

SUBMIT OFFER TO: Via Bonfire Web Portal UNIVERSITY OF CENTRAL FLORIDA Phone:(407) 823-2661 www.procurement.ucf.edu https://ucfprocurement.bonfirehub.com/opportunities/6043 Your submission must be uploaded, submitted, and finalized prior to the closing time on February 27, 2018 @ 4:00 PM EST . We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the Closing Time to begin the uploading process and to finalize your submission. See Appendix 6 for submittal instructions.		University of Central Florida INVITATION TO NEGOTIATE Contractual Services Acknowledgement Form
Page 1 of 76 Pages	OFFERS WILL BE OPENED February 27, 2018 and may not be withdrawn within 180 days after such date and time.	ITN NO: 1710NCSA
UNIVERSITY MAILING DATE:	ITN TITLE: CONTRACT FOR THE MANAGEMENT AND OPERATION OF THE UCF DOWNTOWN CAMPUS STORE	
FEDERAL EMPLOYER IDENTIFICATION NUMBER		
VENDOR NAME		REASON FOR NO OFFER
VENDOR MAILING ADDRESS		
CITY - STATE - ZIP CODE		POSTING OF PROPOSAL TABULATIONS
AREA CODE	TELEPHONE NO.	Proposal tabulations with intended award(s) will be posted for review by interested parties on the Procurement Services solicitation webpage and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.
	FAX NO.	
	EMAIL:	

Government Classifications
Check all applicable

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

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

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

**AUTHORIZED SIGNATURE
(MANUAL)**

**AUTHORIZED SIGNATURE
(TYPED), TITLE**

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

SECTION 1: INTRODUCTION

1.1 Statement of Objective

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

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

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

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

- Retail / Campus Store
- Course Materials

a) Retail / Campus Store

1. Product Lines. Major product lines will include, but not be limited to, the following:
 - Emblematic/branded merchandise
 - School supplies
 - Technology supplies
 - General books/trade books (limited selection)
 - Convenience (snacks, beverages, light groceries, HBA's, etc.)
 - Café/coffee shop
 - Textbooks/course materials
 - Miscellaneous product lines, including backpacks, dorm accessories, etc.
2. Environment/Gathering Space. The Campus Store environment should promote community gathering, but it is not intended as a student union or primary student center. Gathering space should not be at the expense of retail space. The cafe outdoor space immediately external to the Campus Store will be the focal point for social gathering, seating, etc.
3. Innovative/Cutting Edge. The Campus Store must be innovative and cutting edge as befitting a 21st century urban model university which seeks to redefine the educational

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

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

b) **Course Materials**

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

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

c) **Customer-Centric**

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

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

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

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

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

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

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

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

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

1.2 **About the UCF Downtown Campus**

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

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

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

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

The first phase of the Downtown Campus includes:

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

Raising Downtown Orlando's Intellectual Capital

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

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

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

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

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

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

UCF Academic Programs Relocating Downtown (anticipated)

Digital Entertainment And Communication:

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

Healthcare Technology And Administration:

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

Public Service And Other Programs:

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

Projected Enrollment

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

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

Academic Calendar

UCF operates on Fall, Spring, and Summer semesters.

Other Retail Operations at the Downtown Campus

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

1.3 Contract Award

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

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

SECTION 2: GENERAL CONDITIONS

2.1 Authorized UCF Representative / Public Notices / UCF Discretion

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

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

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

2.2 Approximate Calendar Of Events

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

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

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

2.3 **Respondent Communications And / Or Inquiries**

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

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

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

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

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

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

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

2.5 **Written Addenda**

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

2.6 **Offer / Proposal Opening Date**

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

2.7 **Presentations**

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

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

2.8 Evaluation Criteria and Selection Process

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

Table A - Evaluation Of Responses

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

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

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

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

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

2.9 **Posting Of Recommended Selection**

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

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

2.10 **Offer Validity Period**

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

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

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

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

2.12 **Economy Of Presentation**

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

2.13 **Restricted Discussions / Submissions**

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

2.14 **Verbal Instructions Procedure**

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

2.15 **State Licensing Requirements**

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

2.16 **Parking**

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

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

2.17 **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UCF or University – refers to the “University of Central Florida”.

