

SUBMIT OFFER TO:
 Via Bonfire Web Portal
 UNIVERSITY OF CENTRAL FLORIDA
 Phone:(407) 823-2661
 www.procurement.ucf.edu
<https://ucfprocurement.bonfirehub.com/opportunities/18046>
 Your submission must be uploaded, submitted, and finalized prior to the closing time on September 27, 2019 by 3:00PM. 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 IV for submittal instructions.

University of Central Florida
INVITATION TO NEGOTIATE
Contractual Services Acknowledgement Form

Page 1 of 54 Pages	OFFERS WILL BE OPENED: September 27, 2019 at 3:00PM. and may not be withdrawn within 180 days after such date and time.	ITN NO:1900MCSA
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UNIVERSITY MAILING DATE: August 19, 2019	ITN TITLE: LEASE OF SPACE AT THE STUDENT UNION FOR RESTAURANT
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FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER

VENDOR NAME	REASON FOR NO OFFER
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VENDOR MAILING ADDRESS	
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CITY - STATE - ZIP CODE	POSTING OF PROPOSAL TABULATIONS
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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.
	TOLL FREE NO.	
	FAX NO.	

Government Classifications
Check all applicable

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

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

GENERAL CONDITIONS

1. SEALED OFFERS: All offer sheets and this form must be executed and submitted as specified in Section 2.6. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

2. EXECUTION OF OFFERS: Offers must contain a manual signature of the representative authorized to legally bind the Respondent to the provisions herein. Offers must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor are to be initialed.

3. NO OFFER SUBMITTED: If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explain the reason in

the space provided above. Failure to respond without justification may be cause for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

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: Proposers 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 Proposer'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.



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER

1900MCSA FOR

**LEASE OF SPACE AT THE STUDENT UNION
FOR RESTAURANT**

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1.0 INTRODUCTION

1.1 Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) Board of Trustees to enter into an agreement with a “Local Business” Vendor to provide “**Vegan**” or “**Vegan/Vegetarian**” food for students, faculty, staff, and visitors at the Student Union Building facility located at 12715 Pegasus Drive, Orlando, FL 32816. The manner of service, menu selection, product presentation, and price to the consumer shall be subject to the approval of and acceptance to the University of Central Florida (UCF). Refer to Section 2.0 and 4.0 for additional details and operating requirements.

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

1.2 Contract Award

UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer(s) represent the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent’s proposal, and all the terms and conditions found in any resulting contract. A sample of UCF’s standard terms and conditions can be viewed at <http://www.procurement.ucf.edu>. 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 an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF’s best interest to do so.
- H. UCF is not obligated to make an award under or as a result of this solicitation.

1.3 UCF Environment

The UCF campus is 13 miles east of downtown Orlando and adjacent to one of the top research parks in the nation. The university also has a fully accredited College of Medicine, founded in the Medical City at Lake Nona.

With more than 68,000 students, UCF is the second-largest university by enrollment in the nation. UCF researchers received \$183 million in fiscal year 2018 for funded research. In Fall 2018, the freshman class

had an average SAT combined score of 1328, the Burnett Honors College enrolled 524 students, and the number of incoming National Merit Scholars ranked UCF among the top 25 colleges and universities.

The university offers 101 bachelor's, 88 master's, 29 research doctorates, 3 professional doctorates and 3 specialists to provide opportunities to 68,000 students, offering 210-degree programs, and it leads all universities in Florida in conferring more than 16,000 degrees a year. UCF is committed to innovative community partnerships, world-class research with local impact, and the integration of technology and learning. from UCF's main campus, hospitality campus, health sciences campus and its ten regional locations.

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

Athletics & Campus Life

UCF is a member of the National Collegiate Athletic Association (NCAA) and the American Athletic Conference. For additional information regarding UCF Athletics please visit www.ucfknight.com. In addition, UCF offers many recreational sports including intramural sports, club sports, and fitness programs.

Campus Life

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

Enrollment

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

	FALL '16	FALL '17	FALL '18
Undergraduate	55,773	56,974	58,903
Graduate	8,066	8,721	9,164
Medical	479	485	491
Total Headcount	64,318	66,180	68,558

Academic Calendar

The University of Central Florida academic schedule consists of two semesters (Fall and Spring), and the Summer term. The Fall and Spring semesters are approximately 14 weeks long, with a 4-week break (no classes held) between semesters. The Summer term ranges from 6 to 12 weeks.

Specific dates can be found at <https://calendar.ucf.edu>

University Dining Facilities and Services

Residential dining is comprised of two main Dining facilities: "63' South" which is located on the southern end of the campus, is approximately 19,500 square-feet, has a seating capacity of 500, and is currently serving on average 3,100 meals per day. The other dining facility is "Knightros" which located on the northern end of campus, is approximately 16,200 square feet,

has a seating capacity of 328 and serves an average of 1,100 meals per day.

Students are not required to purchase a Meal Plan; however, for FY18 over 4,500 Meal Plans were sold. Cash, checks, credit cards, and the “Knights Cash” (student debit account that can be used food purchases in campus restaurants) are all accepted by UCF Dining units.

1.4 Student Union Building

Known as the "Heart of Campus," the Student Union sits at the center of the University of Central Florida's Orlando Campus. The Student Union provides space for students, and members of the UCF community to study, socialize, eat, host events, attend meetings, and engage in campus life. The facility provides a home to many university departments, access to key student services, and collaborative spaces for students to connect on campus. In addition, the Union offers over 26,000 square feet of meeting and event space, with the ability to host various campus events, seminars, conferences, banquets, and various other functions.

