

SUBMIT PROPOSAL TO: PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu		University of Central Florida REQUEST FOR PROPOSAL Contractual Services Acknowledgement Form	
Page 1 of	Pages	PROPOSALS WILL BE OPENED May 04, 2010; 2:00pm and may not be withdrawn within 120 days after such date and time.	PROPOSAL NO: 1024ZCSA
UNIVERSITY MAILING DATE: March 26, 2010		PROPOSAL TITLE: Health Sciences Campus (HSC) at Lake Nona Café Food Service	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO PROPOSAL	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE			
AREA CODE	TELEPHONE NO.	POSTING OF PROPOSAL TABULATIONS Proposal tabulations with intended award(s) will be posted for review by interested parties at the location where the proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.	
	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 proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal 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 proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the proposer offers and agrees that if the proposal is accepted, the proposer 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 proposer.

to respond without justification may be cause for removal of the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.

GENERAL CONDITIONS

1. SEALED PROPOSALS: All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

2. EXECUTION OF PROPOSAL: Proposal must contain a manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed. The company name and F.E.I.D. or social security number must appear on each pricing page of the proposal as required.

3. NO PROPOSAL SUBMITTED: If not submitting a proposal, respond by returning only this proposer acknowledgment form, marking it "NO PROPOSAL," and explain the reason in the space provided above. Failure

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

4. **PROPOSAL OPENING:** Shall be public, on the date, location and the time specified on the proposal form. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A proposal may not be altered after opening of the proposals unless allowed by the Director of Purchasing in accordance with the rules of negotiation.

5. **PRICES, TERMS AND PAYMENT:** Firm prices shall be proposed and include all services rendered to the purchaser.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

(b) **DISCOUNTS:** Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

(c) **MISTAKES:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the proposer's risk.

(d) **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 preaudit and postaudit. 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 Sections 112.061 and 287.058 F.S. 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: In accordance with UCF Policy 3-208, available on-line at <http://www.ucf.edu/president/policies.php>. 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 is Elsa Dantes and can be contacted at (407) 882-1040; email at edantes@mail.ucf.edu or by mail at the address in paragraph 4.(d) above.

The ombudsman shall review the circumstances surrounding non-payment and apply the rules outlined in the UCF Prompt Payment Compliance policy 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.

(e) **Annual Appropriations:** The University's performance and obligations to pay under this contract are contingent upon an annual appropriation by the Legislature.

6. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the University of Central Florida, or any of its agencies. Further, all proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation, or develops a program for future implementation shall be eligible to contract

with the University of Central Florida for any dealing with that specific subject matter in accordance with chapter 255, F.S. Proposers must disclose with their proposal any such conflict of interest.

7. **AWARDS:** As the best interest of the University of Central Florida may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

8. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal or performance of the items offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University of Central Florida reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

9. **LEGAL REQUIREMENTS:** Applicable provision of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the University of Central Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any proposers shall not constitute a cognizable defense against the legal effect thereof.

10. **ADVERTISING:** In submitting a proposal, the proposer agrees not to use the results therefrom as a part of any commercial advertising.

11. **ASSIGNMENT:** Any Contract or Purchase Order issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

12. **LIABILITY:** The supplier shall hold and save the University, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

13. **FACILITIES:** The University reserves the right to inspect the proposer's facilities at any time with prior notice.

14. **PUBLIC RECORDS:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

15. **EQUAL EMPLOYMENT OPPORTUNITY:** The nondiscrimination clause contained in Section 202, Executive Order 11246 as amended by Executive Order 11375 relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

16. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:

- (a) Contractor's name being removed from the Purchasing Department vendor mailing list
- (b) All State agencies being advised not to do business with the contractors without written approval of the Purchasing Department.

17. **CANCELLATION:** The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. UCF Form RFP 10/08



UNIVERSITY OF CENTRAL FLORIDA

REQUEST FOR PROPOSAL NUMBER 1024ZCSA

FOR

Health Sciences Campus (HSC) at Lake Nona Café Food Service

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EXHIBIT – B	MEDICAL EDUCATION BUILDING – SITE LOCATION
EXHIBIT – C	FOOD SERVICE CAFÉ LOCATION – FLOOR PLAN
EXHIBIT – D	EQUIPMENT LISTING
EXHIBIT – E	COCA-COLA AGREEMENT (UCF)
EXHIBIT – F	PHOTOS OF FACILITY

1.0 INTRODUCTION

1.1. Statement of Objective

The objective of this Request for Proposal (RFP) is to enable the University of Central Florida's (UCF) College of Medicine, Health Sciences Campus (HSC) at Lake Nona to solicit from established food service providers a creative, healthy food service vendor for students, faculty, staff, and visitors at the new café located in the medical education building. In addition to a menu of creative healthy foods which would include vegetarian and vegan options, the selected vendor may be requested, on an occasional basis, to supplement the menu to tie into the delivery of the medical school curriculum. The manner of service, menu selection, product presentation, and price to the consumer shall be subject to the approval of and acceptance to the College of Medicine (COM).

The Successful Proposer, if any, will enter into a contract with UCF that provides for the performance of all the mandatory conditions and requirements in this RFP and any proposed conditions and requirements that UCF, prefers in this RFP or that UCF, determines are in UCF HSC COM's best interest.

1.2. Contract Award

- A. UCF intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the criteria in this solicitation.
- B. UCF may reject any or all proposals if such action is in UCF HSC COM's best interest.
- C. UCF may waive informalities and minor irregularities in proposals received.
- D. UCF reserves the right to evaluate proposals and award a contract without negotiations with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the highest ranked offeror(s).
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF HSC COM's best interest to do so.
- H. A written notice of award will be sent to the successful offeror(s).

1.3. UCF Environment

The Health Sciences Campus (HSC) Café Food Service at Lake Nona is being established to provide a creative healthy food service with basic food fare, which would include vegetarian and vegan options, in a grab-and-go environment for students, faculty, staff, and visitors at the new café located in the medical education building.

The College of Medicine (COM) wishes to enhance and create a unique dining environment by directly partnering with a food services company to provide a selection of food with an emphasis on health and wellness. On an occasional basis the vendor may be asked to work collaboratively with the COM nutritionist to provide special menu items that tie into the medical school curriculum.

Dining/Café Area Identified:

The College of Medicine located on the Health Sciences Campus (HSC) at Lake Nona, established in 2006 by the Board of Governors. The first building on the new campus is the Burnett Biomedical Sciences Building. A 200,000 square foot research building which also houses MD Anderson Cancer Research on the 5th floor. At full capacity the biomedical building will house approximately 425 scientists, researchers, students, and administrative personnel.

The Medical Education building scheduled to open July 2010 is 170,000 square feet and will eventually house approximately 440 faculty, staff and students. The College of Medicine will be a four-year curriculum that will eventually produce about 120 graduates each year. The dining/café facility will be located on the ground floor.

The Health Sciences Campus at Lake Nona will eventually have between 1.5 to 2.0 million square feet of world-class sciences, health and research programs .

Medical Education Building Cafeteria Fact Sheet:

1. Projected opening date: July 2010
2. Proposed hours of operation: Monday through Friday, 7:00AM – 2:00PM
On occasion nights and weekends may be required with hours to be negotiated in advance.
3. Approximate total square footage: 2073
 - a) Commons Café - 688 sq. ft.
 - b) Served – 809 sq. ft.
 - c) Kitchen – 474 sq. ft.
 - d) Refrigerator – 137 sq. ft.
 - e) Storage – 51 sq. ft.
 - f) Office – 51 sq. ft.
4. Seating:
 - a) 15 tables and 60 chairs plus 4 high-top bar seating.
 - b) Additional seating is available out of doors in Piazza area
 - c) The Medical Education building hosts four lecture halls; one large hall with capacity for 340, two medium halls with capacity for 180 each, and one small lecture hall with capacity for approximately 65 guests. There will be times that these halls may be fully occupied with guest speakers, visitors, and guests attending. It is anticipated that events held in the lecture halls will have an impact on the vendor sales and anticipated food service needs on these occasions.
5. Gas and electrical metered separately.
6. Vendor will be responsible for payment of all utilities.
7. Vendor will be responsible for all small wares.
8. Loading dock is located adjacent to the café with direct access to the cafeteria (*Note this on the floor plan*). See Exhibit D – Equipment Listing – for description of all brand new equipment installed.

1.4. General Conditions

A. Statement of expectations

HSC COM seeks a comprehensive corporate partnership arrangement to include the provision of food services with some catering at the Health Sciences Campus at Lake Nona in the medical education building. The primary objective is to provide for the furnishing of creative healthy food services to the students, faculty, staff, and visitors of the campus utilizing the new café facility in the medical education building that has been outfitted with the latest in commercial equipment (See Exhibit-D Equipment List).

