

**SUBMIT OFFER TO:
PROCUREMENT SERVICES
UNIVERSITY OF CENTRAL FLORIDA
BONFIRE PORTAL LINK**

**University of Central Florida
INVITATION TO NEGOTIATE
Contractual Services Acknowledgement
Form**

<https://ucfpurchasing.bonfirehub.com/opportunities/2302>

Page 1 of 93 Pages		OFFERS WILL BE OPENED MONDAY FEBRUARY 27, 2017 @ 4:00 PM EST and may not be withdrawn within 180 days after such date and time.	ITN NO: 1606NCSA
UNIVERSITY MAILING DATE: January 9, 2017		ITN TITLE: CONTRACT FOR THE MANAGEMENT AND OPERATION OF THE UNIVERSITY OF CENTRAL FLORIDA CAMPUS BOOKSTORES	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE		POSTING OF PROPOSAL TABULATIONS	
AREA CODE	TELEPHONE NO.	Proposal tabulations with intended award(s) will be posted for review by interested parties at the Procurement Services Department and our solicitation web page and will remain posted for a period of 72 hours. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.	
	TOLL FREE NO.		
	FAX NO.		

Government Classifications
Check all applicable

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

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

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

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

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

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

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

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

**AUTHORIZED SIGNATURE
(MANUAL)**

**AUTHORIZED SIGNATURE
(TYPED), TITLE**

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

SECTION 1: INTRODUCTION

1.1 Statement of Objective

The University of Central Florida (UCF) recognizes that the traditional university bookstore business is in a transformational period, and it is the University's intent to be on the cutting-edge of campus retail services. **Therefore, UCF has initiated this Invitation To Negotiate (ITN) process and is seeking an innovative and proactive partner that is on the cutting-edge of campus retail services to effectively serve the UCF community. The University's goal is to provide an innovative, state-of-the-art Bookstore that will result in the following:**

- **Increased financial contribution to UCF**
- **Improved course materials affordability for UCF Students**
- **Customer satisfaction through cutting-edge retail innovation**
- **Enhanced exposure of the UCF brand**
- **Increased market share**

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

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

- Creating a customer-centric innovative retail environment.
- Supporting the academic mission of UCF by providing efficient and effective course materials services to students and faculty.
- Creating and implementing effective strategies to reduce the cost of course materials to UCF Students by offering a comprehensive textbook rental program, a strong used textbook program, an innovative digital textbook/course materials program, access to Open Educational Resources (OER) course materials, and by utilizing emerging technologies.
- Providing comprehensive course materials services to support all UCF academic programs.
- Providing comprehensive course materials services to support current and future distance learning programs and online courses.
- Introducing new products and services that meet the evolving needs of customers, including UCF Students, Faculty/Staff, alumni, fans, and visitors.
- Implementing a comprehensive e-commerce strategy and social media engagement strategy.
- Playing an integral role with the transformation from traditional textbooks to cutting-edge course materials.
- Providing easy access and multiple distribution channels for course materials.
- Implementing a proactive course materials strategy that will allow the Bookstore to compete effectively in the challenging university bookstore environment.
- Communicating and coordinating effectively and proactively with faculty regarding the use of all types of course materials.

- Providing excellent customer service, including minimizing transaction times and wait times for in-store and e-commerce transactions, and ensuring efficient processing of all transactions.
- Supporting the academic mission of UCF by providing a general book department that supports faculty and alumni authors, speakers, lecturers, and other campus academic and intellectual events.
- Creating a dynamic, exciting retail environment that promotes and enhances the UCF Brand.
- Implementing a comprehensive marketing and promotional strategy that will assist with advancing the UCF Brand among UCF Students, Faculty/Staff, alumni, fans, and visitors.
- Supporting UCF Athletics by promoting and selling UCF-branded merchandise at men's football games and other select athletic events, and, optionally, on the UCF Athletic Department Website.
- Assisting with promoting and branding UCF by offering a broad selection of emblematic clothing and gifts.
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.

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

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

1.2 **Contract Award**

UCF intends to award a contract or contracts, effective on or about November 1, 2017, resulting from this solicitation to the responsible and responsive Respondent(s) whose offer(s) represent(s) the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent's proposal, and all the terms and conditions contained in any resulting contract. The Contract will also incorporate any clarifications, and if negotiations are conducted, any additional terms and conditions that are negotiated.

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

1.3 UCF Environment / Background Information

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

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

Athletics & Campus Life

Athletics

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

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 '13	FALL '14	FALL '15	FALL '16
Undergraduate	51,298	52,539	54,527	55,773
Graduate	8,121	7,862	8,029	8,066
Medical	351	420	460	479
Total Headcount	59,770	60,821	63,016	64,318

Annual Total FTE figures for the past five years are as follows:

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
Undergraduate	34,084	34,174	33,853	34,347	35,460
Graduate / Thesis	4,388	4,420	4,304	4,138	4,151
Medical	179	277	352	420	460
Total Annual FTE	38,651	38,871	38,509	38,905	40,071

Academic Calendar

UCF operates on Fall, Spring, and Summer semesters.

Other Retail Operations on Campus

UCF intends to open an Amazon “Campus Pick-Up Point” located at Knight’s Plaza, tentatively scheduled to open on or about May 2017. The UCF-Amazon Campus Pick-Up Point Agreement grants Amazon the rights to use “University Marks” and to advertise its services on campus. The UCF-Amazon Agreement prohibits Amazon from advertising textbooks or academic course materials on campus.

UCF currently has three Starbucks, located at each of the two campus bookstores, and one operated by the University’s food service provider at the “Health & Public Affairs” building. UCF intends to open additional retail food venues and/or Starbucks on its campus during the term of this contract.

BOOKSTORE INFORMATION

The UCF Bookstore is currently contracted (i.e., managed and operated by a contract management firm). The Bookstore generated \$17.3 Million in sales and other revenue during Fiscal 2016.

The Bookstore currently consists of the following operations:

- UCF Bookstore, located in the John T. Washington Center on the main campus in Orlando, FL
- The Campus Store located in Knight’s Plaza on the main campus in Orlando, FL
- UCF Bookstore located at the Rosen College of Hospitality Management campus in Orlando, FL
- Bookstore Website

(Note: Throughout this ITN, the Bookstore, the Campus Store, the Rosen College of Hospitality Bookstore, and the Bookstore Website are referred to, collectively, as the “Bookstore.”)

SECTION 2: GENERAL CONDITIONS

2.1 Authorized UCF Representative / Public Notices / UCF Discretion

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

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

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

2.2 Approximate Calendar Of Events

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

Action	Date/Time
ITN Released	Monday, January 9, 2017
Pre-Proposal Conference / Site Visit	Wednesday, January 25, 2017
Proposer's Written Questions Due	Wednesday, February 1, 2017
UCF Issues Responses to Written Questions	Thursday, February 9, 2017
Proposals Due	Monday, February 27, 2017
Review of Proposals by UCF	March 2017 (TBD)
Negotiations with Proposer /Final Best Offer	April 2017 (TBD)

Notice of Intent to Award	May 1, 2017 (Tentative)
Contract Commencement	November 1, 2017

2.3 **Respondent Communications And / Or Inquiries**

- a. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF’s conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent is to provide the Section(s), Subsection(s), and Paragraph(s) that identify the conditions or requirements questioned by the Respondent. The Respondent also is to provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2, entitled “Approximate Calendar of Events,” for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF’s sole discretion.

- b. Any Respondent disagreeing with any terms and conditions set forth in this ITN is to indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all **PRIOR TO** the deadline stated in Section 2.2 “Approximate Calendar of Events.” UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF’s sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.

- c. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e., failure to initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. “Approximate Calendar of Events,” may be grounds for rejection of that offer, at UCF’s sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF’s sole discretion to exercise its right to reject the tentative awardee’s offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall be automatically rejected.

- d. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting

the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.

- e. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **4:00 p.m. Eastern Time, Wednesday, February 1, 2017** as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to, or any responses received from any other department, person, agent, or representative of the University will be not be considered valid or binding. One hundred percent (100%) of the communication from Respondents pertaining to this ITN process must be solely with Nellie Nido.

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

- a. The non-mandatory Pre-Proposal Conference will be held on **Wednesday, January 25, 2017**. The Pre-Proposal Conference may include site visits to all Bookstore locations (main campus and Rosen College of Hospitality Management).

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

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

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

2.5 **Written Addenda**

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

2.6 **Offer / Proposal Opening Date**

Proposals will be received and opened on **February 27, 2017 4:00 EST** via UCF's Bonfire Web Portal. For additional information, please refer to Appendix VI: Submissions Instructions for Suppliers. Respondent's response to this ITN shall be prepared in accordance with Section 5.0, "Required Offer Format". Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time.

2.7 **Presentations**

Presentations are not required for this ITN.

2.8 Evaluation Criteria And Selection Process

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

Table A - Evaluation Of Responses

Evaluation Criteria	Max Points
Experience, Qualifications, Resources and Services	150
5.1 Company History And Background	
5.2 Operations Plan	
5.3 Customer Service	
5.4 Staffing / Personnel	
Textbook and Course Materials Programs	250
5.5 Course Materials Program	
5.6 Course Materials Affordability / Pricing Policies / HB7019 compliance support (Pricing/Affordability Programs and Transparency)	
5.7 Textbook Rental Program / Used Textbook Program	
5.8 General Book Program	
Merchandising and Marketing Capabilities	150
5.9 General Merchandise And Marketing Strategy	
5.10 Support Of UCF Athletics	
Financial Proposal and Incentives	350
5.11 Tender Types / Discounts	
5.12 Financial Aid	
5.13 Financial Projections	
5.14 Financial Proposal	
5.15 Facility Investment	
5.16 Technology	
General Information	100
5.17 Transition Plan	
5.18 Additional Information	
5.19 Conformance To ITN's Preferred Conditions And Requirements (Failure To Conform To ITN's General Conditions And Requirements May Result In Rejection Of Proposal)	
Total Possible Points	1000

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

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

The **Decision Maker** may, at any time during this ITN process, assign one (1) or more individuals to assist and advise the **Decision Maker** during his/her decision-making process. UCF is not obligated to make an award under or as a result of this ITN or to award such contract, if any, on the basis of lowest cost or highest commission offered. UCF reserves the right to award such contract, if any, to the Respondent(s) submitting an offer that UCF, at its sole discretion, determines is in UCF's best interest.

2.9 **Posting Of Recommended Selection**

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

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

2.10 **Offer Validity Period**

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

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

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

exempt from disclosure. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the Respondent of those same records as “confidential”, “proprietary”, or “trade secret.” The ultimate determination of whether a Respondent’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

2.12 **Economy Of Presentation**

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

2.13 **Restricted Discussions / Submissions**

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

2.14 **Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF’s President or the President’s designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, (i.e., not later than **4:00 p.m. on Wednesday, February 1, 2017**), will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 **State Licensing Requirements**

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

2.16 **Parking**

Respondent(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from a contract shall have proper parking permits. This applies to all personal

vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with the University's Parking Services Department, and parking permits must be purchased by the Respondent. Respondent's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of the Respondent or Respondent's employees. For additional parking information or information regarding parking fees/rates, contact the University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

2.17 **Definitions**

Academic Year - the period of the year during which students attend the University. The "Academic Year" falls within the university's Fiscal year (July 1 – June 30). The current Academic Year consists of three periods: the Fall semester, the Spring semester, and the Summer semester. The Academic Calendar can be viewed at <http://calendar.ucf.edu/2017/fall>

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

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

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

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

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

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

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

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

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

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

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

Project Manager – Not applicable.