UCF’s Student Union is currently undergoing a renovation. When the building is finally completed in Spring 2020, the building will include expanded food options, additional dining seating and square footage, and a new space for the Student Government Association. <https://www.ucf.edu/news/student-union-will-look-like>

Available Space: The location for the new Vegan/Vegetarian restaurant is on the first floor adjacent to the food court and is approximately 600 sq-ft. Dining seating is provided for approximately 700 in the adjacent food court and patio areas.

Student Union Dining/Restaurants

There are currently nine (9) eateries: “Cafe’ Bustelo”, “Chili’s”, “Huey Magoo’s”, “Mrs. Fields Bakery”, “Panda Express”, “Smoothie King”, “Qdoba”, “Steak ‘n Shake”, “Which Wich”, and one convenience store “Knight Stop” located at the Student Union building.

Restaurant Sales at the Student Union

MONTH	LOWEST SALES	HIGHEST SALES	MO. AVERAGE
Sep-17	\$18,665.72	\$102,351.27	\$60,508.49
Oct-17	\$25,109.38	\$118,475.69	\$71,792.53
Nov-17	\$21,277.43	\$103,340.04	\$62,308.73
Dec-17	\$7,819.08	\$62,566.88	\$35,192.98
Jan-18	\$22,340.46	\$68,730.08	\$45,535.27
Feb-08	\$22,923.19	\$119,624.34	\$71,273.76
Mar-18	\$19,806.63	\$129,092.86	\$74,449.74
Apr-18	\$21,186.33	\$120,484.32	\$70,835.32
May-18	\$10,306.70	\$47,253.91	\$28,780.30
Jun-18	\$16,301.76	\$77,894.96	\$47,098.36
Jul-18	\$13,060.89	\$65,266.07	\$39,163.47
Aug-18	\$17,310.29	\$65,443.77	\$41,377.02

Sep-18	\$22,642.49	\$170,149.42	\$96,395.95
Oct-18	\$22,183.35	\$132,197.01	\$77,190.17
Nov-18	\$17,607.49	\$93,976.43	\$55,791.96
Dec-18	\$8,704.74	\$60,134.97	\$34,419.85
Jan-19	\$19,377.99	\$69,402.94	\$44,390.46
Feb-19	\$20,653.92	\$122,164.07	\$71,408.99
Mar-19	\$17,608.40	\$119,614.78	\$68,611.59
Apr-19	\$18,042.12	\$100,781.65	\$59,411.88
AVERAGE	\$18,146.72	\$97,447.27	

Restaurant sales are shown for the lowest, highest, and average sales for each month at the Student Union location. Note that sales are typically lower during the (winter, spring, and summer) semester breaks, and Vendor should expect/plan for such reduction in sales during these breaks.

2.0 GENERAL CONDITIONS

The primary objective is to provide a healthy food restaurant for use by the students, faculty, staff, and visitors of the campus utilizing the designated food court space at the Student Union Building.

Respondent may propose a solely “Vegan” only menu, or a solely “Vegan and Vegetarian” menu. See definitions in Section 2.17.

Respondent must be a “Local Business” (see definition in Section 2.17). Franchises are allowed providing Franchisee holder is local (resides in central Florida).

A. Exclusions

1. No vending machine rights are granted to the food service provider/Vendor.
2. Non-exclusive rights to catering.
3. No soft goods, novelties, or other non-food related merchandise, other than permitted/negotiated sundries sales will be permitted.

B. Additional Considerations

1. Pricing: Menu Pricing will be reviewed annually to ensure a high level of service to the Campus and fair return to the vendor. Any and all increases in product pricing or amendments to this agreement, must be approved by UCF Student Union (SU) management.
2. Menu: The Vendor will work closely and collaboratively with the Student Union to develop an appetizing, reasonably priced, selection of vegan/vegetarian menu items.
3. Special Events and/or Promotions: The SU reserves the right to allow other vendor supplemental food or beverage rights on campus for special events or promotion.
4. UCF currently has an **exclusive agreement with Coca-Cola Corp. for all beverages** with the exception of:
 - Fresh milk;
 - Hot tea and coffee;
 - Milkshakes and smoothies;
 - Fresh orange and grapefruit juice.

The University’s exclusive Coca-Cola agreement requires that any beverage products Vendor desires to provide in its Restaurant must be purchased from “Coca-Cola” (with the exceptions listed above) including bottled water, cups, lids, and carbon-dioxide (if used). No Coca-Cola competitive products are allowed to be sold or displayed. The entire Coca-Cola Exclusivity Agreement is available upon request.

5. Refer to Section 4.0 regarding Operational requirements.

C. Quality of Service

It is the requirement of SU that the contracted vegan/vegetarian food products and ingredients be of the highest quality attainable. All areas of the restaurant and dining facility are to be kept clean, orderly, and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules, regulations, and environmental health and safety requirements.

All food sold or kept for sale, shall be first quality, wholesome, and pure. No imitation adulterated,

or misbranded article shall be sold or kept for sale, and all merchandise kept on hand shall be sorted and handled with due regard for sanitation. Leftover or expired merchandise shall not be sold at any time with the exception of various sundries, pre-packaged with labeled preparation and expiration may be acceptable.

All food merchandise provided for sale shall be subject to inspection and approval or rejection by SU and duly authorized representatives of appropriate governmental agencies.

UCF shall have the right to reject the type of service and the quality of products and requires that undesirable elements of service, food and drink be discontinued or remedied.

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.

Brian Sargent
Procurement Services Department
12479 Research Parkway
Orlando, FL 32826-3248
brian.sargent@ucf.edu
PH: 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 UCF's Procurement Services Website. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at which a vendor 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.