B. Exclusions

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

C. Additional Considerations

1. Pricing: Pricing will be reviewed annually to insure a high level of service to the Campus and fair return to the vendor. Any and all increases in vendor pricing or amendments to this agreement, must be approved by UCF.
2. Menu: The Vendor will work closely and collaboratively with the COM to develop an appetizing, reasonably priced, selection of menu items including vegetarian and vegan options. The menu shall be coordinated with the College of Medicine's Nutritionist and tied to the curriculum on an as needed basis. COM will require nutritional values and content to be displayed for all menu items. Where applicable UCF COM would encourage the selected vendor to utilize Fair Trade opportunities for products and goods used and sold in the Café.
3. Special Events and/or Promotions: UCF COM reserves the right, on a limited basis, to allow another vendor supplemental food or beverage rights for a special event or promotion.
4. Furniture, Fixtures and Equipment: See Exhibit D for furnishings and equipment provided by UCF COM. Vendor will be responsible for cosmetic appearance and cleanliness of all Café furniture, fixtures, and equipment.
5. Signage: Vendor may not post or permit signs to be posted unless approved by Lake Nona and UCF.
6. Phone/Data: Vendor will be responsible for all monthly phone and data port charges. UCF COM utilizes UCF Telecommunications for its internal phone system and the vendor will be required to establish an account with that department for reoccurring charges. The vendor is responsible for any third party installations or charges for external service providers, if applicable.
7. Vendor will procure and provide insurance and all licenses/permits necessary for operations. The license held shall have the ability to provide catering services as requested.
8. The Vendor will provide royalty payment and sales report monthly. At the end of the fiscal year vendor will furnish a complete end of the year accounting summary.
9. Any subcontracting of food service or support needs to be approved and coordinated through the contract administrator.
10. UCF currently has an exclusive agreement with Coca-Cola Corp. for all beverages (Exhibit – E) with the exception of:
 - Fresh milk;
 - Hot tea and coffee;
 - Milkshakes and smoothies;
 - Fresh orange and grapefruit juice.

11. It is anticipated that during the term of this agreement, the university will be requesting proposals from major beverage companies for university-wide pouring rights. Should exclusive beverage rights be awarded, the vendor must be able to change brands of beverages and snack products served at the concession areas to conform to any agreement signed by the university.

E. Quality of Service

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

All food sold or kept for sale, shall be first quality, wholesome, and pure. No imitation, adulterated or misbranded article shall be sold or kept for sale, and all merchandise kept on hand shall be sorted and handled with due regard for sanitation. Leftover or expired merchandise shall not be sold at any time with the exception of various sundries, pre-packaged with labeled preparation and expiration may be acceptable.

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

UCF shall have the right to reject the type of service and the quality of food and drink products and requires that undesirable elements of service, food and drink be discontinued or remedied. Failure of the vendor to take appropriate action after notification, in writing or verbal, from UCF may result in the cancellation of the contract.

F. Cleaning and Maintenance

The vendor shall keep neat, clean, and in a sanitary condition all premises and the surrounding areas (see Exhibits – B and C). All refuse and waste materials created by the vendor's operations shall be promptly disposed of after the close of business each day. Waste foods will be kept in closed containers until removed from the facility.

G. Cafeteria Employees

The vendor shall see to it that all employees are neatly and cleanly uniformed, at the expense of the vendor. Employees shall at all times reflect personal cleanliness. Unkempt and unclean employees shall not be acceptable. Vendor must at all times adhere to the highest standard of hygiene in accordance with Department of Health regulations.

H. The vendor will be responsible for the maintenance and repair of all food service equipment. This is to include stand-alone and built in equipment such as hoods and walk-in coolers. In addition the vendor is required to perform and provide semi-annual maintenance schedules for hoods, refrigerated equipment and grease traps.

I. Selected vendor is responsible for all Point of Sale (POS) equipment. Equipment must be able to take cash, credit, and debit transactions. All payment systems must be PCI compliant.

2.0 GENERAL CONDITIONS

2.1. Authorized UCF Representative/Public Notices/UCF Discretion

Proposer's response to this RFP and any communications and/or inquiries by Proposer during this RFP process must 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 and mailed and/or transmitted by facsimile to all Proposers. UCF shall not accept or consider any written or other communications and/or inquiries (except a Proposal) made between the date of this deadline and the posting of an award, if any, under this RFP.

Mr. Gregory D. Robinson
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
grobinso@mail.ucf.edu
PH: 407-823-2661
Fax: 407-823-5551

Advance notice of public meetings regarding this RFP, if UCF determines in its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway. UCF reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. UCF also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal 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 HSC determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this RFP. All listed times are local time in Orlando, Florida.

Date/Time	Action
03/26/2010	Request for Proposal advertised
03/26/2010	Request for Proposal released
04/15/2010	Pre-Proposal Conference @ 10:00am
04/23/2010 2:00pm	Last day to submit questions and/or inquiries in writing only; preferably by email to Mr. Greg Robinson (see section 2.1)
04/28/2010	Responses to questions and Addenda, if any, mailed to Proposers
05/04/2010	Deadline for Proposal submission at 2:00p.m. (RFP opening)

2.3. Proposer Communications and/or Inquiries

A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if UCF's

conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this RFP, the Proposer believes there are any conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. The Proposer also must 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 RFP must be received by UCF no later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries.

The Proposer's failure to communicate, inquire, or request changes by the date described above shall be considered to constitute the Proposer's acceptance of all of UCF's conditions and requirements. Proposers shall not be silent on concerned conditions and requirements before the deadline identified in this section and section 2.2 with the hope of negotiating a change to those conditions and requirements after tentative award of a contract resulting from this RFP.

Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to the deadline identified in this section. In the event said differences are not resolved prior to submitting a proposal, proposer must so indicate on Appendix II, Conditions and Requirements Supplemental Proposal Sheet the specific RFP section in dispute, and provide a clear and detailed reason for the dispute and a solution to the dispute, in their proposal. Clearly annotate on Appendix II next to the disputed section number where that particular dispute discussion is located in the proposal, and submit said Appendix II with the proposal.

Failure to submit Appendix II showing disputed sections, if any, and/or clear and detailed reason for the dispute, if any, with your proposal shall be grounds for rejection of that proposal. UCF will attempt to negotiate resolution of any unresolved disputes with the tentative awardee of any contract resulting from this RFP. If the university, after attempting to negotiate a resolution to the terms and conditions or any other dispute determines there are no reasonable agreeable resolution, shall in the universities sole discretion exercise its rights to reject the tentative awardee's proposal and proceed to negotiate with the next highest ranked proposer.

UCF shall in its sole discretion determine what requested changes to this RFP and the resulting agreement are acceptable. UCF shall issue an Addendum reflecting the acceptable changes to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

- B. Any communications, questions and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to the individual identified in Section 2.1 not later April 23, 2010 2:00p.m. Eastern Time as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

2.4. Proposers' Conference and Cafe Plan Review

A Pre-proposal conference and Café plan review will be conducted on April 04, 2010 at 10:00am in the Purchasing conference room located at UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826. This will include an overview of the College of Medical

Education, Café facilities, as well as a plan review. Contact person will be Nancy Knobbs (407) 823-0492.

2.5. Written Addenda

Written Addenda to this RFP along with an Addenda Acknowledgment Form will be mailed to all Proposers. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Proposer, dated and returned with the proposal.

2.6. Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, "Required Proposal Format". Proposals are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than 2:00pm on May 04, 2010 according to the time clock in UCF's Purchasing Department. Proposals or amendments to proposals that arrive after 2:00pm on May 04, 2010 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. At 2:00pm on May 04, 2010, all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If it elects to mail in its proposal package, the Proposer must allow sufficient time to ensure UCF's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at UCF's Purchasing Department no later than 2:00pm on May 04, 2010.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: RFP 1024ZCSA UCF Health Sciences Campus at Lake Nona Café Food Service. The proposal must be submitted in one (1) original and six (6) **copies**. Each proposal package must contain an electronic version of the proposal on CD. Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled "REQUEST FOR PROPOSAL ACKNOWLEDGMENT FORM (Form RFP/CS)." The copy containing the original signature must be marked "ORIGINAL."

2.7. Proposal Opening Date

Proposals will be opened in UCF's Purchasing Department on the date and at the time shown in Section 2.2, "Calendar of Events."

2.8. Evaluation Criteria and Selection Process

A. UCF reserves the right to conduct negotiations if the decision maker (Associate Dean his/her written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the UCF College of Medicine. Discussions with offerors after receipt of a proposal do not constitute a rejection or counteroffer by UCF.

