



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees  
Finance and Facilities Committee Meeting  
September 27, 2018  
11:15 a.m.  
FAIRWINDS Alumni Center  
Conference call in phone number 800-442-5794, passcode 463796**

**REVISED AGENDA**

- |  |  |
|--|--|
| <b>I. CALL TO ORDER</b>  | Alex Martins<br><i>Chair, Finance and Facilities Committee</i>   |
| <b>II. ROLL CALL</b>   | Tracy D. Slavik<br><i>Coordinator of Administrative Services<br/>for Administration and Finance Division</i>   |
| <b>III. MEETING MINUTES</b>  |  |
| <ul style="list-style-type: none"><li>• <a href="#">Approval of the August 15, 2018</a><br/>Finance and Facilities Committee<br/>meeting minutes</li></ul> | Chair Martins  |
| <b>IV. NEW BUSINESS</b>  | Chair Martins  |
| <ul style="list-style-type: none"><li>• UCF Downtown Campus Store Award<br/>(<a href="#">FFC-1</a>)</li></ul>  | Kathy Mitchell<br><i>Interim Chief Financial Officer</i><br>Thad Seymour<br><i>Vice President for Partnerships and<br/>Chief Innovation Officer</i><br>Greg Robinson<br><i>Assistant Vice President for Procurement<br/>Services</i> |
| <ul style="list-style-type: none"><li>• Puerto Rico Tuition Waiver Extension<br/>(<a href="#">FFC-2</a>)</li></ul>   | Maribeth Ehasz<br><i>Vice President for Student Development<br/>and Enrollment Services</i>  |

- Capital Projects Approval Policy  
([FFC-3](#))

Scott Cole  
*Vice President and General Counsel*

- Concessions Award ([FFC-4](#))

Kathy Mitchell  
Greg Robinson  
Ronnie Korosec  
*Associate Provost and Chief of Staff for  
Academic Affairs*

**V. OTHER BUSINESS**

Chair Martins

**VI. CLOSING COMMENTS**

Chair Martins



UNIVERSITY OF CENTRAL FLORIDA

Board of Trustees  
Finance and Facilities Committee Meeting  
President's Boardroom, Millican Hall, 3<sup>rd</sup> floor  
August 15, 2018

### **REVISED MINUTES**

#### **CALL TO ORDER**

Trustee David Walsh acting on behalf of Chair Alex Martins called the meeting to order at 8:32 a.m. Committee member Joshua Bolona was present. Committee members Robert Garvy and John Lord attended by teleconference call. Chairman Marcos Marchena attended by teleconference call.

#### **MINUTES APPROVAL**

The minutes of the June 20, 2018 Finance and Facilities Committee meeting were approved as submitted.

#### **NEW BUSINESS**

##### Campus Master Plan Updates (FFC-1)

William F. Merck II, Vice President for Administration and Finance and Chief Financial Officer, presented for approval updates to the University of Central Florida 2015-25 Campus Master Plan. The potential new projects were:

1. Learning Laboratory - Active Learning, Teaching Lab, and Maker Space Facility to be located within the Academic Core.
2. Ara District Energy Plant to be located in the Ara Drive research area on the main campus.
3. Dining, Housing, and Residence Life, and Creative School for Children Partnership Building to be located on one of two proposed main campus sites.
4. Research II to be relocated from the Partnership Campus to one of two optional sites on the main campus and for the name of Research II to be changed to Research II - Science, Engineering, and Commercialization Facility.
5. Rosen Campus, the Rosen Garage parking facility.

The committee unanimously approved the addition of the Learning Laboratory to the Campus Master Plan. President Whittaker highlighted this as central to the university's core mission and academic programming and emphasized it as a priority. This item will be on the full Board agenda for consideration at a later date.

The committee agreed that the other potential projects – Ara District Energy Plant, Dining, Housing, and Residence Life, and Creative School for Children Partnership Building, Research II and the Rosen Campus parking facility – would be tabled pending discussion and evaluation once decisive information regarding campus location sites can be provided to the committee.

UCF Downtown Campus Housing Management Agreement (FFC-2)

Merck and Jennifer Cerasa, Associate General Counsel, presented for approval 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. Creative Village SHP and UCF agreed UCF would 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 supplied by Creative Village SHP. Creative Village SHP will pay UCF a management fee equal to 3 percent of gross revenues per month.

The committee unanimously approved the agreement as presented. This item will be placed on the full Board agenda for consideration at a later date.

Purchase of L3 Building (FFC-3)

Merck and Cerasa presented for approval a Purchase and Sale Agreement to permit the UCF Foundation or a related entity to purchase the building, commonly known as L3, located at 12351 Research Parkway, for \$6 million dollars. The UCF Foundation will be seeking a bank loan to secure the purchase. The UCF Division of Digital Learning will in turn lease the building from the UCF Foundation under the terms of an arms-length lease.

The lease, once finalized, will come back to the committee and then the full board for approval.

The committee unanimously approved the agreement as presented. This item will be placed on the full Board agenda for consideration at a later date.

Status of UCF Projects (INFO-1)

Bill Martin, Director of Facilities Planning, gave a detailed report on the status of active and planned construction and renovation projects on campus.

Trustee Walsh adjourned the Finance and Facilities Committee meeting at 10 a.m.