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

VC – Valencia College

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

2.18 **Procurement Rules**

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

2.19 **Force Majeure**

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

2.20 **Indemnification and Insurance**

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

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

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

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

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

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

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

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

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

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

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

2.21 **Term Of Contract**

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

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

2.22 **Termination Of Contract**

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

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

2.23 **Assignment And Amendment Of Contract**

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

2.24 **Independent Parties**

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

2.25 **Performance Investigations**

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

2.26 **Records**

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

2.27 **Public Records**

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

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

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

PUBLIC RECORDS, CONTRACT FOR SERVICES

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

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

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

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

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

2.29 **Severability**

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

2.30 **Notices**

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

2.31 **Governing Law And Venue**

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

2.32 **Liaison**

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

2.33 **Subcontracts**

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

2.34 **Employment Of UCF Personnel**

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

2.35 **Conflicts Of Interest**

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

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

2.36 **Equal Opportunity Statement**

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

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

2.37 **Waiver Of Rights And Breaches**

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

2.38 **Headings Not Controlling**

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

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

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

2.40 **Employment Of Aliens**

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

2.41 **Site Rules And Regulations**

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

2.42 **Travel Expenses**

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

2.43 **Annual Appropriations**

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

2.44 **Taxes**

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

2.45 **Contractual Precedence**

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

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

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

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

2.47 **Public Entity Crimes**

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

2.48 **Work For Hire**

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

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

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

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

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

2.49 **Export Control**

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

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

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

2.50 **Nonnegotiable Conditions And Requirements**

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

2.51 **Additional Quantities**

Not applicable

2.52 **Family Educational Rights And Privacy Act**

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

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

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

2.53 **Smoke Free Policy**

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

2.54 **Contact with Minor Children**

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

2.55 **Reporting of Child Abuse**

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

SECTION 3: DOWNTOWN CAMPUS STORE PROGRAM REQUIREMENTS

3.1 Operations

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

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

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

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

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

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

3.2 **Customer Service**

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

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

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

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

3.3 Staffing / Personnel

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

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

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

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

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

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

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

3.4 **General Merchandise And Marketing**

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

3.5 **Café Services**

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

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

3.6 **Course Materials**

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

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

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

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

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

3.7 Course Materials Affordability / Pricing Policies

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

3.8 **Innovative Methods Of Delivering Course Materials**

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

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

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

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

3.10 Technology

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

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

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

3.11 **Financial Reporting And Payment Terms**

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

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

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

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

3.12 **Facility Investment**

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

3.13 **Facility Build-out Requirements**

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

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

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

3.14 University Obligations

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

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

3.15 **Contractor Obligations**

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

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

SECTION 4: OFFER FORMAT SUBMITTAL REQUIREMENTS

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

Introduction

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

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

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

4.1 Company History And Background

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

4.2 Operations Plan

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

4.3 **Customer Service**

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

4.4 **Staffing / Personnel**

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

4.5 **Course Materials Program**

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

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

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

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

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

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

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

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

4.6 **Course Materials Affordability / Pricing Policies**

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

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

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

4.7 **General Book Program**

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

4.8 **General Merchandise And Marketing Strategy**

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

4.9 **Café Services**

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

4.10 **Tender Types / Discounts**

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

4.11 **Financial Aid**

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

4.12 **Financial Projections**

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

4.13 **Financial Proposal**

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

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

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

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

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

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

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

4.14 **Facility Investment**

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

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

4.15 **Technology**

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

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

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

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

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

**APPENDIX I
EVALUATION SCORING SHEET**

NAME OF RESPONDENT/ COMPANY: _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

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

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

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

DATE: _____

**APPENDIX II
SUPPLEMENTAL OFFER SHEET**

TERMS AND CONDITIONS

The Sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. **Respondents disagreeing with any 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: _____

APPENDIX III
CERTIFICATE OF NON-SEGREGATED FACILITIES

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: _____

APPENDIX IV
COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

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

Contractor further agrees that no UCF data of any kind shall be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an agent of UCF.
7. End of Agreement Data Handling. Contractor agrees that upon termination of this Agreement it shall erase, destroy, and render unreadable all UCF data according to the standards enumerated in DOD 5220.22 or NIST 800-88 and certify in writing that these actions have been completed at a mutually predetermined date.
8. Data Breach. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to assume responsibility for informing all such individuals in accordance

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

Related Documents:

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

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

Company: _____

Authorized Representative’s Name: _____

Authorized Representative’s Signature: _____

Date: _____

**APPENDIX VI
BONFIRE SUBMISSIONS**

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

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

Requested Documents:

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

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

2. Upload your submission at:

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

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

Important Notes:

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

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

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

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

Need Help?