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

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

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

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

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

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

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

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

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

them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

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

University - University of Central Florida

2.18 **Procurement Rules**

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

2.19 **Force Majeure**

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

2.20 Indemnification And Insurance

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

- b. If any part of a delivery to the University pursuant to this contract is protected by any patent, copyright, trademark, other intellectual property right or other right, Contractor also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's

use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

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

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

- a. **General Liability:** Contractor shall provide a Certificate of Insurance at the time of "notification of intent to award" the contract evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$1,000,000 (ONE MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Contractor will maintain said General Liability insurance in force and provide University with a Certificate of Insurance and endorsement listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.
- b. **Auto Liability:** Contractor shall provide a Certificate of Insurance at the time of notification of intent to award the Contract evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Contractor will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing

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

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

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

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

2.21 **Term Of Contract**

The term (“Term”) of the contract (to be prepared by the University and signed by the University and the selected contractor) will be for **ten (10) years**, effective on or about

November 1, 2017. The University shall have the option to renew the contract for mutually agreed renewal terms (renewals not to exceed twenty years in total) by providing the Contractor with one hundred twenty (120) days written notice of intent to renew prior to the expiration of the Term or Renewal Term.

2.22 **Termination Of Contract**

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

2.23 **Assignment And Amendment Of Contract**

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

2.24 **Independent Parties**

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

2.25 **Performance Investigations**

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

2.26 **Records**

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

2.27 **Public Records**

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

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

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

PUBLIC RECORDS, CONTRACT FOR SERVICES

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public

records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

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

2.29 **Severability**

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

2.30 **Notices**

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

2.31 **Governing Law And Venue**

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

2.32 **Liaison**

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

2.33 **Subcontracts**

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

2.34 **Employment Of UCF Personnel**

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

2.35 **Conflicts Of Interest**

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

2.36 **Equal Opportunity Statement**

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

- a. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- b. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

- c. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX III**.
- d. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- e. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- f. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

2.37 **Waiver Of Rights And Breaches**

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

2.38 **Headings Not Controlling**

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

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

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

charges otherwise payable by UCF under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to UCF under such contract, at law or in equity.

2.40 **Employment Of Aliens**

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

2.41 **Site Rules And Regulations**

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

2.42 **Travel Expenses**

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

2.43 **Annual Appropriations**

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

2.44 **Taxes**

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

2.45 **Contractual Precedence**

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

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

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

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

2.47 **Public Entity Crimes**

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

2.48 **Work For Hire**

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

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

The Contractor hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Contractor is free and has full right to enter into this contract and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without

violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

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

2.49 **Export Control**

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

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

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

2.50 **Nonnegotiable Conditions And Requirements**

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are

thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with ****non-negotiable****. Respondents that disagree with any of those “non-negotiable” terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix II with the offer constitutes grounds for rejection of the offer and UCF shall have the right to reject said offer, at UCF’s sole discretion.

2.51 **Additional Quantities**

Not applicable

2.52 **Family Educational Rights And Privacy Act**

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

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

2.53 **Smoke Free Policy**

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

SECTION 3: BOOKSTORE INFORMATION

3.1 Facilities / Locations

The UCF Bookstore operates in the following facilities:

- UCF Bookstore, located in the John T. Washington Center (JTWC) on the main campus in Orlando, FL
- Campus Store located in Knight’s Plaza on the main campus in Orlando, FL
- UCF Bookstore located at the Rosen College of Hospitality Management campus in Orlando, FL

The Bookstore’s square footage breakdown is as follows:

	APPROXIMATE SQUARE FOOTAGE
Bookstore-John T. Washington Center	26,453
Campus Store-Knight’s Plaza	15,305
Bookstore-Rosen College of Hospitality Management	4,500
TOTAL SQ. FEET	46,258

See “Facility Floor Plans,” Attachment B.

3.2 Utilities

Currently Utilities expenses for the John T. Washington Center Bookstore and the Knight’s Plaza Campus Store are paid for by the Bookstore Contractor (refer to section 4.11(e) for a list of the services included in the Utilities expense). Monthly Utilities expenses, for both locations combined, for the past 17 months are as follows:

MONTH / YEAR	(\$) EXPENSE
January 2015	\$8,042
February 2015	\$7,661
March 2015	\$9,724
April 2015	\$9,897
May 2015	\$11,474
June 2015	\$10,795
July 2015	\$10,590
August 2015	\$12,057
September 2015	\$12,135
October 2015	\$9,828
November 2015	\$8,757
December 2015	\$8,511
January 2016	\$8,395
February 2016	\$7,382
March 2016	\$8,375
April 2016	\$7,973
May 2016	\$9,280

* UCF will continue to require that the selected Contractor pay all utilities expenses.

** UCF will not require Contractor to pay utility expenses at the Rosen location

3.3 **Bookstore Products And Services-John T. Washington Center (JTWC)**

The Bookstore serves the academic community by providing required and recommended course materials, medical course materials, and supplies for classroom use as well emblematic clothing, gifts, athletic apparel, school and office supplies, technology supplies, health and beauty aids, greeting cards, convenience products (e.g., beverages, candy, snacks, etc.), dorm accessories, trade books, reference books, graduation merchandise, etc.

In addition, the Bookstore features a full-service Café, offering prepared foods and beverages.

3.4 **Campus Store Products And Services-Knight's Plaza**

The Campus Store at Knight's Plaza offers numerous services to the UCF community, including emblematic clothing, gifts, athletic apparel, health and beauty aids, greeting cards, convenience products (e.g., beverages, candy, snacks, etc.), dorm accessories, trade books, reference books, comprehensive graduation merchandise services, etc.

In addition, the Campus Store features a full-service Café, offering prepared foods and beverages.

3.5 **Bookstore Products And Services-Rosen College Of Hospitality Management**

The Bookstore serves the academic community at the Rosen College of Hospitality Management by providing required and recommended textbooks/course materials, culinary supplies, and specialty supplies for classroom use as well emblematic clothing, gifts, school and office supplies, technology supplies, health and beauty aids, convenience products (e.g., beverages, candy, snacks, etc.), reference books, etc.

3.6 **Hours Of Operation**

The current “standard” Hours of Operation during the Academic Year are as follows:

- UCF Bookstore at the JTWC location: Monday - Friday 8:00 a.m. to 7:00 p.m., Saturday 10:00 a.m. to 4:00 p.m., closed Sunday
- The Campus Store at Knights Plaza location: Monday – Friday 9:00 a.m. to 6:00 p.m., Saturday 12:00 p.m. to 4:00 p.m., closed Sunday
- Rosen Bookstore: Monday – Thursday 9:00 a.m. to 6:00 p.m., Friday 9:00 a.m. to 1:00 p.m., closed Saturday and Sunday.

(Note: Hours of operation at all locations are extended as needed for Rush and special events such as athletic events, new student orientation, parents weekend, etc.)

3.7 **Sales**

Consolidated (Bookstore, Campus Store-Knight's Plaza, and Rosen Bookstore)

Consolidated sales and other revenue figures for the past five fiscal years are as follows:

	FY '12	FY '13	FY '14	FY '15	FY '16
TOTAL (\$)	\$18,051,896	\$16,814,936	\$16,252,202	\$16,669,095	\$17,316,655

Bookstore-John T. Washington Center

The Bookstore’s sales and other revenue figures for the past five fiscal years are as follows:

	FY '12	FY '13	FY '14	FY '15	FY '16
TOTAL (\$)	\$15,271,937	\$13,862,685	\$12,880,928	\$13,703,782	\$14,470,699

The Bookstore’s sales figures for the major departments/categories for the past five fiscal years are as follows:

DEPARTMENTS	FY '12	FY '13	FY '14	FY '15	FY '16
New Textbooks	8,938,452	7,933,538	6,826,270	3,991,370	7,860,085
Used Textbooks	2,237,640	1,770,253	1,083,876	1,065,162	1,202,675
Digital Textbooks	113,390	120,994	111,343	410,140	123,247
Rental Textbooks	1,231,769	1,390,856	1,813,627	4,955,289	2,045,846
Trade Books	244,658	195,506	181,472	204,177	230,582
School Supplies	593,884	537,987	504,155	532,403	545,772
Computer Periph. / Accessories	106,463	93,737	101,108	116,375	119,914
School Spirit Clothing	774,470	779,653	1,149,846	1,280,942	*1,475,131
Non-Emblematic Clothing	15,650	15,655	19,696	22,287	-
Café	483,442	455,579	476,016	470,437	**634,753
Graduation Products	267	592	2,088	435	-
Convenience	136,688	151,702	159,933	168,774	-
Dorm Furnishings	7,326	5,987	4,445	5,141	-
Greeting Cards	9,941	8,808	8,153	10,347	-
Backpacks	54,144	49,876	48,315	48,729	-
School Spirit, Gifts, Accessories	193,347	204,032	240,367	279,451	-
Prints, Frames, Museum Shop	86,685	94,738	92,262	92,483	-
Other	-	-	-	-	184,232

* Includes Emblematic Clothing and Gifts

** Includes Café and Convenience

Campus Store-Knight’s Plaza

The Campus Store’s sales and other revenue figures for the past five fiscal years are as follows:

	FY '12	FY '13	FY '14	FY '15	FY '16
TOTAL (\$)	\$2,248,721	\$2,357,675	\$2,831,946	\$2,404,152	\$2,239,994

The Campus Store’s sales figures for the major departments/categories for the past five fiscal years are as follows:

DEPARTMENTS	FY '12	FY '13	FY '14	FY '15	FY '16
Trade Books	70,208	56,058	58,311	45,138	38,406
School Supplies	22,395	22,375	18,191	21,082	16,996
Computer Periph. / Accessories	4,811	6,451	10,491	12,572	10,155
School Spirit Clothing	695,398	695,389	1,018,226	901,361	*921,742
Non-Emblematic Clothing	3,630	3,153	3,971	3,692	-
Café	160,177	170,749	147,458	114,129	**155,426
Graduation Products	964,233	1,068,139	1,188,786	788,875	-
Convenience	44,099	45,235	44,610	51,883	-

Dorm Furnishings	577	311	694	851	-
Greeting Cards	3,377	3,298	3,719	4,339	-
Backpacks	7,272	5,515	4,380	2,236	-
School Spirit, Gifts, Accessories	187,832	186,945	243,768	269,055	-
Prints, Frames, Museum Shop	80,701	82,374	77,392	61,712	-
Other	-	-	-	-	1,021,255

* Includes Emblematic Clothing and Gifts

** Includes Café and Convenience

Bookstore-Rosen College of Hospitality Management

The Bookstore's sales and other revenue figures for the past five fiscal years are as follows:

	FY '12	FY '13	FY '14	FY '15	FY '16
TOTAL (\$)	\$531,238	\$594,575	\$539,328	\$561,161	\$605,961

The Bookstore's sales figures for the major departments/categories for the past five fiscal years are as follows:

DEPARTMENTS	FY '12	FY '13	FY '14	FY '15	FY '16
New Textbooks	204,907	201,140	169,606	98,264	155,155
Used Textbooks	86,290	93,301	59,227	79,899	53,036
Digital Textbooks	1,911	2,327	1,102	21,305	2,979
Rental Textbooks	58,611	92,640	125,525	133,310	135,033
Trade Books	2,888	2,744	460	890	2,304
School Supplies	38,333	36,022	28,735	42,741	45,757
Computer Periph. / Accessories	2,436	2,253	2,915	4,938	4,488
School Spirit Clothing	23,626	32,696	35,486	46,245	*73,483
Non-Emblematic Clothing	31	12	43	8	-
Café	(12)	0	0	0	-
Graduation Products	55,552	57,058	56,773	34,104	-
Convenience	44,342	60,909	44,621	71,219	71,877
Dorm Furnishings	11	0	20	185	-
Greeting Cards	28	28	0	0	-
Backpacks	385	250	155	166	-
School Spirit, Gifts, Accessories	3,771	4,274	5,621	10,313	-
Prints, Frames, Museum Shop	3,041	4,355	2,797	5,018	-
Other	-	-	-	-	53,794

* Includes Emblematic Clothing and Gifts

3.8 Financial Aid Sales

The Bookstore currently extends to UCF Students receiving financial aid a credit of up to \$600. The Bookstore is responsible for any bad debt related to course materials sales purchased with financial aid funds. The selected Contractor will be responsible for bad debt (a.k.a. uncollected debt) incurred from financial aid sales.