Respectfully submitted: \_\_\_\_\_

William F. Merck II  
Vice President for Administration and Finance  
and Chief Financial Officer

\_\_\_\_\_  
Date

**ITEM: FEC-1**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** UCF Downtown Campus Store Award

**DATE:** September 27, 2018

---

**PROPOSED COMMITTEE 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

Attachment A

<p align="center"><b>SUBMIT OFFER TO:</b>  Via Bonfire Web Portal  UNIVERSITY OF CENTRAL FLORIDA  Phone:(407) 823-2661  www.procurement.ucf.edu  <a href="https://ucfprocurement.bonfirehub.com/opportunities/6043">https://ucfprocurement.bonfirehub.com/opportunities/6043</a>  Your submission must be uploaded, submitted, and finalized prior to the closing time on <b>February 27, 2018 @ 4:00 PM EST</b>. We strongly recommend that you give yourself sufficient time and at <b>least ONE (1) day before</b> the Closing Time to begin the uploading process and to finalize your submission. See Appendix 6 for submittal instructions.</p>		<p align="center"><b>University of Central Florida</b>   <b>INVITATION TO NEGOTIATE</b>   <b>Contractual Services Acknowledgement Form</b></p>
Page 1 of 76 Pages	OFFERS WILL BE OPENED <b>February 27, 2018</b> and may not be withdrawn within <b>180</b> days after such date and time.	ITN NO: 1710NCSA
UNIVERSITY MAILING DATE:	ITN TITLE: <b>CONTRACT FOR THE MANAGEMENT AND OPERATION OF THE UCF DOWNTOWN CAMPUS STORE</b>	
FEDERAL EMPLOYER IDENTIFICATION NUMBER		
VENDOR NAME		REASON FOR NO OFFER
VENDOR MAILING ADDRESS		
CITY - STATE - ZIP CODE		<b>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</b>
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**

## TABLE OF CONTENTS

	PAGE
SECTION 1: INTRODUCTION .....	6
1.1 Statement of Objective .....	6
1.2 About the UCF Downtown Campus .....	8
1.3 Contract Award .....	10
SECTION 2: GENERAL CONDITIONS .....	11
2.1 Authorized UCF Representative / Public Notices / UCF Discretion .....	11
2.2 Approximate Calendar of Events .....	11
2.3 Respondent Communications and/or Inquiries .....	12
2.4 Pre-Proposal Conference And Site Visit .....	13
2.5 Written Addenda .....	13
2.6 Offer Proposal Opening Date .....	13
2.7 Presentations .....	13
2.8 Evaluation Criteria And Selection Process .....	14
2.9 Posting Of Recommended Selection .....	16
2.10 Offer Validity Period .....	16
2.11 Disposition Of Offers/Florida Public Records Law Compliance .....	16
2.12 Economy Of Presentation .....	17
2.13 Restricted Discussions / Submissions .....	17
2.14 Verbal Instructions Procedure .....	17
2.15 State Licensing Requirements .....	17
2.16 Parking .....	17
2.17 Definitions .....	18
2.18 Procurement Rules .....	20
2.19 Force Majeure .....	21
2.20 Indemnification and Insurance .....	21
2.21 Term Of Contract .....	24
2.22 Termination Of Contract .....	24
2.23 Assignment And Amendment Of Contract .....	25
2.24 Independent Parties .....	25
2.25 Performance Investigations .....	25
2.26 Records .....	25
2.27 Public Records .....	25
2.28 Public Records, Service Contracts, Compliance 119.0701, FS .....	25
2.29 Severability .....	26
2.30 Notices .....	27
2.31 Governing Law And Venue .....	27
2.32 Liaison .....	27
2.33 Subcontracts .....	27
2.34 Employment Of UCF Personnel .....	27
2.35 Conflict Of Interest .....	27
2.36 Equal Opportunity Statement .....	28
2.37 Waiver Of Rights And Breaches .....	28
2.38 Headings Not Controlling .....	28
2.39 Employee Involvement / Covenant Against Contingent Fees .....	29
2.40 Employment Of Aliens .....	29
2.41 Site Rules And Regulations .....	29
2.42 Travel Expenses .....	29
2.43 Annual Appropriations .....	29
2.44 Taxes .....	30



