 2010C: Biology I | 37 |
| CGS 1060C: Introductions to Computers | 11 |
| CGS 2100C: Computer Fundamentals for Business | 31 |
| CHM 2045C: Chemistry Fundamentals I | 20 |
| FIL 2030: History of Motion Pictures | 2 |
| GEO 2370: Resources Geography | 1 |
| MAC 1105C: College Algebra | 2 |
| MAC 2311C: Calculus with Analytical Geometry | 2 |
| PHI 2010: Introduction to Philosophy | 3 |
| PHY 2053C: College Physics I | 1 |
| STA 2014C: Principles of Statistics | 20 |
| THE 2000: Theatre Survey | 2 |
| THE 2020: Survey of Theatre for Majors | 1 |

Spring 2018

| Course Title | Number of Sections |
|---|---------------------------|
| AST 2002: Astronomy | 1 |
| BSC 2010C: Biology I | 34 |
| CGS 1060C: Introduction to Computers | 16 |
| CGS 2100: Computer Fundamentals I | 35 |
| ENC 1102: Composition II | 7 |
| EUH 2001: Western Civilization II | 1 |
| FIL 2030: History of Motion Pictures | 2 |
| HUM 2210: Humanistic Tradition I | 2 |
| HUM 2230: Humanistic Tradition II | 1 |
| MAC 2311C: Calculus with Analytical Geometry I | 3 |
| PHI 2010: Introduction to Philosophy | 1 |
| PHY 2048C: General Physics Using Calculus I | 2 |
| STA 2014C: Principles of Statistics | 20 |
| WOH 2012: World Civilization I | 1 |
| WHO 2022: World Civilization II | 1 |

- d) **What measures, if any, are being taken by the university to reduce wide cost variance among different sections of the same general education course?**

Response:

UCF focuses on providing faculty members with data and options that allow them to make informed decisions when selecting course materials. Using the Barnes & Noble FacultyEnlight system, faculty members can research textbooks and instructional materials and estimate the cost to students. They can make selections that are affordable to students and support learning outcomes.

In an ongoing series of communications, the provost asks faculty members to be deliberate when selecting course materials. The provost reminds them that this is their opportunity to help their students make a college education affordable.

Additionally, UCF and Barnes & Noble work to create innovative pricing options for students, such as the new Price Match Program and tiered rental programs.

- e) **Describe the textbook and instructional materials selection process for general education high enrollment courses.**

Methodology: Order courses (course prefix/number) by headcount enrollment, excluding honors courses. The top 10% of courses are determined as high enrollment. Provide the number of courses (n) reported on.

Response:

In fall 2017, UCF had 91 high enrollment GEP courses and 157 in spring 2018. A faculty committee, course coordinators, or individual faculty members select textbooks and instructional materials for specific GEP course sections.

2) Specific Initiatives of the University Designed to Reduce the Costs of Textbooks and Instructional Materials for General Education Courses

- a) **Describe specific initiatives of the institution designed to reduce the costs of textbooks and instructional materials.**

Response:

UCF's bookstore offers several cost saving choices that enable students to select the purchasing options that meet their needs.

Price Match Program

Students compare the cost of course materials at off-campus bookstores (e.g., BN.com, Amazon, and local bookstores). If they find course materials at a lower price, UCF's bookstore, Barnes & Noble, will match it. This program is also more convenient for students; they don't need to wait for materials to ship or leave campus to pick them up.

Rental Program

This program allows students to rent new or used textbooks. It provides an affordable option and convenience. Students can purchase textbook rentals in-store or online with any form of tender; highlight text and make notes on pages; keep books until finals are over; and return books at the bookstore or through the mail. On average, the cost savings for rental books is 70 to 80 percent.

Used Course Materials Option

Students also have the option to purchase used textbooks through UCF's Cash for Books program. At the end of each semester, students can sell their books back to Barnes & Noble for cash. Depending on the condition, students can receive up to 50 percent of the new textbook price. The bookstore closely reviews course information to identify those materials that may be used again. The bookstore then notifies students who have purchased those titles that their books can be sold back to the store. As a result, next year's students are able to purchase these used books at a discounted price, giving all students the opportunity to save money through used textbooks. Eighty-five percent of all titles are available for purchase at all of UCF's campuses.

Digital Option

Digital textbooks allow students to save up to 60 percent and stay on the cutting-edge when it comes to digital learning materials. The bookstore's digital offerings were also designed with convenience in mind, allowing students to purchase using any form of tender and access these materials immediately following their purchase or digital rental. To optimize the digital experience, the bookstore offers the newly released Yuzu™ Web, iOS® and Android™ apps. Nearly forty percent of textbooks are currently offered in a digital format.

- b) With implementation of the initiatives, has there been any reduction in cost of textbooks and instructional materials to the students? If there has been a reduction in cost, what is the average cost savings? Describe the average cost savings comparing fall semester to fall semester and spring semester to spring semester.

Response:

Through price match, textbook rentals, used course materials, and digital options, student savings are as follows:

| Term | Savings Amount | Savings Percentage |
|-------------|----------------|--------------------|
| Fall 2016 | \$2,256,922 | 16.7 percent |
| Fall 2017 | \$2,685,439 | 19 percent |
| Spring 2017 | \$2,496,922 | 18.5 percent |
| Spring 2018 | \$2,450,784 | 17.8 percent |

In fall 2017, textbook rentals were available for 79 percent of textbook titles; 80.1 percent were available in fall 2016. The rental availability for spring 2018 was 78.9 percent and 81 percent in spring 2017.

In fall 2017, a digital option was available for 41.2 percent of titles, 40.1 percent in fall 2016. In spring 2018, 38.7 percent of textbook titles were available digitally, 39.1 percent in spring 2017.

- c) With implementation of the initiatives, describe any reduction in cost variance among different sections of the same general education course. Describe the reduction in cost variance comparing fall semester to fall semester and spring semester to spring semester.

Response:

UCF saw a \$312.03 reduction in cost variance in General Physics Using Calculus I (PHY 2048C, section 202) from fall 2016 to fall 2017. There were no wide cost variances in spring 2017, fall 2017, and spring 2018.

3) University Policies for the Posting of Textbooks and Instructional Materials

- a) Describe policies implemented to ensure the posting of textbook and instructional materials for at least 95% of all courses and course sections 45 days before the first day of class. For course sections that require or recommend textbooks and/or instructional materials based on student individual needs (e.g. audition/performance, directed independent study,

research topic) that may miss the posting date, please reference these as exceptions in 3(d).

Response:

UCF's Regulation 2.032 Textbook Adoption was amended on July 15, 2016, to align with the amended Section 1004.085 of the Florida Statute requiring textbooks or instructional materials to be posted on the bookstore's website 45 days before the first day of class for each term. In support of this regulation, UCF has implemented a Textbook and Instructional Materials Affordability communication timeline (refer to Appendix A), which ensures a timely process for the adoption of textbooks and instructional materials.

In addition, a website allows students to search for required textbooks and instructional materials and makes them aware of the Price Match Program, rental options, and other affordable choices. The website link is:

<https://ucf.bncollege.com/webapp/wcs/stores/servlet/TBWizardView?catalogId=10001&langId=-1&storeId=16552>

- b) Are the policies effective in meeting the reporting requirement? If not, what measures will be taken by the university to increase faculty and staff compliance for meeting the reporting requirement?

Response:

Since the implementation of the Textbook and Instructional Materials Affordability communication timeline, UCF has seen a significant improvement in the adoption of textbook and instructional materials by the 45-day deadline.

| Semester | Adoption Rate |
|-------------|---------------|
| Fall 2016 | 76 percent |
| Fall 2017 | 85 percent |
| Spring 2017 | 89 percent |
| Spring 2018 | 97 percent |

- c) Report the number of course sections and the total percentage of course sections that were able to meet the textbook and instructional materials posting deadline for the academic year. Note: A course section is in compliance if all textbooks and instructional materials in the course section have been entered by the deadline.

Response:

| Year | Date | | # of Courses | Percent |
|------|---------------------|------------|--------------|------------|
| 2017 | Fall | | | |
| | Total | | | |
| | 1 st Day | 08/21/2017 | 5557 | 91 percent |
| | 45-Day | 07/07/2017 | 5153 | 85 percent |
| 2018 | Spring | | | |
| | Total | | | |
| | 1 st Day | 01/08/2018 | 5721 | 98 percent |
| | 45-Day | 11/24/2017 | 5702 | 97 percent |

- d) Report the number of course sections and the total percentage course sections that were not able to meet the textbook and instructional materials posting deadline for the academic year. Provide an explanation as to why the course sections were not able to meet the posting deadline. Note: A course section is not considered in compliance if all textbooks and instructional materials in the course section were not entered by the deadline.

Response:

| Year | Date | | # of Courses | Percent |
|------|---------------------|------------|--------------|------------|
| 2017 | Fall | | | |
| | Total | | | |
| | 1 st Day | 08/21/2017 | 564 | 9 percent |
| | 45-Day | 07/07/2017 | 968 | 15 percent |
| 2018 | Spring | | | |
| | Total | | | |
| | 1 st Day | 01/08/2018 | 129 | 2 percent |
| | 45-Day | 11/24/2017 | 146 | 3 percent |

- e) Report the number of courses that received an exception to the reporting deadline. Provide a description of the exception(s).

Response:

Fall 2017

- **CLP 3143-0M50: Abnormal Psychology**
Reason: The adjunct faculty member was hired after the deadline.
- **CLP 3143-0W62: Abnormal Psychology**
Reason: The adjunct faculty member was hired after the deadline.
- **SYO 4400-0W58: Medical Sociology**
Reason: The book used for this course had a newer edition published after the deadline. The contents of the newer edition better supported the course's learning outcomes.
- **SYP 3530-0001: Juvenile Delinquency**
Reason: The adjunct faculty member was hired after the deadline.
- **SYD 3700-0001: Race and Ethnicity**
Reason: The faculty member was hired after the deadline.

- **SYG 2000H-201: Honors Introduction to Sociology**
Reason: The faculty member for this course was changed after the deadline.
- **SYG 2010-0003: Social Problems**
Reason: The adjunct faculty member was hired after the deadline.
- **SYO 3410-0001: Patterns of Mental Health in Society**
Reason: The adjunct faculty member was hired after the deadline.
- **SYP 3520-0001: Criminology**
Reason: The adjunct faculty member was hired after the deadline.
- **SYA 6315-0001: Qualitative Research Methods**
Reason: The book used for this course had a newer edition published after the deadline. The contents of the newer edition better supported the course's learning outcomes.

Spring 2018

- **GEB 4104: Small Business Development**
Reason: The faculty member was not aware of the policy. The faculty member has since been made aware of this policy and the need to work with their department to submit the necessary information by the deadline.



Appendix A

Textbook and Instructional Materials Affordability Communication Timeline

| Timing prior to start of semester | Audience | Action |
|---|--|---|
| 105 days | Academic Departments/Schools | Communication 1: Barnes & Noble communicates deadlines and available resources |
| | College Points of Contact (POCs) <i>College- and department-level contacts and faculty ambassadors</i> | Communication 2: Textbook coordinator communicates deadlines, resources and other relevant information |
| 100 days | POCs | Communication 3: Vice provost for Teaching and Learning sends reminder email and the courses without books (CWOB) list |
| 75 days | POCs | Communication 4: Vice provost for Teaching and Learning sends reminder email and CWOB list |
| | All Faculty | Communication 5: Provost sends reminder communication |
| | POCs and All Faculty | Workshop: Review textbook adoption requirements, critical deadlines, adoption platform (FacultyEnlight) tutorials, opportunity for faculty to submit textbook adoptions |
| 75 - 60 days | Academic Departments/Schools POCs with high CWOB | Textbook coordinator will communicate department-specific courses with outstanding textbook adoptions |
| 60 days | Deans & POCs | Communication 7: Vice provost for Teaching and Learning sends reminder email and CWOB list |
| 60-50 days | Academic Departments/Schools POCs with high CWOB | Textbook coordinator will communicate department-specific courses with outstanding textbook adoptions |
| 50-Day Institutional Deadline | | |
| 50-45 days | Academic Departments/Schools POCs and Director/Chair with high CWOB | Textbook coordinator will communicate department-specific courses with outstanding textbook adoptions |
| 45-Day State Mandated Deadline | | |
| 45 days | Provost, Deans, POCs | Communication 8: Vice provost for Teaching and Learning shares textbook adoption results |

ITEM: FF-5

**University of Central Florida
Board of Trustees**

SUBJECT: UCF Downtown Campus Housing Management Agreement

DATE: September 27, 2018

PROPOSED BOARD ACTION

Recommend approval of the Student Housing Management Agreement between Creative Village SHP, LLC, and the University of Central Florida for UCF's management of privately built downtown student housing adjacent to the UCF Downtown campus.

BACKGROUND INFORMATION

Ustler Development, Inc. and Development Ventures Group, Inc. and UCF previously entered into a project agreement outlining the general terms of UCF's construction of the UCF Downtown campus and Creative Village SHP's development of private student housing. Creative Village SHP is currently constructing a privately built and privately funded student housing building, which will also contain academic and student support service space that will be leased to UCF and Valencia College.

Creative Village SHP has requested, and UCF has agreed, to manage the student housing portion of the building for 20 years. Pursuant to the Student Housing Management Agreement, UCF will be responsible for the day-to-day maintenance, repairs, and housekeeping of the student housing portion of the building, as well as marketing, advertising, resident relations, and general management items, in accordance with a budget as supplied by Creative Village SHP. Creative Village SHP will pay UCF a management fee equal to 3 percent of gross revenues per month.

Supporting documentation: Attachment A: Student Housing Management Agreement

Prepared by: Jennifer Cerasa, Associate General Counsel

Submitted by: Jennifer Cerasa, Associate General Counsel

Attachment A

MANAGEMENT AGREEMENT

Between

CREATIVE VILLAGE SHP OWNER, LLC
Owner,

And

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

Manager

Dated Effective as of _____, 2018

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Note: This Table of Contents is for convenience of reference only. It is not part of the Management Agreement.