Student Financial Aid payment data is as follows:

Semester	Financial Aid Invoice Amount (\$)	Financial Aid Collected (\$)	Uncollected Balance (\$)
Spring 2011	1,281,526	1,275,382	6,144

Summer 2011	257,394	251,989	5,405
Fall 2011	1,604,855	1,597,857	6,997
Spring 2012	1,300,199	1,286,105	14,095
Summer 2012	219,215	217,504	1,711
Fall 2012	1,468,247	1,454,356	13,891
Spring 2013	1,151,583	1,136,270	15,313
Summer 2013	129,019	125,449	3,570
Fall 2013	1,217,356	1,188,499	28,857
Spring 2014	917,012	910,226	6,787
Summer 2014	137,274	137,274	0
Fall 2014	1,116,597	1,113,903	2,694
Spring 2015	1,025,925	1,011,115	14,799
Summer 2015	146,520	139,608	6,911
Fall 2015	1,174,918	1,164,501	10,416
Spring 2016	932,008	913,837	18,171
TOTAL	\$14,079,642	\$13,923,878	\$155,764

3.9 **Department Discounts**

UCF Departments currently receive a twenty percent (20%) discount on all purchases, excluding adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, café items, and beverages.

3.10 **Faculty / Staff Discounts**

UCF full-time faculty and staff currently receive a ten percent (10%) discount on all purchases, excluding adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, café items, and beverages.

3.11 **Tender Types**

The Bookstore accepts cash, credit and debit cards, personal checks (with proper identification), the UCF Campus Card, and scholarship/financial aid charges/vouchers.

3.12 **General Book Events**

The Bookstore supports special events (e.g., lectures, readings, speakers, etc.) on campus by selling books at a variety of University events each year.

3.13 **Donations / Contributions**

The Bookstore currently provides annual textbook scholarship donations to UCF Students selected by UCF. In addition, the Bookstore donates merchandise and Bookstore gift cards to support various departments, programs, events, etc., on campus.

3.14 **Graduation Merchandise**

The Bookstore sells graduation merchandise (e.g., diploma frames, announcements, regalia, gowns, class rings, etc.). There are currently three commencements each year.

3.15 **Support Of UCF Athletics**

Game Day Support

The Bookstore manages and operates the game day store at all home football games at the Bright House Networks Stadium and sells emblematic merchandise at select athletic events. The Bookstore Contractor currently pays UCF a commission rate of 25% of gross sales from the stadium and the grounds on Game Day.

UCF Athletics Website

The Bookstore Contractor is currently under contract to provide and maintain a website for the UCF Athletic Department. The Contractor currently pays UCF Athletics 20% of all gross athletic website merchandise sales.

Athletic Scholarship Students

The Bookstore works closely with the UCF Athletic Department to facilitate the logistics of providing course materials to scholarship students, in compliance with all laws, regulations, and NCAA guidelines.

3.16 **Licensing Program**

UCF has contracted with the Collegiate Licensing Company (CLC) as its licensing agent for the university's trademarks, service marks, trade names, designs, logos, seals, and symbols. The Bookstore adheres to the requirements of the University's licensing program.

3.17 **Prior Financial Commitment**

UCF currently has unamortized capital investment debt from a previous campus bookstore renovation/construction project in the amount of \$500,000 (Five Hundred Thousand dollars) which is outstanding to Barnes & Noble, due in November 2017.

- **Respondent is encouraged to assume this debt and amortize it over the term of this contract.** In this event, identify this financial contribution in Attachment A - Financial Offer Form, Section 4 Additional Financial Incentives, as a "One-time payment for UCF's unamortized obligations".

SECTION 4: BOOKSTORE PROGRAM REQUIREMENTS

4.1 Operations

This contract is for the management and operation of the three UCF bookstore locations noted below. The UCF Downtown Campus bookstore is not included in this contract.

- a. Bookstore Name. The name of the Bookstore shall be the “UCF Bookstore” at the JTWC location, the “Campus Store at Knight’s Plaza,” at the Knight’s Plaza location and the “Rosen College Bookstore” at the Rosen College of Hospitality Management, or other names that are mutually agreed upon.
- b. Contractor Duties/Responsibilities. The contractor shall operate the Bookstore on its own credit and shall furnish at its own expense all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the University.
- c. Products And Services. The contractor shall provide the UCF community with a full range of course materials, new textbooks, used textbooks, digital textbooks, medical books, custom published materials, rental textbooks, OER course materials, general books, reference books, medical reference books, supplies, culinary supplies, computer/technology supplies, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBA’s), special order services, graduation related merchandise, full-service café services, and other services expected from a full-service Bookstore. **UCF strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the University community and generate traffic to the Bookstore.**
- d. Right To Operate Bookstore. The Contractor shall have the rights to operate the UCF Bookstore(s) on UCF’s campuses as described below:
 - The Bookstore shall be the exclusive “on-campus” buyer and seller of all required, recommended or suggested course materials and tools, including textbooks, trade books, and course packs.
 - The Bookstore shall be the exclusive provider of course pack publishing services. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.
 - The Bookstore shall be UCF’s exclusive “on-campus” seller of those items typically sold in college bookstores which bear a University of Central Florida emblem, logo, insignia or other such identifying mark such as apparel, class and alumni rings, and jewelry.
 - The Bookstore shall be the exclusive agent for the rental and/or sale of graduation regalia and graduation related merchandise, including commencement invitations.
 - The Bookstore shall be UCF’s exclusive “on-campus” seller of those items typically sold in college bookstores such as educational supplies, notebooks,

and stationary; except that the University's Contract Administrator shall have the right to grant a limited number of other campus locations/stores (such as "[The Spot](#)", [University's Print Shop](#), etc.) rights to sell such supplies (paper, stationary, business cards, etc.) and other merchandise bearing the UCF logo/emblem.

- The Bookstore shall have non-exclusive rights to operate a Cafe' or Coffee Shop within its campus store facilities to sell related food and beverage products.
 - The Bookstore shall have non-exclusive rights to sell convenience store items such as food, health and beauty aids, and sundries.
 - The University's Contract Administrator may authorize the sale of certain items by approved vendors, student groups, or by organizations of UCF.
- e. It is the University's hope that the selected contractor will bring value-added programs and services with respect to digital delivery. (See ITN Sections 4.4j, 4.6d, and 5.5.). The contractor must recognize that the University is focused on course materials affordability for UCF Students. As part of this focus, the University desires to continue to explore all options regarding the digital delivery of course materials and course content, including direct coordination with publishers.
- f. University Authority Re: Product Offerings. The Contractor shall withdraw from display or sale, any item or items, which the University requests not be displayed or sold. New product categories that the contractor would like to sell at the Bookstore require the University's prior written approval.
- g. Advertising. Contractor covenants and agrees not to promote in any way the use of its services which might be construed in any way that UCF is endorsing such without prior University approval.
- h. Signage. Contractor shall have the right to erect and maintain a sign upon the building (space it occupies) for the conduct of business as permitted by the University and in accordance with University regulations and policy. It is agreed that any signs placed on the Bookstore premises by Contractor shall advertise only Contractor's name, business products, networks to which it belongs, or services provided, and shall be of reasonable size, subject to the approval of the University. No signs shall be installed without first receiving written approval by UCF Business Services as to the sign and location.
- i. Exclusive Use Agreements. The University of Central Florida has entered into agreements whereby exclusive rights to sell, market, promote, and/or provide specific services, merchandise, classes of products, and the licensing of University indicia/trademarks, have been granted to University partners. It is the responsibility of Contractor to be aware of, and comply with, all University exclusivity agreements. Any penalties or fines levied on, or loss of revenue to, the University resulting from Contractor's negligent or willful noncompliance shall be borne entirely by Contractor. These exclusivity agreements include, but are not limited to:
1. Coca-Cola Exclusive. The University of Central Florida has entered into an agreement designating Coca-Cola as the exclusive fountain syrup company on campus. Contractor must agree to honor this arrangement by offering only

Coca-Cola designated products in its operation on campus. Contractor may not vend, dispense, promote, or use any display or sign that is in competition with Coca-Cola.

2. The Contractor shall purchase all of its Beverage requirements, including cups, lids, and CO2 for Coca-Cola products from the local (Florida) Coca-Cola Bottler. Refer to the “Coca-Cola Agreement” for specifics and permitted exceptions.

3. The University has sole discretion to enter into exclusive contracts.

j. Locations/Programs. The contractor shall manage and operate the following Bookstore locations and programs:

- The **UCF Bookstore**, located in the John T. Washington Center on the main campus in Orlando, FL
- The **UCF Campus Store** located in Knight’s Plaza on the main campus in Orlando, FL
- The **UCF Bookstore** located at the Rosen College of Hospitality Management campus in Orlando, FL
- The UCF Bookstore Website

In addition to the above locations and website, the contractor may manage and operate a website for UCF Athletics (see ITN Section 4.8c and 5.10c)

k. Fixtures/Equipment For Special Events. The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, Handheld POS devices, etc.) to sell UCF merchandise at designated special events on campus to capitalize on sales opportunities.

l. Website/Social Media. The contractor shall manage and operate a full-service website and social media program including, but not limited to, facebook, instagram, twitter, etc.

m. Special Events. The Bookstore shall support special events (e.g., lectures, readings, speakers, etc.) on campus by selling books at University events.

n. Donations. The Bookstore is encouraged to provide reasonable donations of merchandise (retail value), gift card/course materials, scholarships, Bookstore gift cards, etc., to support various departments, programs, events, etc., on campus. (Note: The amount of donations, course materials scholarships, etc., offered by the contractor should be listed under “Additional Financial Incentives” on the Financial Offer Form, Attachment A.). Contractor shall track and report such donations to the University annually.

o. Trash Removal/Recycling. The Contractor shall be required to participate in the University’s recycling program. The Contractor shall remove all trash and recyclable materials and place them in the proper UCF recycling containers.

- p. Environmental/Sustainability Practices. The contractor shall utilize environmentally friendly practices in its operation of the Bookstore and shall abide by all University environmental/sustainability practices.
- q. Reporting Requirement. The Contractor shall report to the Director of Business Services and/or his/her designee, for matters pertaining to the Bookstore. The Contractor's Regional Manager will meet with the Associate Vice President for Administration and Finance and/or his/her designees on a quarterly basis, or as mutually agreed, to review the Bookstore's performance.
- r. Licensing, Permits, Taxes. The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstore provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes. Also refer to Section 4.11b regarding Contractor paid sales tax on Commission payments made to UCF.

4.2 Customer Service

- a. Customer Service Expectations. The contractor shall provide excellent customer service at the Bookstore. Contractor shall provide to the University all supporting evidence, including customer survey results and internal evaluations as necessary to establish and document the actual/current level of customer service provided.