2.45 Contractual Precedence .....	30
2.46 Use Of Contract By Other Governmental Agencies.....	30
2.47 Public Entity Crimes.....	30
2.48 Work For Hire .....	30
2.49 Export Control .....	31
2.50 Nonnegotiable Conditions And Requirements .....	32
2.51 Additional Quantities .....	32
2.52 Family Educational Rights And Privacy Act.....	32
2.53 Smoke Free Policy.....	33
2.54 Contact with Minor Children.....	33
2.55 Reporting of Child Abuse.....	33
 SECTION 3:	
CAMPUS STORE PROGRAM REQUIREMENTS .....	34
3.1 Operations.....	34
3.2 Customer Service.....	37
3.3 Staffing / Personnel .....	38
3.4 General Merchandise And Marketing .....	40
3.5 Cafe Services .....	40
3.6 Course Materials.....	41
3.7 Course Materials Affordability / Pricing Policies .....	42
3.8 Innovative Methods Of Delivering Course Materials.....	43
3.9 Tender Types / Discounts / Financial Aid .....	43
3.10 Technology .....	44
3.11 Financial Reporting and Payment Terms .....	45
3.12 Facility Investment .....	46
3.13 Facility Build-Out Requirements.....	47
3.14 University Obligations.....	48
3.15 Contractor Obligations .....	49
 SECTION 4:	
OFFER FORMAT SUBMITTAL REQUIREMENTS.....	51
4.1 Company History And Background .....	51
4.2 Operations Plan.....	51
4.3 Customer Service.....	52
4.4 Staffing / Personnel .....	52
4.5 Course Materials Program.....	52
4.6 Course Materials Affordability / Pricing Polices.....	54
4.7 General Book Program .....	55
4.8 General Merchandise And Marketing Strategy .....	55
4.9 Cafe Services .....	56
4.10 Tender Types / Discounts .....	56
4.11 Financial Aid .....	56
4.12 Financial Projections .....	56
4.13 Financial Proposal .....	56
4.14 Facility Investment .....	57
4.15 Technology .....	58
4.16 Conformance To ITN .....	58
 APPENDIXES:	
Appendix I Evaluation Scoring Sheet .....	59
Appendix II Supplemental Offer Sheet .....	60
Appendix III Certificate Of Non-Segregated Facilities .....	62

Appendix IV	Compliance And Certification Of Good Standings .....	65
Appendix V	Secure Handling Of UCF Data .....	66
Appendix VI	Bonfire Submission Instructions.....	68
Appendix VII	Payment Card Industry Data Security Standards.....	69
Appendix VIII	Minimum Security Requirements for Cloud Computing Service Provider.....	71
Appendix IX	Third-Party Data Security Assurance Questionnaire	73

ATTACHMENTS:

Attachment A	<b>Financial Offer Form</b> .....	74
Attachment B	Campus Store Facility Floor Plan .....	75
Map:	The Center for Emerging Media (Pre-Proposal meeting) .....	76

***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 21<sup>st</sup> 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	<b>Friday, February 2, 2018</b>
UCF Issues Responses to Written Questions	Friday, February 9, 2018
<b>Proposals Due</b>	<b>Tuesday, February 27, 2018</b>
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	<b>July 1, 2018</b>

### 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**

<b>Evaluation Criteria</b>	<b>Max Points</b>
<b>Experience, Qualifications, Resources and Services</b>	100
Company History And Background	
Operations Plan	
Customer Service	
Staffing / Personnel/ Training program	
<b>Textbook and Course Materials Programs</b>	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
<b>Merchandising and Marketing Capabilities</b>	
General Merchandise and Marketing Strategy	
Cafe'- and other Retail plans/proposal (use of space,etc.)	
Product delivery, creativity, other innovations	350
<b>Financial Proposal and Incentives</b>	
Financial Proposal	
Facility Investment	
Technology Investment	50
<b>General Information</b>	
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
<b>Total Possible Points</b>	

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](mailto: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 28<sup>th</sup> 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 31<sup>st</sup> (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 (1/12<sup>th</sup>) 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**

- Describe your general book program and your plan to ensure that the general book program supports the academic excellence of the University.
- 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**

- 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.
- Describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students.
- Describe your company's plan to provide emblematic/logo merchandise at multiple price points.
- 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.
- Describe your plans to provide a selection of technology products as described in Section 3.4c.
- 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.
- Describe your company's vendor code of conduct policy and whether it meets FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.
- 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.)*

**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		
<b>Textbook and Course Materials Programs</b>	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		
<b>Merchandising and Marketing Capabilities</b>	250	
General Merchandise and Marketing Strategy		
Cafe’– and other Retail plans/proposal (use of space)		
Product delivery, creativity, other innovations		
<b>Financial Proposal and Incentives</b>	350	
Financial Proposal		
Facility Investment		
Technology Investment		
<b>General Information</b>	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)		
<b>Total Possible Points</b>	<b>1000</b>	

**EVALUATOR’S NAME:** \_\_\_\_\_

**EVALUATOR’S SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



<b>APPENDIX II</b> <b>SUPPLEMENTAL OFFER SHEET</b>
---

**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			
2.45			
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:** \_\_\_\_\_

<b>APPENDIX III</b> <b>CERTIFICATE OF NON-SEGREGATED FACILITIES</b>
--

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: \_\_\_\_\_

<p style="text-align: center;"><b>APPENDIX IV</b> <b>COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS</b></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. 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](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

<b>Appendix VII</b> <b>Payment Card Industry Data Security Standards (PCI DSS)</b>
---

- 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/security_standards/pci_dss.shtml)

[https://www.pcisecuritystandards.org/documents/PCI\\_DSS\\_v3-2.pdf](https://www.pcisecuritystandards.org/documents/PCI_DSS_v3-2.pdf)

[https://www.pcisecuritystandards.org/pci\\_security/completing\\_self\\_assessment](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;"><b>Appendix IX</b> <b>THIRD-PARTY DATA SECURITY ASSURANCE QUESTIONNAIRE</b></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:** \_\_\_\_\_