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

Appendix VII

Payment Card Industry Data Security Standards (PCI DSS)

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

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

Related Links:

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

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

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

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

Appendix VIII
MINIMUM SECURITY REQUIREMENTS
CLOUD COMPUTING SERVICE PROVIDERS

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

The sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any term or condition herein are to act to resolve the difference prior to the deadline for inquires, 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 shell 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: _____

Appendix IX
THIRD-PARTY DATA SECURITY ASSURANCE QUESTIONNAIRE

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: _____

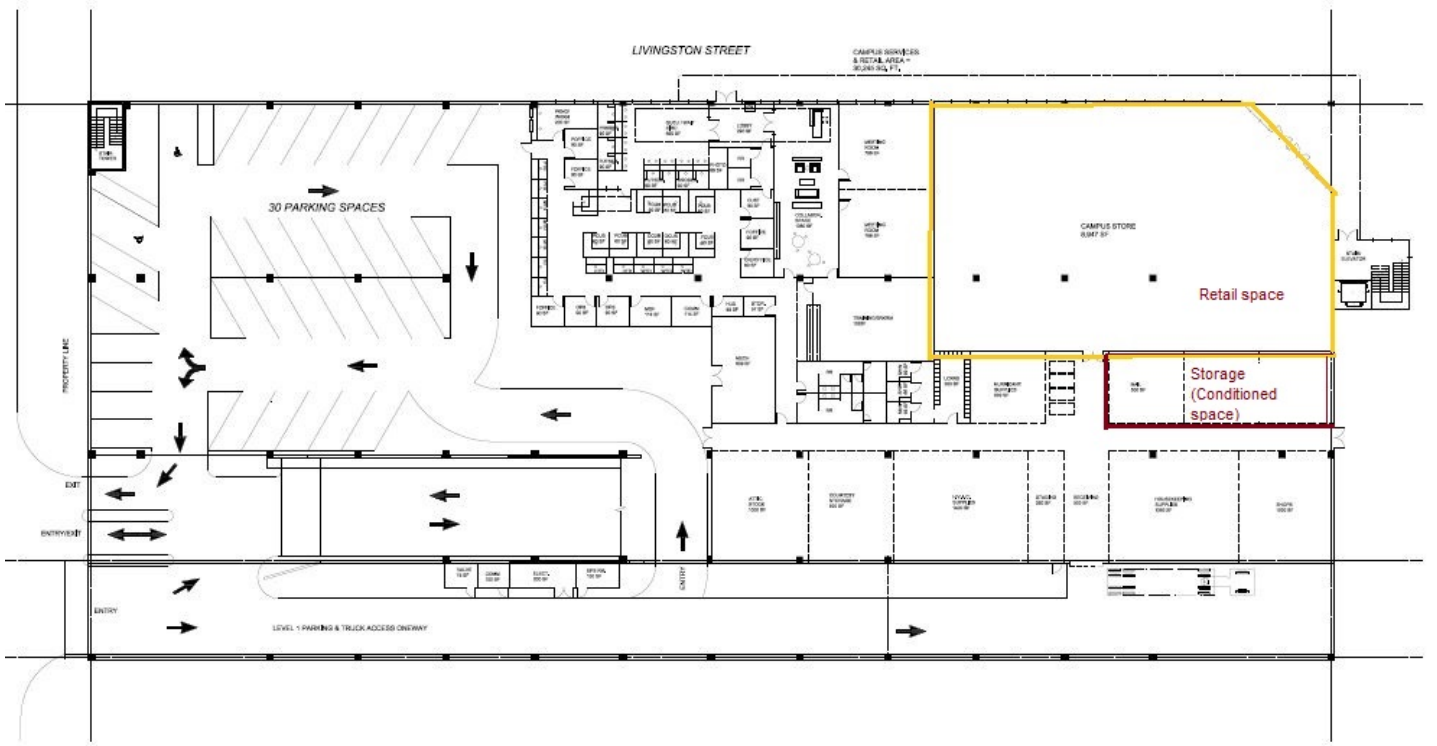
Authorized Signature: _____

Signer's Printed Name: _____

Title: _____

Date: _____

ATTACHMENT B CAMPUS STORE FLOOR PLAN/LAYOUT



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