UCF will measure the level of customer service provided by the contractor throughout the term of the contract. Customer service metrics include, but are not limited to, the following:

- Customer checkout wait times- Rush
- Customer checkout wait times- Non-Rush
- Online order fulfillment processing time (i.e., time from receipt of customer order until order is shipped or available for customer pickup)
- In-stock position / textbook availability on 1st day of class
- Used textbook ratio
- Textbook rental availability ratio
- Textbook rental sales ratio
- Customer survey results

The Contractor shall work closely with UCF to establish goals for customer service performance metrics. In the event the Contractor does not meet the established goals, penalty payments may apply.

- b. Nametags/Identification Tags. The Contractor shall ensure that all UCF Bookstore employees wear nametags/identification tags, along with a standardized UCF Bookstore uniform shirt, subject to University approval.
- c. Image Of The Bookstore. The Contractor shall operate the Bookstore in a manner that reflects the image and reputation of UCF and supports the mission of the University. The Contractor shall become involved in the academic, cultural, and social environment at UCF, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique

activities of UCF, and, where and when appropriate, creating temporary selling points at various sites around the campus in connection with special events and programs.

- d. Support Of Student Organizations. It is in the Contractor's best interest to be engaged with, and be supportive of, UCF student organizations and student activities. The contractor will be expected to establish strong relationships with student organizations and student activities.
- e. Customer Feedback. The Contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys per semester, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the UCF Contract Administrator on each campus for evaluation and input. Individual campuses shall reserve the right to seek additional customer feedback by whatever method they deem appropriate for their purposes.
- f. Hours Of Operation. The Standard Hours of operation shall include, at a minimum, Monday through Saturday at the Main Campus (UCF Bookstore and Campus Store) and Monday through Friday at the Rosen College of Hospitality Management Campus, during the Academic Year unless changes are mutually agreed to in advance. Contractor shall establish the standard operating hours' (opening and closing times) for each location which shall then be approved by the University and any changes to the approved schedule will only be made in conjunction with the Contractor and University.
 - The Standard Hours of operation shall be extended during the beginning of each semester and to support special programs and events as necessary (e.g., Open Houses, Parent's Weekend, Orientation, Alumni Weekend, etc.).
 - The Standard Hours of operation shall be extended at the Knights Plaza Campus Store during those times when specific (i.e. high attendance) events are held at the CFE Arena and/or Bright House Stadium. For those events, the Campus Store shall remain open until at least of one hour past the ending/finish time of the event. The specific event(s) for which this paragraph will apply will be mutually agreed to in advance between Contractor and UCF.
- g. Changes to the Standard Hours of operation must be approved by the University. The University prefers that the standard operating hours to be "consistent" during the Academic Year.
- h. During all hours of operation, including peak business hours and extended hours of operation, the contractor shall staff the Bookstore adequately to provide the level of service required by the University.
- i. Bookstore Advisory Board. The Contractor's Bookstore Manager shall meet semi-annually with the Bookstore Advisory Board and with University stakeholders to review Bookstore operations and merchandise selection. The Contractor's Regional Manager shall attend at least one Bookstore Advisory Board meeting per year. Further, the Contractor's Bookstore Manager shall work cooperatively with the Advisory Board, and with University stakeholders in the development and improvement of the Bookstore's program, merchandise selection, services, and policies. The Contractor shall make every reasonable effort to comply with requests

from the Advisory Board and from University stakeholders to improve the Bookstore's program, services, and policies. The Bookstore Manager or his/her designee is also expected to meet periodically with deans, department heads, and other faculty members.

- j. Contractor's "Textbook Manager", or other such person or job title having the same responsibility, shall provide an annual plan to the University, which is subject to review and adjustment by the University, where such plan describes the implementation, operation and administration of the textbook/course materials program.
- k. UCF Licensing. The contractor shall meet regularly with UCF Licensing (UCF to develop and implement marketing campaigns to promote merchandise sales.
- l. Refund Policy. The contractor's refund policy must be sensitive to the needs of UCF Students and customers.

4.3 Staffing / Personnel

- a. Staffing. The Contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Bookstore in accordance with the requirements established by the University and shall maintain an adequate staff at all times to ensure a high quality operation, including providing a sufficient number of experienced personnel for operational and administrative purposes.
- b. Organization Chart/Staffing Level. The Contractor shall present its organization chart/staffing level to UCF for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. All Salaried positions must be identified and listed on the Staffing chart. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by, the University. The review and/or approval of any of Contractor's Organization Chart and/or Staffing Levels by the University does not relieve Contractor of its responsibility to perform in accordance with the terms of this contract and the expectations of the University.
- c. Manager. The University reserves the right, but is not obligated to, review and approve the Manager that the Contractor intends to hire for the UCF Bookstore(s). Subsequent changes in assignments will be made by the Contractor only after prior consultation with, and approval by, the University. The University expects management continuity (i.e., limited turnover of the Manager) in order for the Contractor to meet the expectations and requirements of the University. The review and/or approval of the Contractor's Manager by the University does not relieve Contractor of its responsibility for the performance and monitoring of its staff. The University reserves its right to request the replacement of any of Contractor's personnel that fail to meet the expectations of the University.
- d. Student Employees. The Contractor shall look to fill employment opportunities with UCF Students, when appropriate.
- e. Employee Conduct. The Contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on UCF

premises, all employees, agents and independent contractors of the Contractor shall comply with all applicable University policies and procedures. If a Contractor's employee is found to be unacceptable, the contractor shall be required to remove any such employee, agent, or independent contractor from the University at the University's request. If UCF makes such a request, Contractor shall replace said person no later than thirty (30) days after the request is made, except that Contractor shall terminate the employee immediately if UCF determines that the employee has engaged in theft or dishonesty, has used alcohol or illegal substances during work hours or been under the influence of alcohol or illegal substances during work hours, has abused legal substances during work hours, or has been convicted of a felony.

- f. ADA. The contractor shall comply with the Americans with Disabilities Act (ADA).
- g. Employment Laws. The Contractor shall comply with all Florida and federal employment requirements.
- h. 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 employees, agents, or independent contractors working at UCF. Any applicants that have background checks that are returned with a "hit" (conviction) should be rejected or subject to review and approval by the University prior to hire.

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

- Criminal Felony & Misdemeanor- 7 years (a)- Unlimited # of counties as Revealed by SSN Trace, Premium AKA & Most Common & Maiden Names
- Federal Criminal National, Premium AKA & Most Common & Maiden Names
- Sex Offender Registry
- SSN Trace
- SSN Validation

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

4.4 Course Materials

- a. Agent For The Collection Of Textbook Adoptions. The contractor shall be UCF's agent for the collection and compilation of the course materials list and for providing course materials to UCF Students. The contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically.
- b. University Rights Re: Adoption Data. Textbook adoption data and forms, whether received in paper form, electronically, or otherwise, provided to the contractor by UCF's Faculty or Staff are the property of the University. The contractor shall provide textbook adoption data and/or adoption forms to the University within twenty-four (24) hours of the University's request for copies of such adoption data and/or adoption forms. All collected data shall be provided to UCF in an electronic, sortable, format (such as Microsoft Excel or equivalent).
- c. Early Textbook Adoptions. The Contractor, working with the faculty, shall make every effort to obtain early textbook adoption commitments in order to maximize the quantity of course materials purchased from students for resale at the Bookstore. The

Contractor shall provide timely reports to faculty members concerning the status of their orders.

- d. Course Materials Quantities. The Contractor shall provide sufficient quantities of course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the University.
- e. Comprehensive Course Materials Services. The Contractor shall provide comprehensive course materials services and shall work closely with the University to support all UCF Programs (e.g., undergraduate, graduate, medical, law, Rosen College of Hospitality Management, etc.).
- f. Comprehensive Services At The Rosen College of Hospitality Management. The Contractor shall provide comprehensive services to support the programs at the Rosen College of Hospitality Management, including required course materials, culinary supplies and uniforms, special orders, and other products and services as required by the University.
- g. Distance Learning Programs. The Contractor shall provide course materials services for the University's current or future distance learning programs.
- h. Custom-Published Materials. The Contractor shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- i. Textbook Rental Program. The Contractor shall provide a full-service textbook rental program.
- j. Digital Course Materials/New Technologies (i.e., e-books, access codes, adaptive learning products, etc.). The Contractor shall provide a digital delivery/new technologies program that addresses the changing types of course materials, including but not limited to, providing digital course materials, digital textbooks, support of course related subscription materials, new technologies to support student success, etc.
- k. Throughout the contract, the University will continue to evaluate digital delivery/new technologies programs in the marketplace and will have the right to select alternate digital delivery/new technologies programs at any time during the contract from any vendor, publisher, or provider, if it is determined by the University's Contract Administrator that such programs are in the best interests of the University, or in the event the Contractor is unable to provide the alternate program. Throughout the contract, the University shall have the right to work directly with "third-party vendors" to reduce course materials costs and enhance student success.
- l. In the event the University adopts a specific platform or e-reader, the Contractor shall collaborate with the University to support the use of the adopted platform or e-reader.
- m. Open Educational Resources. The University will continue to support campus initiatives that provide affordable course materials to UCF Students, including but not limited to, University-purchased or licensed materials including library resources, materials or emerging technologies, and other OER course materials, as defined by the University.

- n. Online Course Materials Ordering. The Contractor’s website for the Bookstore shall include, but not be limited to, the ability for customers to order and reserve course materials.
- o. Students With Disabilities. The Contractor will provide required services to students with disabilities.
- p. HEOA/Other Laws. The Contractor shall work with the University to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.
- q. HB 7019. The contractor shall work with the University to ensure compliance with HB 7019 and all other relevant state, federal, and local laws, rules, and regulations. <https://www.flsenate.gov/Session/Bill/2016/7019>

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

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

Additionally, the Contractor’s data collection and reporting system/tools should provide the following:

- i. A means to track and report the “textbook adoption process” in real-time, with the ability to automatically notify (i.e. direct communication to instructor, faculty and/or department administrator, etc.) when it is determined that a specific course has not adopted a textbook(s). Notification to be 30 days prior to deadline and again 15 days prior to “textbook adoption deadline” (deadline is 45 days prior to start of class).
- ii. The ability, in the UCF’s course registration system and/or on the campus bookstore website, a hyperlink to the lists of “required and recommended textbooks and instructional materials” for at least 95 percent of the courses and course sections offered by the institution during the upcoming term;

- iii. The ability to allow the UCF course instructor or academic department offering the course, the ability to view and confirm, that all items ordered, particularly each individual item sold as part of a bundled package, will be used, before the textbook or instructional materials adoption process is finalized;
- iv. The ability to provide the UCF course instructor or academic department offering the course, a method to assist and support them in the selection of textbooks and instructional materials through cost-benefit analyses (e.g., purchasing digital textbooks in bulk, expanding the use of open access textbooks and instructional materials, providing rental options for textbook and instructional materials, and developing mechanisms to assist in buying, renting, selling, and sharing textbooks and instructional materials).