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EXHIBIT “B”: DETAILED STUDENT HOUSING SERVICES

EXHIBIT “C”: INITIAL OPERATING BUDGET

Attachment A

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (“**Management Agreement**”) is made and entered into as of the _____ day of _____, 2018 (the “**Effective Date**”) by and between **CREATIVE VILLAGE SHP OWNER, LLC**, a Delaware limited liability company (the “**Owner**”) and the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, an institution of higher education of the State of Florida (“**UCF**” or “**Manager**”).

RECITALS:

A. Ustler Development, Inc. and Development Ventures Group, Inc. (together, the “**Prior Developer**”) and Manager previously entered into a Project Agreement (UCF and Ustler/KUD), (the “**Project Agreement**”), pursuant to which UCF has committed to construct the UCF/Valencia Buildings at Creative Village to establish the UCF/Valencia Downtown Campus, and Owner as successor by assignment from Prior Developer has committed to construct on the Owner’s Site, a building that will include without limitation student housing for UCF Students and Valencia students, as well as academic and student support service space to be leased to UCF and to Valencia (the “**Owner’s Building**”).

B. A portion of the Owner’s Building shall include housing for not less than six hundred (600) students together with ancillary facilities and amenities to serve the residents of such living quarters as described in the floor plans and unit plans attached or to be attached hereto as **Exhibit “A”** (the “**Housing Component**”). The portion of the Owner’s Building which is not included in the Housing Component (the “**Non-Housing Component**”) is not included in or governed by this Management Agreement.

C. Manager has the experience and qualifications to manage and market student housing, in reliance upon which Owner desires to engage and appoint Manager to manage and market the Housing Component, and Manager desires to accept such engagement and appointment, all upon the terms and conditions set forth in this Management Agreement.

D. Manager and Owner have agreed in the Project Agreement that, subject to the terms and conditions thereof, the student housing beds provided by Owner will be the UCF managed housing for the UCF/Valencia Downtown Campus and that Owner will be the exclusive provider of UCF managed student housing for the UCF/Valencia Downtown Campus.

E. Owner and Manager (each a “**Party**” and collectively the “**Parties**”) desire to enter into this Management Agreement for the purpose of memorializing the terms and conditions upon and subject to which Owner engages and appoints Manager to manage and market the Housing Component and Manager accepts such engagement and appointment and agrees to manage and market the Housing Component.

F. Owner (as successor by assignment from Prior Developer) and Manager are also parties to a Lease Agreement (the “**Lease Agreement**”) setting forth the respective rights and obligations of Owner and UCF with respect to Owner’s development and UCF’s lease of academic support space in the Owner’s Building.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby covenant and agree as follows:

1. Recitals; Defined Terms. The foregoing Recitals are true and correct and they are hereby incorporated into and made a part of this Management Agreement. The defined terms set forth in the Project Agreement shall have the same meaning in this Management Agreement unless and to the extent otherwise defined herein.

2. Appointment and Acceptance. Owner hereby engages and appoints Manager as the exclusive manager and marketer of the Housing Component and Manager hereby accepts such engagement and appointment and agrees to manage and market the Housing Component, all upon and subject to the terms and conditions set forth in this Management Agreement.

3. Manager Authority and Responsibility; Costs and Expenses.

3.1. Generally. Manager shall use commercially reasonable efforts to manage, operate, maintain, and market the Housing Component, and to lease the housing units in the Housing Component to Eligible Tenants (as defined in Section 3.5), in accordance with this Management Agreement and in a manner generally consistent with the corresponding standards of management, operation, maintenance, marketing, and leasing of on-campus student housing at the UCF campus on Alafaya Trail in Orange County, Florida (the “**Main Campus**”), all of which shall be performed and carried out solely at the expense of Owner and for the Housing Component. Manager’s obligations under this Section 3.1 are subject to the availability of funds to be provided by Owner pursuant to this Management Agreement. Manager shall have no obligation to manage, operate, maintain, repair, market or lease the Non-Housing Component.

3.2. Pre-Opening Services. The foregoing and any other provision of this Management Agreement to the contrary notwithstanding, prior to the completion of the construction of the Owner’s Building and issuance of certificates of occupancy or equivalent as to all of the improvements constituting the Owner’s Building by the City, Manager’s obligations to manage, operate, maintain and repair the Housing Component shall be limited to providing the Pre-Opening Services. For the purposes hereof, “**Pre-Opening Services**” means and refers to the marketing and leasing of the student beds in the Housing Component, the hiring and training of personnel, the ordering of supplies, the engagement of contractors and other service providers and otherwise taking such steps as Manager deems necessary in accordance with this Management Agreement and the Initial Operating Budget (as defined in Section 4.1) to prepare for the opening and occupancy of the Housing Component upon completion of construction. Owner may retain an independent and qualified marketing consultant with respect to the marketing and leasing of the student beds in the Housing Component, in which event Owner will review with Manager the reasonable suggestions of such consultant and Manager will implement the agreed recommendations of the consultant in its marketing and leasing of the student housing beds. During the initial leasing period beginning September 1, 2018 and ending August 1, 2019, Manager will deliver to Owner monthly leasing reports on or before the 10th of each month beginning January 10, 2019 and continuing through August 10, 2019, identifying the student beds that have been leased and providing appropriate documentation as requested by Owner. The leasing reports will otherwise contain such information

and be in a form customarily provided by Manager for its internal recordkeeping purposes and approved by Owner.

3.3. Personnel.

3.3.1. Staffing. Manager shall hire such on-site personnel as may be necessary for the performance of the duties of Manager hereunder. On-site personnel may include, without limitation, resident managers, assistant managers, leasing managers, maintenance engineers, porters, cleaners, and handymen. Compensation for the services of such on-site managerial and maintenance personnel, including, but not limited to, base salaries, incentive bonuses, payroll taxes and all other costs of such employment, shall be operating expenses of the Housing Component to be borne by Owner.

3.3.2. Orientation and Training. Manager agrees that all employees hired for the Housing Component will be provided orientation and training as needed for all policies and procedures that pertain to their duties.

3.4. Resident Relations. Manager shall maintain professional, courteous and respectful relations with residents of the Housing Component.

3.5. Tenant Qualifications. Manager shall lease space at the Housing Component only to Eligible Tenants (as defined herein) at rates established from time to time by Owner. Manager is not authorized to establish, change or revise any rents, fees, deposits or other charges for the Housing Component without the prior written approval of Owner; notwithstanding the foregoing, Manager shall be able to add charges, to reverse charges due to erroneous or appealed amounts, and make reasonable non-material adjustments as necessary in the ordinary course of business. **“Eligible Tenants”** shall mean UCF Students and Valencia Students who are qualified to occupy the Housing Component under the terms of the Project Agreement and this Management Agreement. The parties agree that (a) if by the beginning of UCF’s spring semester, 2020, fewer than 95% of the student housing beds within the Housing Component are occupied, then the definition of Eligible Tenants shall be automatically expanded to include any full or part-time UCF Students or Valencia Students on any UCF or Valencia campus or on-line; and (b) if by the beginning of UCF’s fall semester, 2020, fewer than 95% of the student housing beds within the Housing Component are occupied, then the definition of Eligible Tenants shall be automatically expanded to include any full-time or part-time students from any university or college. A **“Tenant”** shall mean an Eligible Tenant who has (i) completed the necessary application and approval process established by Manager, and (ii) executed and delivered to the Manager a Lease (as defined in Section 3.6, a **“Lease”**) to occupy a student bed in the Housing Component.

Manager will at all times seek to fill empty beds with Eligible Tenants, and will expand its marketing to include as target residents the expanded definition of “Eligible Tenants”, if, whenever and so long as such expanded definition may take effect pursuant to this Section 3.5.

Manager shall utilize only lease forms that have been approved by Owner. Any material modification by the Manager to the lease form in connection with any specific Lease shall be subject to the prior approval by Owner. The lease form shall provide that it is the responsibility of each Tenant to maintain his or her status as an Eligible Tenant during the entire term of the

Lease. At the time each new Lease is executed or any Lease is renewed or modified, Manager shall obtain each prospective or renewing or modifying Tenant's written certification that such prospective or renewal Tenant is an Eligible Tenant and understands his or her obligation to maintain such status during the entire term of the Lease. If Manager acquires actual knowledge that any resident of the Housing Component is not an Eligible Tenant, then Manager will use reasonable efforts to evict such Tenant at the end of the semester (or sooner if the resident is a disciplinary problem or the advance payment of rent by the resident is not subject to rebate), unless such Tenant can establish and document to the reasonable satisfaction of Manager that the loss of such status will not last longer than the end of the then current semester and was a result of an unintended change in circumstances. Manager shall notify Owner whenever a resident is evicted at anytime other than the end of a semester and such eviction results in an obligation to rebate rent to the resident.

UCF's Golden Rule and other rules of student conduct of UCF shall be incorporated into the Leases [currently at <http://goldenrule.sdes.ucf.edu/>].

3.6. Leases. Manager shall execute and deliver, in the name of and on behalf of Owner, housing and residence life agreements on forms approved by Owner and executed by each student Tenant (each a "**Lease**" and collectively "**Leases**") for student beds in the Housing Component and any renewals and cancellations of such Leases and Manager shall comply with laws applicable to Owner's or Manager's responsibility for maintaining and refunding security deposits (if any) paid pursuant to the Leases and any interest thereon. Each Lease will be for an eleven and one-half (11 ½) month lease term from the beginning of the fall semester in August through the end of the next summer semester, unless (i) empty beds exist after the beginning of a semester, in which case, Manager may elect to offer a shorter term to fill the empty bed for the balance of the semester or lease term; or (ii) otherwise approved by Owner for a longer or shorter period. Manager shall use commercially reasonable efforts to enforce all Leases pertaining to the Housing Component, and is hereby authorized (a) to request, demand, collect, receive and receipt for all monthly rents, late payment charges, non-negotiable check charges and any other taxes or charges due from Tenants of the Housing Component permitted or required to be collected by Owner or Manager under any Lease with such Tenant under the Lease, as such amounts become due; (b) to initiate legal proceedings to collect overdue payments or, subject to the prior approval of Owner take such action as may be necessary to evict Tenants who are delinquent in such payments; and (c) to take all lawful and reasonable actions necessary to enforce, to the extent practicable, each Tenant's compliance with the applicable Lease. All legal actions shall be in the name, and on behalf of, Owner and all costs and expenses of suit and legal fees for the Housing Component shall be borne by Owner. Owner shall be kept advised of the status of legal actions concerning the Housing Component. The foregoing and any other provision of this Management Agreement to the contrary notwithstanding, Manager shall not be responsible for any losses due to uncollectible rents, deposits, fees, charges or any tax due thereon assuming Manager has exercised commercially reasonable best efforts to avoid any such losses.

Manager shall adjust rent payment due dates based upon payouts from UCF Financial Aid, and from the University Dormitory Plan offered by the Florida Prepaid College Board, which payouts typically provide for payment in September for the fall semester, and in January for the spring and summer semesters. Manager may allow a resident to defer the payment of rent in certain hardship cases based upon the same criteria as are applied to such cases on the

Main Campus, recognizing that such deferred rent payment represents a relatively minor portion (+/-3%) of the Gross Revenues. Manager shall adopt UCF's medical withdrawal policy for lease terminations [currently at <http://goldenrule.sdes.ucf.edu/>].

3.7. Purchases. Manager shall make, and is hereby authorized to make, such purchases as Manager shall deem advisable, so long as such contracts conform to the requirements of the approved Operating Budget (as defined in Section 4.1(a) below, the “**Operating Budget**”) and are reasonably necessary for Manager to perform its duties as defined hereunder. Manager shall also place purchase orders for such equipment, tools, appliances, materials and supplies as are necessary to perform Manager's maintenance, housekeeping and other duties as required by this Management Agreement. All such contracts and orders shall be made in the name of and on behalf of Owner, and all costs and expenses related thereto shall be operating expenses for the Housing Component and borne by Owner. At all times, Manager shall make purchases of, and where necessary or desirable let bids for, necessary labor and materials at the lowest cost that is, in Manager's judgment, consistent with good quality service standards. The foregoing is subject to the qualification that, if the estimated annual expenditures under any contract exceed one percent (1%) of the then current Operating Budget and more than one (1) provider is available, unless waived in writing by Owner, Manager shall obtain at least two (2) competitive pricing proposals.

Manager shall (a) whenever commercially reasonable and feasible, as determined by Manager, request that any such contracts include a provision for cancellation without penalty upon not more than thirty (30) days written notice by Manager; (b) require that all contractors provide evidence of sufficient insurance (with minimum coverage limits and maximum deductibles as required by UCF standard requirements and this Management Agreement; (c) require with respect to such insurance that Manager and Owner are named as additional insured parties (which may be waived by either party, in that party's sole discretion, if such waiver is not inconsistent with UCF standard requirements); and (d) require the contractor to obtain and maintain in good standing all licenses required by Florida law.

3.8. Residence Life Services. Manager shall retain staff from its UCF Housing and Residence Life department to provide residence life services at the Housing Component consistent with how such services are provided from time to time for UCF student housing on the Main Campus [currently see <http://www.housing.ucf.edu/pdf/communitylivingguide.pdf>]. Manager will provide a detailed monthly summary setting forth all current and projected expenses associated with the residence life program for the Housing Component, including the cost associated with providing housing subsidies (if any) for residence life staff. The number of beds to be allocated for use by residence life staff shall be as provided for in each annual Operating Budget. The Initial Operating Budget (as defined in Section 4.1(a) below, the “**Initial Operating Budget**”) provides for twelve (12) beds to be used for this purpose, but the number may vary from year to year as approved by Owner. Manager will not take action on any residence life matter if the matter is not budgeted for or otherwise may become an expense for the Housing Component without prior written approval of Owner. While this Management Agreement is in effect and the Manager is providing personnel and services, the expenses associated with the program shall be an operating expense for the Housing Component which shall be paid from the Manager's Account (as defined in Section 4.1(a) below, the “**Manager's Account**”). If Owner has a concern with any employee, personnel or staff provided by Manager, such concern shall be timely addressed directly by Manager.