Date/Time	Action
August 19, 2019	Invitation To Negotiate advertised and released
August 28, 2019; 10:00AM	Non-mandatory pre-proposal meeting and site visit; 12479 Research Parkway, Bld 600, 32826. Site visit afterward to Student Union
September 9, 2019; 3:00PM	Questions due; in writing/email to brian.sargent@ucf.edu
September 13, 2019	Responses to inquiries and Addenda, if any, mailed to Respondents (tentative)
September 27, 2019	Deadline for Offer submission at 3:00 p.m. EST (ITN opening)
June 1, 2020	Contract Commencement

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 “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 I. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF’s sole discretion.
- B. Any Respondent disagreeing with any negotiable terms and conditions set forth in this ITN is to indicate on Appendix I, 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 I 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 I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) 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 I 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 **September 9, 2019 by 3:00 p.m.** Eastern Time 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 not be considered valid or binding.

2.4 Respondents' Conference and Site Visit

Non-mandatory pre-proposal conference will be conducted on **August 28, 2019; 10:00am** at the Procurement Department, in the Conference room located at:

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

This will include an overview of the Student Union Facilities.

2.5 Written Addenda

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be posted on the Purchasing 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 Purchasing 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 **September 27, 2019 at 3:00 p.m.** via UCF's Bonfire Web Portal. For additional information, please refer to Appendix VI: Submission Instructions for Suppliers. UCF shall in no way be responsible for or accept any proposals not uploaded prior to the closing date and time. Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted.

2.7 Section Not Used

2.8 Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (UCF Board of Trustees, Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor 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 vendors 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 proposer(s) whose offer(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 a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all responsive offers;
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 proposers, 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. Consider the recommendations of the evaluators or other boards (if any);
6. Select the proposer(s) whose offer(s) is the best value to the university;
7. Select a negotiation team, (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those proposer(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 the group of evaluators. The group of evaluators 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 Vice President/Dean or his/her written designee(s) will appoint the evaluators. Evaluators, at the discretion of the Vice President/Dean or his/her written designee(s), 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. After offer opening, each evaluator shall function independently of all other persons including, without limitations, the other evaluators, and, throughout the entire evaluation process, each evaluator 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 evaluator 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 (see Section 3.0)

Evaluation Criteria	Max Points
1. Proposers Experience and Qualifications	20
2a. Quality and variety of services 2b. Menu pricing, and portion sizes, and variety to be provided	30
3. Rent and/or Commission-rate offered	20

4. Capital investment (Restaurant finishes, decor, and design), Site requirements (i.e. Vent/Hood and/or Grease trap needed)	15
5. Proposed marketing and promotion plans	10
6. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (APPENDIX I)	5
Evaluation of Responses Point Total	100

Each evaluator must independently score, each offer in UCF's Bonfire Web Portal, in accordance with the criteria herein. Each evaluator is to enter comments, if any, regarding the offer and submit his/her evaluation via Bonfire. The assigned **Procurement Services Specialist identified in section 2.1**, will forward a summary to the **Decision Maker**, or his/her designee. At the time of such delivery to the **Procurement Services Specialist**, the evaluator 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 evaluators' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the respondent(s) whose offer(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 on the Procurement Services solicitations webpage 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 **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 vendor does not ensure that such materials will be exempt from disclosure. Respondents must identify specifically any information contained in their bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law. A generic notation that information is "confidential" is not sufficient. Failure to provide a detailed explanation and justification including statutory cites and specific reference to your bid detailing what provisions, if any, Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. 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 vendor of those same records as "confidential", "proprietary", or "trade secret." The ultimate determination of whether a vendor'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 **September 9, 2019 by 3:00PM**, 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 Count 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/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Respondent/Vendor. Respondent's/Vendor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Respondent/Vendor or Respondent's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

2.17 Definitions

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.

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

Commission – a percentage of Net sales paid to the University.

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 vendor 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 but we want qualified companies to offer their solutions for consideration.

Gross Sales - shall mean the total income received from the sale of all taxable and tax-exempt goods and services.

Kosher - is a term used to describe foods that comply with dietary guidelines set by traditional Jewish law. These laws determine which foods may be consumed and how they must be produced, processed, and prepared.

Local Business – is any Business where an Owner (or Franchisee holder) resides in the central Florida area, or currently operates a business in Central FL. The Central FL area is comprised of Orange, Lake, Osceola, Seminole, Marion, Sumter, Volusia, and Brevard counties.

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.

Net Sales - shall mean Gross Sales less deductions for sales returns, discounts, and allowances to customers for damaged or defective goods sold on the Premises, less sales tax paid by the Vendor to any government agency which was collected from customers.

- i. No deduction from Sales receipts shall be made by reason of any credit loss sustained, bad checks, or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements.

Project Manager - After contract award a liaison from the user department will oversee the Vendor’s performance and report as needed to the contract administrator.

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 Purchasing and which incorporates the requirements and conditions listed in the ITN.

Renewal- Contracting with the same Vendor 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/Offeree/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 bid 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.

Sales Tax - refers to the Sales Tax (general tax) and the Discretionary Sales Surtax (county tax) the paid to the Florida Department of Revenue on all taxable goods and services.

Sole Point of Contact - The Purchasing 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” or “vendor” 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 with the Respondent. In this matter UCF’s Contract Administrator will be appointed by the Business Services department

University – University of Central Florida

Vegan - a type of diet that excludes meat, game, fish, shellfish, poultry, eggs, dairy products, honey, and all other animal-derived ingredients or by-products of animal slaughter.

Vegetarian – a type of diet that excludes meat, fish, and poultry, but may include eggs, dairy products (e.g. milk, cheese, and yogurt), and honey.

2.18 Procurement Rules

- A. UCF has established for purposes of this ITN that the words “shall”, “must”, or “will” are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF’s sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.
- B. The words “should” or “may” are equivalent in this ITN and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF’s sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF’s sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I. Failure to submit Appendix I 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 Respondent 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 Respondent’s reasonable control, any date or times by which UCF or the Respondent 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 Respondent.