4.5 **Course Materials Affordability / Pricing Policies**

- a. **Course Materials Affordability.** The University is committed to making course materials affordable to UCF Students. The Contractor's course materials pricing policies should be innovative and prices cannot exceed the pricing policy requirements as described in Section 4.5b of this ITN.
- b. **Pricing Policy- Course Materials.** The Contractor shall adhere to the following course materials pricing policy:
 - "List-Priced" new textbooks shall be sold at no higher than publisher's list price.
 - "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
 - "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials sold by publishers to the Contractor at net-price shall be sold by the Bookstore at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials sold by publishers to the Contractor via the agency fee pricing model shall be sold by the Bookstore at no higher than the retail price established by the publisher.
 - Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
 - Coursepacks and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Rental textbooks shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the current new textbook price.
 - There shall be no add-ons or surcharges to cover freight, handling, publisher restocking fees, etc. (i.e., the above formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)
- c. **Pricing Policy-General Books.** The Contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher's list price, or if there is no list

price, at prices competitive in the local area and competitive in the university bookstore industry.

- d. Pricing Policy-General Merchandise. The Contractor shall sell all other merchandise (e.g., clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the university bookstore industry. The contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points.
- e. University Audit Rights. The University has the right to audit the Contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

4.6 **Innovative Methods Of Delivering Course Materials**

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

4.7 **General Merchandise And Marketing**

- a. General Merchandise Selection. The Contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer/technology supplies, general books, reference books, medical reference books, culinary supplies, novelty gifts, school supplies, greeting cards, convenience products (e.g., beverages, candy, snacks, etc.), health and beauty aids (HBAs), special order services, graduation related merchandise, full-service café, and other services expected from a full-service Bookstore.

- b. Emblematic Clothing And Gifts. The Contractor shall promote and brand UCF by offering a broad selection of emblematic clothing and gifts that comply with the University's licensing requirements, design guidelines, and requirements for branded products. The Contractor shall provide exceptional value to UCF customers by offering high quality products and services at fair prices and multiple price points.
- c. Technology Products. The Contractor shall provide a selection of technology products. Technology products shall include, but not be limited to, computer accessories, computer/technology supplies, etc. The UCF Technology Product Center, operated by UCF is the authorized on-campus Apple re-seller. Contractor shall not sell computers, except that it may sell computer accessories and peripherals.
- d. New Product Lines. The Contractor shall continually expand and introduce new product lines that appeal to UCF customers (e.g., students, faculty, staff, alumni, fans, and visitors) and generate traffic into the Bookstore.
- e. Website/Social Media. The Contractor shall be required to maintain a full-service UCF Bookstore Website. The website will feature a full range of UCF emblematic merchandise. The contractor shall develop and implement a social media marketing and promotion strategy. To the extent that the Contractor develops its own social media sites (e.g., facebook, instagram, twitter) or integrates with University sites, the contractor shall be required to keep its posted information up-to-date, refresh its sites frequently consistent with effective social media strategies, and conform to University social media standards and practices.
- f. Graduation Merchandise. The Contractor shall sell graduation merchandise (e.g., diploma frames, announcements, regalia, class rings, etc.) in the Bookstore and at other locations as designated by the University, throughout the year and during graduation.

The Bookstore distributes graduation regalia for all UCF commencements. There are currently three (3) UCF commencements each year.

- g. Licensing Program. The Contractor shall only purchase UCF branded merchandise from vendors who adhere to UCF's Licensing Program requirements.
- h. Vendor Code Of Conduct. The Contractor must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the contractor does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

4.8 **Support Of UCF Athletics**

- a. Game Day Store. The Contractor shall manage and operate, at its sole expense, game day stores at all home football games at the Bright House Networks Stadium. The University shall provide secured space to the contractor for its game day stores. Contractor shall provide, at a minimum, two "portable game day stores" (i.e., trailers, tents, etc.) at its sole expense; one which will be located inside the Stadium and one which will be located outside of the Stadium.
- b. Athletic Event Sales. The contractor shall sell emblematic merchandise at a minimum of fifteen (15) athletic events (excluding football games). Specific athletic events will be mutually agreed upon each year between the contractor and UCF Athletics.

- c. Optional - Athletic Department Website. If requested by the University, Contractor shall provide and maintain a website for the UCF Athletic Department. The site shall conform to University and Athletic Department design guidelines and link to and from the University and Athletics Website. The UCF Athletic Department Website shall include, but not be limited to, the ability for customers to order emblematic clothing, gift, and fan merchandise. All aspects of the UCF Athletic Department Website, including products sold (whether by the contractor or by a third party vendor), links to and/or from the UCF Athletic Department Website, and advertising accepted, shall require the University's prior written approval.
- d. Athletic Event Commissions. The Contractor shall pay the University a commission for all sales generated at UCF athletic events.
- e. Athletic Scholarship Course Materials. The Contractor shall work closely with the Athletic Department to facilitate the logistics of providing course materials to scholarship students.

4.9 **Tender Types / Discounts / Financial Aid**

- a. Tender Types. At a minimum, the Contractor shall accept cash, personal checks, major credit cards, the UCF Campus Card (a.k.a. Knight Cash), Bookstore gift cards, bank debit cards, UCF Department Charges, scholarship charges/vouchers, and financial aid account charges/vouchers. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.
- b. UCF Campus Card. (a.k.a. Knights Cash). The Contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept the UCF Campus Card and/or another smartcard utilized by UCF in the future, at the Bookstore. The University will reconcile and reimburse the contractor on a monthly basis for Bookstore Campus Card transactions. The contractor shall pay a one percent (1%) transaction fee for Campus Card transactions. The Contractor will submit invoices monthly to the University for reimbursement of Campus Card transactions, and will receive reimbursement monthly- net of the 1% transaction fee. The Contractor shall not increase the price of goods and or services to Campus Card customers in order to offset the Campus Card transaction fee.
- c. Financial Aid. The Contractor shall extend UCF Students receiving financial aid credit up to \$600. The Contractor is responsible for any bad debt related to course materials sales purchased with financial aid funds.
- d. Department Charges. UCF Departments shall be allowed to charge department purchases at the Bookstore using the University's Procurement Card ("P-Card") or by providing an authorized Departmental Budget Code. Department purchases currently receive a discount on their purchases (excluding adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, café items, and beverages).
- e. Faculty/Staff Discounts. UCF Faculty and Staff Departments currently receive a discount on purchases (excluding adopted textbooks, special orders, sale books, class

and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, café items, and beverages).

- f. Gift Certificates/Gift Cards. The Contractor shall accept unredeemed gift certificates and unredeemed gift cards (i.e., gift certificates and gift cards that were sold to customers by the Bookstore prior to the commencement of the contract).

4.10 **Technology**

- a. Technology Investment. The contractor shall provide state-of-the-art technology (e.g., bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA and HB 7019, alternative technology for textbooks/course materials, etc.) to deliver the desired level of service. The contractor's systems shall have the ability to interface with current or future University systems, including but not limited to University's student information system (People Soft), etc. (Note: The University will not buy out the un-depreciated portion of the Contractor's technology investment at the termination, expiration, or non-renewal of the contract).
- b. Website. The Contractor shall provide and maintain a website for the UCF Bookstore. The site shall conform to University design guidelines and link to and from the University's Website. The Bookstore Website shall include, but not be limited to, the ability for customers to order and reserve textbooks, order general books and general merchandise, and the ability for faculty to submit textbook adoptions online. All aspects of the UCF Bookstore Website, including products sold (whether by the Contractor or by a third party vendor), links to and/or from the UCF Bookstore Website, and advertising accepted, shall require the University's prior written approval.
- c. PCI Compliance. The Contractor shall comply with UCF's Payment Card Industry Data Security Standard (PCI DSS) Policy and the requirements specified in Appendix VII.
- d. Europay, Mastercard, and Visa (EMV) Compliance. The Contractor shall ensure that the Bookstore is compliant with EMV standards for authorizing credit and debit card transactions.
- e. Customer Data. Customer data shall not be shared or sold by the Contractor without the express written approval of the customer. The contractor shall comply with all requirements regarding the secure handling of UCF Data as described in Appendix V, "Secure Handling of UCF Data."

4.11 **Financial Reporting And Payment Terms**

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

- a. A Commission payment calculated as a percentage of Contractor's cumulative "Commissionable Sales", or the minimum annual guarantee, whichever is greater, over the agreed time period (i.e., monthly).
- b. A Sales Tax payment based on the amount of each Commission payment made by Contractor to the University. The Sales Tax payment is calculated as a

percentage of the Commission payment made to UCF using the percentage rates set by the Florida Department of Revenue and Orange County Florida at the time the Commission payment is due (currently 6.5%).

- c. The Commission and Sales Tax payments are due by close of business (COB) on the last business day of the month that follows the respective period used in the commission calculation. For example, if the commission is based on a monthly sales period and the commission period being calculated is for January 2017, then the Commission for that period would be due by COB February 28th 2017.
- d. For non-recurring payments (such as a one-time repair or utility charge), an invoice will be sent to Contractor. Such payment is considered late if Contractor's payment is not received by Business Services by the close of business on 30th (Thirtieth) calendar day after the "invoice due date" printed on the invoice form.
- e. Basic Utilities: Unless stated otherwise herein, the following Utilities and Services (herein referred to as "Utilities") are inclusive of the items listed below, and will be billed to Contractor on a monthly basis:
 - i. Trash removal (Non-hazardous trash pickup from a single collection point as designated by the University);
 - ii. Heating, Ventilation, and Air Conditioning (HVAC);
 - iii. Electric (Lighting and convenience);
 - iv. Water (potable & waste);
- f. Additional Utilities: Telephone, Television (cable/satellite), Internet access, connection to UCF's fiber/Ethernet/network, and any other service or utility not listed above as included in the basic Utilities, are at additional cost and will be the responsibility of the Contractor.
- g. Late payments may be subject to an Administrative Processing Fee of \$25.00 (Twenty-five dollars) per occurrence. In addition, if a payment is over 30 (Thirty) calendar days late, the payment amount owed may then bear interest from the 31st (Thirty-first) day after the payment's due date and continue until paid at the lesser of (i) twelve (12%) percent per annum or (ii) the maximum interest rate per annum allowed by law. The University may waive the Administrative Processing Fee, and/or the Interest charge, at its sole discretion.
- h. Payments shall be made to the University on a monthly basis via check or electronic funds transfer (EFT). The University shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual financial guarantee. Regardless of the payment method selected by the University, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.
- i. Remit payments to the following address:
UCF Business Services
PO BOX 160055
Orlando, FL 32816

- j. The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- k. Monthly Reporting. On a monthly basis, the Contractor shall submit a detailed sales report and P&L financial report to the University, including sales by location, website sales, sales by category (for each location and consolidated), non-commissionable sales (with supporting detail), and consolidated sales for the Bookstore (all locations), along with cost of goods sold, gross margin, and expenses by major expense category.
- l. Annual Reporting. On an annual basis, the Contractor shall submit a detailed UCF Bookstore financial statement to the University (for each location and consolidated). At a minimum, the UCF Bookstore financial statement (for each location and consolidated) shall include the following:
 - i. Sales by Category/Department by Location and Consolidated, including commissionable and non-commissionable sales
 - ii. Total Sales
 - iii. Cost of Goods Sold
 - iv. Gross Margin
 - v. Personnel Expenses
 - vi. Direct Operating Expenses (itemized by type of expense)
 - vii. Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
 - viii. Rent/Commission Paid to the University
 - ix. Profit/Loss
 - x. Dollar Amount of "Retail Textbook Buyback"
 - xi. Dollar Amount of "Wholesale Textbook Buyback"
 - xii. Number of Class Rings Sold
 - xiii. Website Sales
- m. Contractor's Financial Statement. The Contractor shall provide the University with a copy of its audited company financial statement on an annual basis.