3.9. Repairs, Maintenance and Housekeeping. Owner shall be responsible for all necessary repairs (including any capital repairs and maintenance of building systems) within the Owner's Building, including without limitation the Housing Component. To the extent permitted by the Operating Budget and funds then in the Manager's Account and not required by the Operating Budget to be used for other purposes, Manager shall be responsible for all regular maintenance, cleaning, janitorial, trash pick-up, and housekeeping for the Housing Component in a manner generally consistent with the corresponding standards for similar services of on-campus student housing at the Main Campus. Regular maintenance work shall be performed by Manager so as to maintain the Housing Component and its furniture, fixtures and equipment in accordance with the standard set forth above and to comply with any applicable law, ordinance, order or other requirement of any governmental authority with jurisdiction over the Housing Component; provided, however, that Manager shall not be required to perform those maintenance and housekeeping obligations required to be performed by a Tenant under such Tenant's Lease unless the Tenant fails to perform such obligations.

The foregoing to the contrary notwithstanding, Manager shall not be required to coordinate or manage capital improvements to the Owner's Building or Housing Component which fall outside the ordinary course of business of managing the Housing Component unless and until the Parties enter into a separate, mutually agreeable capital improvement management agreement which shall further specify the Parties' respective duties and obligations and the fees or other compensation to be paid by Owner to Manager for such additional services.

Except for the Pre-Opening Services, and except as set forth in the Project Agreement, the Lease Agreement, and this Management Agreement, Manager shall have no responsibility in connection with the initial construction of the Owner's Building or the Housing Component. Manager agrees to cooperate with any contractors and construction manager engaged by Owner for any Tenant improvements or other construction work in Owner's Building.

3.9.1. Pests. Manager agrees to perform inspections of the Housing Component, and to communicate and coordinate with Owner and Owner's pest control service so as to prevent and control infestations by insects, rodents and vermin, and as provided for in the Operating Budget. Manager will cooperate with any corrective or extermination work reasonably recommended by such services to be performed.

3.9.2. Work Orders. Manager shall implement a work order system for Tenants of the Housing Component to report maintenance and repair issues and for Manager to use to communicate and coordinate the need for repairs, if any, with Owner. Maintenance and service requests of the Tenants of the Housing Component shall be received, considered and promptly acted upon and recorded in systematic fashion in order to make a permanent record of action taken with respect to each such request. Such system shall have the ability to prioritize work orders, appropriately alert the correct responder both during normal working hours and after hours' operations, and track completion of the order. Additionally, Manager shall provide to Owner a quarterly report setting forth all maintenance and repair requests and how such requests were resolved.

3.9.3. Inspections and Reports. Manager shall conduct a daily walk-through of the grounds and common areas for the Housing Component and a bi-monthly inspection of the

accessible portions of the Housing Component. Items found in need of maintenance, repair, or replacement will be logged into the work order system and scheduled for action by Manager or Owner. Manager shall provide to Owner a quarterly written report setting forth the results of that quarter's walk-through inspections of the Housing Component. Except in the event of an emergency, Manager shall submit to Owner written recommendations for required repairs, replacements and alterations to the Housing Component that are Owner's responsibility under this Management Agreement, together with estimated costs associated with such repairs, replacements and alterations.

3.10. Taxes and Assessments; Filing for Exemptions. Owner will pay when due all real estate and personal property taxes (if any), improvement assessments and other like charges which are or may become liens against the Housing Component. Manager shall assist Owner with the annual preparation, timely filing, and prosecution of any applications or documents needed to be filed for the exemption of the Housing Component from ad valorem real estate taxes if and to the extent allowed by law. Manager shall timely request execution by Owner of any papers or documents needed to file for such exemption.

3.11. Licenses and Permits. At Owner's sole cost and expense pursuant to the Operating Budget, Manager shall maintain in effect all licenses, permits and other governmental approvals required with respect to the Housing Component (such as, without limitation, certificates of occupancy, elevator permits, telecommunications licenses, and health permits). In addition, Manager will secure and keep in effect during the term of this Management Agreement all licenses, permits, certifications, and authorizations required to qualify and enable Manager to perform its duties under this Management Agreement (such as, without limitation, any required property manager's license) and Manager shall comply with all local, state and federal laws applicable to the performance of its duties under this Management Agreement.

3.12. Marketing and Promotion. For the Housing Component, Manager shall engage in any and all commercially reasonable marketing, advertisement, social networking and other promotions, programs and activities that are equivalent to those same services utilized on the Main Campus and appropriate for an urban student housing project such as the Housing Component. Such promotions, programs and activities shall be at the expense of Owner, as permitted by the applicable approved Management and Marketing Plan (as defined in Section 4.1 below, the "**Management and Marketing Plan**") and Operating Budget and which are appropriate for the purpose of marketing and promoting the leasing of student beds in the Housing Component to UCF Students and Valencia Students. Manager shall coordinate and cooperate with Valencia College and assist Valencia College in its marketing, promoting and leasing of student beds in the Housing Component to Valencia Students. Each year, Manager will submit to Owner a proposed annual marketing, advertising and promotion plan for the upcoming school year that begins in the fall semester as part of the Management and Marketing Plan. Manager agrees to provide to Owner upon request at any time and from time to time, copies of the advertising and promotional materials then being used by Manager to market and lease the Housing Component. Manager will at all time seek to fill empty beds with Eligible Tenants as defined in Section 3.5 of this Management Agreement, and will expand its marketing program to include as target residents the expanded definition of Eligible Tenants, if, whenever and so long as such expanded definition may take effect pursuant to said Section 3.5.

3.13. Compliance. To the extent permitted by each Operating Budget and funds from time to time available in the Manager's Account, Manager shall use commercially reasonable efforts to manage, operate, maintain, and market the Housing Component in accordance with this Management Agreement, the Project Agreement and applicable law and to take all actions consistent with Manager's obligations under this Management Agreement which are required in order to fulfill and comply with Owner's obligations under all contracts or agreements for the Housing Component.

3.14. Services. As part of the services required by this Management Agreement, Manager agrees to provide the Detailed Student Housing Services as outlined in Exhibit "B" attached to this Management Agreement.

3.15. Valencia Participation. Manager acknowledges and agrees that a portion of the student beds are to be leased to Valencia Students. Further, Manager agrees that it will work with Owner and Valencia (i) to develop an appropriate website and marketing materials for the ongoing leasing of student beds in the Owner's Building to Valencia Students, and (ii) to define the student life services, including access to parking, to be provided to and received by Valencia and the Valencia Students at the Owner's Building. The allocation of student beds to Valencia Students at the Owner's Building will be subject to agreement by Owner, Valencia and UCF to be set forth in an Addendum to this Management Agreement to be executed by the Parties and Valencia; however in no event will the number of student beds allocated to Valencia be less than thirty percent (30%) of the total student beds in the Housing Component unless agreed between UCF and Valencia and approved by Owner. If Valencia does not fill the student beds allocated to Valencia Students, UCF shall be allowed to lease those beds to UCF Students for the applicable time period and the foregoing allocation will be re-established for the next leasing period subject to demand by Valencia Students.

4. Operating Budget, Operating Accounts, Reports, Books and Records.

4.1. Operating Budget and Management and Marketing Plan. Manager shall submit to Owner for Owner's review and approval, an annual plan for the ensuing Fiscal Year that includes the following:

(a) Not later than sixty (60) days prior to the expiration of each Fiscal Year ("**Fiscal Year**", which shall mean the period commencing July 1 of each calendar year and ending June 30 of the following calendar year), a proposed budget (each, an "**Operating Budget**") for the operation of the Housing Component for such Fiscal Year, including but not limited to line items for proposed rents, charges, projected revenues from Leases to Eligible Tenants and other operations of the Housing Component and proposed operating expenses for all regular maintenance, housekeeping and other operating and administrative expenses of the Housing Component. Owner shall respond to Manager's proposed Operating Budget within twenty (20) days after submission from Manager with questions, comments and suggested edits to the proposed Operating Budget, and thereafter Manager and Owner shall discuss and resolve any differences of opinion as to any specific matter towards the end of finalizing the Operating Budget prior to the beginning of each Fiscal Year. Rents shall be established by Owner from time to time in amounts which Owner in its sole discretion determines are reflective of market conditions, without caps, controls or limitations. To the extent supported by prevailing market conditions determined by Owner and subject to any

applicable requirements and restrictions imposed by law, Manager will assist Owner in its efforts to establish and charge rental rates for the student housing beds in the Housing Component and charges for other revenue producing facilities of the Housing Component and the services related thereto at a level sufficient to maintain maximum practicable occupancy and use of the Housing Component and the services related thereto. The Operating Budget for the first Fiscal Year of operation of the Housing Component (the “**Initial Operating Budget**”) will be attached to this Management Agreement as **Exhibit “C”**. It shall not be necessary to amend this Management Agreement in order to establish or revise the Initial Operating Budget.

(b) Not later than November 1, a proposed management and marketing plan (each, a “**Management and Marketing Plan**”) for the Housing Component for the following Fiscal Year, including policies, staffing, staff training inclusive of fair housing and nondiscrimination training and awareness, facilities management, Eligible Tenant satisfaction and retention measurements, marketing and promotional plans, and student and student’s guest conduct regulations, insurance program, and other programs or activities in discharge of Manager’s duties under this Management Agreement.

(c) Any additional information that may be reasonably requested by Owner.

Each Operating Budget and Management and Marketing Plan is subject to approval in writing by Owner. In the event Owner and Manager are unable to agree upon a mutually-acceptable Operating Budget or Management and Marketing Plan for any Fiscal Year, the Operating Budget and Management and Marketing Plan for the preceding Fiscal Year shall remain in effect, but the expenses in the Operating Budget shall be adjusted for any increase in the consumer price index until the dispute is resolved.

Manager shall manage, operate, maintain, and market the Housing Component in accordance with each approved Operating Budget and Management and Marketing Plan, as amended and replaced from time to time in accordance with this Management Agreement; provided, however, that Manager shall have the option, at its professional discretion, to reallocate amounts among the various line items in the then current Operating Budget if the amount of reallocation does not cause the original amount of such line item to vary by more than ten percent (10%) and the reallocation of line item amounts does not increase the total amount of the Operating Budget. Otherwise, Manager shall obtain the written consent of Owner prior to incurring any item of expense in excess of the amount budgeted for such expense within a particular line item category of the applicable Operating Budget; provided, however, that, if adequate funds are available in the Manager’s Account (as defined in Section 4.2.1 below), and Manager determines in its professional discretion that actions are required for the preservation and safety of the Housing Component or its residents or to avoid the suspension of any necessary service to the Housing Component, Manager may take such actions, despite the cost limitations imposed by this Section 4.1, without obtaining Owner’s prior written approval but with an obligation to notify Owner as quickly as possible upon discovery of such emergency and subject at all times to Owner’s direction once notified.

If Manager discovers a need to incur any expense not anticipated as to type or amount by the applicable approved Operating Budget, Manager shall develop and recommend for approval by Owner such amendment or supplement to the Operating Budget as shall be necessary to

include such unanticipated expense. Any revisions shall be subject to review and approval in writing by Owner, and any disputes with regard thereto shall be resolved, in the same manner and with the same effect as is the original Operating Budget. If Owner does not provide the funds to cover the unanticipated expense when needed, any failure of Manager to make payment of such expense shall not be considered a default by Manager under this Management Agreement.

4.2. Operating Accounts.

4.2.1. Operating Accounts. All gross income from the Housing Component (“**Gross Revenue**”), including but not limited to all rents, fees, assessments, tenant storage, coin operated machines of all types (e.g., vending machines and pay telephones) and interest, promptly upon receipt by Manager, shall be accepted and held by Manager in trust for the benefit of the Owner and deposited into a bank account (the “**Manager’s Account**”) established and maintained by Manager in the name of Manager with a financial institution selected by Manager whose accounts are insured by the Federal Deposit Insurance Corporation, up to specified limits, or collateralized with securities held in Florida’s multiple financial institution collateral pool required by Chapter 280, Florida Statutes. The Manager shall maintain books and records to segregate these funds held in trust for the benefit of Owner. On the first business day of each calendar month, and on the fifteenth day of January, May and September (or the first business day thereafter if the fifteenth day is not a business day), Manager will wire transfer all Gross Revenues received by Manager that have not been previously disbursed to an account established and maintained by Owner in the name of Owner (the “**Owner’s Account**”) with a financial institution selected by Owner whose accounts are insured by the Federal Deposit Insurance Corporation. From time to time, as and when required, Owner shall make disbursements from the Owner’s Account back to the Manager’s Account. The amounts disbursed from Owner’s Account into Manager’s Account shall be those amounts which Owner and Manager have estimated in the approved Operating Budget as required for Manager to pay and discharge the obligations of Manager in accordance with this Management Agreement and each approved Operating Budget, including, but not limited to, the Pre-Opening Services Fee (as defined below), Management Fee (as defined below) and reimbursements due Manager. Promptly following Manager’s receipt of monthly statements from the Manager’s Account bank, Manager shall provide to Owner copies of the same, together with such account reconciliations as Owner may require.

4.2.2. Capital Expenditures. Manager is not responsible for any capital expenditure unless Owner and Manager have agreed in writing as to items for which Manager will take responsibility.

4.2.3. Ownership of Operating Accounts. All funds from time to time held in the Owner’s Account or the Manager’s Account shall be the property of Owner, and as it relates to the funds in the Manager’s Account, subject to disbursement by Manager in accordance with this Management Agreement. Disbursements shall be made from the Manager’s Account by Manager from time to time only (a) in accordance with the then current Operating Budget, this Management Agreement and other written approvals by Owner, and (b) upon the signatures of Manager’s authorized personnel.

4.3. Reports and Returns. Within thirty (30) days following each Fiscal Year quarter during the term of this Management Agreement and also within thirty (30) days following

the expiration of the term of this Management Agreement, Manager shall provide to Owner financial statements with respect to the results of operations of the Housing Component during such quarter, including, but not necessarily limited to: (a) a statement of receipts and disbursements; (b) an aging of accounts receivable; (c) a comparison of income and expense to the Operating Budget, with variance explanations; (d) a security deposit statement (if any are collected); (e) a rolling twelve (12) month actual and forecast projection for Owner's current Fiscal Year; and (f) Manager's comments and recommendations. Such statements shall present fairly the financial position and results of the operations of the Housing Component in relationship to the approved annual Operating Budget, and shall be reasonably detailed, including cash flow statements reflected operating results, supporting schedules of revenues and expenditures, and a balance sheet showing the Manager's Account cash position at the end of such quarter. Such statements shall be accompanied by an update with respect to the occupancy of the Housing Component at the end of such quarter.