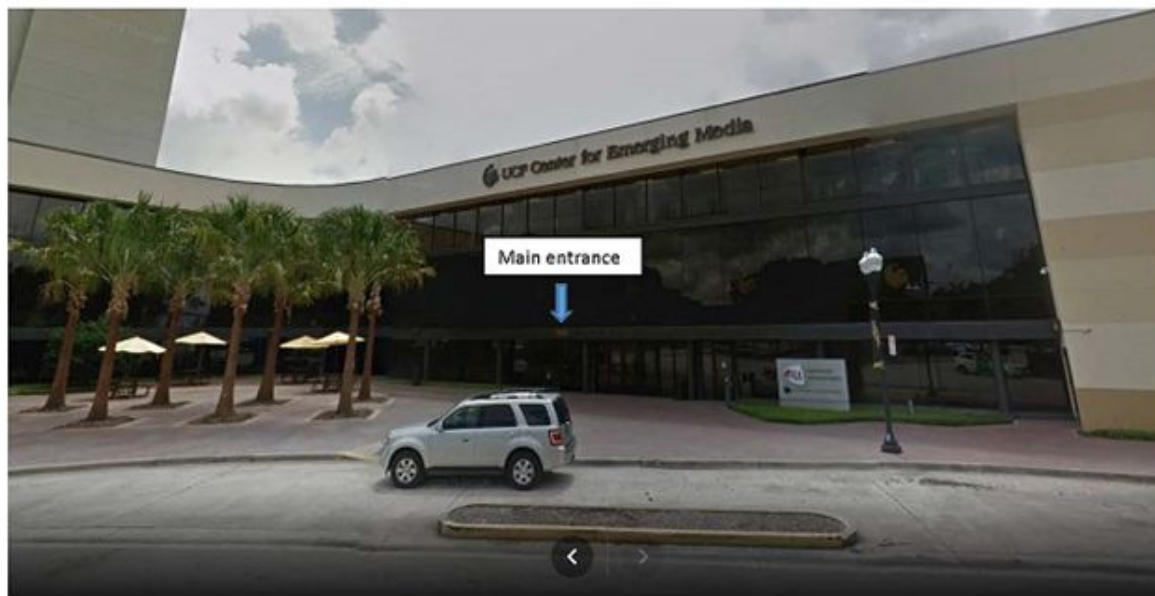
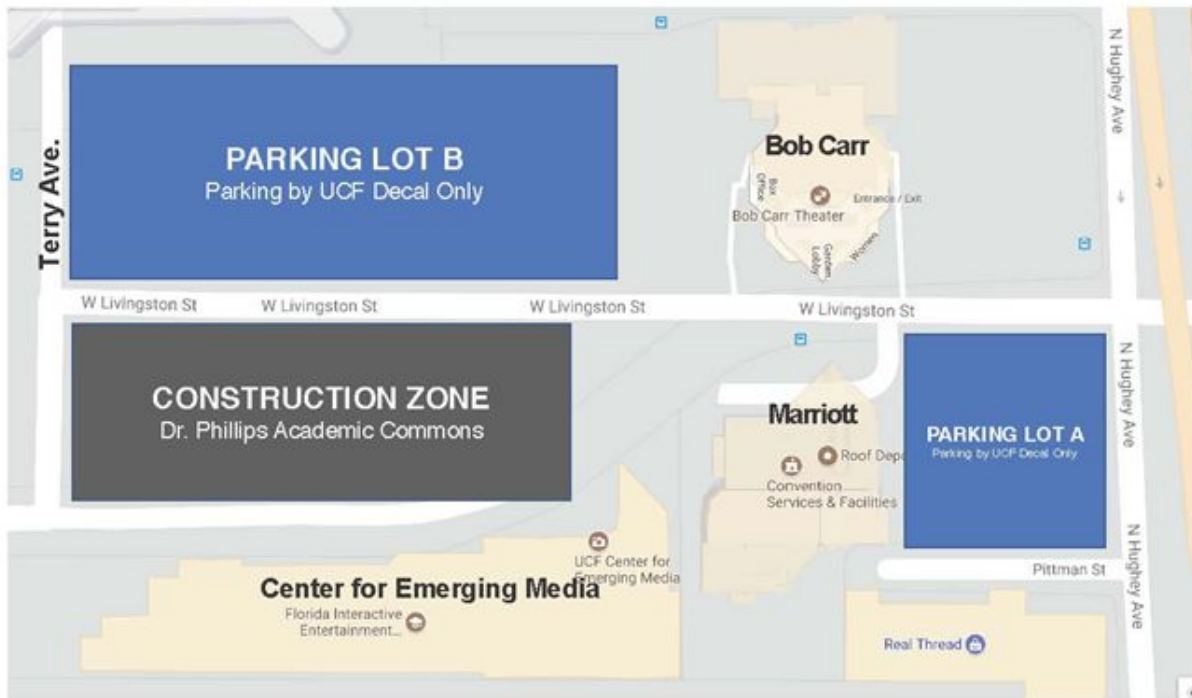
**UCF DOWNTOWN CAMPUS STORE – ITN 1710NCSA**





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**

<b>Commission</b>	
<b>Barnes &amp; Noble</b>	<b>Follett</b>
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%	
<b>Minimum Annual Guarantee</b>	
<b>Barnes &amp; Noble</b>	<b>Follett</b>
Year 1 \$250,000	N/A
Years 2-10 95% of calculated sales commission of the immediately preceding year	
<b>Annual Donations/Giveaways/Promotions</b>	
<b>Barnes &amp; Noble</b>	<b>Follett</b>
\$5,000 annually toward marketing, merchandise donations and giveaways	\$2,000 annual in-kind donations to support various campus and student activity groups
<b>Additional Financial Incentives</b>	
<b>Barnes &amp; Noble</b>	<b>Follett</b>
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	