4.12 **Bookstore Locations**

- a. UCF Bookstore. The UCF Bookstore will remain in its current John T. Washington Center location, consisting of approximately 26,453 square feet.
- b. Knight's Plaza UCF Campus Store. The UCF Campus Store will remain in its current location, consisting of approximately 15,305 square feet.
- c. Rosen College of Hospitality Management Bookstore. The Rosen College of Hospitality Management Bookstore will remain in its current location, consisting of approximately 4,500 square feet.

4.13 **Facility Investment**

- a. Facility Investment. Respondents are required to perform an assessment of the three UCF bookstore facilities to determine what, if any, investment is needed to energize the space and ensure that the bookstores are, and will remain, state-of-the-art facilities throughout the duration of the contract term. Respondents shall then submit any

proposed facility investment amount(s) and plan(s) as part of their response to this ITN (see Section 5.15a).

- b. Facility Investment-UCF Bookstore (JTWC location). The Respondent shall be required to provide facility investment plans for the UCF Bookstore that will energize the Bookstore and provide a state-of-the-art innovative retail facility. The University encourages Respondent to consider this location as a focus of its investment/vision and to additionally consider in its vision a way to enhance and increase the use of outdoor space.
- c. Facility Investment-UCF Campus Store. The Respondent shall be required to provide facility investment plans to maintain a state-of-the-art UCF Campus Store, including providing plans for renovating the café space.
- d. Facility Investment-Rosen Center College of Hospitality Management Bookstore. The Respondent shall be required to provide facility investment plans to maintain a state-of-the-art Rosen Center College of Hospitality Management Bookstore.
- e. Capital Investment. The Respondent's capital investment in the Bookstore facilities may include, but not be limited to, the following:
 - Décor items
 - Fixtures
 - Floor treatment
 - Furniture
 - Graphics/signage
 - Merchandise accent lighting
 - Sales tax obligations for capital investments
 - Wall treatment/Slatwall
 - Window treatments

4.14 **Facility Investment Requirements**

- a. Ownership Of Facility Investment And Fixtures. All capital investments and fixtures in the Bookstore facilities shall become the property of the University at the termination, expiration, or non-renewal of the contract. If the contract, or extensions thereto, ends for reasons other than cause (see Section 2.22a) or bankruptcy by the contractor (see Section 2.22c) prior to the capital investment being fully depreciated, then the University will reimburse the contractor for the undepreciated portion of the capital investment in the Bookstore facilities, and all capital investments and fixtures shall become the property of the University. If the contract is terminated for cause as outlined in Section 2.22a or for bankruptcy as outlined in Section 2.22c, then the University shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of the University.
- b. Depreciation. The capital investment made by the contractor in the UCF Bookstore facilities shall be depreciated on a straight-line basis from the time period beginning when the Facility Investment is made and ending (fully depreciated) no later than October 31, 2027, with no interest accumulated.
- c. University Approvals. The facility investment for the UCF Bookstore must meet University's Design and Construction standards; must be approved in advance by the

University; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the contractor in conjunction with the University. Any third-party contractor used by the Bookstore Contractor to assist with making facility improvements must be approved in advance by the University.

- d. Accounting Of Facility Investment. The Contractor shall provide the University with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment. Copies of invoices shall be provided to the University within sixty days from completion of the facility investment, or earlier if requested by the University.
- e. Investment Difference. If the actual amount spent by the Contractor on the facility investment is less than the amount offered in the contractor's Proposal, then the contractor shall pay the University the difference between the actual amount spent and the amount offered, payable by December 31, 2023. If the actual amount spent by the Contractor on the facility investment is more than the amount offered in the Contractor's Proposal, then the Contractor shall be solely responsible for all costs necessary to complete the facility improvements.
- f. Design Fees. All Bookstore design fees and planning fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- g. Signage. Any proposed exterior signage, banners, etc., must be approved by the University and must adhere to University requirements.
- h. Timing Of Facility Investment. The timing of the facility investment shall be determined by the University in cooperation with the contractor.

4.15 University Obligations

- a. University Obligations. The University shall provide the Contractor with:
 - Bookstore, office, and stock room facilities in the John T. Washington Center consisting of approximately 26,453 square feet;
 - Campus Store, office, and stock room facilities in Knight's Plaza consisting of approximately 15,305 square feet;
 - Bookstore, office, and stock room facilities on the Rosen College of Hospitality Management Campus, consisting of approximately 4,500 square feet;
 - Access to campus web services, campus telephone services, and voice answering system at UCF's standard rate/fee;
 - Security service for the Bookstore provided by UCF in the same manner provided for other UCF buildings.

The University shall maintain, repair, and replace, as necessary, the common areas, and each of the exterior portions and structural portions of the Bookstore 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.

University shall maintain, repair, and replace, as necessary, all plumbing, pipes, tubes and all other conduits and utility lines leading to or from the Bookstore premises, or leading to or from the building; electrical switches, outlets, circuit breakers, interior lighting fixtures (excluding light bulbs and fluorescent tubes), within the Bookstore premises; all electrical wiring, plumbing, piping, and HVAC components located within the walls, ceilings, and floors; at no additional cost except in the event that such repair or replacement is required due to the negligence of Contractor.

4.16 **Contractor Obligations**

- a. **Contractor Obligations.** The contractor shall provide the following as part of its management and operation of the Bookstore:
 - **Vehicles.** The contractor shall provide Vehicle(s) necessary (if any) for the operation of the Bookstore.
 - **Cleaning and Maintenance.** The contractor shall properly clean and maintain (to the satisfaction of the University) the interior of the Bookstore(s), including the routine cleaning of floors, walls, windows, fixtures, furniture, equipment, etc.
 - **Utilities.** The contractor shall be required to pay for utilities expenses at the Washington Center Bookstore and Knight's Plaza Campus Store as described in Section 3.2 of the ITN.
 - **Emergency Key.** The contractor shall supply an emergency key to be left with UCF Police Department.
 - **Internal Security.** The contractor shall collaborate with UCF's Police Department and the University Administration concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstore. The University expects the contractor's first point of contact with regard to security and safety issues for the Bookstore shall UCF's Police Department.

- b. **Contractor acknowledges and accepts that the Bookstore premises are received "As-is"**, except for any repairs, alterations, modifications or restoration work specifically identified in the Contractor's proposal or resulting from this ITN, and approved by the University. Contractor shall not remove or modify any fixtures or furnishings affixed to the building, and shall not perform any construction, remodeling, modification, or alteration of the premises without prior written approval of the University. In the event approval is granted, all such removals or modifications will be at the expense of the Contractor and further all damages to the building caused by said removal or modification will be repaired at the expense of the Contractor. Such work will be performed under the supervision of University and completed to its reasonable satisfaction.

- c. Contractor shall maintain and repair the Bookstore premises in good clean order, condition and repair. Contractor is responsible for the total cost of maintenance and repair of the Bookstore premises including, but not limited to the following items, tasks, and services (collectively referred to as "Maintenance and Repair"):
 1. Daily cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other typical custodial services.
 2. Cleaning of ceiling tiles and ducts, as needed;
 3. Repair and replacement of Wall finishes/drywall/paint and ceiling tiles, as needed;
 4. Cleaning of floors, including waxing/buffing of hard floor finishes, and the routine washing and stain removal on soft floor coverings/carpeting;

5. Replacement of light bulbs and florescent tubes;
 6. Repair and/or adjustment of interior doors and hardware, cabinets/cases, millwork, casework, and countertops;
 7. Repair or adjustment of storefront, entrance doors, and gates, including door closing mechanisms and locks;
 8. Contractor owned and installed computer and POS equipment, systems, and related infrastructure.
- d. Contractor may self-manage or self-perform those maintenance/repair tasks within the Bookstore premises for which it is required to provide/perform. If outsourcing the work, Contractor shall not use any maintenance/repair company, service provider, or subcontractor on University property that does not meet the minimum insurance coverage criteria set by the University (listed below) and subject to revision by UCF:
1. Insurance Required: contractors providing services on UCF property shall maintain worker's compensation, property liability, property damage and vehicle insurance during performance of their work. Contractor's liability insurance shall be written for not less than limits of \$100,000 per person, \$500,000 per occurrence. Coverage's shall be maintained without interruption from date of commencement of work until final payment and termination of any coverage required to be maintained after final completion.
 2. UCF will not be liable or held responsible for any actions or claims related or as a result of the relationship between Contractor and said service provider used by Contractor unless such actions or claims are the result of UCF's negligent actions or omissions.
- e. Contractor may request UCF to provide/perform the work/services identified above (4.16c) 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 Contractor 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 Contractor regardless of the party that actually agrees to perform the work or provide the service.
- f. The University reserves the right to inspect bookstore premises at any time during the contract term. In the event University, in its sole reasonable discretion, determines the premises are not being maintained in a satisfactory condition, the University may direct the Contractor to make the necessary repair or correction at its sole expense, to return the premises to satisfactory condition. Such repairs shall be completed within 30 (Thirty) days of written notification, or in accordance with an alternate schedule that has been mutually agreed to. The premises are considered to be in satisfactory condition when the premises are in the same or better condition as when Contractor moved in (i.e. at contract commencement). If Contractor fails to make, maintain, or keep the Bookstore Premises in good condition or fails to perform the necessary Maintenance and Repairs, and such failure continues beyond 30 (Thirty) calendar days, or beyond the mutually agreed to alternate schedule, the University may, but is not obligated to, perform or hire the necessary contractor to perform the work, and in that event Contractor shall pay University for the costs thereof plus the Administrative Fee described in 4.16e above.

- g. The Contractor shall, during the term of this contract, repair any damage caused to real or personal property of the University, wherever situated on the University campus, when caused by the intentional, reckless, or negligent acts or omissions of the Contractor's employees, its subcontractors, its invitees, its agents, or of others under Contractor's control and supervision, or at the option of the University the Contractor shall reimburse the University for the cost or repairs thereto and the replacement thereof accomplished by or on behalf of the University.

SECTION 5: OFFER FORMAT SUBMITTAL REQUIREMENTS

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

Introduction

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

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

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

5.1 Company History And Background

- a. Provide your qualifications and experience in managing college/university bookstores. Describe your experience serving large public research universities.
- b. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in nature to the UCF Bookstore.
- c. Provide a list of all college/university accounts that were canceled or not renewed during the past three years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
- d. Include your company's audited financial statements for the past two (2) years, along with your company's S&P or D&B rating.
- e. Describe your business philosophy as it relates to the bookstore industry and provide your assessment of the current and future state of the industry. Describe your vision for the future (the next 10 – 15 years) as it relates to the UCF bookstore operations and the industry in general.

5.2 Operations Plan

- a. Describe your management/operations plan for the UCF Bookstore located in the John T. Washington Center.
- b. Describe your management/operations plan for the Campus Store located in Knight's Plaza.

- c. Describe your management/operations plan for the Bookstore located on the Rosen College of Hospitality Management Campus.
- d. Describe your management/operations plan to provide a full-service café in the UCF Bookstore located in the John T. Washington Center, including enhancements to the café to encourage patronage.
- e. Describe your management/operations plan to provide a full-service café in the Campus Store located in Knight's Plaza, including enhancements to the café to encourage patronage.

5.3 **Customer Service**

- a. Describe in detail how your company will provide excellent customer service at the UCF Bookstore.
- b. Describe the methods your company will use to obtain regular feedback from UCF Bookstore customers to ensure a high level of customer satisfaction.
- c. Describe your customer service training program for the UCF Bookstore Staff.
- d. Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, etc., and general merchandise.
- e. Describe your proposed hours of operation for the UCF Bookstore.

(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 4.2f of this ITN.)

- f. Describe innovative customer service strategies, including specific examples that your company has implemented.
- g. Describe how you will foster and develop a sustainable relationship with the University faculty and staff as it relates to textbook and course material selection, adoption, and affordability.