Working in conjunction with an accountant designated by Owner, Manager shall assist in the preparation, for execution and filing by Owner, of all forms, reports and returns required by any governmental authority having jurisdiction over the Housing Component; provided, however, that Manager shall not be obligated to prepare any of Owner's state or federal income tax returns. Manager shall prepare and file all forms, reports and returns for unemployment insurance, workmen's compensation insurance, disability benefits and social security for Manager's on-site employees for the Housing Component;

4.4. Processing of Invoices. So long as sufficient funds are available in the Manager's Account, Manager shall timely pay, prior to delinquency, all bills or invoices for the Housing Component whenever satisfactory service or supplies have been received so as to maintain good credit and payment history for the Housing Component. Manager shall receive, review and approve all invoices for expenses incurred in managing, operating, and maintaining the Housing Component and shall pay such invoices in a timely manner from funds available in the Manager's Account if they are within the approved Operating Budget or if they have been approved in writing by Owner.

4.5. Books and Records. Manager shall keep accurate books and records for the Housing Component in accordance with generally accepted accounting principles consistently applied. Owner shall have the right to inspect and copy the Manager's books and records for the Housing Component after reasonable prior notice to Manager. In addition to such inspections, Owner has the right to conduct during customary business hours, at the expense of the Owner, audits of all books and records pertaining to the Housing Component under the control of Manager, and Manager shall make all such books and records available in Orlando, Florida to Owner or any reputable outside accounting firm retained by Owner. Audits may be made on a periodic basis and may be conducted by employees of Owner or by reputable, independent auditors retained by Owner. Manager shall make available to Owner, at mutually agreeable times, upon reasonable prior notice and for reasonable periods of time, any employees or officers of Manager with knowledge of the Housing Component for interviews regarding the Housing Component. Manager shall develop a records retention and storage policy consistent with Owner's needs. Manager shall not destroy or dispose of any records without Owner's consent. Manager may develop an electronic storage method for any or all records as opposed to incurring the expense associated with physical storage and security. Promptly following expiration or termination of this Management Agreement for any

reason, Manager shall deliver to Owner all books, records, accounts, contracts, Leases, deposits, unpaid bills and other papers required for the continuing management and operation of the Housing Component. Owner acknowledges that Manager may retain a copy of such information in its own files and for recordkeeping purposes.

4.6. Meetings.

4.6.1. Quarterly Meetings. Within thirty (30) days after the close of each Fiscal Year quarter, a representative of Manager shall meet with representatives of Owner to discuss Manager's financial reports, the financial performance of the Housing Component, the adequacy of the Operating Budget, and any other matters pertaining to the Housing Component and this Management Agreement.

4.6.2. Budgetary Meetings. Upon request from time to time during the Fiscal Year, a representative of Manager shall meet with representatives of Owner to discuss and develop the Operating Budget and Management and Marketing Plan for the upcoming Fiscal Year.

4.6.3. Telephone or Video Conferencing. At the discretion of Owner, any meeting under this Section 4.6 may take place by telephone or video conference.

5. Expenses.

5.1. Generally. Except as otherwise provided in Section 5.3, and any provision other than said Section 5.3 of this Management Agreement to the contrary notwithstanding, and whether or not so stated elsewhere in this Management Agreement, all costs and expenses incurred by Manager in the performance and carrying out of Manager's authority, responsibilities and obligations under this Management Agreement to manage, operate, maintain, and market the Housing Component and which are consistent with this Management Agreement and approved Operating Budgets shall be deemed operating expenses for the Housing Component and shall be borne solely by Owner and paid from the rents and other revenues of the Housing Component. Any other provision of this Management Agreement to the contrary notwithstanding, the Parties acknowledge and agree that the sole source of funds to pay the costs and expenses of managing, operating, maintaining, repairing and marketing of the Housing Component in accordance with this Management Agreement are the rents, revenues and other proceeds of the Housing Component and any funding provided by any mortgagee for such purpose. All actions taken by Manager in the performance of, and which are not inconsistent with, Manager's obligations under this Management Agreement shall be taken as independent contractor for Owner and, except as provided in Section 5.3 below, all obligations or operating expenses so incurred shall be for the account of, on behalf of, and at the expense of, the Owner for the Housing Component.

5.2. Reimbursable Expenses. Any payments to be made by Manager in the performance of its obligations under this Management Agreement shall be made out of such sums as are available in the Manager's Account. Manager shall not be obligated to expend its own funds for any payments which Manager is authorized or required to make under this Management Agreement. If Manager, in Manager's professional discretion, advances any cost or expense which is consistent with this Management Agreement and an approved Operating Budget, Manager shall

be entitled to reimbursement for such cost or expense incurred on Owner's behalf or for the benefit of the Housing Component from funds available for that purpose in the Manager's Account.

Reimbursable expenses shall include, but are not limited to, all amounts specifically referenced in this Management Agreement and any approved Operating Budget, together with (a) costs of operation incurred by Manager such as, but not limited to, administrative third-party costs relating to late rent payments, non-negotiable check charges and credit reporting fees, (b) marketing, advertising and promotional materials and other documentation preparation and reproduction charges, long distance telephone charges, postage and shipping charges, such as but not limited to next-business-day courier and registered mail, and (c) reasonable attorney's fees, court costs, and expenses and time costs incurred by Manager in connection with any claim, proceeding or suit involving an alleged violation by Manager or Owner of any law pertaining to fair employment, fair credit reporting, environmental protection, taxes, persons with disabilities, fair housing or otherwise relating to the Housing Component, except that Owner shall not be liable for such reimbursements if Manager is finally adjudicated to have violated such law personally, and not in its representative capacity.

5.3. Non-Reimbursable Expenses. Other than on-site and pre-approved off-site employees hired by Manager pursuant to Section 3, Owner shall not be obligated to pay any costs and expenses of the supervisory services to be rendered by Manager's employees or other overhead or indirect costs of Manager; provided, however, Manager shall be entitled to include in the Operating Budgets, as an expense of Owner for the Housing Component, fair and reasonable allocations of portions of the salaries, other compensation and benefits and related overhead costs and expenses of any off-site employees of Manager who assist in providing Manager's services under this Management Agreement.

6. Compensation.

6.1. Pre-Opening Services Fee. As compensation for the Pre-Opening Services, Manager shall be entitled to receive a fee (the "**Pre-Opening Services Fee**") in the fixed and agreed amount of Ten Thousand Dollars (\$10,000.00). The Pre-Opening Services Fee shall be paid to Manager by Owner upon the Housing Occupancy Date as defined in the Project Agreement.

6.2. Management Fee. As compensation for the services to be performed by Manager under this Management Agreement, other than the Pre-Opening Services Fee, Manager shall be entitled to receive a fee (the "**Management Fee**") in the amount equal to three percent (3.0%) of the Gross Revenue received with respect each calendar month of the term of this Management Agreement. The Management Fee payable to Manager with respect to any calendar month during the term of this Management Agreement shall be payable in arrears after the end of such calendar month, and Manager shall be entitled and authorized to pay such Management Fee from the monies available in the Manager's Account and pursuant to the Operating Budget. No error by Manager in calculation of the Management Fee shall constitute a waiver by Manager of payment of all amounts due under this Management Agreement.

6.3. Interest. If and to the extent that sufficient funds are not available in the Manager's Account to pay when due any Management Fee or expense reimbursement due Manager under this Management Agreement, the amount due and owing shall bear interest from the date due

through the date on which Manager receives payment at the lesser of the prime rate of interest published from time to time by the Wall Street Journal or similar United States publication, plus five hundred (500) basis points, or the maximum lawful rate of interest.

7. Term; Termination. If this Management Agreement is not terminated early by one or more of the events described below, this Management Agreement shall have a term of twenty (20) years, commencing at 12:01 a.m., Orlando, Florida time, on August 1, 2019 and expiring at midnight, Orlando, Florida time, on July 31, 2039. This Management Agreement may only be terminated by Owner or Manager pursuant to this Section 7.

7.1. Termination For Cause.

7.1.1. By Owner. For purposes of Section 7.1, the following events shall constitute “cause” for the termination of this Management Agreement by Owner:

(a) A petition in bankruptcy is filed by Manager, or Manager makes an assignment for the benefit of creditors or takes advantage of any insolvency act, or any act affording protection against creditors, or a petition in bankruptcy is filed against Manager and not dismissed within ninety (90) days following filing;

(b) The dissolution or liquidation of Manager;

(c) A breach by Manager of, or failure by Manager to keep or perform, any material covenant made or required to be kept or performed by it under this Management Agreement;

(d) Gross negligence or willful misconduct of Manager;

(e) Fraud, misappropriation, embezzlement by Manager; or

(f) The failure of Manager to maintain all licenses and permits necessary for Manager to discharge its duties under this Management Agreement.

(g) Default of Manager under the Project Agreement or Lease Agreement which is not cured within any applicable cure period thereunder.

7.1.2. By Manager. For purposes of Section 7.1, the following events shall constitute “cause” for the termination of this Management Agreement by Manager:

(a) A petition in bankruptcy is filed by Owner, or Owner makes an assignment for the benefit of creditors or takes advantage of any insolvency act, or any act affording protection against creditors, or a petition in bankruptcy is filed against Owner and not dismissed within ninety (90) days following filing;

(b) The dissolution or liquidation of Owner;

(c) A breach by Owner of any material covenant made or required to be kept or performed by it under this Management Agreement;

(d) Gross negligence or willful misconduct of Owner;

(e) Fraud, misappropriation, embezzlement by Owner; or

(f) The failure of Owner to pay any Management Fee or reimbursement due Manager pursuant to this Management Agreement or to fund the Manager's Account with sufficient funds to satisfy the cash requirements of Manager with respect to the Housing Component; provided, however, that no default in this regard by Owner shall be deemed to have occurred so long as there are sufficient funds in the Manager's Account or the Owner's Account to pay Manager the amounts due it hereunder, and to pay when due all anticipated liabilities and obligations of the Housing Component.

(g) Default of Owner under the Project Agreement or Lease Agreement which is not cured within any applicable cure period thereunder.

7.1.3. Notice and Cure. This Management Agreement may be terminated by the non-defaulting Party (the "**Aggrieved Party**") upon thirty (30) days written notice delivered to the defaulting Party (the "**Defaulting Party**") in the event the Defaulting Party has defaulted for any reason stated in Section 7.1.1 (a) or (b) or Section 7.1.2 (a) or (b). If either Party believes the other Party has breached any material covenant made or required to be kept or performed by it under this Management Agreement, has acted in any grossly negligent manner or has engaged in any willful misconduct, then, prior to terminating this Management Agreement for cause pursuant to Section 7.1.1 (c), (d), (e), (f) or (g) or Section 7.1.2 (c), (d), (e), (f) or (g), the Aggrieved Party must provide written notice to the Defaulting Party giving specific reasons why the Defaulting Party is in breach of Section 7.1.1 (c), (d), (e), (f) or (g) or Section 7.1.2 (c), (d), (e), (f) or (g), as the case may be, and giving specific details as to what efforts or actions the Allegedly Defaulting Party is required to take in order to cure such breach. If the Defaulting Party fails to cure the breach noted in the Aggrieved Party's notice within thirty (30) days after the Defaulting Party's receipt of said notice, or within such longer period as may reasonably be necessary due to the nature and extent of the required cure, and the Aggrieved Party is still dissatisfied, the Aggrieved Party shall provide a further written notice to the Defaulting Party specifying the breach still considered to be in need of correction. If the Defaulting Party still does not cure the breach within fifteen (15) days after receipt of the second notice from the Aggrieved Party, or within such longer period as may reasonably be necessary due to the nature and extent of the required cure, then the Defaulting Party shall be in default of this Management Agreement and the Aggrieved Party shall be entitled to terminate this Management Agreement by further written notice to the Defaulting Party, in which event the termination shall take effect thirty (30) days after the Defaulting Party's receipt of the said notice of termination.

7.2. Termination of Project Agreement or Lease Agreement. This Management Agreement shall also terminate immediately upon any termination of the Project Agreement or the Lease Agreement.

7.3. Obligation to Pay Survives Termination. Manager's right to receive payment of the Management Fee, reimbursements and interest thereon as provided in this Management Agreement shall survive the termination or expiration of this Management Agreement for any reason.

7.4. Remedies Upon Breach; Limitation on Liability. Upon a breach of this Management Agreement by a Party, the other Party shall be entitled to exercise any and all remedies available at law or in equity and such other remedies as are expressly provided in this Agreement. Any provision of this Management Agreement to the contrary notwithstanding, the Parties agree that neither Party shall have liability for any speculative, exemplary or consequential damages under or in connection with this Management Agreement or any alleged default hereunder by a Party.

8. Insurance, Liability Limitation, and Environmental Indemnification.

8.1. Owner's Insurance. Owner shall obtain and maintain for the Housing Component, in Owner's and Manager's names and at Owner's expense, all insurance policies required by this Management Agreement and applicable law, with the exception that Manager shall provide for the Housing Component, at the expense of Owner, fidelity insurance coverage as required from time to time by the Owner. Without limiting the foregoing, Owner shall obtain and maintain comprehensive general public liability insurance against claims for all injury, death or property damage occurring on, in, or about the Housing Component with a combined single limit of not less than Five Million Dollars (\$5,000,000) for each occurrence for personal injury, death and property damage, with such deductible limits as Owner may deem advisable. Owner and Manager shall be named insureds on such policy. Owner shall deliver to Manager a copy of the required insurance policy and a certificate evidencing such insurance no later than the date that the Housing Component of the Owner's Building is open for student occupancy. Insurance premiums in the Initial Operating Budget, and any future costs or expenses with respect to the insurance described in this Section 8.1, shall be reflected in the Operating Budgets as an operating expense payable by Owner from the Gross Revenues.

8.2. Manager's Insurance. Manager shall provide to Owner a certificate evidencing Manager's applicable insurance coverage, including but not limited to fidelity insurance coverage, in an amount of not less than \$2,500,000.00 and with coverage limits approved by Owner, said certificates to be provided not later than the date Manager first collects any funds on account of the Leases.