<b>Barnes &amp; Noble</b>	<b>Follett</b>
N/A	\$2,000 annually – textbook scholarships
<b>Facility Investment</b>	
<b>Barnes &amp; Noble</b>	<b>Follett</b>
\$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**

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

**MINIMUM ANNUAL GUARANTEE**

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

**ANNUAL DONATIONS / GIVEAWAYS / PROMOTIONS**

<b>BARNES &amp; NOBLE</b>	<b>FOLLETT</b>
<ul style="list-style-type: none"> <li>\$5,000 annually toward marketing, merchandise donations, and giveaways</li> </ul>	<ul style="list-style-type: none"> <li>\$2,000 in annual in-kind donations to support various campus and student activity groups</li> </ul> <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**

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

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

<b>BARNES &amp; NOBLE</b>	<b>FOLLETT</b>
<ul style="list-style-type: none"> <li>\$700,000</li> </ul>	<ul style="list-style-type: none"> <li>Up to \$400,000</li> </ul>

**TECHNOLOGY INVESTMENT**

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

**UTILITIES**

<b>BARNES &amp; NOBLE</b>	<b>FOLLETT</b>
<ul style="list-style-type: none"> <li>Requests a Utilities cap of \$10,000 per year</li> </ul>	<ul style="list-style-type: none"> <li>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.”)</li> </ul>

**FINANCIAL AID**

<b>BARNES &amp; NOBLE</b>	<b>FOLLETT</b>
<ul style="list-style-type: none"> <li>Agrees to extend UCF and Valencia Students receiving financial credit up to \$600 per semester. Barnes &amp; 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.</li> </ul>	<ul style="list-style-type: none"> <li>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.</li> </ul>



## BAFO ANALYSIS- 9/4/18

<b>SECTION 2:</b> <b>FINANCIAL ANALYSIS OF CAMPUS STORE PROPOSALS</b>
--

**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**

<b>CONTRACTORS (Listed Alphabetically)</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
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
<b>AVG. SALES PROJ. % Increase</b>	<b>\$2,635,100 -</b>	<b>\$2,656,750 0.82%</b>	<b>\$2,703,800 1.77%</b>	<b>\$2,747,300 1.61%</b>	<b>\$2,772,050 0.90%</b>

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**

	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
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
<b>ADJUSTED COMM. SALES PROJECTIONS</b>	<b>\$2,485,100</b>	<b>\$2,476,750</b>	<b>\$2,493,800</b>	<b>\$2,507,300</b>	<b>\$2,502,050</b>

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

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

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

CONTRACTOR	ANNUAL DONATIONS / GIVEAWAYS / PROMOTIONS
Barnes & Noble	<ul style="list-style-type: none"> <li>\$5,000 annually toward marketing, merchandise donations and giveaways</li> </ul>
Follett	<ul style="list-style-type: none"> <li>\$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.)</li> </ul>

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

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

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.

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

**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
• <b>Total Commission</b>	<b>\$394,676</b>	<b>\$394,773</b>	<b>\$398,833</b>	<b>\$402,339</b>	<b>\$402,920</b>
• Facility Depreciation	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
• Annual Donations	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
• <b>TOTAL</b>	<b>\$469,676</b>	<b>\$469,773</b>	<b>\$473,833</b>	<b>\$477,339</b>	<b>\$477,920</b>
• <b>% OF SALES</b>	<b>17.82%</b>	<b>17.68%</b>	<b>17.52%</b>	<b>17.37%</b>	<b>17.24%</b>

(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
• <b>Total Commission</b>	<b>\$329,986</b>	<b>\$330,261</b>	<b>\$333,963</b>	<b>\$337,186</b>	<b>\$337,877</b>
• 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
• <b>TOTAL</b>	<b>\$374,986</b>	<b>\$375,261</b>	<b>\$378,963</b>	<b>\$382,186</b>	<b>\$382,877</b>
• <b>% OF SALES</b>	<b>14.23%</b>	<b>14.12%</b>	<b>14.02%</b>	<b>13.91%</b>	<b>13.81%</b>

**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**

	<b>FIVE-YEAR COMMISSION TO UCF/VC (commission)</b>	<b>FIVE-YEAR TOTAL FINANCIAL RETURN TO UCF/VC (commission, facility investment, textbook scholarships, annual donations, one-time payment)</b>
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: FFC-2

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** Puerto Rico Tuition Waiver Extension

**DATE:** September 27, 2018

---

**PROPOSED COMMITTEE 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: FFC-3**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** Capital Projects Approval Policy