- B. UCF reserves the right to conduct negotiations with the highest ranked offeror(s). In the event the decision maker determines it to be in UCF HSC COM's best interest to enter into negotiations, he/she after receiving the advice and consent of the Purchasing Director shall:
1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of proposals. The committee will review all responsive proposals and develop a ranked order of offerors 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 proposals;
 3. Ensure consistency among the solicitation requirements, notices to offerors, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Consider the recommendations of the evaluation committee in determining which proposer(s) to enter into negotiations; and
 6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will invite the highest ranked offeror(s) falling within the desired competitive range to enter into negotiations.
- C. All proposals shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. The committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the RFP or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the RFP's subject matter. The Associate Dean of the College of Medicine or his/her written designee(s) will appoint the evaluation committee members. Committee members, at the discretion of the Associate Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. This privilege shall be rescinded upon opening of the proposals. After proposal opening, each evaluation committee member shall function independently of all 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 RFP and any aspect thereof including, without limitation, the proposals and their content with any other individual whatsoever. After thoroughly reading and reviewing this RFP, each evaluation committee member shall conduct an independent evaluation of the proposals in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Criteria	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	20
2. PLAN FOR PROVIDING SERVICES	40
3. COMPENSATION PACKAGE	15

4. REFERENCES	20
5. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE OF WORK AND GENERAL CONDITIONS CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	5
Evaluation of Responses Point Total	100

Each evaluation committee member must independently score, in writing, each proposal on the form depicted in APPENDIX I. Each evaluation committee member shall enter comments, if any, regarding the proposal and then sign the completed score forms and deliver them, in a sealed envelope, to Greg Robinson, who will forward copies to the Associate Dean of the College of Medicine (COM) or his/her designee. At the time of such delivery to Greg Robinson, the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by the Associate Dean of COM.

The Associate Dean of COM shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the RFP, the proposals, and committee members' scoring forms. While not bound to them, the Associate Dean of COM may give deference to the scoring forms. Based on what the Associate Dean of COM determines is in the best interest of UCF HSC COM, the Associate Dean of COM will then make the final decision whether or not to recommend the award of a contract to a Proposer to this RFP, negotiate with the highest ranked proposer(s) or cancel the RFP.

The Associate Dean of COM may, at any time during this RFP process, assign one (1) or more UCF HSC COM staff member(s) to assist the Associate Dean of COM reviewing prior to his/her decision-making in this process. UCF HSC COM is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or highest commission proposed. UCF HSC COM reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that UCF HSC COM, in its sole discretion, determines is in UCF HSC COM's best interest.

2.9. Posting of Recommended Selection

The recommendation to award a contract, if any, to a Proposer(s) to this RFP will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer 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 file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation..
 - C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.
 - D. In addition to all other conditions and requirements of this RFP, UCF shall not be obligated to pay for information obtained from or through the Proposer.

2.10. Proposal Validity Period

Any submitted proposal, shall in its entirety, remain a valid proposal for 120 days after the proposal submission date.

2.11. Disposition of Proposals

All proposals 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 proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to UCF with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. UCF's selection or rejection of a proposal will not affect this exemption.

2.12. Economy of Presentation

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

2.13. Restricted Discussions/Submissions

From the date of issuance of the RFP until UCF announces its intent to negotiate, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of UCF except as expressly requested by UCF in writing. Violation of this restriction will result in REJECTION of the Proposer's proposal.

2.14. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Proposer 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 RFP 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 Proposer that are signed in writing and delivered on a timely basis, i.e., not later than 2:00pm. On April 15, 2010, will be recognized by UCF as duly authorized expressions on behalf of the Proposer.

2.15. State Licensing Requirements

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to UCF when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State's Office at (904) 488-9000.

2.16. Parking

The successful Proposer, if any is selected by UCF, shall ensure that all vehicles parked on campus for purposes relating to work resulting from this RFP shall have proper parking permits. All vehicles must be registered with UCF's Parking Services Department, and Proposer must purchase parking permits. Proposer's vehicles shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all UCF's parking rules and regulations could result in tickets and/or towing at the expense of Proposer or Proposer's employee. For additional parking information, contact UCF's Parking Services Department at (407) 823-5812. Or visit their website: <http://parking.ucf.edu/>

2.17. Definitions

UCF'S Contract Administrator - The University's designated liaison with the Proposer. In this matter UCF HSC's Contract Administrator will be Mr. Greg Robinson .

Proposer - Anyone who submits a timely proposal in response to this RFP.

Successful Proposer/Contractor - The firm or individual who is the recommended recipient of the award of a contract under this RFP.

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

Project Manager - After contract award a liaison from the user department will oversee the contractor's performance and report as needed to the contract administrator. The Project Manager is Ms. Barbara O'Hara.

2.18. Procurement Rules

- A. UCF has established for purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by UCF. A deviation is material if, in UCF's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.
- B. The words "should" or "may" are equivalent in this RFP 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 proposal, but may result in the proposal being considered as not in the best interest of UCF.
- C. The Proposer must agree to abide by each mandatory condition and requirement included in this RFP as cited in section 2.3. Also, the Proposer must initial the designated item, using APPENDIX II, indicating that this section has been understood and agreed or disagree upon.
- D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer's errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for UCF's REJECTION of the proposal.

2.19. Force Majeure

No default, delay or failure to perform on the part of UCF 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 either 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 reasonable control, any date or times by which either party 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.

2.20. Limitation of Remedies, Indemnification, and Insurance

- A. The Attorney General of the State of Florida has rendered an opinion that agencies of the State of Florida cannot contractually limit the State's right to redress. Consequently, any proposal by Proposer to limit the Proposer's liabilities to the State or to limit the State's remedies against the Proposer is unacceptable and will result in the REJECTION of the Proposer's proposal.
- B. As an agency of the State of Florida, UCF's liability is regulated by Florida law. Except for its' employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations under this RFP and the resulting contract, if any, shall be effective only to the extent required by Florida law; and any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

Under this RFP and the resulting contract, if any, the Proposer must hold UCF and those in privity with UCF, and their 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 and omissions of the Proposer and those under the Proposer's supervision and control; provided, however, such indemnification shall not include any amounts for consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.

- C. The Proposer shall obtain, maintain, and pay for insurance in the categories listed in the following insurance schedule. It is not the intent of this schedule to limit the types of insurance otherwise required by this RFP or that which the Proposer may desire to obtain. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer's operations under the contract resulting from this RFP, if any, and shall be effective throughout the effective period of such contract. UCF, its Board of Trustees, the Florida Department of Education, and the State of Florida, shall be included as additional named insureds on each of Proposer's policies. **The Proposer shall furnish UCF proof of Proposer's insurance coverage by original ACORD certificates of insurance no later than five (5) days after the contract resulting from this RFP, if any, is executed. Before commencement of work under the contract resulting from this RFP, if any, the Proposer shall submit evidence that it and all of its subcontractors, if any, have obtained full insurance coverage set forth in the following schedule.** See also Section 2.30 below entitled "Subcontracts." UCF shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any of Proposer's or Proposer's subcontractors' insurance policies. The payment of such deductible shall be the sole responsibility of the Proposer and/or Proposer's subcontractor that obtained the insurance. The Proposer shall always promptly notify UCF of any change in insurance coverage or carrier by it or any of its subcontractors. See also Section 2.30 entitled "Subcontracts."

SCHEDULE:

Policy	Coverage
(a) Worker's Compensation	Statutory
(b) *Comprehensive General Liability Insurance:	
(1) Bodily Injury Liability	\$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(c) Comprehensive Automobile Liability Insurance:	
(1) Bodily Injury Liability	\$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(d) Excess Umbrella Liability	
(1) Combined Single Limit Bodily Injury	\$3,000,000 each occurrence
(2) Injury and/or Property Damage	\$3,000,000 aggregate
(e) *Comprehensive Liability to include but not be limited to:	
(1) Consumption or Use of Products	
(2) Existence of Vehicles, Equipment or Machines on Location	

(3) Contractual Obligations to Customers

- D. **WORKER'S COMPENSATION:** During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.21. Term of Contract

The contract resulting from this RFP, if any, will be for a three (3) year period beginning approximately **July 1, 2010**, with UCF and the selected service provider having the option to renew for an additional two (2) one (1) year period(s) pending mutual consent.

2.22. Cancellation /Termination of Contract

Any contract established as a result of this RFP may be unilaterally canceled by UCF for refusal by Proposer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with this RFP or the resulting contract. UCF also may terminate such contract resulting from this RFP, if any, without cause on thirty (30) days advanced written notice to the Proposer. The parties to such contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate such contract immediately and also for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

2.23. Assignment and Amendment of Contract

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

2.24. Independent Parties

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

2.25. Performance Investigations

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

2.26. Severability

If any provision of the contract resulting from this RFP, 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.

2.27. Notices

All notices and all other matters pertaining to the contract resulting from this RFP, if any, to a party shall be in writing, shall be hand delivered, or sent by 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 RFP.

2.28. Governing Law and Venue

This RFP and resulting contract, if any, and any disputes there under 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 Proposer hereby agree that this RFP 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.

2.29. Liaison

UCF's liaison with the successful Proposer, if any, shall be Ms. Barbara O'Hara.

2.30. Subcontracts

The Proposer is fully responsible for all work performed under the contract resulting from this RFP, if any. The Proposer may, with the prior written consent of UCF, enter into written subcontract(s) for performance of certain of its functions under such contract. The subcontractors and the amount of the subcontract(s) shall be identified in the Proposer's response to this RFP. No subcontract shall be implemented or effective until approved in writing by UCF. No subcontract(s), which the Proposer enters into under the contract resulting from this RFP, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer 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 Proposer.