8.3. Claims. Manager shall investigate and make a written report to Owner as to any accidents or claims for damages relating to the Housing Component, including, but not limited to, any damage or destruction to the Housing Component. Manager shall promptly notify Owner of any single loss or event likely to give rise to a claim against an insurer for an amount in excess of \$500.00 covered by any insurance required to be maintained pursuant to this Management Agreement. If any claim, demand, suit or other legal proceeding is threatened in writing or instituted by any person against Manager or Owner with respect to the Housing Component, Manager shall deliver to Owner and such other affected party prompt written notice and all pertinent information and reasonable assistance in the defense or other disposition thereof, all at the expense of Owner for the Housing Component. Manager shall cooperate with insurance carriers in the processing of insurance claims.

8.4. Limitations on Liability. Neither Party shall be liable for any speculative, exemplary or consequential damages under or in connection with this Management Agreement or the contractual relationship hereby memorialized. All personal property placed or moved into the

Housing Component will be so moved or placed at the sole risk of the Manager or individual Tenant that is the owner of such personal property. ANY PROVISION OF THIS MANAGEMENT AGREEMENT TO THE CONTRARY NOTWITHSTANDING, MANAGER SHALL NOT BE DEEMED TO INSURE THE TRANQUILITY OF THE PROJECT OR THE SAFETY OR SECURITY OF ANY PERSON OR ANY PERSONAL PROPERTY FROM TIME TO TIME LOCATED UPON, WITHIN OR IN THE VICINITY OF THE PROJECT. Except as may be expressly set forth in this Management Agreement, Manager disclaims, and Owner, on behalf of itself and its tenants, guests, invitees, successors and assigns releases, exonerates and discharges Manager from, any and all warranties and representations, whether oral or written, express or implied, including, but not limited to, any warranty of suitability, merchantability or fitness for a particular purpose, in any way related to or arising out of the design, engineering, obtaining of licenses, permits and approvals for, or the development, construction, installation or furnishing of the Owner's Building or the Housing Component. The provisions of this Section 8.4 shall survive any expiration or termination of this Management Agreement.

8.5. Environmental Indemnification. Manager shall not, and except for Owner Manager shall not allow others to, dig, grow gardens or otherwise have contact with the soil under or outside of the Owner's Building. Manager shall not cause or permit any Hazardous Substances (as defined in the Lease Agreement) to be used, stored, generated or disposed of on or in the Housing Component or any portion of the Owner's Building by Manager, Manager's employees, agents, assignees, Tenants, concessionaires, licensees, contractors, subcontractors, guests or invitees. Subject to limitations, if any, of 768.28 Florida Statutes, Manager shall be responsible for any and all damages from Manager causing or permitting Hazardous Substances on the Housing Component or any portion of the Owner's Building. If Manager causes or permits the presence of any Hazardous Substances on the Housing Component or any portion of the Owner's Building and such results in contamination, Manager shall promptly, notify Owner and then at Owner's option, (i) Manager shall at Manager's sole expense, take any and all necessary actions approved by Owner to return the Owner's Building to the condition existing prior to the presence of any such Hazardous Substances, or (ii) pay Owner to take any and all necessary actions to return the Owner's Building to the condition existing prior to the presence of any Hazardous Substance. Manager shall undertake no testing for Hazardous Substances on the Owner's Building or take any remedial actions without in each instance obtaining Owner's prior written consent, which consent shall not be unreasonably withheld or delayed. Owner shall have access to the Housing Component in order to investigate and test with respect to any suspected release of Hazardous Substances in contravention of this Section 8.5, and to access the Housing Component as needed for any remedial action deemed necessary by Owner. Except to the extent that any of the following described circumstances arises from a failure of Manager to comply with the provisions of this Section 8.5, Owner shall protect, indemnify, save, defend, and hold harmless Manager from and against any and all liability, loss, damage, actions, causes of action, costs or expenses whatsoever (including reasonable attorneys' fees and expenses) and any and all claims, suits and judgments which Manager may suffer, as a result of or with respect to: (a) any environmental claim relating to or arising from the Owner's Building; (b) the violation of any Environmental Law in connection with the Owner's Building; (c) any release, spill, or the presence of any Hazardous Materials affecting the Owner's Building; and (d) the presence at, in, on or under, or the release, escape, seepage, leakage, discharge or migration at or from, the Owner's Building of any Hazardous Materials, whether or not such condition was known or unknown to Owner. This indemnity shall survive the expiration or termination of this Management Agreement.

9. Time; Force Majeure. Time is of the essence in all matters pertaining to the performance of this Management Agreement. If any deadline for the performance of any act or the giving of any notice, demand or request required or permitted by this Management Agreement would otherwise expire on a non-business day, the deadline for such performance or giving or sending of such notice, demand or request period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the majority of the banks operating in Orange County, Florida shall not be regarded as business days.

Any provision of this Management Agreement to the contrary notwithstanding, any failure or delay of a Party to perform as provided under this Management Agreement shall not be a breach of this Management Agreement, and any applicable deadline shall be automatically extended, if and to the extent such failure or delay results from any of the following: act of God, inclement weather, discovery of any adverse physical or environmental condition of the Housing Component, moratorium or other stop work order issued by any governmental authority, delay caused by any governmental authority in issuing or refusing to issue any license, permit or approval required for the Housing Component, litigation, labor disputes, material shortage, terrorist act, war, sabotage, theft, vandalism, riot or civil commotion.

10. Reciprocal Assurances.

10.1. Owner. Owner represents and warrants to Manager, and Owner covenants with Manager, as of the Effective Date and continuously throughout the term of this Management Agreement, that (a) Owner is a limited liability company, duly organized and validly existing under the laws of the State of Delaware, (b) Owner is qualified to conduct business in the State of Florida; (c) Owner has the requisite right, legal capacity, power and authority to enter into this Management Agreement and to perform its obligations under this Management Agreement; subject, however, to Owner's construction of the Owner's Building as described in the Project Agreement and Lease Agreement, (d) neither the execution and delivery of this Management Agreement nor the performance of this Management Agreement by Owner will result in any breach of, or constitute a default under or conflict with, any agreement, covenant or obligation binding upon Owner, (e) the persons signing this Management Agreement on behalf of Owner have the authority to do so and to bind Owner to this Management Agreement, and (f) this Management Agreement has been duly authorized and executed by Owner and, upon delivery to and execution by both Parties, this Management Agreement will constitute the legal, valid and binding obligation of Owner, enforceable in accordance with its terms against Owner, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

10.2. Manager. Manager represents and warrants to Owner, and Manager covenants with Owner, as of the Effective Date and continuously throughout the term of this Management Agreement, that (a) Manager is a State University, duly organized and validly existing in the State of Florida, (b) Manager is qualified to conduct business in the State of Florida; (c) Manager has the requisite right, legal capacity, power and authority to enter into this Management Agreement and to perform its obligations under this Management Agreement, (d) neither the execution and delivery of this Management Agreement nor the performance of this Management Agreement by Manager will result in any breach of, or constitute a default under or conflict with, any agreement, covenant or obligation binding upon Manager, (e) the person signing this Management Agreement on behalf of

Manager has the authority to do so and to bind Manager to this Management Agreement, (f) this Management Agreement has been duly authorized and executed by Manager and, upon delivery to and execution by both Parties, this Management Agreement shall constitute the legal, valid and binding obligation of Manager, enforceable in accordance with its terms against Manager, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally, and (g) Manager is qualified, and Manager currently has and will continuously maintain in effect and in good standing all licenses and permits required by law, in order to provide and perform the services required by this Management Agreement.

11. Notices. Any notice, demand or request permitted, required or desired to be given in connection with this Management Agreement shall be in writing and shall be hand delivered, sent by United States certified or registered mail, return receipt requested, postage prepaid, or sent by private, receipted carrier guaranteeing same-day or next-business-day delivery, addressed as follows:

If to Manager:

Mr. William F. Merck II
Vice President
328 Millican Hall
University of Central Florida
Orlando, Florida 32816
Telephone: (407) 823-2351
Email: William.Merck@ucf.edu

With a copy to:

Scott Cole, Esq.
General Counsel
University of Central Florida
4000 Central Florida Blvd. MH360
Millican Hall, Suite 360
Orlando, Florida 32816
Telephone (407) 823-2482
Email: Scott.Cole@ucf.edu

If to Owner:

Mr. Craig Ustler
Ustler Development, Inc.
800 North Orange Avenue, Suite 200
Orlando, FL 32801
Telephone (407) 839-1070
Email: Custler@ustler.net

Mr. Dennis Biggs
President
Development Ventures Group, Inc.
1251 Avenue of the Americas, Suite 910
New York, NY 10020
Telephone: (212) 899-10020
Email: DBiggs@devengroup.us

With a copy to:

Michael A. Ryan, Esquire
Lowndes, Drosdick, Doster, Kantor &
Reed, P.A.
215 North Eola Drive
Orlando, FL 32801
Telephone: (407) 418-6355
Email: mike.ryan@lowndes-law.com

Karen W. Wankelman, Partner
Shutts & Bowen, LLP
300 South Orange Avenue, Suite 1000
Orlando, FL 32801
Telephone: (407) 835-6780
Email: kwankelman@shutts.com

Except as otherwise provided in this Management Agreement, any notice, demand or request shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day.

The failure by any Party to deliver a courtesy copy as referenced above shall not constitute a default under the terms of this Management Agreement nor shall it create a defect in any notice, demand or request which is otherwise properly given. To the extent practical, copies of all notice, demand or request shall be sent by email as well, but a failure to send such an email copy shall not constitute a default under the terms of this Management Agreement nor shall it create a defect in any notice which is otherwise properly given.

If any Party hereto is represented by legal counsel, such legal counsel is authorized to deliver any written notice, demand or request directly to the other Party or its counsel on behalf of his or her client, and the same shall be deemed a proper notice, demand or request hereunder if delivered in the manner hereinabove specified.

Any Party or other person to whom any notice, demand or request is required to be sent or copied may notify the Parties and other addressees of any change in name or address to which notice, demand or request shall be sent or copied by providing written notice of the same to the Parties and addressees set forth herein, and any such change shall be effective five (5) days after such notice is delivered in accordance with this Section.

12. Entire Agreement; Amendments; Waiver. This Management Agreement, including all exhibits and addenda hereto, and together with any relevant provisions in the Project Agreement and Lease Agreement, represents the entire agreement between Manager and Owner with respect to the subject matter dealt with herein. This Management Agreement and the provisions hereof may not be waived, amended, modified or discharged except by a writing signed by the Party against whom enforcement of such waiver, amendment, modification or discharge is sought. No failure by either Party to insist upon the strict performance of any provision of this Management Agreement or to exercise any right, power or remedy consequent to any breach thereof, and no waiver of any such breach, or the acceptance of partial payment during the continuance thereof, shall constitute a waiver of any such breach or of any such provision. No waiver of any breach by either Party shall affect or alter this Management Agreement, which shall continue in full force and effect, or the rights of either Party with respect to any other breach then existing or any subsequent breach.

13. Assignment; Successors and Assigns; Third Party Beneficiaries. Except as otherwise provided in this Section 13, neither Manager nor Owner shall assign or delegate this Management Agreement or any of their respective rights or obligations hereunder without the prior written consent of the other Party.

13.1 Assignment by Owner. After completion by Owner of the Owner's Building, Owner shall be permitted to transfer its rights and obligations under this Management Agreement to a Permitted Transferee under the Project Agreement. Upon the written assumption by the Permitted Transferee of all obligations of Owner under this Management Agreement arising as of and after the date of such assignment, the assigning Owner shall be released from all obligation and liability hereunder, except as to any liability, the claim for which may have accrued prior to the date of such assignment and assumption.

13.2 Manager's Right to Continue Management Upon Sale. During the term of this Management Agreement, Owner shall notify the Manager in writing of the possible sale or transfer of Owner's fee simple interest in the Owner's Building (the "**Notice of Sale**") not later than thirty (30) days prior to consummating such sale or transfer. The Notice of Sale shall include the name of the proposed transferee, and contact information for an individual representative of the proposed transferee. Unless Owner and Manager otherwise agree in writing to a termination of this Management Agreement prior to the consummation of such sale or transfer: (i) the terms and provisions of this Management Agreement shall be binding upon such transferee of Owner's Building, and (ii) the Owner shall be obligated to obtain from the transferee a written assumption by the transferee of those Owner's obligations under this Management Agreement that may arise from and after the consummation of such transfer, and (iii) the Manager shall agree in writing to attorn to such transferee and to continue to be bound by the terms and provisions of this Management Agreement for the benefit of such transferee. Manager and Owner shall cooperate to effect a smooth transition of Manager and Owner responsibilities upon such transfer.

13.3 Owner's Right to Collaterally Assign. Owner shall have the right to pledge or collaterally assign its rights under this Management Agreement to any lender providing mortgage financing with respect to the Owner's Building, and no such pledge or collateral assignment shall require the consent or approval of Manager.

13.4 Manager Right to Subcontract. Manager shall have the right to subcontract to one or more third parties certain portions of Manager's duties or functions under this Management Agreement subject to the approval by Owner of such subcontractor; provided, however, that Manager shall not subcontract its administrative or resident relations functions under this Management Agreement.

13.5 Generally. This Management Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors in interest. All of the covenants and provisions of this Management Agreement are solely for the benefit of the Parties hereto. There are no third party beneficiaries of this Management Agreement.

14. Independent Contractor. Manager and Owner expressly disavow any intent to create through this Management Agreement a partnership, joint venture, association, joint ownership of property or employer/employee relationship. It is expressly understood and agreed that Owner has engaged Manager, and Manager has agreed to serve, only in the capacity of an independent contractor.

15. Governing Law; Venue. This Management Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without resort to its conflicts of laws provisions. Venue for all litigation shall be in the local and state courts located in Orange County, Florida and in the federal district court for the district in which the Owner's Building is located.

16. Severability. If any provision of this Management Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Management Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and each provision of this shall be valid and be enforced to the fullest extent permitted by law.

17. Counterpart Execution; Further Assurances. This Management Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Each party agrees to execute and deliver such other documents as are reasonably necessary to give effect to and carry out the transaction herein contemplated.