**DATE:** September 27, 2018

---

**PROPOSED COMMITTEE 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: FFC-4**

**University of Central Florida  
Board of Trustees  
Finance and Facilities Committee**

**SUBJECT:** Concessions Award

**DATE:** September 27, 2018

---

**PROPOSED COMMITTEE 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

<p align="center"><b>SUBMIT OFFER TO:</b>  <b>PROCUREMENT SERVICES DEPARTMENT</b>  <b>UNIVERSITY OF CENTRAL FLORIDA</b>          (407) 823-2661  <b>BONFIRE PORTAL LINK</b>  <a href="https://ucfprocurement.bonfirehub.com/opportunities/8290">https://ucfprocurement.bonfirehub.com/opportunities/8290</a></p>		<p align="center"><b>University of Central Florida</b>   <b>INVITATION TO NEGOTIATE</b>   <b>Contractual Services Acknowledgement Form</b></p>	
Page 1 of 82 Pages		OFFERS WILL BE OPENED <b>June 8, 2018 @ 2:00 PM EST</b> and may not be withdrawn within <b>180</b> days after such date and time.	
UNIVERSITY ISSUING DATE: May 8, 2018		ITN TITLE: <b>Concessions Food Services Management – UCF Convocation Corporation</b>	
FEDERAL EMPLOYER IDENTIFICATION NUMBER			
VENDOR NAME		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE		<p align="center"><b>POSTING OF PROPOSAL TABULATIONS</b></p>	
AREA CODE	TELEPHONE NO.	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.	
	TOLL FREE NO.		
	FAX NO.		

**Government Classifications**

**Check all applicable**

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

*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**

<b>TABLE OF CONTENTS</b>
--------------------------

SECTION 1:	INTRODUCTION .....
	1.1 Statement of Objective .....
	1.2 Contract Award.....
	1.3 UCF Environment / Background Information .....
SECTION 2:	GENERAL CONDITIONS.....
	2.1 Authorized UCF Representative / Public Notices / UCF Discretion ....
	2.2 Approximate Calendar of Events.....
	2.3 Respondent Communications and/or Inquiries .....
	2.4 Pre-Proposal Conference And Site Visit .....
	2.5 Written Addenda.....
	2.6 Offer Proposal Opening Date .....
	2.7 Presentations .....
	2.8 Evaluation Criteria And Selection Process .....
	2.9 Posting Of Recommended Selection .....
	2.10 Offer Validity Period .....
	2.11 Disposition Of Offers/Florida Public Records Law Compliance .....
	2.12 Economy Of Presentation .....
	2.13 Restricted Discussions / Submissions .....
	2.14 Verbal Instructions Procedure.....
	2.15 State Licensing Requirements.....
	2.16 Parking .....
	2.17 Definitions.....
	2.18 Procurement Rules.....
	2.19 Force Majeure.....
	2.20 Indemnification, and Insurance.....
	2.21 Term Of Contract .....
	2.22 Termination Of Contract .....
	2.23 Assignment And Amendment Of Contract.....
	2.24 Independent Parties.....
	2.25 Performance Investigations .....
	2.26 Records .....
	2.27 Public Records .....
	2.28 Public Records, Service Contracts, Compliance 119.0701, FS.....
	2.29 Severability .....
	2.30 Notices .....
	2.31 Governing Law And Venue .....
	2.32 Liaison.....
	2.33 Subcontracts .....
	2.34 Employment Of UCF Personnel .....
	2.35 Conflict Of Interest .....
	2.36 Equal Opportunity Statement .....
	2.37 Waiver Of Rights And Breaches .....
	2.38 Headings Not Controlling .....
	2.39 Employee Involvement / Covenant Against Contingent Fees .....
	2.40 Employment Of Aliens .....
	2.41 Site Rules And Regulations .....
	2.42 Travel Expenses .....
	2.43 Annual Appropriations.....

	2.44 Taxes .....
	2.45 Contractual Precedence .....
	2.46 Use Of Contract By Other Governmental Agencies.....
	2.47 Public Entity Crimes.....
	2.48 Work For Hire.....
	2.49 Export Control.....
	2.50 Nonnegotiable Conditions And Requirements.....
	2.51 Additional Quantities .....
	2.52 Family Educational Rights And Privacy Act.....
	2.53 Smoke Free Policy.....
SECTION 3:	CONCESSIONS PROGRAM INFORMATION.....
	3.1 Facilities / Locations.....
	3.2 Revenue .....
	3.3 Alcoholic Beverage Permit/License .....
	3.4 Menu and Prices .....
	3.5 Catering/premium Services.....
SECTION 4:	CONCESSIONS PROGRAM REQUIREMENTS .....
	4.1 Operations.....
	4.2 Products and Services.....
	4.3 Alcoholic Beverages.....
	4.4 Advertising - Marketing.....
	4.5 Exclusive Use Agreements .....
	4.6 Basic Utilities.....
	4.7 Additional Utilities .....
	4.8 Environmental/Sustainability Practices .....
	4.9 Licensing, Permits, taxes .....
	4.10 Sanitation and Food Safety .....
	4.11 Concessionaire Obligations.....
	4.12 University Obligations.....
	4.13 Customer Service & Quality Control .....
	4.14 Staffing/Personnel .....
	4.15 Background Checks .....
	4.16 Food and Beverage Price Adjustment Policy.....
	4.17 Catering/premium Menu Price Adjustment Policy.....
	4.18 Tender Types.....
	4.19 Technology Compliance .....
	4.20 Financial Reporting And Recordkeeping.....
	4.21 Payment Terms .....
	4.22 Facility Investment .....
	4.23 Investment Requirements.....
	4.24 Promotionals.....
SECTION 5:	REQUIRED OFFER FORMAT SUBMITTAL REQUIREMENTS.....
	5.1 Commission Structure Proposal.....
	5.2 Facility Investment Proposal .....
	5.3 Technology Investment Proposal.....
	5.4 Branded and other Subcontracted Products .....
	5.5 Organizational & Staffing Plan.....
	5.6 Training Programs .....
	5.7 Customer Service & Quality Control.....
	5.8 General Admissions Menu and Catering/premium Menu .....