2.31. Employment of UCF Personnel

The Proposer 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 RFP 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.

2.32. 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. Proposer 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 RFP, if any, regardless of value.
- B. The Proposer, if any, awarded a contract under this RFP shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Proposer anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, Proposer must complete a Certificate of Non-Segregated Facilities form and attach the form to the proposal. A sample certificate is attached as **APPENDIX III**.
- D. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Proposer anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this RFP, and employs more than 50 people, the Proposer must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Proposers shall identify their company's government classification at time of proposal submittal (See UCF Form RFP/CS: RFP acknowledgement cover page). Proposer's identity will not foster special consideration during this RFP process; this is only for informational purposes for reporting.

2.33. Waiver of Rights and Breaches

No right conferred on UCF by this RFP or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by UCF's signatory. UCF's waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

2.34. Headings Not Controlling

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

2.35. Employee Involvement/Covenant Against Contingent Fees

In accordance with Section 112.3185, Florida Statutes, the Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer 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 RFP or goods or services thereunder. Violation of this section by Proposer shall be grounds for cancellation of such contract. The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP 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 Proposer'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 Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, UCF shall, subject to Proposer's rights under Chapter 120, Florida Statutes, have the right, at its option, to annul any contract resulting from this RFP 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.

2.36. Site Rules and Regulations

Proposer 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.

2.37. Travel Expense

Proposer shall not under this RFP 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, Proposer may be authorized to incur travel expenses payable by UCF to the extent and means provided by Sections 287.058(1) and 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

2.38. Annual Appropriations

UCF's performance and obligation to pay under any contract resulting from this RFP will be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). UCF shall give notice to Proposer of the non-availability of such funds when UCF has knowledge thereof. Upon receipt of such notice by Proposer, Proposer shall be entitled to payment only for those services performed prior to the date notice is received.

2.39. Taxes

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

2.40. Contractual Precedence

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

- A. University's RFP and RFP specifications;
- B. the Agreement;
- C. Proposer's RFP response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

2.41. Use of Contract by Other Governmental Agencies:

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

3.0 REQUIRED PROPOSAL FORMAT

3.1. Introduction

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

To facilitate analysis of its proposal, the Proposer must prepare its proposal in accordance with the instructions outlined in this section. If Proposer's proposal deviates from these instructions, such proposal may, in UCF's sole discretion, be REJECTED.

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

3.2. Proposal Sections

The Proposer shall organize its proposal into the following major sections.

1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER:

- a) The Proposer shall provide a general statement of experience, which shall include a verifiable statement and description of the Proposer's experience in providing food services to a university and/or medical facility. The statement also shall provide a list of current client

- accounts which are located in the United States. Client account information shall include contact name, address, phone number, length of service, and dollar volume of each account.
- b) Ability of Proposer's organization to meet the HSC COM's needs. List primary officers and support staff of the organization.
 - c) The Proposer will provide a chart of the companies organization and a description of corporate structure and chain of ownership of company to ultimate parent corporation, and all subsidiaries. List total number of employees, include job titles. Indicate experience of individual(s) who will be assigned to the HSC COM account; include resume(s).
 - d) Number of years experience in providing food service as described in paragraph 1.C above. At least three (3) years of experience is required.
 - e) Please provide detail of licenses and catering abilities.

2. PLAN FOR PROVIDING SERVICES:

- a) The Proposer shall present evidence of the firms' capabilities to provide the service and support outlined.
 - Proposer will provide a healthy and varied menu, including a traditional menu of grilled breakfast and lunch selections. The menu shall also include fresh, prepared and pre-packaged foods, fruits, vegetables, chips, snacks, canned and bottled drinks and various sundries.
 - The College of Medicine may from time to time have fundraiser events, annual picnics and holiday parties. Such events may not be the basis of any claim for lost sales, if the COM utilizes other outside vendors.
 - Proposer will provide a complete description of menu offerings to be sold. Proposer should also describe any proposed promotions, specials, or other food service innovations that it intends to implement to encourage and foster business.
- b) Proposer shall submit a detailed plan for the operation and management of the HSC COM Café.
- c) Proposer may provide additional statements and information which support its proposal. The HSC COM is particularly interested in innovative solutions in the provision and support of the Café operations.
- d) Proposer will provide a sample of a healthy, creative, and varied menu, that includes a thirty (30) day meal rotation menu selection that emphasizes health and wellness in support of a medical school curriculum. COM will require nutritional values and content to be displayed. In addition provide a varied menu specifically emphasizing themed health related issues; i.e. heart, diabetes, etc.

3. COMPENSATION PACKAGE:

The proposal must contain an offer to pay royalty fee to the HSC COM for food service rights at the HSC COM Café. The offer must be in the form of a percentage of gross sales less sales tax on all items sold. Also provide a tiered approach based on a three (3) year contract with two (2) one (1) year renewals. Proposers are encouraged to provide innovative compensation packages. The HSC COM is open to unique and creative ways to increase participation and usage to further support the financial requirements of the Proposer.

4. REFERENCES:

Additionally please provide a minimum of three (3) current references from the United States, preferably other educational and/or medical institutions of comparable size and type of operation

to HSC COM. Include complete name, address, telephone number, and contact person. The statement shall list clients accounts lost through early termination or non renewal over the past three years. Include contact name and phone number, length of service of each account, and reason for loss. Finally the statement must list retail, educational and/or medical acquired accounts over the past three years. Include contact name and phone number and date account acquired.

4.0. OTHER REQUIREMENTS

A sample copy of UCF's standard contractual agreement, which is the instrument used to bind the parties, can be viewed at <http://www.purchasing.ucf.edu/>. Any concerns with the provisions and clauses of the proposed agreement should be addressed during the question and answer period sited in section 2.2.

- A. At the UCF HSC COM Café's discretion, successful vendor of services will allow periodic Client Review chart evaluation similar to Client Review process at the University of Central Florida HSC.
- B. Only one vendor will be awarded this contract and award will be contingent upon the proposal that is most advantageous to UCF COM.
- C. Vendor shall report to the Contract Administrator or his/her designee, any significant issues or events regarding health safety.
- D. Vendor shall provide monthly financial reports.

**APPENDIX I
EVALUATION SCORING SHEET**

NAME OF PROPOSING COMPANY _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each proposal on a separate form.
2. Work independently and do not discuss the Proposals or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the **Mr. Greg Robinson**.

Criteria	Max Points	Points Awarded
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	20	
2. PLAN FOR PROVIDING SERVICES	40	
3. COMPENSATION PACKAGE	15	
4. REFERENCES	20	
5. OVERALL RESPONSIVENESS OF PROPOSAL TO SATISFY SCOPE OF WORK AND GENERAL CONDITIONS CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	5	
Evaluation of Responses Point Total	100	
Comments, if any:		

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

**APPENDIX II
SUPPLEMENTAL PROPOSAL SHEET**

SECTION 1 AND 2 CONDITIONS AND REQUIREMENTS

The below items of this RFP must each be initialed, as YES for "understood and agreed upon" and NO for "not agreed to." Failure to complete and return this document with your proposal could result in rejection of your proposal. Proposers shall not check items as "understood and agreed upon" for submittal of proposal with the hope of negotiating a change of those conditions and requirements after tentative award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to deadline for inquires. A failure of the university and the tentative awardee to come to a reasonable agreement of terms within a time UCF determines to be reasonable is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.1	_____	_____	_____
2.2	_____	_____	_____
2.3	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6	_____	_____	_____
2.7	_____	_____	_____
2.8	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11	_____	_____	_____
2.12	_____	_____	_____
2.13	_____	_____	_____
2.14	_____	_____	_____
2.15	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.16	_____	_____	_____
2.17	_____	_____	_____
2.18	_____	_____	_____
2.19	_____	_____	_____
2.20	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
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2.25	_____	_____	_____
2.26	_____	_____	_____
2.27	_____	_____	_____
2.28	_____	_____	_____
2.29	_____	_____	_____
2.30	_____	_____	_____
2.31	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35	_____	_____	_____
2.36	_____	_____	_____

SECTION **YES** **NO** **PROPOSER INITIALS**

2.37 _____ _____ _____

2.38 _____ _____ _____

2.39 _____ _____ _____

2.40 _____ _____ _____

2.41 _____ _____ _____

PROPOSER COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

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 of 24 September 1965.

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 proposed subcontractors for specific time periods) we will obtain identical certifications from proposed 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 proposed subcontractors (except where the proposed 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).

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.