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:** Vendor 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, Vendor will maintain said General Liability insurance in force University with a Certificate of Insurance and Additional Insured 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:** If Vendor operates a vehicle on campus for commercial use in the performance of this contract (i.e. deliveries, transport of employees, etc.), Vendor 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, Vendor 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:** Vendor 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, Vendor 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.

- A. **Certificates of Insurance:** The University Of Central Florida Board Of Trustees is to be listed as Additional Insured on all Certificates issued. Vendor shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:
- B.

Mail: **University of Central Florida**
Risk Management
12601 Aquarius Agora Dr.
Orlando, FL 32816-3400
e-mail: RiskManagement@ucf.edu
Fax: 407-823-6265

- C. 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 Vendor in writing.
- D. UCF shall maintain Fire and Extended Coverage insurance on the Student Union premises occupied by Vendor. 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.
- E. Vendor, 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 Vendor 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 contract resulting from this ITN, if any, shall commence on **June 1, 2020**, and shall end on **May 31, 2025**. The University may renew/extend a resultant contract, as mutually agreed to by both parties. Renewals may not exceed 5 years or twice the term of the original contract, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.

2.22 Termination of Contract

- A. UCF may terminate a contract resulting from this ITN without cause on ninety (90) days' advanced written notice to the Vendor. The parties to a resultant contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate a resultant contract immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of termination. The thirty (30) days' advanced written notice shall start on the date sent out by UCF, e.g. date of email sent, date stamp on letter mailed, etc.

- B. The University reserves an additional right to terminate the contract for breach, in the event the Vendor repeatedly fails Health or Safety violations, three (3) times within a 12-month rolling period, and those citations are for serious or willful violations. The University shall, in its sole discretion, determine which violations are deemed to be serious and willful violations. If such violations arise during the term of the contract, no additional opportunity to cure shall be provided after the third serious or willful violation in a 12-month period, and termination shall be effective 5 days after written notice from University.
- C. The University may terminate the contract immediately upon written notice to the Vendor if the vendor 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 Vendor, a receiver is appointed, or if any substantial part of the Vendor'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 vendor 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/Vendor/Payee/Offerer 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. 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 Payee.

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 Of Section 119.0701, FS

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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 Payee 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 Payee 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:

1. 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.
2. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
3. 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 II.
4. 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).

5. 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.
6. 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

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee 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 Expense

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 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 Payee's ITN response. In the event of any conflict or inconsistency between before mentioned documents, the order of precedence is:

1. The Agreement/Contract;
2. University's ITN and ITN specifications;
3. Respondent's ITN response; and
4. 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 Vendor/Contractor, 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 Vendor/Contractor 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 Payee or anyone working on behalf of the Payee (the term Payee 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 Payee 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 Payee 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 Payee 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 Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee 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 Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee is free and has full right to enter into this P.O. 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 Payee 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 Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of

any of the Payee'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 Payee 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 Payee 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 Payee wishes to disclose export controlled technology or technical data to the University, the Payee 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 Payee 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 Payee understands and agrees that to the extent the Payee'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 I 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 I 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 Revised Quantities

Not applicable

2.52 Family Educational Rights and Privacy Act

Licensors acknowledge that Licensee 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:

1. Confidential information about Licensee’s students is contained in records provided to and maintained by Licensors, and Licensors will protect the privacy of all student education records to the fullest extent required of Licensee under FERPA;
2. Licensors are performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;
3. Licensors are under the direct control of Licensee with respect to the use and maintenance of education records, as defined by FERPA;
4. Licensors are 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);
5. Even in circumstances that might justify an exception under FERPA, Licensors may not disclose or re-disclose personally identifiable information unless Licensee has first authorized in writing such disclosure or re-disclosure; and
6. Licensors 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 agreement.

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.

2.56 Secure Handling of UCF Data

The University requires Vendors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Vendor. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Vendor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.

2.57 Employee Background Checks

The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent contractors. The Contractor shall provide background checks for all of the contractor's non-temporary employees, agents, or independent contractors working at UCF and shall ensure that all hires have been cleared before placement at the University. Temporary employees hired through a temporary staffing agency 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.

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:

A State of Florida Level I Background Check (Level 1): Which consists of criminal history background check inclusive of a search of the following:

- National Sex Offenders Registry
- Statewide criminal history background check through the Florida Department of Law Enforcement (FDLE)
- Local criminal records check through local law enforcement agencies

Certification that such personnel, agents, and subcontractors have satisfactorily completed a background check equivalent to Level 1 Background Check standards must be furnished to the University.

Depending on the nature of the position or duties required, hiring officials may require the temporary employment agency and/or contractors to provide evidence of additional levels of background checks performed pursuant to State of Florida Level 2 background check standards prior to commencement of work.

3.0 REQUIRED OFFER FORMAT

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 above.

3.1 Respondent/Offer Submittal Sections:

The Proposer shall organize its proposal into the following major sections and provide a response to all sections below (1 – 5).

1. **Experience & Qualifications:**

Proposals will be rated based upon the number of years and the type of experience provider has had providing healthy food choices. Provide information about yourself and your business: such as number of years in business, type of business and products offered, number/location of store(s); average gross revenues; any awards or accolades, social media presence, etc., and any other information that helps distinguish you and your business.

2. **Quality and variety of services to be provided, Menu offerings/pricing:**

Proposals will be rated based on the perceived quality and variety of services/products offered, menu, and meal portions to be provided.

a. Describe how you will ensure the highest quality of products and services will be provided.

Indicate if intend to be on-site full-time and involved with the day-to-day operation of the UCF campus restaurant, or if you intend to be an absentee or part-time manager. Describe your intended level involvement at the UCF location.

b. Provide a sample menu showing food choices and menu prices that you will provide if awarded this contract. Portion sizes should be described/provided/illustrated.