18. Exhibits. The exhibits referred to in this Management Agreement and attached hereto are hereby incorporated by reference into this Management Agreement and made part hereof.

19. Headings; Construction. The headings contained in this Management Agreement are for reference purposes only and shall not modify or affect this Management Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular. Each Party has fully participated in the negotiation and preparation of this Management Agreement and each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Management Agreement and the meaning of the provisions hereof. The provisions of this Management Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution of such Party as the sole source of the language in question.

20. Competing Projects and Activities. Manager discloses and Owner acknowledges that Manager owns and/or manages student housing and related facilities other than the Housing Component. Owner agrees that Manager and its affiliates may continue to engage in such activities and may own and/or manage student housing and related facilities other than, and in addition to, those presently owned and/or managed by it, whether or not such other facilities may be in direct or indirect competition with the Housing Component, and Manager may in the future engage in other businesses which may compete directly or indirectly with activities of Owner, subject at all times to UCF's compliance with the terms of the Project Agreement. Subject to the terms of the Project Agreement, Owner irrevocably consents to and waives any and all such conflicts of interest on the part of Manager and its affiliates,

21. Access. Subject to the rights of Tenants under the Leases, Manager shall have access to all portions of the Housing Component at all times throughout the term of this Management Agreement as necessary for the performance of Manager's rights and obligations under this Management Agreement.

22. Designated Representatives. Each Party shall designate in writing and maintain on record with the other Party at all times a single individual who shall be authorized to deal with the other Party hereto on any matter relating to this Management Agreement. In the absence of any such designation, the chief executive officer of the applicable Party shall have this authority.

[END OF THIS PAGE. CONTINUED ON NEXT PAGE.]

[Attached to Management Agreement]

IN WITNESS WHEREOF, each Party has caused this Management Agreement to be executed on its behalf by its undersigned lawful representative, hereunto duly authorized, on the date set forth below, with the intent that this Management Agreement shall take effect on and as of the Effective Date.

WITNESSES:

Signature of First Witness
Printed Name: _

Signature of Second Witness
Printed Name: _

“OWNER”

**CREATIVE VILLAGE SHP OWNER,
LLC**, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 2018

[Attached to Management Agreement]

WITNESSES:

“MANAGER”:

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

Signature of First Witness

Printed Name:_____

By:_____

Name:_____

Title: _____

Date:_____, 2018

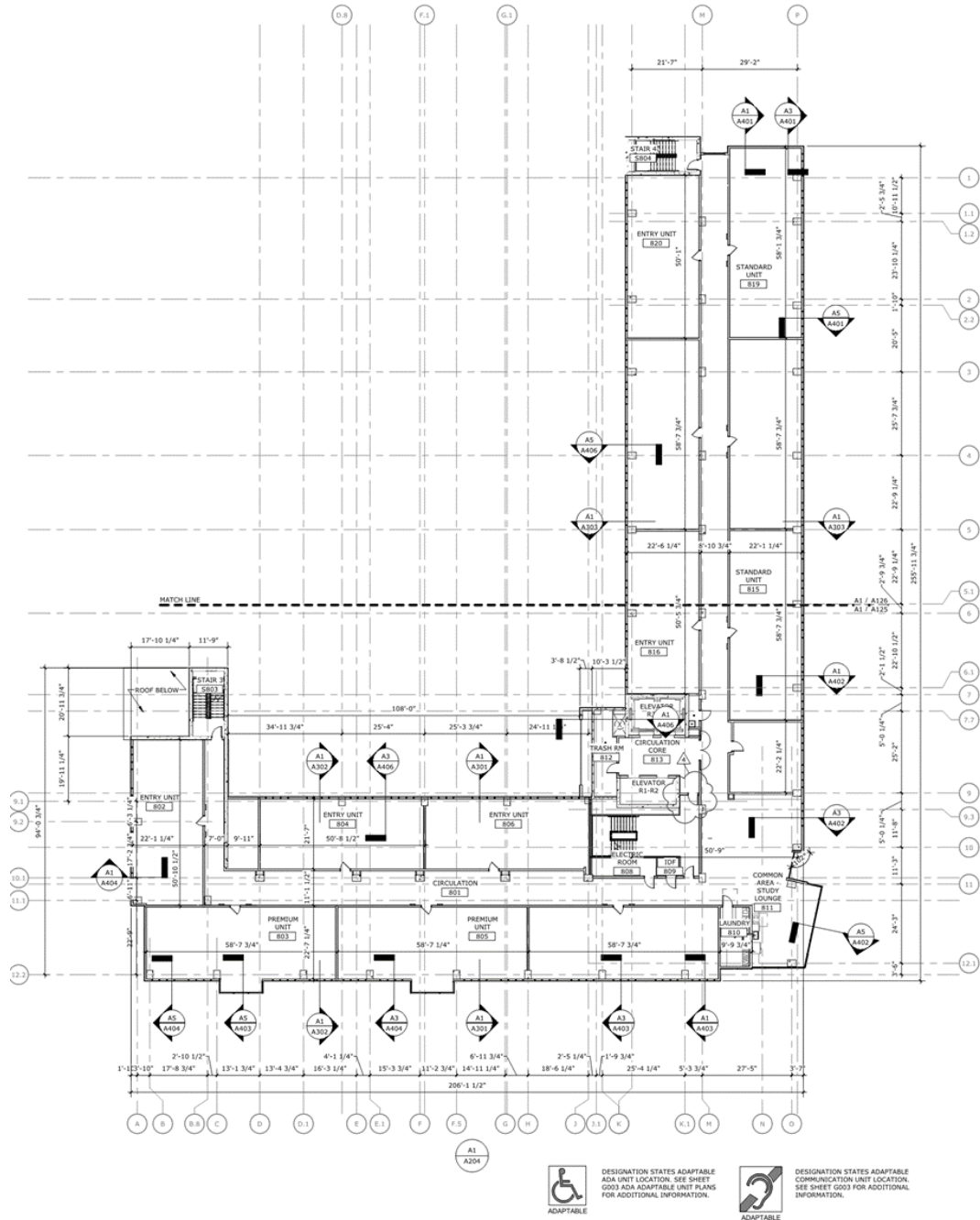
Signature of Second Witness

Printed Name:_____

EXHIBIT “A”
(See Recital B)

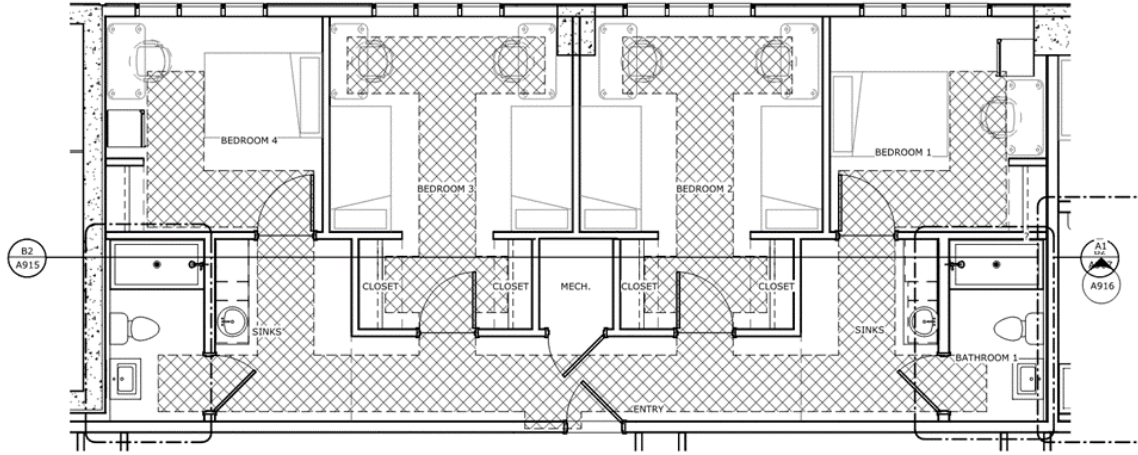
FLOOR PLANS AND UNIT PLANS FOR THE HOUSING COMPONENT

Exhibit A Management Agreement
Floor Plans and Unit Plans Sheet 2 of 5

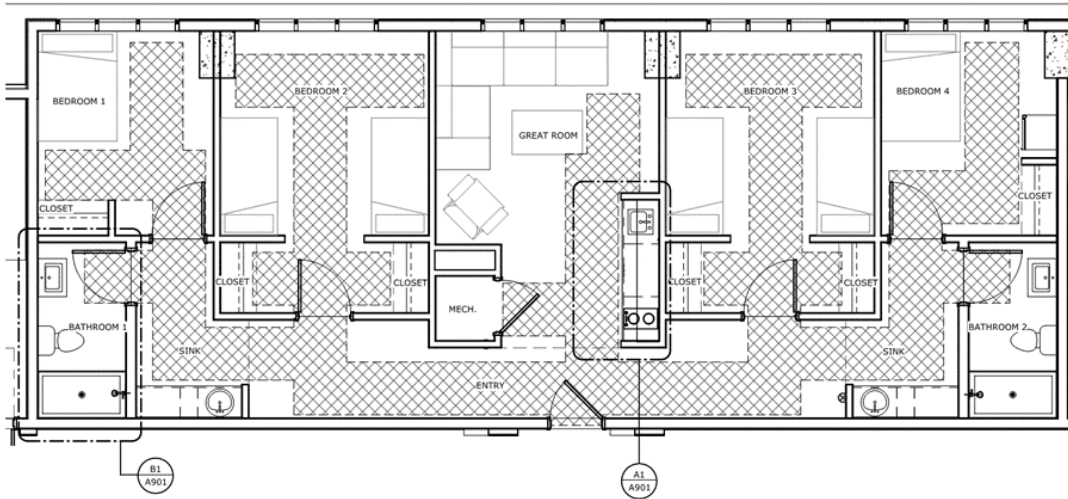


A2 OVERALL FLOOR PLAN - LEVEL 8-15
 1/8" = 1'-0"

Exhibit A Management Agreement
Floor Plans and Unit Plans Sheet 3 of 5

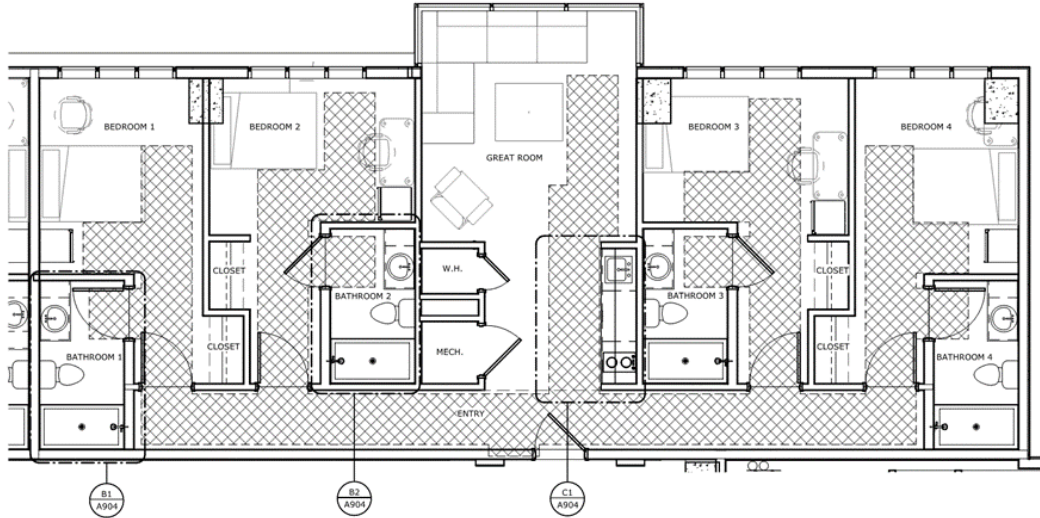


B4 ENTRY UNIT - FHA
1/4" = 1'-0"

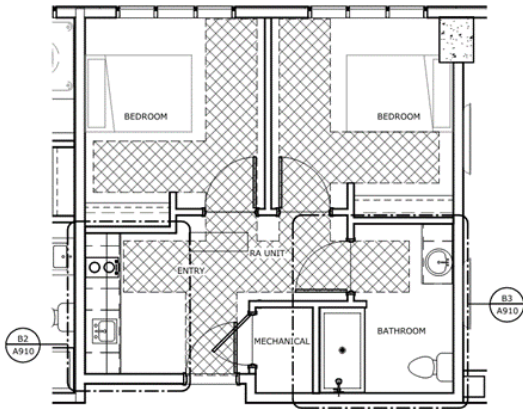


B4 STANDARD UNIT - FHA
1/4" = 1'-0"

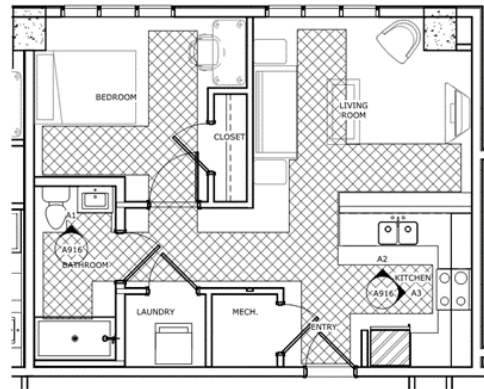
Exhibit A Management Agreement
Floor Plans and Unit Plans Sheet 4 of 5



B4 PREMIUM UNIT - FHA
1/4" = 1'-0"