PROPOSER COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____



20-Year Campus Master Plan

Notes:

This Conceptual Campus Master Plan is a graphic representation of the facilities anticipated to be located at the UCF Health Sciences Campus which upon build-out may or may not include:

- 1 - The Burnett Biomedical Science Building
- 2 - Medical School
- 3 - Learning Resource Center
- 4 - School of Nursing
- 5 - College of Health Professionals
- 6 - College of Communicative Science
- 7 - Clinical Facilities
- 8 - Research Facilities

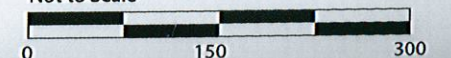
The State of Florida Board of Governors established the UCF Health Sciences Campus in 2006. The medical school will be a four-year curriculum that begins clinical education in 2009 in temporary facilities at UCF's main campus and in 2010 at the Lake Nona facility. The College of Medicine [COM] will eventually produce about 120 graduates each year. The medical college and its degree program will capitalize on the University's strengths in biomedical sciences, modeling and simulation, and optics and photonics. Other existing programs in materials science, psychology, chemistry, film and digital media, and nursing will also support the program; each eventually re-locating from the main campus to the Lake Nona Campus.

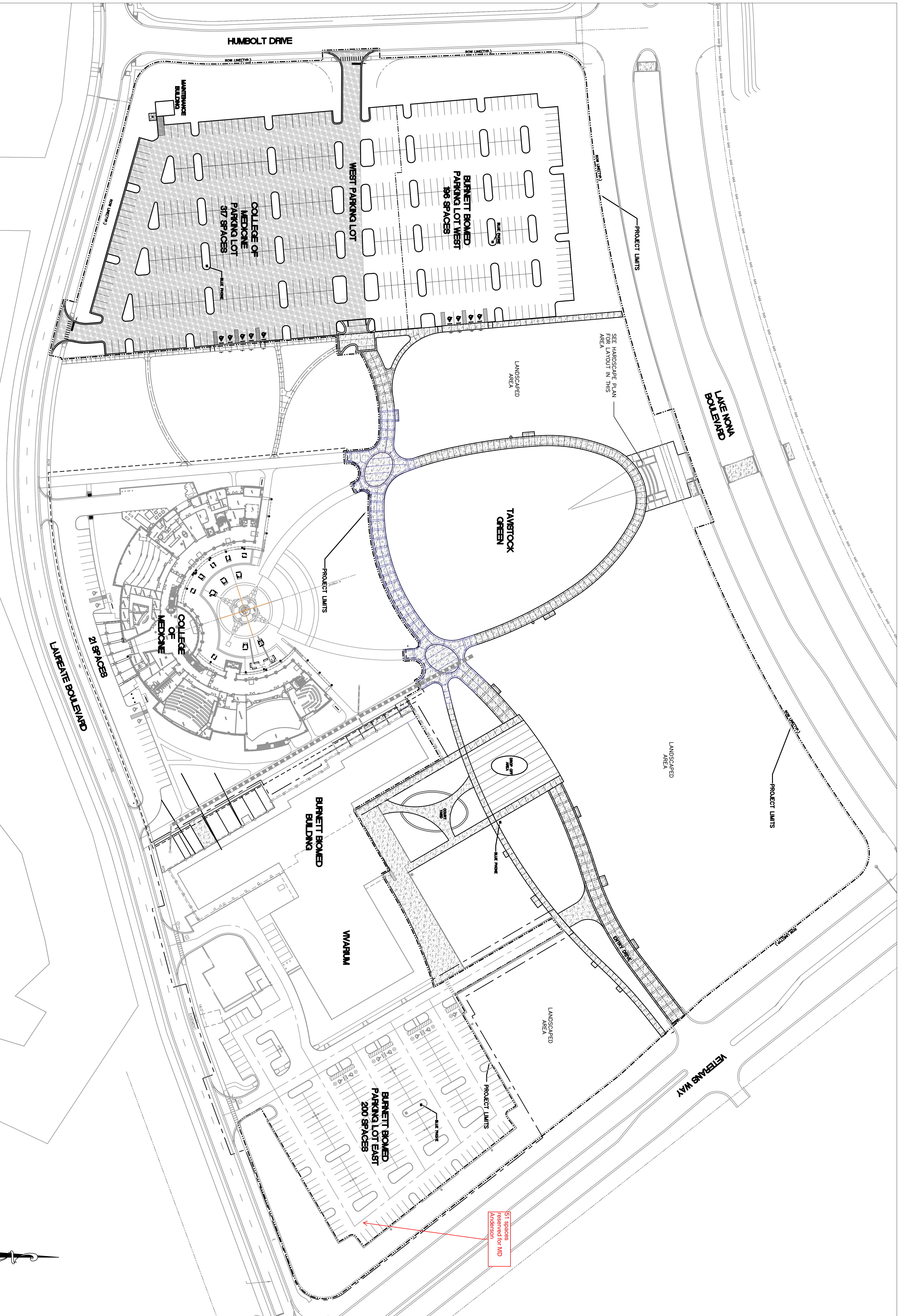
This Specific Parcel Master Plan [SPMP] for the University of Central Florida Health Sciences Campus at Lake Nona [Campus] presents the specifications for the College of Medicine [COM] building, The Burnett School of Biomedical sciences building, amends and completes the Phase One Campus Plan, and presents the initial framework for the 20-year development of the 50-acre academic and research Campus.



Exhibit 1.5

Not to Scale





SITE DATA

PARKING CALCULATIONS - COLLEGE OF MEDICINE

PARKING REQUIRED	PARKING PROVIDED
720 AUTOTRIM SEATS AT 1.0 PARKING SPACES PER SEAT	312 REGULAR SPACES
720 CLASSROOMS AT 1.0 PARKING SPACES PER CLASSROOM	WEST PARKING LOT 312
25 CLASSROOMS AT 4.0 PARKING SPACES PER CLASSROOM = 100 PARKING SPACES	WEST PARKING LOT 317 TOTAL
TOTAL REQUIRED = 134	17 REGULAR SPACES
	4 HANDICAP SPACES
	21 TOTAL
	TOTAL PROVIDED = 338

PARKING CALCULATIONS - BURNETT BOMBED

PARKING REQUIRED	PARKING PROVIDED
1000 SF AT 2.0 PARKING SPACES PER 1000 SF	192 REGULAR SPACES
1000 SF AT 2.0 PARKING SPACES PER 1000 SF	PARKING LOT WEST 192
TOTAL REQUIRED = 398	192 TOTAL PARKING SPACES
	7 HANDICAP SPACES
	200 TOTAL PARKING SPACES
	TOTAL PROVIDED = 398

PARKING CALCULATION SUMMARY

TOTAL CAMPUS PARKING DEMAND 720 PARKING SPACES	TOTAL PROVIDED 720
CAMPUS TOTAL 720	720 TOTAL PARKING SPACES
PARKING PROVIDED 720	720 TOTAL PARKING SPACES
720 TOTAL PARKING SPACES	720 TOTAL PARKING SPACES
ALL PARKING PROVIDED IS TO BE PAVED	

HEAVY DUTY ASPHALT PAVEMENT



THIS PLAN MAY HAVE BEEN REDUCED IN SIZE
 VERIFY BEFORE SCALING DIMENSIONS

UCF Health Sciences
 Campus Site Development

Project Address
 University of Central Florida
 Prepared for
 University of Central Florida
 Project Number: 06.29002.00

PHK ARCHITECTURAL, ENGINEERING, PLANNING, INTERIORS, SCULPTURE, CONSTRUCTION

3000 West Orange Blvd., Suite 200
 Orlando, FL 32805
 Phone: (407) 853-4000
 Fax: (407) 853-4001
 Internet: <http://www.phk.com>

North & Day
 300 West Orange Center Avenue, NE
 Atlanta, GA 30308-1177
 Voice: 404.730.8400
 Fax: 404.703.8401

Harris Civil Engineers, LLC
 1201 N. Orange Ave., Suite 300
 Winter Park, FL 32789
 Voice: 407.659.4777
 Fax: 407.659.7888

Charles Jackson Kercher, Anglin Inc.
 1201 N. Orange Ave.
 Orlando, FL 32801
 Voice: 407.843.6552
 Fax: 407.533.1789

RECORD DRAWINGS

Professional Seal
 THESE RECORD DRAWINGS HAVE BEEN PREPARED BY THE ARCHITECT OR ENGINEER, PLANNING, INTERIORS, SCULPTURE, CONSTRUCTION, THE DESIGN PROFESSION HAS NOT REVIEWED TO VERIFY THE INFORMATION HAS BEEN PREPARED BY THE ARCHITECT OR ENGINEER, PLANNING, INTERIORS, SCULPTURE, CONSTRUCTION.