3. **Amount of Rent and/or Commission offered:**

As this ITN will result in a lease of space intended to generate income for the Student Union facility, proposals will therefore be rated based on the amount of Rent and/or Commission offered per year.

Proposers are encouraged to be creative in their financial offering and may respond as follows:

- Straight yearly lease (Rent only); or
- Straight Commissions as a percent of net sales (Commission only); or
- A combination of “1” and “2” above.

In any case where Commissions are part of the proposal offering, Proposers **must** include the following:

- A **Guaranteed Minimum Annual Commission** payment for each of the first three (3) years. Refer to Section 4.4 C for details on this payment structure.

Proposers may choose to offer an escalating schedule, or sliding scale, or a straight commission rate.

4. **Facility Investment (Restaurant Finishes, Fixtures and Equipment).**

Proposers are expected to provide details on the investment made into the restaurant location to convert the existing space into a first-class restaurant establishment. Details should include:

1. Expected investment cost for equipment (refrigeration/coolers, cooking appliances, POS equipment, etc.).
2. Expected investment cost for finishes (decor, serving/cashier counters, wall/floor finishes, signage, theme presentation, etc.)
3. Drawings, renderings, artist’s sketch, etc., depicting the look of the restaurant (finishes, décor, theme, etc.) are desired.
4. Indicate whether a **cooking vent/hood** is needed/required. *Note that installation of a cooking hood will require roof penetration and all installation costs are the sole responsibility of Proposer.*
5. Each proposal should address what contributions, if any, the bidder is willing to make to the capital equipment and the amount and timing of same and any conditions the bidder requires in connection with such contributions. Proposals should indicate any additional capital expenditure the concessionaire/merchandise may make during the term. If applicable, indicate the expenditure, the amount, and the year.

5. **Marketing and publicity plans:**

Companies are expected to actively promote their business. Proposals will, therefore, be rated based on proposed marketing and promotional plans. The University recognizes that Vendors doing business on campus have challenges that may not typically be seen in off-campus locations, such as the fluctuation of sales during semester breaks, recognizing and supporting student issues/concerns (social/environmental/health/etc.), communication and promotion of services provided, and limited public access (i.e. campus parking is not convenient for public access).

- a. Describe any experience you have providing similar services (operating a restaurant) on a College or University campus or in a similar environment.
- b. Describe how/if you will use social media and/or other marketing tools to promote your services.
- c. Describe the challenges you expect to face with a campus restaurant and your plans to address those challenges.

The scoring criteria and scoring weight for each section listed above is listed in Section 2.8.

OPERATIONAL – CONTRACT REQUIREMENTS

4.0 **Restaurant Operating Hours**

Restaurant shall be open for business Monday through Saturday from 8:00 AM to 6:00 PM, or per a schedule mutually agreed to in advance by Vendor and Student Union Management.

4.1 **Restaurant Menu/Offerings**

The Restaurant shall be solely Vegan or solely Vegan and Vegetarian. No other products may be offered. If solely Vegan, Kosher certified desired but not required. If solely Vegan and Vegetarian, efforts must be taken to prevent cross contamination.

4.2 **Menu Pricing and Offerings**

The Menu offerings and prices that Vendor provides in its proposal, and which is accepted by the University, shall not be altered by Vendor during the initial term of the Contract. Any Menu offerings (new items or removal of items) and/or menu price changes must be approved by the UCF Student Union Management.

4.3 **Tender Types / Discounts / Financial Aid**

- A. Selected Vendor is responsible for all Point of Sale (POS) equipment. Equipment must be able to take cash, credit, and debit transactions. All payment systems must be PCI compliant.
- B. Tender Types. At a minimum, the Vendor shall accept cash, personal checks, major credit cards, the UCF Campus Card (a.k.a. Knight Cash), and bank debit cards. The Vendor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
- C. Meal Plan Declining Balance program (Dining Dollars). This is an Aramark administered program. The Vendor shall enter into an agreement with Aramark to participate in the Meal Plan Declining Balance program to extent that Vendor shall accept "Dining Dollars" for food and beverage purchases at its store. Such purchases are then deducted (declining balance) from the participant's (student's) Meal Plan account balance. Payment to Vendor for the goods and services provided by Vendor are then transferred from card holder's (e.g. student's) account to Vendor at the end of each month by Aramark. Vendor is responsible to setup an agreement/arrangement with Aramark to allow Vendor to participate in the Program and is solely responsible for any related transaction fees or commissions charged by Aramark on those sales derived from Dining Dollars. No price markups or additional fees shall be charged to the participants to offset or compensate Vendor for the cost of participation in this program.
- D. UCF Campus Card - Knight Cash. This is a UCF administered program. The Vendor shall accept the UCF ID card (a.k.a. Knight Cash) as a method of payment for all goods and services offered by Vendor for sale on campus. Purchases made for goods and services provided by Vendor with Knight Cash are deducted (declining balance) from the card holder's (student's) account balance. The University will reconcile and reimburse the Vendor on a monthly basis for all Campus Card transactions. The Vendor shall pay a three percent (3%) transaction fee for all Campus Card transactions. The Vendor will submit invoices monthly to the University for reimbursement of

Campus Card transactions and will receive reimbursement monthly less the 3% transaction fee. Vendor is responsible for all costs and fees that are associated with the lease of the "card-reader hardware" from UCF, connection of the card-reader to the UCF network, and transaction fees charged by UCF.

4.4 **Financial Reporting And Payment Terms**

The Vendor agrees to pay the University those Payments and/or Fees as listed in **Exhibit A - Payment Specifications** section, of which are more fully described below (Note - only those payments terms offered by the Respondent in its proposal and as accepted by the University, will be listed in Exhibit A);

- A. A monthly fixed-amount "**Rent**" payment, if listed in Exhibit A.
 1. Rent is paid monthly and in advance.
 2. In addition to each Rent payment made, Vendor shall also pay to the University the a "Sales Tax" and "Discretionary Sales Surtax" amount which is calculated based on the Rent amount paid to the University.
 3. The Rent payment includes the "Utilities" listed below in Paragraph "D".
 4. Annual Rent escalation, if any, will be listed in Exhibit A.