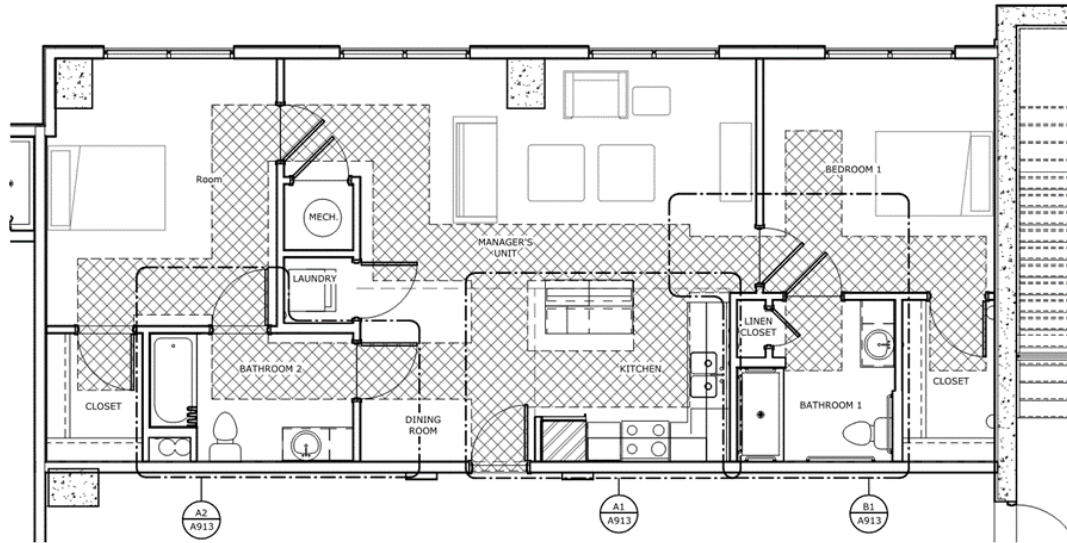


B5 RA UNIT - FHA
1/4" = 1'-0"



B5 ASSISTANT MANAGER UNIT - FHA
1/4" = 1'-0"

Exhibit A Management Agreement
Floor Plans and Unit Plans Sheet 5 of 5



B4 **MANAGER APARTMENT - FHA PLAN**
1/4" = 1'-0"

EXHIBIT “B”
(See Section 3.14)

DETAILED STUDENT HOUSING SERVICES

Manager shall provide management, administration, marketing and resident-life services similar to, but in no event lesser than those services provided for Main Campus housing, including but not necessarily limited to the following:

Conceptual

- Provide comment to Owner’s development of Pricing and Leasing Structure
- Provide comment to Owner’s Floor Plans and Units Plans
- Provide comment and recommendations relating to amenities and services to be provided to Tenants

Initial Financial Analysis and Planning

- Participate in the preparation of the detailed Initial Operating Budget including income and expense projections and staffing models
- Prepare cash flow projections supporting the Initial Operating Budget

Management Services – on a quarterly basis

- Provide information and reports to Owner as required under this Management Agreement
- Identify current and potential competitive student housing, including on-campus housing at the Main Campus
- Perform regular student surveys to determine resident acceptance and satisfaction of the Housing Component
- Identify student and market pricing conditions, trends and thresholds having influence upon the Housing Component
- Assess general competitive housing environment

Initial Lease-up and Marketing

- Develop brochures and marketing materials
- Develop information for inclusion in UCF Housing and Residence Life website
- Identify and contact target market
- Develop initial Management and Marketing Plan
- Coordinate with Valencia and agree on the process for allocating student beds (per section 3.15)
- Implement lease-up, allocating student beds among Valencia Students and UCF Students as agreed
- Accomplish pre-opening operations and transition

Personnel - Ongoing

- Hire, train and oversee management personnel
- Hire, train and oversee other required staff
- Provide human resources support and benefit administration for all employees and contract staff

Accounting/Financial Reporting - Ongoing

- Prepare annual Operating Budget for review and approval of Owner
- Perform accounts payable and receivable functions and reporting

- Prepare monthly financial reports
- Prepare monthly Tenant tracking reports
- Manage the Manager's Account, including cash management, distributions and balancing

General and Administrative - Ongoing

- Perform the standard administration duties associated with the Housing Component
- Perform the standard duties associated with the administration of Leases
- Perform all Tenant relations activities
- Perform all third-party service contract negotiations and administration
- Manage insurance related claim activity
- Coordination move-in/move-out cycles
- Manage ongoing housekeeping and maintenance
- Coordinate with other tenants and uses within Owner's Building
- Coordinate with Valencia College

Marketing and Leasing

- Prepare the annual Management and Marketing Plan
- Develop focused marketing programs
- Coordination with UCF and Valencia College Financial Aid
- Create form of Lease and guaranty with enforceability of collections for approval of Owner
- Develop an annual marketing events calendar
- Develop on-going marketing and leasing programs to include:
 - Direct mailings
 - Advertising
 - Internal promotions
 - Summer program marketing
 - Community and public relations
 - Display signs on-site

Maintenance - Ongoing

- Manage the process of Tenant maintenance requests
- Prepare and maintain a work order system to address required housekeeping, maintenance and repairs
- Provide recommendations to Owner for preventive maintenance programs
- Assist in the management relating to the upkeep of the grounds, landscaping and common areas

Residence Life/Student Development - Ongoing

- Hire, train and support para-professional student staff (Resident Assistants/Community Assistants)
- Provide student support for Tenants as defined within the Residence Life program
- Provide educational, recreational and social programming for Tenants
- Provide customer service administration for Tenants
- Managing parental relationships with Tenants
- Participation in national and regional professional organizations relating to student housing

EXHIBIT "C"
(See Section 4.1(a))

| Projected 2019-2020 Budget | |
|---|---------------------|
| Operating Revenues | |
| Rental income | \$ 7,057,320 |
| Vacancy Loss | \$ (518,970) |
| Model Loss | \$ - |
| Rental Revenue | \$ 6,538,350 |
| Late Charges | \$ 10,000 |
| Early Termination/Cancel Fees | \$ 110,000 |
| Miscellaneous Income | \$ 12,500 |
| Other Revenue | \$ 132,500 |
| Total Operating Revenue | \$ 6,670,850 |
| Operating Expenses | |
| Plant and Maintenance | |
| Maintenance Costs | |
| Maint-Repairs and Maint | \$ 95,500 |
| Electricity - Common Area | \$ 250,000 |
| Water and Sewer | \$ 100,000 |
| Furniture Repairs | \$ 13,000 |
| Pool and Hot Tub Maintenance | \$ 11,500 |
| Maint-Supplies | \$ 74,250 |
| Equipment Repairs and Maintenance | \$ 6,200 |
| Uniforms | \$ 2,500 |
| Contracts | |
| Trash Removal | \$ 16,000 |
| Cleaning Supplies | \$ - |
| Security Services | \$ 20,000 |
| Tools and Equipment | \$ 20,000 |
| Pest Control/Exterminating | \$ 5,000 |
| Fire Protection | \$ 1,000 |
| Lawn and Landscaping | \$ 33,000 |
| General Cleaning | \$ 16,000 |
| Total Plant and Maintenance | \$ 663,950 |
| Management Fees | |
| Management Fees | \$ 200,126 |
| Management Fees | \$ 200,126 |
| Administrative and General | |
| Administrative Salaries | |
| Salaries and Wages | \$ 515,984 |
| Resident Assistants | \$ 55,440 |
| Fringe Benefit Rate | \$ 163,386 |
| Utilities | |
| Cable TV | \$ 157,500 |
| Leasing and Promotions | |
| Advertising | \$ 74,500 |
| Professional Fees | |
| Audit and Accounting | \$ 36,000 |
| Legal Fees | \$ 1,500 |
| Information Technology Support | \$ 2,000 |
| Professional Fees and Services | \$ 2,000 |
| Communications | |
| Telephone | \$ 15,500 |
| Cell Phones and Pagers | \$ 1,000 |
| Telecom/Data Support | \$ 2,400 |
| Postage and Shipping | \$ 1,000 |
| Office Equipment Rental | |
| Furniture and Equipment Rental | \$ 4,000 |
| Other Admin | |
| Office Supplies | \$ 4,100 |
| Copies and Printing | \$ 5,200 |
| Conference Registration | \$ 500 |
| Entertainment | \$ 500 |
| Entertainment-Meals | \$ 6,500 |
| Filing and Registration Fees | \$ 1,500 |
| Bank Charges | \$ 1,200 |
| Travel Expenses | \$ 2,500 |
| Other: Property Taxes | \$ 168,394 |
| Miscellaneous | \$ 1,000 |
| Admin-Repairs and Maintenance | \$ 20,000 |
| Insurance | |
| Insurance | \$ 93,900 |
| Total Administrative and General | \$ 1,337,504 |
| Bad Debt | |
| Bad Debt Expense | \$ 6,000 |
| Bad Debt Expense | \$ 6,000 |
| Total Operating Expenses | \$ 2,207,579 |
| Net Operating Income | \$ 4,463,271 |

| Pre-Opening Budget | |
|---|-----------------|
| | Amount |
| Printing and Mailing | |
| Postcards and letters- printing and postage | Included |
| Major publications- printing and postage | Included |
| Door hangers | Included |
| Mailbox Stuffers | Included |
| Move-in Guides | Included |
| In-House Printing- Posters and Flyers | Included |
| Banners, Table drapes, stand banners and other fabric displays | Included |
| Directional Signage | Included |
| Open House Board | Included |
| Sub-Total Printing & Mailing | \$13,000 |
| Paid Advertising | |
| Online Ads: FB/Google Ad Words | Included |
| Sub-Total Paid Advertising | \$1,000 |
| Events | |
| Staff Trainings- O-Team, Admissions, Open House Team, HAs etc. | Included |
| Move-in event/Grand Opening | Included |
| Awareness Launch Event(s) | Included |
| Recognition Events- Staff and partners | Included |
| UCF Open Houses | Included |
| UCF Orientations- setup materials | Included |
| Valencia Orientations- setup materials | Included |
| Resident appreciation events | Included |
| Tabling-Student Union, Direct Connect, etc. | Included |
| Sub-Total Events | \$13,500 |
| Promotions and Incentives | |
| Orientation- Promo and raffle items | Included |
| Promotional giveaways- Sunglasses, pens, magnets, etc. | Included |
| Resident Welcome Packages | Included |
| Promotional T Shirts | Included |
| Concierge services/Coffee Lounges | Included |
| Partnership support | Included |
| Room Design Contest Incentives | Included |
| Sub-Total Promotions & Incentives | \$15,450 |
| Tours | |
| Preleasing and model facilities* (may vary substantially) | By Owner |
| Tour Room Setup (décor only- does not include furnishings- should be provided by developer at no additional cost to project) | Included |
| Sub-Total Tours | \$0 |

Technology/Video/Media Production

Move-in and Social Media Videos

Included

Software- Social media support, graphic design, etc.

Included

Equipment

Included

Sub-Total Technology/Video/Media

\$10,000**Online/Web Development**

3D Floorplans and virtual walk through

By Owner

Sub-Total Online/Web Development**Total Marketing Activities:****\$52,950****Staffing****\$93,426****Total Pre-Opening UCF Budget****\$146,376**

ITEM: NG-1

**University of Central Florida
Board of Trustees**

SUBJECT: Amendments to University Regulation UCF-3.0124

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approve amendments to University of Central Florida Regulation UCF-3.0124 Discipline and Termination for Cause of Non-unit Faculty and A&P Staff Members

BACKGROUND INFORMATION

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulation UCF-3.0124 is amended to add “non-unit” to the title to clarify that it only applies to non-unit A&P employees as well as non-unit faculty. Paragraph 3 is also amended to remove the explanation of when an employee would be placed on administrative leave and instead refers to related information in Regulation UCF-3.040.

Supporting documentation: Attachment A: Proposed Amended Regulation UCF-3.0124 (redline)

Prepared by: Youndy Cook, Deputy General Counsel

Submitted by: Scott Cole, Vice President and General Counsel

UCF-3.0124 Discipline and Termination for Cause of Non-Unit Faculty and Non-Unit A&P Staff Members.

(1) Just cause shall be defined as:

- (a) Incompetence; or
- (b) Misconduct.

(2) Termination and Suspension.

- (a) The appointment of a non-unit faculty or ~~an non-unit~~ A&P staff member may be terminated or suspended during its term for just cause. The employee shall be given a written predetermination notice of a proposed termination or suspension by the president or ~~his~~ the president's designee. The notice shall state the reasons for the proposed termination or suspension. The predetermination notice shall provide the opportunity for a predetermination conference regarding the proposed action, if requested in writing within five business days of receipt of the predetermination notice. The predetermination conference shall be informal in nature and shall allow the employee an opportunity to present any information or records regarding the proposed action.
- (b) A written final notice shall be issued to notify the employee of the University's final decision regarding the proposed action. Any termination or suspension imposed under this subsection shall take effect as set forth in the final notice issued by the President or designee. An employee who is terminated or suspended under this subsection may grieve such action as set forth in University Regulations UCF-3.036 (non-unit faculty) or UCF-3.037 (non-unit A&P).

(3) Leave Pending a Predetermination Conference. Notwithstanding the provisions of paragraph ~~(2)3~~(a) above, the ~~P~~president or his designee may immediately place an employee on administrative leave ~~when the president or designee has reason to believe that the employee's presence on the job would: adversely affect the functioning of the university; or jeopardize the safety or welfare of any employee, colleague, student or patients set forth in University Regulation UCF-3.040.~~ An involuntary administrative leave under this subsection may be with or without pay. As soon as practicable after placing an employee on leave under this provision, the president or president's designee shall serve written notice upon the employee, including a statement of the reasons for any action taken. Either concurrent with or subsequent to that notice the University shall issue

a predetermination notice regarding proposed disciplinary action in accordance with Section (23) above. If the employee has been placed on leave without pay under this subsection and ultimately prevails in the predetermination procedure, the employee shall be reinstated with back pay.

(4) Other Disciplinary Action. The president or designee retains the right to impose disciplinary action other than termination or suspension for just cause. Disciplinary actions include, but are not limited to, written reprimand, demotion, payment of fines, loss of future salary increases, or reassignment. The employee shall be given written notice of any disciplinary action other than termination or suspension, which notice shall state the reasons for the disciplinary action. Any disciplinary action taken under this section shall be subject to the grievance procedure found in University Regulations UCF-3.036 or UCF-3.037, as applicable. Counseling shall not be considered disciplinary action under this section.

(5) Notification. Whenever notice is provided to be given under this Regulation, the notice shall be personally delivered to the employee or mailed by certified mail to the employee's address of record with the university. The deposit of such notice in the U.S. Mail satisfies the requirement of notification and constitutes delivery of such notice. The University also may, but is not required to, provide notice to the employee by electronic mail to the employee's University-assigned electronic mail address.

Authority: BOG Regulation 1.001. History—New 4-30-81, Amended 12-27-83, Formerly 6C7-3.124, Amended 3-16-03; Formerly 6C7-3.0124, Amended 6-22-09, 4-20-10, 5-2-16, 2-20-17, _____-18.