Sheet Title	C-100
Project No.	6197008
Drawn by	Q.L.
Reviewed by	PAU
Scale	AS SHOWN
Date	10-07-09
Author	Q.L.
Checker	PAU
Designer	Q.L.
Project	UCF Health Sciences
Location	Orlando, FL
Client	University of Central Florida
Contract No.	06.29002.00
Revision	1
Revision	2
Revision	3
Revision	4
Revision	5
Revision	6
Revision	7
Revision	8
Revision	9
Revision	10
Revision	11
Revision	12
Revision	13
Revision	14
Revision	15
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Revision	100

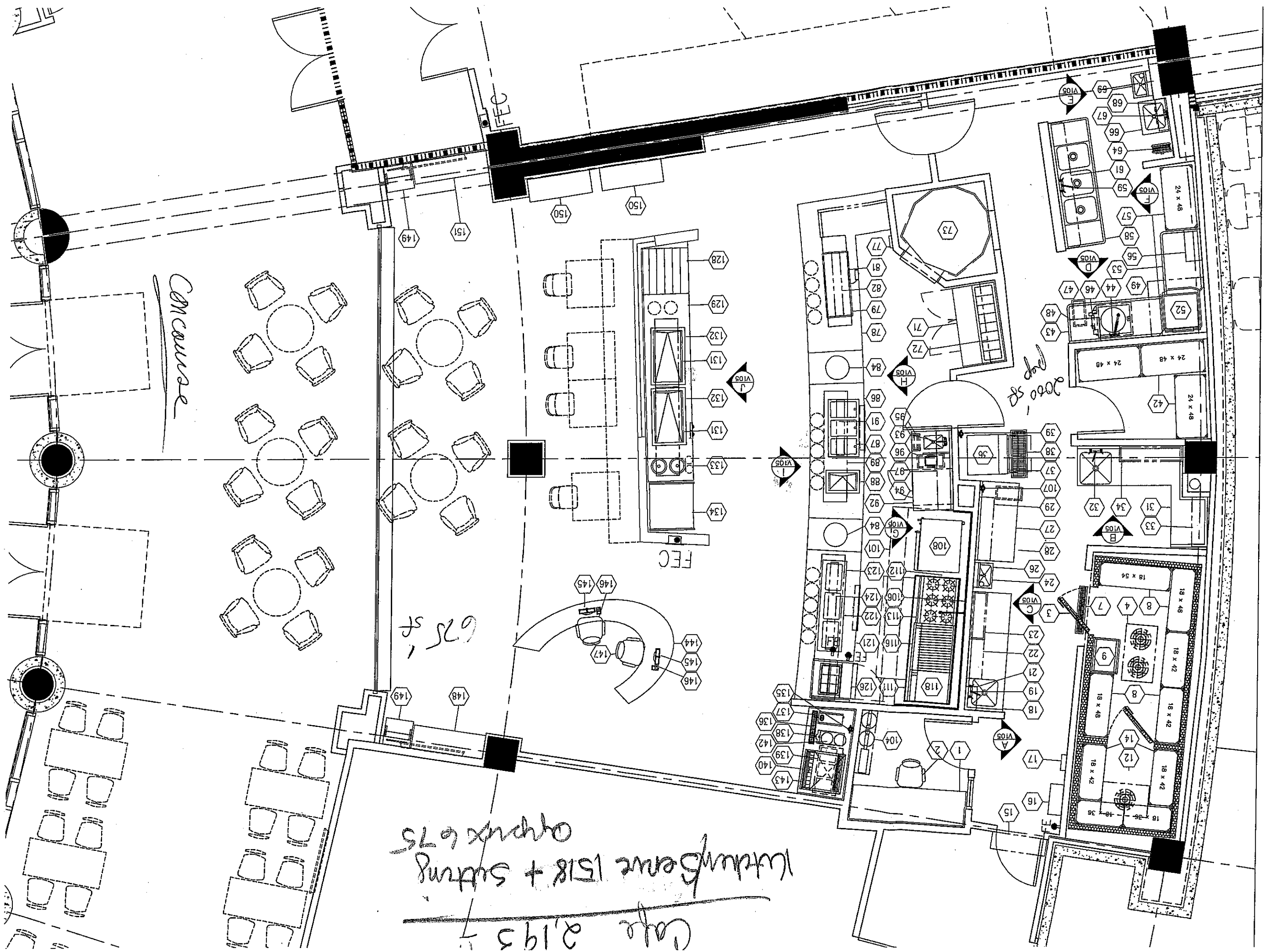
SITE PLAN
C-100

Cafe 2,193 7
Kuttlun/Bernt 1518 + sitting
approx 675

Concourse

2000 sq
prop

675 sq

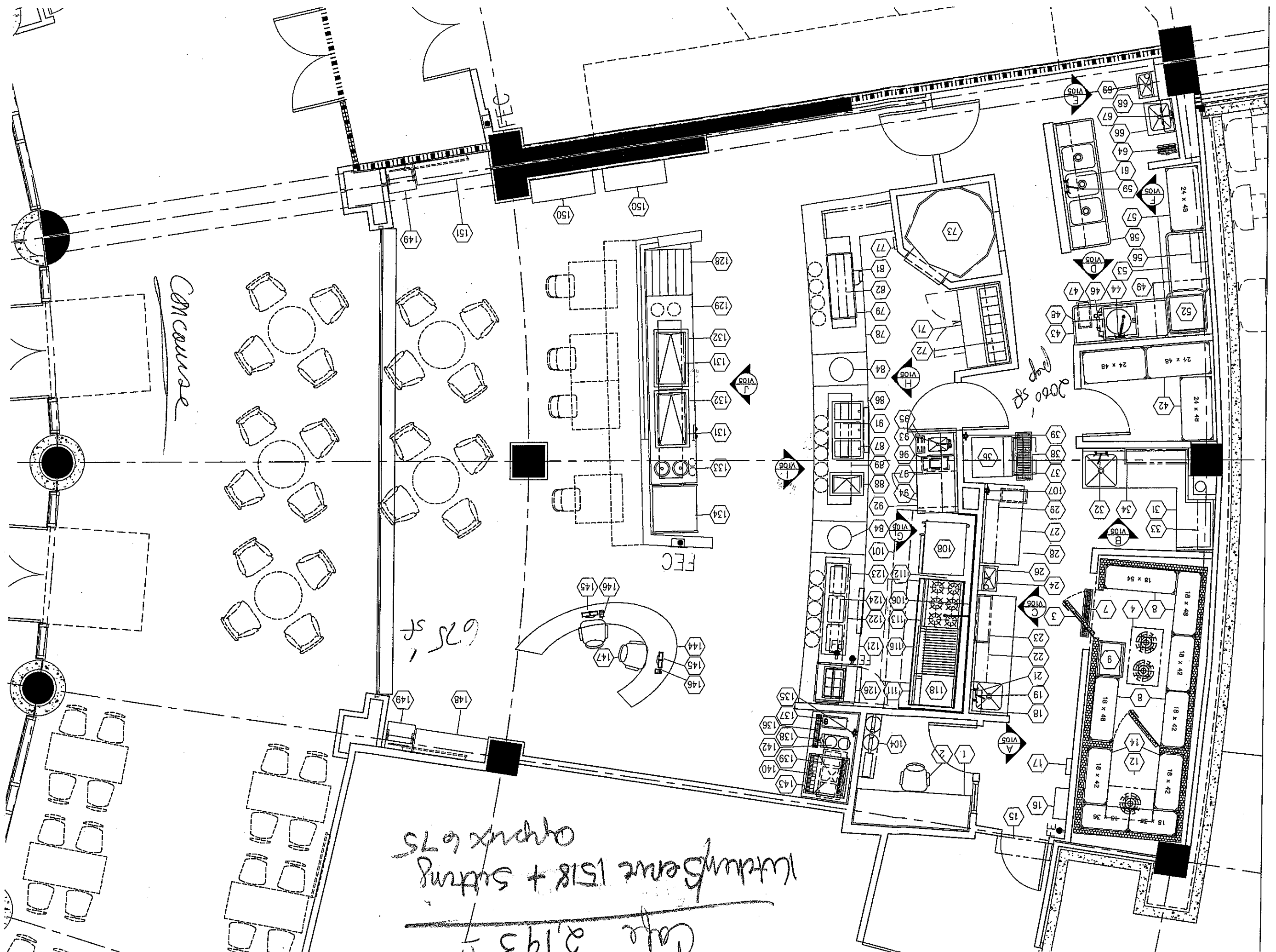


Cafe 2,193 sq ft
Kutub/Bent 1518 + sitting
approx 675

Concourse

675 sq ft

2000 sq ft



KITCHEN EQUIPMENT	Gas	Electric
1. (1) WORK STATION		
3. (1) WALK-IN COOLER/FREEZER		x
4. (1) MEDIUM TEMP BLOWER COIL		x
6. (1) MEDIUM TEMPERATURE REMOTE COMPRESSOR		x
7. (1) FLOOR TROUGH WITH S/S GRATE		
8. (5) WALK-IN COOLER SHELVING		
9. (1) BUN PAN RACK, MOBILE		
12. (1) LOW TEMP BLOWER COIL		x
13. (1) LOW TEMPERATURE REMOTE COMPRESSOR		x
14. (4) WALK-IN FREEZER SHELVING		
15. (1) AIR CURTAIN		x
16. (1) INSECT CONTROL DEVICE		x
16.1 (1) REPLACEMENT CARTRIDGES		
17. (1) WALL-MOUNT FIRST AID KIT		
18. (1) WORK TABLE WITH SINK		
19. (1) SINK MIXING FAUCET, WITH 12 INCH SWING NOZZLE		
21. (1) UNDERCOUNTER FOOD STERILIZER		x
22. (1) WALL SHELF		
23. (1) SHELVING, WALL MOUNT, LIGHT DUTY		
24. (1) SINK, HAND		
26. (1) SERVICE SINK FAUCET, 2 AND 1/4 INCH TO 8 AND 1/4 INCH		
27. (1) WORK TABLE		
29. (1) WALL SHELF		
31. (1) WORK TABLE WITH SINK		
32. (1) SINK MIXING FAUCET, WITH 12 INCH SWING NOZZLE		
33. (1) WALL SHELF		
34. (1) SHELVING, WALL MOUNT, LIGHT DUTY		
36. (1) ICE MAKER, CUBE STYLE		x
37. (1) ICE BIN		
38. (1) FLOOR TROUGH		
39. (1) WATER FILTER ASSEMBLY		
41. (1) REMOTE CONDENSER UNIT		x
42. (1) DRY STORAGE SHELVING		
43. (1) SOILED DISHTABLE		
44. (1) EASYINSTALL PRE-RINSE UNIT, WALL MOUNT		
46. (1) FOOD WASTE COLLECTOR SCRAPER		x
48. (1) GLASS RACK SHELF		
49. (1) CONDENSATE HOOD		x
51. (1) EXHAUST FAN		x
52. (1) DISHWASHER, DOOR TYPE		x
53. (1) CLEAN DISHTABLE		
56. (1) WALL SHELF		

Food Service-Cafeteria at Lake Nona - Medical Education Building

57. (1) CLEAN DISH SHELVING		
58. (1) THREE (3) COMPARTMENT SINK		
59. (1) SINK MIXING FAUCET, WITH 12 INCH SWING NOZZLE		
61. (1) SHELF WITH POT RACK		
64. (1) HOSE REEL ASSEMBLY		
66. (1) MOP SINK		
67. (1) SERVICE SINK FAUCET, 8 INCH CENTERS, 2 AND 3/8 INCH		
68. (1) SHELF		
69. (1) SINK, HAND		
71. (1) PIZZA PREP TABLE REFRIGERATED		x
72. (1) WALL CABINET		
73. (1) STONE HEARTH OVEN	x	
74. (1) EXHAUST FAN		x
77. (1) WALL-MOUNT UTENSIL RACK		
78. (1) SERVING COUNTER WITH PLATE STORAGE		
79. (1) HEATED SHELF, DROP-IN		x
81. (1) FOOD GUARD - SHOP DRAWING REQUIRED		
82. (1) HEAT LAMP		x
84. ITEM DELETED IN RFI #168		
87. (1) FOOD WARMER , DROP-IN, ELECTRIC		x
88. (1) COLD FOOD PAN, DROP-IN		x
89. (1) FOOD GUARD - SHOP DRAWING REQUIRED		
91. (1) HEAT LAMP		x
92. (1) WORK COUNTER WITH SINK		
93. (1) DECK MIXING FAUCET, W/SWIVEL GOOSENECK, 11		
94. (1) BLAST CHILLER		x
95. (1) BUILT-IN PAPER TOWEL DISPENSER		
97. (1) WALL CABINET		
101. (1) EXHAUST HOOD		x
102. (1) EXHAUST FAN		
103. (1) SUPPLY FAN		
104. (1) FIRE SUPPRESSION SYSTEM - R102 SYSTEM: - FIRE		x
106. (1) STAINLESS STEEL WALL FLASHING		
107. (1) WATER FILTER ASSEMBLY		
108. (1) COMBI OVEN, ELECTRIC, FULL SIZE		x
108A. (1) SWIRL HOSE WATER SUPPLY LINES AND FITTINGS		
111. (1) REFRIGERATED COUNTER, GRIDDLE STAND		x
112. (1) POT FILLER FAUCET, WALL MOUNTED		
113. (1) HOTPLATE, COUNTER UNIT, GAS	x	
114. (1) SAFETY SYSTEM MOVEABLE GAS CONNECTOR		
116. (1) GRIDDLE, COUNTER UNIT, GAS	x	
117. (1) SAFETY SYSTEM MOVEABLE GAS CONNECTOR		
118. (1) GRIDDLE, COUNTER UNIT, GAS	x	
119. (1) SAFETY SYSTEM MOVEABLE GAS CONNECTOR		
121. (1) SERVING COUNTER WITH PLATE STORAGE		
122. (1) FOOD WARMER , DROP-IN, ELECTRIC		x
123. (1) FOOD GUARD - SHOP DRAWING REQUIRED		

Food Service-Cafeteria at Lake Nona - Medical Education Building

124. (1) HEAT LAMP		x
126. (1) REFRIGERATED COUNTER, SANDWICH TOP		x
128. (1) MERCHANDISE DISPLAY		
129. (1) SALAD COUNTER		
131. (2) COLD FOOD PAN, DROP-IN		x
132. (1) FOOD GUARD - SHOP DRAWING REQUIRED		
133. (2) FOOD WARMER , DROP-IN, ELECTRIC		x
134. (1) SELF-SERVICE REFRIGERATED OPEN AIR SCREEN		x
135. (1) WATER FILTER ASSEMBLY		
136. (1) BEVERAGE COUNTER		
140. (1) ICE MAKER, CUBE-STYLE		x
141. (1) REMOTE CONDENSER UNIT		x
144. (2) CASHIER COUNTER		
148. (1) CONDIMENT COUNTER		
150. (2) TRAY PICK-UP COUNTER		
151. (1) CONDIMENT COUNTER		