- B. A "**Commission**" payment, if listed in Exhibit A. The Commission payment is calculated as a percentage of Vendor's "Net Sales". See definitions.
 1. The percentage used to calculate the Commission owed, and the frequency of payment (i.e. monthly, quarterly, or annually), will be listed in Exhibit A.
 2. In addition to each Commission payment made, Vendor shall also pay to the University the "Sales Tax" and "Discretionary Sales Surtax" amount based on the Commission amount paid to the University.

The "Sales Tax" payment(s) are based on the rates set by the Florida Department of Revenue and Orange County Florida at the time the Commission or Rent payment is due (currently 6.2% as of January 1, 2019).

- C. A fixed-amount "**Annual Minimum Guaranteed Commission**", if listed in Exhibit A, shall be paid in monthly installments in an amount equal to $\frac{1}{12}$ (one-twelfth) of the annual guaranteed amount. This payment made shall also include the corresponding additional payment for Sales Tax based on the amount of each installment payment.

EXAMPLE: If the contract has an "Annual Minimum" Commission of \$240,00 and a Commission rate of 20% of net sales, the monthly payment to the University would be made as follows:

- i. In this example, each month the Commission payment would be \$20,000 (1/12 of \$240,000) or 20% of net sales for that month, whichever is higher, until the cumulative commission payments reach \$240,000 after the guarantee is met the commission payment would be 20% of the net sales for each month until the end of the annual period.
 - ii. The Sales tax payment, for a payment of \$20,000 would be \$1,240 ($\$20,000 \times 6.2\% = \$1,240$), therefore the total commission payment to the University for the month would be \$21,240.
- D. Basic Utilities: Unless stated otherwise in the Specifications section, the following Utilities and Services, are included in the Rent:

1. Water (potable & waste);
 2. Trash removal (Non-hazardous trash pickup from a single collection point designated by the University);
 3. Heating, Ventilation, and Air Conditioning (HVAC);
 4. Electric (Lighting and convenience);
 5. Gas (cooking);
- E. Additional Utilities: Telephone, Television cable/satellite), Internet access (connection to UCF's fiber/Ethernet/network), and any other services or utilities not listed above in Paragraph D Sections 1 – 5, will be the responsibility of the Vendor.
- F. Rent payments shall be made to the University on a monthly basis via check or electronic funds transfer (EFT). Remit payments to the following address:
- UCF Business Services
PO BOX 160055
Orlando, FL 32816**
- G. The Vendor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- H. Monthly Reporting. On a monthly basis, the Vendor shall submit a detailed sales report to the University which shall include the following:
1. Total (Gross) Sales
 2. Net Sales (list tax paid, discounts and returns)
 3. Rent/Commission Paid/Owed to the University

4.5 MAINTENANCE AND REPAIR OF LEASED SPACE

- A. The University shall maintain, repair, and replace, as necessary, the common areas, and each of the exterior portions and structural portions of the building, 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.
- B. University shall maintain, repair, and replace, as necessary, all plumbing, pipes, tubes and all other conduits and utility lines leading to or from the Leased Premises, or leading to or from the building; electrical switches, outlets, circuit breakers, interior lighting fixtures and ballast, within the Leased 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 Vendor.
- C. Vendor shall maintain and repair the leased premises in good clean order, condition and repair. Vendor shall be responsible for the total cost of maintenance and repair of the leased premises including, but not limited to, the following items/services (collectively referred to as "Maintenance and Repairs"): Where applicable.
1. Non-structural interior portions of leased premises;
 2. Wall and Ceiling drywall, finishes, and paint;
 3. finished floors and floor coverings;

4. plumbing fixtures, and piping within interior Leased Premises for connection to sinks/appliances;
 5. drain/pipe cleaning and clearing (unclogging);
 6. cleaning and emptying of grease traps/interceptors (when such equipment is located within the Leased Premises or used exclusively by Vendor);
 7. replacement/cleaning of filters (air, water, hood/appliance);
 8. cleaning and servicing of water treatment equipment/devices, the deliming/descaling of equipment, and servicing of water softener equipment, when such equipment is located within leased premises;
 9. replacement of light bulbs and florescent tubes;
 10. repair or adjustment of interior doors and hardware, cabinets/cases, millwork, casework, and countertops;
 11. repair, replacement, or adjustment of storefront, entrance doors, and gates, including door closing mechanisms and locks;
 12. monthly pest control and extermination services within leased premises;
 13. daily housekeeping, sanitation services, and janitorial cleaning within leased premises;
 14. Vendor owned and installed equipment, systems, furniture, and fixtures.
- D. Vendor may self-manage the maintenance/repair work within its leased premises by contracting directly with one of the University approved maintenance/repair companies/contractors (a listing of approved companies/contractors will be provided at Vendor commencement and updated throughout the term of the Agreement). Vendor shall not use any maintenance, repair, service provider, company or contractor on University property that have not been approved by the University. Vendor may elect to have the University provide or contract the maintenance/repair services, in which case the University will invoice Vendor for the actual cost of the maintenance/repair plus an Administrative Fee of \$25 (Twenty-five dollars) per repair.
1. In the event Vendor chooses to self-manage the maintenance/repair work, the Vendor shall notify the University in advance of any such work being performed when the estimated cost of work will exceed \$500.00 (Five Hundred dollars).
 2. The University shall have the right to inspect any work on Leased Premises managed/performed by Vendor to ensure the work is performed properly and to its satisfaction. In the event the work is found by the University in its sole discretion, to be unsatisfactory, the University may require the Vendor re-perform the work at its sole expense, or the University may choose to perform the work itself or have work performed by its contractor, and then invoice Vendor for the cost of the re-work.
- E. Vendor is responsible for the routine maintenance and inspection of all equipment, appliances, and safety apparatus located in the Leased Premises. The frequency that Vendor uses to perform its maintenance and inspection tasks shall be in accordance with the equipment/device manufacturer's recommended schedules, industry best practices, or the University's requirements. In the event that a specific maintenance/inspection frequency is not available, the maintenance/inspection task shall be performed at a minimum, once per year.
- F. Scheduling of Maintenance and Repair work: Except when a repair is considered an emergency, a life-safety concern, necessary to restore lost services, or determined that such repair must be performed as soon as possible to prevent equipment or facility damage, Vendor shall schedule all maintenance or repair work to occur at such time of day, so as not to not impact, inconvenience, annoy, or interfere with the activities of the University's faculty, staff, students, or visitors.