5.4 **Staffing / Personnel**

- a. Provide your company organization chart.
- b. Provide your proposed organization chart, staffing plan, and reporting structure for the UCF Bookstore in the John T. Washington Center, the Campus Store in Knight's Plaza, and the Bookstore at the Rosen College of Hospitality Management. Identify the total number of "full-time" and "salaried" positions at each location.
- c. Describe your:
 - Personnel policies
 - Hiring policies, including your company's required qualifications for the Bookstore Manager
 - Compensation program, including incentive programs, etc.
 - Benefit programs (e.g., health insurance, disability insurance, vacation plan, holidays, retirement, etc.)

- Commitment to hire student employees
 - Company dress code for Bookstore employees
- d. Describe your educational and training programs.
- e. Describe your corporate support services and regional management support.

5.5 **Course Materials Program**

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

(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 4.4j of this ITN.)

- d. Describe your plans to provide comprehensive course materials services to support UCF Programs, including undergraduate, graduate, medical, and the Rosen College of Hospitality Management.
- e. Describe your company's plans to support campus initiatives that provide affordable course materials to UCF Students, including but not limited to, Open Educational Resources (OER), University-purchased or licensed materials including library resources, materials or emerging technologies, and other OER course materials, as defined by the University.

(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 4.4m of this ITN.)

- f. Describe your plans to provide comprehensive course materials services to support current and/or future distance learning programs.
- g. Describe your custom publishing/coursepack program.
- h. Describe your plans to ensure compliance to the Federal Higher Education Opportunity Act (HEOA).
- i. Describe your plans to ensure compliance to the State of Florida's HB 7019 act.

(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 4.4q of this ITN.)

5.6 **Course Materials Affordability / Pricing Policies**

- a. Describe your pricing policies for course materials and explain your plans to address UCF's goal of enhanced affordability.

(Note: At a minimum, contractors must adhere to the /course materials pricing policy outlined in Section 4.5b of this ITN, which defines UCF's not-to-exceed margins.)

- b. Describe other innovative pricing programs your company will offer to enhance course material affordability for UCF Students, along with your company's proposed timing for implementation of such programs. The University considers this program important, and encourages you to give this your full thought and consideration. Examples include, but are not limited to, the following:

- **Price Match Guarantee Program**, or a similar program, that your company might implement at UCF in order to provide value, compete with online booksellers, and increase market share.

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

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

5.7 **Textbook Rental Program / Used Textbook Program**

- a. Describe in detail the textbook rental program that your company will provide at UCF. Include the estimated percentage of titles that your company will provide as rental titles.
- b. Provide a detailed description of your sources for used textbooks, along with a description of your buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices. Describe your methods to market and promote buyback.
- c. Course Materials Value Ratio. Include your estimated Course Materials Value Ratio for each of the first three years of operation of the UCF Bookstore. The Course Materials Value Ratio shall be defined as used textbook sales plus textbook rental sales plus digital course materials sales divided by total course materials sales (including new textbooks, used textbooks, rental textbooks, and digital course materials).

5.8 **General Book Program**

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

5.9 **General Merchandise And Marketing Strategy**

- a. Recognizing that the University's goals include increasing market share and improving the Bookstore's financial contribution to UCF, please provide a detailed description of your plan to increase the sales of UCF emblematic/logo merchandise, clothing, and gifts to students, faculty, staff, and alumni. Describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstore's Website.
- b. Describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students at UCF.

(Note: At a minimum, Contractor must adhere to the pricing policies outlined in Section 4.5 of this ITN.)

- c. Describe your company's plan to provide emblematic/logo merchandise at multiple price points.
- d. Describe your plans for new or expanded product lines or services to be offered at the UCF Bookstore, including an emphasis on products and services that will meet the needs of UCF Students, Faculty, Staff and Alumni.
- e. Describe your plans to provide a selection of technology products as described in Section 4.7c.
- f. Describe your plans to sell graduation merchandise (e.g., diploma frames, announcements, regalia, class rings, etc.) in the Bookstore and Campus Store and at other locations as designated by the University, throughout the year and during graduation as described in Section 4.7f.
- g. Describe your plans to take advantage of campus events and activities organized by other campus entities, and/or your plans to create your own campus events and activities, in order to promote additional sales.
- h. Marketing/Advertising Plan/Social Media Plan. Describe your marketing/advertising/social media plan for the UCF Bookstore, including your plan to promote athletic merchandise.
- i. Describe your company's vendor code of conduct policy and whether it meets FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.
- j. Describe your plan to work with UCF Licensing in developing marketing campaigns to promote merchandise sales and ensuring the right types of products are available to the campus community.

5.10 **Support Of UCF Athletics**

- a. Describe your company's plan to manage and operate a Game Day Store at all home men's football games at the Bright House Networks Stadium as described in Section 4.8a.
- b. Describe your company's plan to sell emblematic merchandise at a minimum of fifteen (15) athletic events (excluding men's football games) as described in Section 4.8b.
- c. Describe your company's plans to pay the University a commission for all sales generated at UCF athletic events.
- d. Describe your company's plan to work closely with the Athletic Department to facilitate the logistics of providing course materials to scholarship students.
- e. Describe your company's plans to provide and maintain a website for the UCF Athletic Department as described in Section 4.8c.

(Note: In addition, Contractor is required to complete the Financial Offer Form, Attachment A. It is understood that there will be a separate Standard Agreement between UCF Athletics and the Contractor in the event that UCF Athletics chooses to have Contractor provide and maintain a UCF Athletics website.)

5.11 **Tender Types / Discounts**

- a. Describe the tender types your company will accept at the UCF Bookstore.
- b. Describe your company's discount program for "UCF Department charges/purchases", as described in Sections 3.9 and 4.9d, and propose any discounts you are able to provide in Attachment A - Financial Offer Form.
- c. Describe your company's discount program for "UCF faculty/staff individual's purchases", as described in Sections 3.10 and 4.9e, and propose any discount, you are able to provide in Attachment A - Financial Offer Form.

5.12 **Financial Aid**

- a. Describe your company's plans to support the UCF financial aid program as described in Sections 3.8 and 4.9c.

5.13 **Financial Projections**

- a. Provide financial projections for the first five (5) years of operation of the UCF Bookstore. Projections must include the following:
 - Sales by Category/Department by Location and Consolidated
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (i.e., Management Fee, Company Overhead Charges)

- Rent/Commission to UCF
- Profit/Loss
- Website/E-Commerce Sales

5.14 **Financial Proposal**

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

- Financial Return (see Section 5.14a)
- Donations/Giveaways (see Section 5.14b)
- Additional Financial Incentives (see Section 5.14c)

a. **Financial Return To UCF**. Please describe the financial return your company will remit to UCF for the operation of the UCF Bookstore, including the following:

- The minimum annual guarantee
- The commission schedule expressed as a percentage of Commissionable Sales (see definition, see next page)

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

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

- The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized University representatives.

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

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

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

- Additional Financial Incentives. Describe each type of additional financial incentive that your company would like UCF to consider along with the corresponding amount for each incentive (e.g., One-time payment for UCF's Unamortized Obligations, Textbook Scholarships, General Scholarships, etc.).

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

- IRS Revenue Procedure 97-13. The selected contractor will be required to submit payments to UCF that comply with IRS Revenue Procedure 97-13 regarding public use of bond financed facilities. Upon selection of a contractor, UCF will issue a contract that details payment terms as defined by IRS 97-13.

5.15 **Facility Investment**

- Describe your detailed facility plans and financial commitment to provide the University with state-of-the-art Bookstore facilities throughout the duration of the Agreement at the UCF Bookstore in the John T. Washington Center, the Campus Store in Knight's Plaza, and the Rosen College of Hospitality Management Bookstore as described in Section 4.13.

Contractors are required to provide a detailed description of their facility plans and capital investment for the UCF Bookstore in the John T. Washington Center, Campus Store in Knight's Plaza, and the Bookstore at the Rosen College of Hospitality Management.

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

5.16 **Technology**

- Describe your plans for computerization, automation, technology, point-of-sale systems (POS), as described in Section 4.10a, and explain how implementation of these plans will benefit the University, the Bookstore, and the UCF community.
- Website/E-Commerce Plans. Include a detailed description of your plans to offer the following:

- Course materials reservation program
 - Online textbook ordering program
 - Online textbook adoption program
 - Online buyback program
 - Registration integration program
 - Compliance to HEOA and HSB 7019 (i.e., textbook ISBN number availability, course materials affordability, etc.)
 - Online ordering program for general merchandise (i.e., emblematic clothing and gifts)
- c. Describe your plans to accept the University’s Campus Card as a tender type, which includes integration with the University’s Campus Card system.
- d. Include your estimated capital investment for technology/automation in the UCF Bookstore (excluding website development costs) and a timeline for your automation plans. The University will not buy out the undepreciated portion of the contractor’s technology investment at the termination of the contract.

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

5.17 **Transition Plan**

- a. Describe your transition/conversion plan that includes the following:
- Timeline and dates
 - Required or assumed University resources
 - Miscellaneous/other to include, but not limited to:
 - Communication and Marketing Plan
 - Engagement of Students
 - Faculty and Staff Engagement
 - Purchase of inventory (if Successful Respondent is not the incumbent)

5.18 **Additional Information**

- a. Provide the University with other information your company feels is pertinent.

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

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

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

SECTION 6: INVENTORY PURCHASE & EQUIPMENT USE

6.1 Inventory Purchase

The selected contractor (Successful Respondent) shall be required to purchase the Bookstore's current inventory at the current contractor's cost from the current contractor (incumbent). The selected contractor shall purchase the Bookstore's inventory as follows:

- New textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of course maximum enrollment at the actual cost to the current contractor (i.e., publisher's invoice cost).
- Used textbooks that have been adopted for an upcoming semester shall be purchased by the contractor up to the quantity of course maximum enrollment at the Bookstore's current new textbook retail price, less the standard industry purchase cost factor (e.g., fifty percent (50%) as of January 2017).
- All general books (e.g., trade books, reference books, technical books, etc.) in clean and saleable condition and less than 12 months old shall be purchased at invoice cost.
- All general merchandise in clean and saleable condition and less than 12 months old shall be purchased at invoice cost. General merchandise includes, but is not limited to; art supplies, school and office supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic clothing, gifts, greeting cards, convenience items, health and beauty aids (HBA's), graduation merchandise, Cafe products, etc.

6.2 Inventory Payment

The selected contractor (Successful Respondent) shall pay the current (incumbent) contractor for the Bookstore inventory within thirty (30) days from the commencement of this contract.

6.3 Inventory Purchase At End Of Contract

At the termination of this contract, or any extensions thereto, resulting from this ITN, the University or a subsequent contractor shall purchase the Bookstore inventory from this contractor in the same manner as outlined in Section 6.1.

All national textbook rental titles shall be collected by the current contractor (incumbent) at the termination of the contract and will remain the property of the current contractor (incumbent).

6.4 Furniture, Fixtures, And Equipment

The contractor shall have the option to use the existing furniture, fixtures, and equipment located within the Bookstore that are owned by the University at the commencement of the contract. Any University-owned furniture, fixtures, and equipment in the Bookstore which the contractor decides to no longer utilize in the operation of the Bookstore shall be turned over to the University.

The contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstore at its expense. At the termination of the contract, the contractor

shall return any University-owned furniture, fixtures, and equipment used to the University in the same condition as at the commencement of the contract, excepting normal wear and tear.