As of *March 14, 2009*

University of Central Florida
4000 Central Florida Boulevard
Orlando, Florida 32816

Coca-Cola Enterprises Inc. d/b/a
Florida Coca-Cola Bottling Company
2900 Mercy Drive
Orlando, Florida 32808

This letter confirms the agreement made by and among the University of Central Florida, a not-for-profit educational institution organized under the laws of the state of Florida ("University"), Coca-Cola Enterprises Inc. d/b/a Florida Coca-Cola Bottling Company, a Florida corporation ("Bottler"), and The Coca-Cola Company, a Delaware corporation, acting by and through its Coca-Cola North America Division ("Company", and collectively with Bottler, "Sponsor"), which sets forth certain exclusive rights granted to Sponsor by University, as set forth in the attached Term Sheet.

1. **Term Sheet and Definitive Agreement** The Term Sheet attached hereto as Attachment 1 is hereby incorporated in its entirety. This letter and the Term Sheet, together with any other attachments referenced in either, will constitute a legally binding agreement (the "Agreement") when this letter is signed by all parties in the spaces provided below. All capitalized terms not defined in this letter shall have the meanings assigned to them in the Term Sheet. This letter shall prevail in the event of any conflict between the provisions of this letter and the Term Sheet.
2. **Exclusive Association; No Competitive Beverages** Subject to the Permitted Exceptions and Special Promotional Events set forth in the Term Sheet, each of the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages. To protect this exclusivity, University makes the covenants set forth in the Term Sheet and this letter. These covenants are essential to protecting Sponsor's exclusive association with University, the Campus, the University Teams and the University Marks. University understands that it is required to take certain actions, and refrain from certain actions, to comply with these covenants. University agrees that Sponsor has the right to assert remedies

for any breach of these covenants, regardless of whether the breach results from the actions of a third party not under University's control.

3. **Steps to Stop Ambush Marketing.** If any third party, including University's media partners, Conferences, Bowls and others with whom University has ongoing relationships, tries without Sponsor's consent to associate Competitive Products with University, the Campus, the University Teams or the University Marks, or tries to suggest, by implication or otherwise, that Competitive Products are so associated, University will take reasonable steps to stop this "ambush marketing" and to protect Sponsor's exclusive association. These steps must include the following, as circumstances warrant:

- (A) complaining in writing to the violating party (e.g., via a cease and desist letter) and/or to the media; and

- (B) instituting legal action, including suits for temporary and permanent injunctive relief.

Any party learning of ambush marketing will promptly notify the other parties of this activity.

4. **Sharing Relationship.** Sponsorship Fees and Commissions will be paid as set forth in the Term Sheet. Company and Bottler will each be responsible for 50% of each Sponsorship Fee payment due. University will provide separate invoices to Company and Bottler for their shares of the Sponsorship Fees at least 30 days before payment is due. In addition, all tickets provided by University under this Agreement shall be sent to Bottler at the address set forth in Section 13.9(B), but Bottler will provide Company with reasonable access to fifty percent (50%) of the tickets upon request.

5. **University's Right of Prior Approval**

University will have the right to approve in advance (i) the concept for any promotional activity with respect to University that will utilize the University Marks, and (ii) any items created by Sponsor that incorporate any of the University Marks. University will cooperate with Sponsor's activities, on and off-Campus, designed to promote Sponsor's sponsorship association with University, the Campus, University Teams and the University Marks. University will not unreasonably withhold its approval of submissions by Sponsor under this Agreement. Withholding approval is considered unreasonable unless it is based on:

- (i) University's determination that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity); or
 - (ii) University's reasonable determination that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University.