- G. Vendor shall maintain records of all maintenance, repairs, and inspections self-performed or self-managed, and shall store such records on site, and shall make such records available to University for review at all times. Records shall include, at a minimum:
1. the date of repair, maintenance, or inspection; and
 2. a description of problem, task, repair or work to be performed; and
 3. a description of the item or area to repaired or inspected; and
 4. the name of maintenance/repair contractor; and
 5. the name of Vendor's employee who coordinated or oversaw the work, and the name of person who acknowledged/approved that the work was completed; and
 6. a copy of the contractor's work order/receipt.
- H. The University reserves the right to inspect leased premises at any time during the lease 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 Vendor 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 Vendor moved in (i.e. at contract commencement). If Vendor fails to make, maintain, or keep the Leased 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, such Maintenance and Repairs, and Vendor shall pay University for the costs thereof.
- I. The Vendor shall, during the term of this Agreement, 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 Vendor's employees, its contractors, its invitees, its agents, or of others under Vendor's control and supervision, or at the option of the University the Vendor shall reimburse the University for the cost or repairs thereto and the replacement thereof accomplished by or on behalf of the University.
- J. **Health and Safety Inspections:** Inspectors of the Florida Department of Health, the Florida Department of Professional Regulation, or any other such agency providing Safety and Health inspections, and the University's campus safety and sanitation personnel shall have the Vendor's complete cooperation and access to all food production and storage areas for inspection. The inspections may be at the request of the University or on said agency's own direction. A copy of all inspection reports shall be furnished to the University by the Vendor upon request. The Vendor is responsible to implement corrective measures as required as a result of inspections and report within ten (10) days of notification from the inspecting agency any violations or warnings issued by the inspecting agency to the University. Also refer to section 2.0 paragraph B.

4.6 Premises Provided "As-Is"

Vendor acknowledges and accepts that the leased premises are received in good condition "As-is" and that Vendor shall not remove or modify any fixtures or furnishings affixed to the building, and shall not perform any construction, remodeling, modification, or alteration of the leased premises without prior written approval of the University. In the event approval is granted, all such removals or modifications will be at the expense of the Vendor and any damages to the building caused by said removal or modification will be repaired at the expense of the Vendor. Such repair work will be

performed under the supervision of University and completed to its reasonable satisfaction.

4.7 Return Premises To Good Condition

Upon termination, cancellation, or natural expiration of this Contract, Vendor has fifteen (15) days, unless a different time period is mutually agreed to, to remove all its personal property and equipment and return the space to the same good condition it was in at the start of the Contract, normal wear and tear excepted. If the premises are not found to be in good condition, in the reasonable discretion of the University, after Vendor has completed its cleanup, removal of equipment, and returned the space to University, Vendor will be held responsible for the cost of any additional repairs or clean up performed by the University or its subcontractors as necessary to restore the condition of the premises the same “good condition” as received.

4.8 Capital Investment

The Vendor shall provide all necessary working capital, inventory, personnel, and additional equipment to operate and manage the restaurant.

All capital equipment must be approved for use by the University for safety compliance, etc. It is expressly understood that all maintenance, upgrades, etc. of the capital equipment is the sole responsible of the Vendor.

The Respondent’s capital investment in the Restaurant facilities may include, but not be limited to, the following:

- Décor items
- Fixtures and Equipment (i.e. installation of Cooking/Vent hood)
- Floor treatment
- Furniture
- Graphics/signage
- Merchandise accent lighting
- Sales tax obligations for capital investments
- Wall treatment/Slatwall
- Window treatments

4.9 Investment Requirements

- A. University Approvals. The facility investment for the UCF Restaurant must meet University’s Design and Construction standards; must be approved in advance by the University; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the Vendor in conjunction with the University. Any third-party contractor used by the Vendor to assist with making facility improvements must be approved in advance by the University.

4.10 University Obligations

- A. University shall provide the Vendor with:
1. Access to campus services such as telephone network and intranet, and voice answering system at UCF’s standard rate/fee;

2. Security service for the restaurant provided by UCF in the same manner provided for other UCF buildings.
3. The University shall maintain, repair, and replace, as necessary, the common areas, and each of the exterior portions and structural portions of the Student Union 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.
4. University shall maintain, repair, and replace, as necessary, all plumbing, pipes, tubes and all other conduits and utility lines leading to or from the Student Union restaurant premises, or leading to or from the building; electrical switches, outlets, circuit breakers, interior lighting fixtures (excluding light bulbs and fluorescent tubes), within the 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 Vendor.