5.9	Transition Plan .....
5.10	Financial Projections .....
5.11	Company History and Background.....
5.12	Event Information Recap and Reporting .....
5.13	Creative Design Concepts.....
5.14	Conformance To ITN .....

APPENDIXES:

Appendix I	Evaluation Scoring Sheet.....
Appendix II	Supplemental Offer Sheet .....
Appendix III	Certificate Of Non-Segregated Facilities .....
Appendix IV	Compliance And Certification Of Good Standings .....
Appendix V	Secure Handling Of UCF Data .....
Appendix VI	Bonfire Submission Instructions.....
Appendix VII	Payment Card Industry Data Security Standards.....

ATTACHMENTS:

Attachment A1 and A2	Financial Offer Form.....
Attachment B	Equipment Provided for Concessionaire's Use .....
Attachment C	Menus/pricing.....
Arena layout	drawings.....
Concessions Data	Spreadsheets.....

***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](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](http://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:

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

**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**

<b>FY13</b>	<b>FY14</b>	<b>FY15</b>	<b>FY16</b>	<b>FY17</b>
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.**

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

**Total Season Attendance**

	<b>14-15</b>	<b>15-16</b>	<b>16-17</b>	<b>17-18</b>
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**

<b>FY13</b>	<b>FY14</b>	<b>FY15</b>	<b>FY16</b>	<b>FY17</b>
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.

<b>SECTION 2: GENERAL CONDITIONS</b>
--------------------------------------

**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](mailto: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
<b>Respondent's Written Questions Due</b>	<b>May 23, 2018</b>
UCF Issues Responses to Written Questions	May 25, 2018
<b>Proposals Due</b>	<b>June 8, 2018</b>
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**

<b>Section</b>	<b>Evaluation Criteria (Refer to Appendix I for criteria weight)</b>
5.1	<b>Arena:</b> 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**

<b>Section</b>	<b>Evaluation Criteria (Refer to Appendix I for criteria weight)</b>
5.1	<b>Arena:</b> 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](mailto: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 31st 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](mailto: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](mailto: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.

<b>SECTION 3: CONCESSIONS PROGRAM INFORMATION</b>
---

**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](http://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
<b>Arena</b> Concerts, Graduations, and athletic events held in Arena	539,430	\$800,987	\$460,000	\$1,025,752	\$689,523
<b>Arena</b> (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](https://www.flcourts.org/Portals/0/Forms/ResponsibleVendorInfo.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) then 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.)

<b>APPENDIX I</b> <b>EVALUATION SCORING SHEET</b>
--

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	<b>Arena:</b> 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	
	<b>Total Possible Points</b>	<b>165</b>	

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	<b>Arena:</b> 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	
	<b>Total Possible Points</b>	<b>65</b>	

EVALUATOR'S NAME: \_\_\_\_\_

EVALUATOR'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

<b>APPENDIX II</b> <b>SUPPLEMENTAL OFFER SHEET</b>
---

### 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.

<b><u>SECTION</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>RESPON. INITIALS</u></b>
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 <b>**Non-negotiable**</b>	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 <b>**Non-negotiable**</b>	_____	_____	_____
2.50	_____	_____	_____
2.51	_____	_____	_____
2.52 <b>**Non-negotiable**</b>	_____	_____	_____
2.53 <b>**Non-negotiable**</b>	_____	_____	_____
3.0	_____	_____	_____
4.0	_____	_____	_____
5.0	_____	_____	_____
Appendix I	_____	_____	_____
Appendix II	_____	_____	_____
Appendix III	_____	_____	_____
Appendix IV	_____	_____	_____
Appendix V <b>**Non-Negotiable</b>	_____	_____	_____
Appendix VI	_____	_____	_____
Attach. A <b>**Non-negotiable**</b>	_____	_____	_____

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

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

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

<b>APPENDIX III</b> <b>CERTIFICATE OF NON-SEGREGATED FACILITIES</b>
--

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.**

<p align="center"><b>APPENDIX III</b>  <b>CERTIFICATE OF NON-SEGREGATED FACILITIES</b>  <b>SUBPART - CONTRACTOR'S AGREEMENTS</b></p>
--

**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;"><b>APPENDIX IV</b> <b>COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS</b></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: \_\_\_\_\_

<p style="text-align: center;"><b>APPENDIX V</b>  <b>SECURE HANDLING OF UCF DATA</b></p>
--

**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](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



<p style="text-align: center;"><b>Appendix VII</b>  <b>Payment Card Industry Data Security Standards (PCI DSS)</b></p>
--

- 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 complaint.
  - 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/security_standards/pci_dss.shtml)

[https://www.pcisecuritystandards.org/documents/PCI\\_DSS\\_v3-2.pdf](https://www.pcisecuritystandards.org/documents/PCI_DSS_v3-2.pdf)