ITEM: NG-2

**University of Central Florida
Board of Trustees**

SUBJECT: Amendments to University Regulation UCF-3.014

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approve amendments to University of Central Florida Regulation UCF-3.014 Faculty and Administrative & Professional Development Leave.

BACKGROUND INFORMATION

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulation UCF-3.014 is amended to explain the purpose of the administrative and professional development leave for faculty administrators preparing to return to teaching.

Supporting documentation: Attachment A: Proposed Amended Regulation UCF-3.014 (redline)

Prepared by: Youndy Cook, Deputy General Counsel

Submitted by: Scott Cole, Vice President and General Counsel

UCF-3.014 Faculty and Administrative and Professional Development Leave Programs.

(1) Purpose: Professional development leaves (PDL) are granted to eligible Faculty and A&P employees to increase their value to the university through opportunities for research, writing, professional and intellectual renewal, further education, or other experiences of professional value.

(2) In-unit Faculty and A&P: Any leave programs for in-unit employees shall be conducted in accordance with the applicable provisions of the then-current collective bargaining agreement.

(3) PDL Program for Non-Unit Employees:

- (a) Non-unit faculty and A&P employees with six or more years of full-time continuous service with UCF, and each six years of continuous service following the completion of a PDL, shall be eligible to apply for PDLs, except those employees serving in tenure-earning or tenured positions.
- (b) No paid leave(s) or family and medical, parental, administrative, or military leave(s) will be considered a break in continuous service.
- (c) An employee who is compensated through a contract or grant may receive a PDL only if the contract or grant allows for such leaves and the employee meets all other eligibility requirements.
- (d) Application and Selection
 1. Application for PDL shall contain an appropriate outline of the project or work to be accomplished during the leave.
 2. The employee's immediate supervisor shall review and comment on the application prior to its submission to the university PDL Committee.
 3. A non-unit university PDL Committee of at least five members shall be elected by and from the non-unit employees eligible for PDL.
 4. Employees who apply for a leave may not serve on the committee.
 5. A committee chair shall be elected from among those elected to the PDL Committee.
 6. The PDL Committee shall rank the applicants taking into consideration the merits of the proposal; the benefits of the proposed program to the employee, the college/unit, and the university, and submit a ranked list of

employees recommended for leaves to the president or president's representative.

7. No more than one employee for each 15 employees in each department or unit may be granted a PDL for the same semester.
8. PDLs shall be granted contingent upon the availability of staff and unit funding, which is covered by the employee's unit.
9. If an approved leave is postponed, the period of postponement shall be credited for a subsequent PDL.

(e) Terms of Professional Development Leave.

1. The employee must return to UCF employment for at least one academic year following the conclusion of a PDL.
2. Failure to return to the university for the required one academic year or failure to spend the time as stated in the application shall result in the need for the employee to reimburse the university for salary received during the leave.
3. Within thirty days after returning from a PDL, the employee must provide a brief written report to Faculty Affairs and to his/her supervisor about his/her accomplishments during the PDL as they relate to the proposal submitted for that leave.
4. University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the PDL. (For example, annual and sick leave will continue to accrue.)
5. While on a PDL, an employee shall be permitted to receive funds for travel and living expenses, and other PDL-related expenses, from sources other than the university, e.g., fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the PDL. Receipt of funds for such purposes shall not result in reduction of the employee's university salary. Grants for such financial assistance from other sources may, but need not, be administered through the university. If financial assistance is received in the form of salary during the PDL, the employee's university salary will be reduced accordingly. Employment

unrelated to the purpose of the PDL is governed by the provisions of applicable university policy and regulation.

(4) Administrative Professional Development Leave.

- (a) Administrative PDLs are reserved for faculty who have served in ~~an~~ full-time administrative position for a period not less than five years and who are returning to a full-time regular faculty position. Faculty administrators must use the PDL to update research and teaching skills in preparation for the move to a full-time regular faculty position. For each five years ~~period~~ the faculty member served in the administrative position, one academic semester PDL may be granted up to a total of ~~threetwo~~ academic semesters. ~~Faculty administrators must use the PDL to update research and teaching skills in preparation for the move to a full time regular faculty position~~
- (b) To apply for an Administrative PDL, the faculty administrator must complete Form AA-10, Request for Administrative Professional Development Leave.
- (c) The dean and the provost or provost's representative must approve the PDL prior to the start of the leave term.
- (d) Requirements for Administrative PDL
 1. The recipient of an Administrative PDL must return to university employment for at least one academic year following the conclusion of the leave. Failure to return to the university for the required one academic year or failure to spend the time as stated in the application shall result in the need for the employee to reimburse the university for salary received during the leave.
 2. University contributions normally made to employee insurance programs and any other employee benefit programs shall be continued during the PDL. (For example, annual and sick leave will continue to accrue.)
 3. While on an Administrative PDL, an employee shall be permitted to receive funds for travel and living expenses, and other PDL-related expenses, from sources other than the university, e.g., fellowships, grants-in-aid, and contracts and grants, to assist in accomplishing the purposes of the PDL. Receipt of funds for such purposes shall not result in reduction

of the employee's university salary. Grants for such financial assistance for other sources may, but need not, be administered through the university. If financial assistance is received in the form of salary during the PDL, the employee's university salary will be reduced accordingly. Employment unrelated to the purpose of the PDL is governed by the provisions of applicable university policy and regulation.

(5) Other Leave

- (a) Job-Required Study Leave. Leave may be made available to employees required to take academic course work as part of their assigned duties if the employee's supervisor determines that the course work is job required and that departmental needs can be met while the employee is on leave. Time spent during workdays to attend classes under this leave shall not be charged to the employee's accrued leave time.
- (b) Leave Without Pay. Leave without pay may be granted for the purpose of taking course work, subject to the provision that any accrued annual or compensatory leave must be taken prior to the beginning of the leave.
- (c) Applications for job-related leave, job-required study leave or leave without pay (when for the purpose of attending course work) shall be made in writing to the employee's immediate supervisor. Supervisors are authorized to select the recipients for these types of leave subject to any limitations that may be imposed by the university.

Authority: BOG Regulation 1.001. History–New 10-8-75, Amended 3-22-76, 8-4-82, 8-2-89, Formerly 6C7-3.14, Amended 4-23-03; Formerly 6C7-3.014, Amended 12-4-09.

ITEM: NG-3

**University of Central Florida
Board of Trustees**

SUBJECT: Amendments to University Regulation UCF-3.038

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approve amendments to University of Central Florida Regulation UCF-3.038 Advance Notice of Separation for University Support Personnel System Employees.

BACKGROUND INFORMATION

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulation UCF-3.0038 is amended to rename the Advanced Notice of Separation to the Notice of Separation and amends the notice period to 16 weeks from 6 months. New language is added concerning employee pay during the notice period.

Supporting documentation: Attachment A: Proposed Amended Regulation UCF-3.038 (redline)

Prepared by: Youndy Cook, Deputy General Counsel

Submitted by: Scott Cole, Vice President and General Counsel

UCF-3.038 ~~Advance~~ Notice of Separation for University Support Personnel System Employees

- (1) Except as provided by any applicable collective bargaining agreement, this regulation applies to all USPS employees. Employees on probation or in OPS, temporary, time-limited, emergency, or other irregular appointments may be separated from the university without advance notice, although they will normally be given two weeks' notice of separation.
- (2) Probationary Employees:
 - (a) All USPS employees must serve a probationary period, upon initial employment in a regular benefits-earning position. This period shall be a working trial period required of all new USPS employees. Upon the successful completion of the probationary period, regular status is granted for those serving in regular benefits-earning positions.
 - (b) USPS employees in positions which have a six month probationary period will serve only one (1) probationary period upon their initial USPS employment. Positions which have a twelve month probationary period shall serve a probationary period in each classification. After attainment of regular status in any USPS position, employees who serve in a position requiring a six month probationary period will not be required to serve an additional probationary period during contiguous employment.
 - (c) If a USPS employee has a break in service, a new probationary period will be required. Approved paid or unpaid leaves shall not be considered a break in service. An exception to this provision is the recall of a laid off employee during the recall period as noted in University Regulation UCF-3.0123, in which case the employee shall not be required to serve another probationary period.
- (3) A USPS employee may be separated with cause in accordance with University Regulation UCF-3.033.
- (4) USPS staff members have no expectation of continued employment beyond the terms listed herein. A USPS employee may be separated without cause by providing a written ~~Advance~~ Notice of Separation informing the employee of the last date of employment with the university. The period between issuance of the ~~Advance~~ Notice of Separation and the last date of employment shall be the ~~advance~~-notice period.

(5) Terms and conditions during the ~~advance~~-notice period:

- (a) The ~~advance~~ notice period shall be ~~six (6) months~~ 16 weeks.
- (b) The employee's base rate of pay shall remain unchanged during the ~~advance~~ notice period. The employee shall not receive any pay increases or bonuses during the ~~advance~~-notice period.
- (c) At its discretion, the university may reassign the employee to other duties, responsibilities, and locations during the ~~advance~~-notice period.
- (d) At the time of or following issuance of a Notice of Separation, the University may elect in its discretion to pay the employee for the notice period, as may be allowed under Florida law. If the University elects this option, it shall pay the employee an amount, less withholding, equal to the salary for that portion of the notice period which the University is paying out, and the employee's employment shall terminate immediately.
- ~~(de)~~ The employee has the right to seek employment elsewhere, either within or outside the university.
- ~~(ef)~~ The employee remains subject to all university regulations, policies, and procedures during the ~~advance~~-notice period. The university's right to terminate the employee for cause remains in effect during the ~~advance~~-notice period. Similarly, the employee is subject to layoff in accordance with UCF Regulation 3.0123 during the ~~advance~~-notice period.

(6) ~~Advance~~-Notice of Separation Procedures:

- (a) A department that wishes to consider the issuance of an ~~an Advance~~-Notice of Separation to an employee pursuant to this regulation must consult with Human Resources regarding the proposed action. The department must obtain the approval of the respective vice-president or designee prior to making a request to Human Resources for a separation action under this regulation. Only Human Resources is authorized to issue an ~~an Advance~~-Notice of Separation.
- (b) An employee who is separated in accordance with this regulation will be considered eligible for rehire.

(7) The decision to issue an ~~an Advance~~-Notice of Separation to a USPS employee shall not be based on constitutionally or statutorily impermissible grounds.

(8) The ~~director of Human Resources~~Chief Human Resources Officer or designee shall make final determinations as to interpretation and implementation of this regulation.

(9) This regulation is effective January 1, 2011.

Authority: BOG Regulation 1.001. History– New 8-3-10. Amended 10-1-12, _____-18.

ITEM: NG-4

**University of Central Florida
Board of Trustees**

SUBJECT: Amendments to University Regulation UCF-3.042

DATE: September 27, 2018

PROPOSED BOARD ACTION

Approve amendments to University of Central Florida Regulation UCF-3.042
Separations from Employment.

BACKGROUND INFORMATION

Florida Board of Governors Regulation 1.001 provides that “Each Board of Trustees is authorized to promulgate university regulations in accordance with the Regulation Development Procedure adopted by the Board of Governors.”

Regulation UCF-3.042 is amended to add language regarding the rehire eligibility of employees who resign while under investigation by the university.

Supporting documentation: Attachment A: Proposed Amended Regulation UCF-3.042
(redline)

Prepared by: Youndy Cook, Deputy General Counsel

Submitted by: Scott Cole, Vice President and General Counsel

UCF-3.042 Separations from Employment.

- (1) Except as provided by any applicable collective bargaining agreement, this regulation is applicable to all UCF employees.
- (2) An employee who resigns from employment shall not have any rights of appeal.
- (3) An employee who resigns from employment while under an official investigation by the university may have their resignation status adjusted to reflect “ineligible for rehire” should the investigation substantiate violation(s) of university regulations, policies, or the UCF Employee Code of Conduct.
- ~~(43)~~ An employee who is USPS, A&P (including Executive Service) or OPS (including Post_ Doctoral Associates) and is absent without approved leave for three or more consecutive workdays may be considered to have abandoned their position.
- ~~(54)~~ The president or designee may separate an employee in accordance with university regulations, policies or procedures.
- ~~(65)~~ OPS employees and other employees not in regular positions (e.g., interim, temporary, visiting or emergency appointments) may be separated from employment at any time without the requirements of notice or reason and without rights of appeal. However, they may meet with the dean or director of the appropriate unit to register any concerns and request a review of their separation. If the organization does not have a dean or director, then another appropriate administrator shall substitute who is at the dean or director level or above. For example, an associate vice president or vice provost could substitute for a dean or director if the employee worked in such an office. Adjunct faculty who are on contract may have rights stipulated by their contract, so supervisors should contact Academic Affairs prior to taking any action.
- ~~(76)~~ Non-tenured or non-regular Faculty and A&P whose appointments expire after receiving notice of non-renewal or non-reappointment or whose appointment expires without the requirement of a written notice of non-reappointment may be separated without further notice.
- ~~(87)~~ Employees may be laid off in accordance with Regulation UCF-3.0123.
- ~~(98)~~ USPS employees without regular status may be separated from employment at any time without any requirements of notice or reason and without rights of appeal. However, they may meet with their dean or director of the appropriate unit to register

any concerns and request a review of their separation. If the organization does not have a dean or director, then another appropriate administrator shall substitute who is at the dean or director level or above. For example, an associate vice president or vice provost could substitute for a dean or director if the employee worked in such an office.

(109) Separation Clearance.

- (a) All persons separating from employment with the university are required to return to the university all university property in their possession and settle their account with UCF on or before their last work day. Failure to return university property may result in a categorization of the employee as ineligible for rehire, regardless of the nature of the separation from employment.
- (b) The university reserves the right to subtract any amounts owed to the university or to subtract an amount to compensate for unreturned property from any funds which are due the employee (considering federal minimum wage requirements) and may delay or withhold the issuance of transcripts where applicable.
- (c) The employee's supervisor is responsible for ensuring proper separation procedures are followed and for notifying the department or college head if property or keys are not returned or accounts are not settled.

Authority: BOG Regulation 1.001. History–New 5-29-12, _____-18.