4.11 Vendor Obligations

- A. The Vendor shall provide the following as part of its management and operation of the Bookstore:
 1. Vehicles: The Vendor shall provide Vehicle(s) necessary (if any) for the operation of the restaurant.
 2. Cleaning and Maintenance. The Vendor shall properly clean and maintain (to the satisfaction of the University) the interior of the Restaurant, including the routine cleaning of floors, walls, windows, fixtures, furniture, equipment, etc.
 3. Emergency Key. The Vendor shall supply an emergency key to be left with UCF Police Department.
 4. Internal Security. The Vendor 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 Restaurant. The University expects the Vendor's first point of contact with regard to security and safety issues for the Restaurant shall be UCF's Police Department.
- B. Vendor shall maintain and repair the Restaurant premises in good clean order, condition and repair. Vendor is responsible for the total cost of maintenance and repair of the Restaurant premises including, but not limited to the following items, tasks, and services (collectively referred to as "Maintenance and Repair"):
 1. Routine 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. Vendor owned and installed computer and (Point of Sale) POS equipment, systems, and related infrastructure.
- C. Vendor may self-manage or self-perform those maintenance/repair tasks within the Restaurant premises for which it is required to provide/perform. If outsourcing the work, Vendor 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. Contractor Insurance Required: Any Contractor providing services on UCF property on behalf of the Vendor 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 Vendor and said service provider used by Vendor unless such actions or claims are the result of UCF's negligent actions or omissions.
- D. Vendor may request UCF to provide/perform the work/services identified above with its own staff or have UCF subcontract the maintenance/repair services in its behalf, in which case the University, if in its sole discretion agrees to provide/perform the work, will then invoice Vendor for the actual cost of the maintenance/repair plus an Administrative Fee based on the "University Auxiliary Overhead" a percentage (currently 9%) of the total cost of the repair or service. The responsibility to get the work or service performed satisfactorily and in a timely manner remains with Vendor regardless of the party that actually agrees to perform the work or provide the service.
- E. The University reserves the right to inspect the premises at any time during the contract term. In the event University, in its sole reasonable discretion, determines the premises are not being maintained in a satisfactory condition, the University may direct the Vendor 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 Vendor moved in (i.e. at contract commencement). If Vendor fails to make, maintain, or keep the premises in good condition or fails to perform the necessary Maintenance and Repairs, and such failure continues beyond 30 (Thirty) calendar days, or beyond the mutually agreed to alternate schedule, the University may, but is not obligated to, perform or hire the necessary contractor to perform the work, and in that event Vendor shall pay University for the costs thereof plus the Administrative Fee described in 4.16e above.
- F. The Vendor 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 Vendor's employees, its subcontractors, its invitees, its agents, or of others under Vendor's control and supervision, or at the option of the

University the Vendor shall reimburse the University for the cost or repairs thereto and the replacement thereof accomplished by or on behalf of the University.

**APPENDIX I
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 act to resolve the difference prior to the deadline for inquires, as noted in this ITN. A Respondent's disagreement with any non-negotiable section of this ITN shall be automatically rejected. Failure of the university and the tentative awardee to come to an agreement with respect to terms and conditions within a time frame UCF determines to be reasonable constitutes grounds for rejection of that offer and the University shall have the right, at its sole discretion, to award the contract to the next favorable respondent.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.0 ** Non-negotiable**	_____	_____	_____
2.1 **Non-negotiable**	_____	_____	_____
2.2 **Non-negotiable**	_____	_____	_____
2.3 **Non-negotiable**	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6 **Non-negotiable**	_____	_____	_____
2.7 Section Not Used	_____	_____	_____
2.8 **Non-negotiable**	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11 **Non-negotiable**	_____	_____	_____
2.12	_____	_____	_____
2.13**Non-negotiable**	_____	_____	_____
2.14**Non-negotiable**	_____	_____	_____
2.15	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
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**	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35 **Non-negotiable**	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
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 **Non-negotiable**	_____	_____	_____
2.55 **Non-negotiable**	_____	_____	_____
2.56 **Non-negotiable**	_____	_____	_____
2.57 **Non-negotiable**	_____	_____	_____
3.0 **Non-negotiable**	_____	_____	_____
4.0 **Non-negotiable**	_____	_____	_____
Appendix II	_____	_____	_____

Appendix III	_____	_____	_____
Appendix IV	_____	_____	_____
Appendix V	_____	_____	_____

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

APPENDIX II

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-contract or 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 II
CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - CONTRACTOR'S AGREEMENTS

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

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

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

with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX III

**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 Purchasing 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 IV

BONFIRE SUBMISSION INSTRUCTIONS

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
Proposal	File Type: Any	Multiple	Required

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

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

2. Upload your submission at:

<https://ucfprocurement.bonfirehub.com/opportunities/18046>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Sep 27, 2019 3:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

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

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

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

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

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

**EXHIBIT A
PAYMENT SPECIFICATIONS**

(to be filled in after Contract Award based on Respondents Proposal/Offer and as accepted by the University)

RENT/LEASE PAYMENTS:

1. Base Rent **\$XX (XX Dollars)** per year,
(Note: The Sales Tax payment is in addition to rent payment)
2. Rent payment frequency: **Monthly**
3. Rent Concession: Rent will not be charged during construction/renovation of the space. Rent payment begins once the restaurant is fully open for business.
4. Rent Escalation: **X.X% (XX percent)** per year. Rent escalation becomes effective on the contract Anniversary Date of each year starting with Year 2.

COMMISSION PAYMENTS:

(Note: The Sales Tax payment is in addition to Commission payment)

1. Annual Minimum Commission Guarantee: **\$XXX/year**
2. Commission: the percentage of month's Net Sales: **XX% (XX percent)**.
3. Commission payment frequency: (Monthly, Quarterly, or Annually): Annually
Note if Quarterly: (Qtr 1: Jul-Sep, Qtr 2: Oct- Dec; Qtr 3: Jan-Mar; Qtr 4: Apr-Jun)

END