[https://www.pcisecuritystandards.org/pci\\_security/completing\\_self\\_assessment](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 (\$)	
<b>TOTAL ARENA INVESTMENT (\$)</b>	

**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 (\$)	
<b>TOTAL STADIUM INVESTMENT (\$)</b>	

**6. NATIONAL, REGIONAL, AND LOCAL BRANDED PRODUCTS:** (Base-contract with Catering/Premium services):

<b>List the Branded Products you intend to use *</b>	<b>Indicate the location(s) where the Branded Product be available</b>
1)	
2)	
(add additional lines as needed)	

PROPOSAL SUBMITTED BY:

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

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

Signer's Printed Name: \_\_\_\_\_

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

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

<b>ATTACHMENT B</b> <b>EQUIPMENT PROVIDED FOR CONTRACTOR'S USE</b>
---

(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**

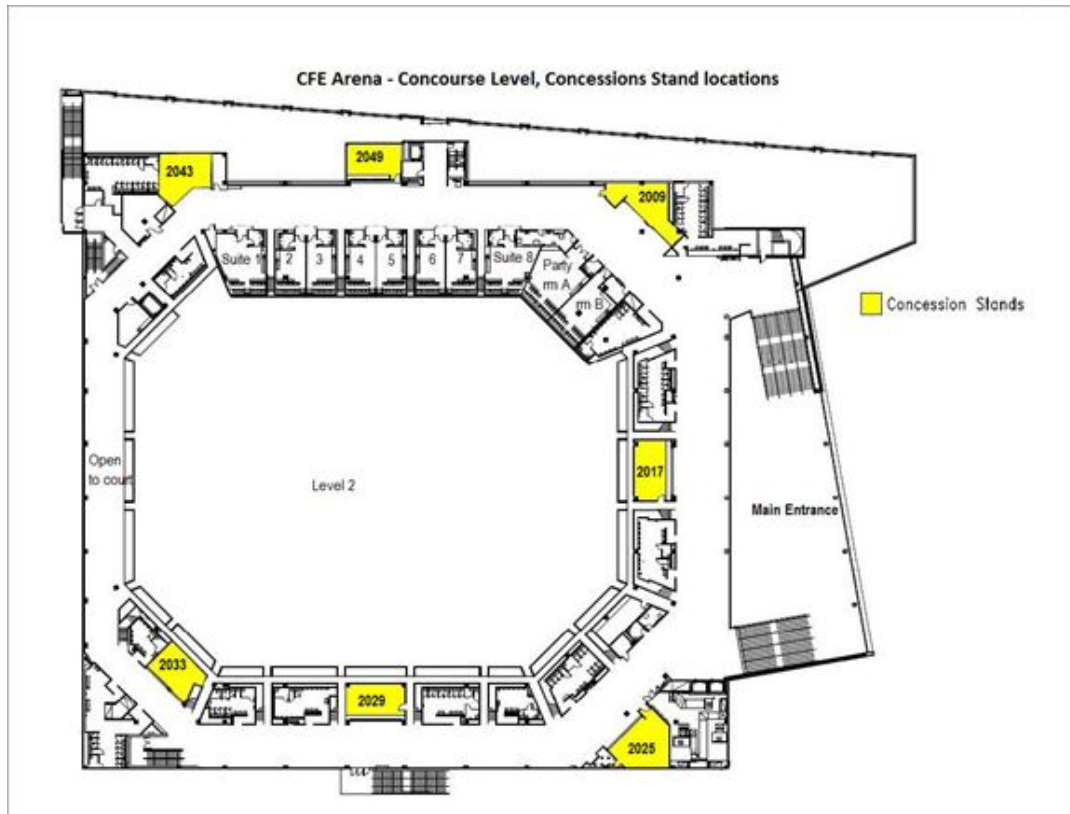
<b>Type</b>	<b>Description</b>	<b>Venue</b>	<b>Price</b>
Beverage	20-oz Bottled Soda – Coke, Coke Zero, Diet Coke, Sprite		\$4.00
Bottled Water	20-oz Bottled Water	Arena	\$3.50
Beverage	22-oz Soda Cup	Arena	\$4.00
Beverage	32-oz Refillable Cup	Arena	\$8.00
Beer	Bottled Beer - Bud Lite	Arena	\$7.00
Beer	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 style="text-align: center;"><b>ATTACHMENT C</b> <b>CATERING MENUS</b></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**

<b>Commission</b>	
<b>Spectra</b>	<b>Valley Services</b>
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%	
<b>Facility Investment</b>	
<b>Spectra</b>	<b>Valley Services</b>
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
<b>\$315,000</b>	<b>\$430,000</b>

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**

<b>Commission</b>	
<b>Spectra</b>	<b>Valley Services</b>
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	
<b>Facility Investment</b>	
<b>Spectra</b>	<b>Valley Services</b>
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
<b>\$315,000</b>	<b>\$235,000</b>

Both vendors agreed that UCF will review and approve the use of subcontractors (national and local brand concepts).



**Best and Final Offers**

<b>Commission</b>	
<b>Spectra</b>	<b>Valley Services</b>
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	
<b>Facility Investment</b>	
<b>Spectra</b>	<b>Valley Services</b>
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
<b>\$330,000</b>	<b>\$235,000</b>

**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.

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