With respect to the furniture, fixtures, and equipment provided by the University, the University makes no implied or express warranties, including, but not limited to, the implied warranties of functionality and fitness for a particular purpose. Unless otherwise specifically agreed, all University furniture, fixtures, and equipment offered for the contractor's use is supplied in "as is" condition and the contractor shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the contract between the contractor and the University.

**APPENDIX I
EVALUATION SCORING SHEET**

NAME OF RESPONDENT/ COMPANY: _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

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

Evaluation Criteria	Max Points	Points Awarded
Experience, Qualifications, Resources and Services	150	
5.1 Company History And Background		
5.2 Operations Plan		
5.3 Customer Service		
5.4 Staffing / Personnel		
Textbook and Course Materials Programs	250	
5.5 Course Materials Program		
5.6 Course Materials Affordability / Pricing Policies /HB7019 compliance support (Pricing/Affordability Programs and Transparency)		
5.7 Textbook Rental Program / Used Textbook Program		
5.8 General Book Program		
Merchandising and Marketing Capabilities	150	
5.9 General Merchandise And Marketing Strategy		
5.10 Support Of UCF Athletics		
Financial Proposal and Incentives	350	
5.11 Tender Types / Discounts		
5.12 Financial Aid		
5.13 Financial Projections		
5.14 Financial Proposal		
5.15 Facility Investment		
5.16 Technology		
General Information	100	
5.17 Transition Plan		
5.18 Additional Information		
5.19 Conformance To ITN's Preferred Conditions And Requirements (Failure To Conform To ITN's General Conditions And Requirements May Result In Rejection Of Proposal)		
Total Possible Points	1000	

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

DATE: _____

APPENDIX II SUPPLEMENTAL OFFER SHEET

TERMS AND CONDITIONS

The Sections set forth below are to each be initialed, as YES for "understood and agreed upon" or NO for "not agreed to." Failure to complete and return this document with your offer could result in rejection of your offer, at UCF's sole discretion. Respondents shall not check sections as "understood and agreed upon" with the intent to negotiate a change to those sections/terms and conditions after tentative award of a contract resulting from this ITN. Respondents disagreeing with any term or condition of this ITN are to 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>RESPOND. INITIALS</u>
2.1 **Non-negotiable**	_____	_____	_____
2.2 **Non-negotiable**	_____	_____	_____
2.3 **Non-negotiable**	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6 **Non-negotiable**	_____	_____	_____
2.7	_____	_____	_____
2.8 **Non-negotiable**	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11 **Non-negotiable**	_____	_____	_____
2.12	_____	_____	_____
2.13 **Non-negotiable**	_____	_____	_____
2.14 **Non-negotiable**	_____	_____	_____
2.15	_____	_____	_____
2.16	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPOND. INITIALS</u>
2.17	_____	_____	_____
2.18 **Non-negotiable**	_____	_____	_____
2.19	_____	_____	_____
2.20 **Non-negotiable**	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27 **Non-negotiable**	_____	_____	_____
2.28 **Non-negotiable**	_____	_____	_____
2.29	_____	_____	_____
2.30 **Non-negotiable**	_____	_____	_____
2.31 **Non-negotiable**	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35 **Non-negotiable**	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____
2.39 **Non-negotiable**	_____	_____	_____
2.40	_____	_____	_____
2.41	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPOND. INITIALS</u>
2.42 **Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
2.51	_____	_____	_____
2.52 **Non-negotiable**	_____	_____	_____
2.53 **Non-negotiable**	_____	_____	_____
3.0	_____	_____	_____
4.0	_____	_____	_____
5.0	_____	_____	_____
6.0	_____	_____	_____
Appendix I	_____	_____	_____
Appendix II	_____	_____	_____
Appendix III	_____	_____	_____
Appendix IV	_____	_____	_____
Appendix V	_____	_____	_____
Appendix VI	_____	_____	_____
Appendix VII	_____	_____	_____
Appendix VIII	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPOND. INITIALS</u>
Appendix IX	_____	_____	_____
Attach. A **Non-negotiable**	_____	_____	_____

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX III
CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

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

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-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 III
CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - CONTRACTOR'S AGREEMENTS

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

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

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

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

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

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX IV
COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.

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

CERTIFICATION

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

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX V SECURE HANDLING OF UCF DATA

Secure protection and handling of data by vendors and third parties

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

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

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

Related Documents:

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

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

Company: _____

Authorized Representative’s Name: _____

Authorized Representative’s Signature: _____

Date: _____

**APPENDIX VI
BONFIRE SUBMISSIONS**

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

**1. Prepare your submission materials:
Requested Information**

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

Requested Documents:

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

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

2. Upload your submission at:

<https://ucfpurchasing.bonfirehub.com/opportunities/2302>

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

Important Notes:

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

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

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

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

Need Help?

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

Appendix VII

Payment Card Industry Data Security Standards (PCI DSS)

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

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

Related Links:

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

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

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

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

Appendix VIII
MINIMUM SECURITY REQUIREMENTS
CLOUD COMPUTING SERVICE PROVIDERS

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

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

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

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

Company: _____

Authorized Representative’s Name: _____

Authorized Representative’s Signature: _____

Date: _____

Appendix IX
THIRD-PARTY DATA SECURITY ASSURANCE QUESTIONNAIRE

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

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

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

**ATTACHMENT A
UCF BOOKSTORE
FINANCIAL OFFER FORM**

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

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

Year 1 (%) _____
Year 2 (%) _____
Year 3 (%) _____
Year 4 (%) _____
Year 5 (%) _____
Year 6 (%) _____
Year 7 (%) _____
Year 8 (%) _____
Year 9 (%) _____
Year 10 (%) _____

2. MINIMUM ANNUAL GUARANTEE:

Year 1 (\$) _____
Year 2 (\$) _____
Year 3 (\$) _____
Year 4 (\$) _____
Year 5 (\$) _____
Year 6 (\$) _____
Year 7 (\$) _____
Year 8 (\$) _____
Year 9 (\$) _____
Year 10 (\$) _____

(Note: The Contractor shall pay the University the greater of the Minimum Annual Guarantee or the Commission as a Percent Of Commissionable Sales.)

3a. DONATIONS / GIVEAWAYS: List the annual amount of merchandise donations, giveaways, etc., that your company will provide to UCF.

Year 1 (\$) _____

Year 2 (\$) _____

Year 3 (\$) _____

Year 4 (\$) _____

Year 5 (\$) _____

Year 6 (\$) _____

Year 7 (\$) _____

Year 8 (\$) _____

Year 9 (\$) _____

Year 10 (\$) _____

3b. Department purchases discount (4.9d) (%) _____ percent

Faculty/Staff purchases discount (4.9e) (%) _____ percent

4. ADDITIONAL FINANCIAL INCENTIVES: Describe each type of additional financial incentive that your company would like UCF to consider along with the corresponding amount for each incentive, (e.g., One-time payment for UCF's Unamortized Obligations, Textbook Scholarships, General Scholarships, etc.).

Year 1 (\$) _____

Year 2 (\$) _____

Year 3 (\$) _____

Year 4 (\$) _____

Year 5 (\$) _____

Year 6 (\$) _____

Year 7 (\$) _____

Year 8 (\$) _____

Year 9 (\$) _____

Year 10 (\$) _____

5. FACILITY INVESTMENT:
(Depreciated on a straight-line basis over ten (10) years)

Bookstore-
Washington
Center (\$) _____

Campus Store
Knight's
Plaza (\$) _____

Bookstore-
Rosen (\$) _____

**TOTAL
FACILITY
INVESTMENT** _____

6. TECHNOLOGY INVESTMENT:

(\$) _____

7. ATHLETIC EVENTS COMMISSION: The contractor shall pay the University a commission for all sales generated at UCF athletic events and from sales on the UCF Athletic Website.

COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

Year 1 (%) _____

Year 2 (%) _____

Year 3 (%) _____

Year 4 (%) _____

Year 5 (%) _____

Year 6 (%) _____

Year 7 (%) _____

Year 8 (%) _____

Year 9 (%) _____

Year 10 (%) _____

8. UTILITIES EXPENSES: The contractor shall reimburse the University on a monthly basis for utilities expenses for the John T. Washington Center Bookstore and the Knight's Plaza Campus Store.

PROPOSAL SUBMITTED BY:

Company:

Authorized Signature:

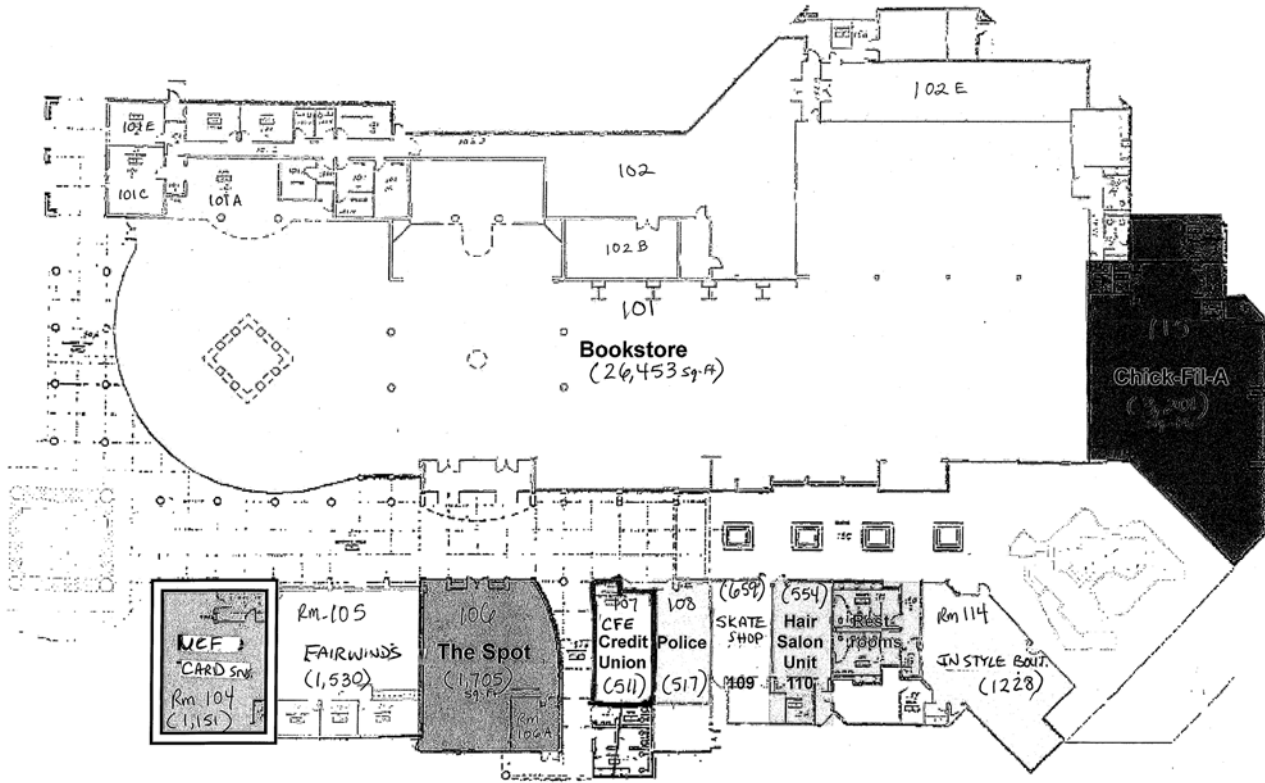
Signer's Printed Name:

Title:

Date:

ATTACHMENT B FACILITY FLOOR PLANS

JTWC 3/18/16



Total Sq-ft
37,509