For example, University agrees that it is unreasonable to withhold approval of a submission that includes the name or marks of one of Sponsor's customers solely because that customer is not also a sponsor of University or because that customer operates in a trade channel where University already has an exclusive sponsor.

University will have 10 business days from receipt to respond to any written submission by Sponsor. If University fails to respond within that time period, then Sponsor's submission will be deemed automatically approved by University.

Sponsor will have the right to use any previously approved Designations without having to again seek University's approval.

6. Signage, Media/Advertising and Tickets/Hospitality Additional Terms

University will provide Sponsor with the signage, media, tickets and hospitality rights as set forth in the Term Sheet.

- (A) The text, graphics, and artwork for Sponsor's signage will be developed, created and produced by Sponsor, at Sponsor's sole cost. University will pay all costs for installation, repair and maintenance, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period.
- (B) The text, graphics, and artwork for Sponsor's print advertising will be developed, created and produced by Sponsor, at Sponsor's sole cost.
- (C) **No Obstructions.** Sponsor's signage on Campus must not be blocked by University or any third party. This includes Blockage during the Broadcast of any University Team game or other Campus event. University will cause third parties to comply with this provision in all new or renewed agreements involving rights to Broadcast University Team games or other Campus events, or otherwise photograph the Campus. "Blockage" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. "Blocked" has a corresponding meaning. Recreations of the Campus (such as on maps or in video games) will recreate Sponsor's signage in accordance with its actual appearance and placement.
- (D) **Illuminated Signage.** University will supply the required electricity for all Sponsor's lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages.

All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.

- (E) **Access to Signage.** At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it.

7. **Sponsor's Right of First Negotiation**

Sponsor will have a right of first negotiation. The parties agree to negotiate exclusively for a period of 90 days, beginning no earlier than 365 days before the expiration of the Term but no later than 180 days before the expiration of the Term (or immediately upon termination, as applicable). The 90 day exclusive negotiation period will begin when a party receives a written proposal of terms from the other party.

8. **Representations, Warranties, and Covenants**

8.1 **By University.** University represents, warrants, and covenants to Sponsor the following:

- (A) **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.
- (B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- (C) **Right to License Marks.** It has the exclusive right to license the University Marks.
- (D) **Non-Profit Status.** It is a non-profit institution. All Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party who sells or distributes Beverages. University will provide Sponsor with prompt written notice of any third party retained by it to manage or operate a beverage service on Campus.
- (E) **No Conflicting Agreements.**
 - (1) It has not entered into, and during this Agreement's Term will not enter into, either of the following:
 - (a) any agreement that would prevent University from complying with this Agreement; or

(b) any agreement granting rights that are in conflict with the exclusive rights granted to Sponsor under this Agreement.

(2) It will require third parties (possible examples include Concessionaires, third-party food-service operators, vending companies, licensing agents and Broadcasters) to comply with the relevant provisions of this Agreement.

8.2 By Sponsor. Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University the following:

(A) **Authority.** It has the full power and authority to enter into this Agreement.

(B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.

(C) **No Conflicting Agreements.** It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

9. **Confidentiality** Except as otherwise required by applicable law, University and its agents, employees and representatives will not disclose in any way any terms of this Agreement. This obligation remains in effect for three (3) years after the termination or expiration of this Agreement.

10. **Termination and Remedies** This Agreement may be terminated prior to the expiration of the Term under the following circumstances:

10.1 University's Termination Rights. In addition to other legal and equitable remedies, University may terminate this Agreement if any of the following events occurs:

(A) **If Company or Bottler Doesn't Pay.** University may terminate if Company or Bottler fails to make any payment to University under this Agreement, and if this default continues for forty-five (45) days after both Company and Bottler receive written notice of the default. But University may not terminate if the payment failure is due to University's failure to perform, any loss of Sponsor's rights or a bona fide dispute between the parties.

(B) **If Sponsor Breaches.** University may terminate if Sponsor breaches any other material term of this Agreement and Sponsor fails to cure the breach within 45 days of both Company and Bottler receiving written notice of the breach.

(C) If Sponsor Becomes Insolvent or Bankrupt.

- (1) University may terminate immediately upon written notice if Company or Bottler does any of the following:
 - (a) becomes unable to pay its liabilities when due;
 - (b) makes an assignment for the benefit of creditors;
 - (c) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - (d) has a receiver appointed for any portion of its business or property; or
 - (e) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (2) University does not have the right to terminate because of Bottler's insolvency or other financial instability as described above if Company agrees in writing to assume all of Bottler's obligations under this Agreement.

10.2 Sponsor's Termination Rights. In addition to other legal and equitable remedies, Sponsor may terminate this Agreement if any of the following events occurs:

- (A) If University Breaches.** Sponsor may terminate if University breaches any material term or condition of this Agreement and fails to cure the breach within 45 days of receiving written notice of the breach.
- (B) If University Becomes Insolvent or Bankrupt.** Sponsor may terminate immediately upon written notice if University does any of the following:
 - (1) becomes unable to pay its liabilities when due;
 - (2) makes an assignment for the benefit of creditors;
 - (3) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - (4) has a receiver appointed for any portion of its business or property; or
 - (5) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

- (C) **If University Loses Authority.** Sponsor may terminate if University's authority to convey any of the rights in this Agreement expires or is revoked, in whole or in part.
- (D) **If Campus Closes.** Sponsor may terminate if a portion of the Campus is closed, other than in connection with regularly scheduled breaks, for any reason, even if beyond the reasonable control of University, for a period of more than one hundred twenty (120) consecutive days, and during that period, sales of Company Beverages on Campus decrease by more than 30%, as compared to sales during the same period occurring twelve (12) months earlier.
- (E) **If Athletics Activities Cease.** Sponsor may terminate if a substantial portion of University's athletic programs and competitions are not conducted due to NCAA sanctions or any other reason.
- (F) **Written Notice Required.** Sponsor must give forty-five (45) days written notice to University when exercising any of its termination rights under Sections (C), (D), or (E) above.

11. Refunds and Adjustments

- (A) **Refunds.** If the Agreement is terminated prior to its scheduled Term expiration for any reason whatsoever, then University will refund to Sponsor a *pro rata* portion of all fees, commissions and other payments that have been paid but not earned as of the date of termination (or the date of breach, if earlier). All prepaid fees will be earned on a daily basis over the payment period. All prepaid commissions will be earned based on actual sales.
- (B) **Other Adjustments.** If (i) any of the rights granted to Sponsor are materially restricted or limited (such as by, but not limited to, breach of exclusivity or ambush marketing) during the Term, (ii) the volume of Company Beverage sold to the University decreases for any reason in any twelve month period by 30% or more over the prior twelve month period, (iii) a University Team fails to play all of its scheduled home games on the Campus for a period of more than thirty (30) consecutive days during its scheduled season, OR (iv) any material component of the Campus is closed for a period of more than ninety (90) consecutive calendar days, then in addition to any other remedies available to Sponsor, Sponsor may elect to adjust the Sponsorship Fees and other consideration to be paid to University to reflect the diminution of the value of rights granted to Sponsor (and University will pay Sponsor a refund of any prepaid amounts in excess of the reduced Sponsorship Fees and other consideration). If University disagrees with the amount of the adjustment proposed by Sponsor, then University shall inform Sponsor in writing of

such disagreement and the parties will commence in good faith negotiations to reach an agreement on an adjustment. If University and Sponsor have not agreed on the amount of the adjustment within thirty (30) days of such notice by University, then Sponsor may terminate the Agreement upon written notice to University.

12. Indemnification

12.1 Company Obligations. Except as otherwise provided by Section 12.4 below, Company agrees to defend, indemnify, and hold harmless each of University and Bottler, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Company's material breach of this Agreement, (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Company, or its employees or agents in the course of their duties to Company, or (iii) allegations that any of the Company Marks violates or infringes any rights of third parties, provided that the indemnified party has used the Company Marks in the exact manner provided or approved by Company.

12.2 Bottler Obligations. Except as otherwise provided by Section 12.4 below, Bottler agrees to defend, indemnify, and hold harmless each of University and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Bottler's material breach of this Agreement, or (ii) the injury or death of any person, or the loss of or damage to any property, arising from the negligence of Bottler, or its employees or agents in the course of their duties to Bottler.

12.3 University Obligations. Except as otherwise provided by Section 12.4 below and to the extent permitted under Florida law, University agrees to defend, indemnify, and hold harmless each of Bottler and Company, and each of their respective officers, directors, employees, and agents, from and against all claims, suits, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) related to (i) Sponsor's status as a sponsor of University, (ii) University's material breach of this Agreement, (iii) the injury or death of any person, or the loss of or damage to any property, arising from the rights granted under this Agreement or from the negligence of University, or its employees or agents in the course of their duties to University, or (iv) allegations that any of the University Marks violates or infringes any rights of third parties, provided that the indemnified party has used the University Marks in the exact manner provided or approved by University.

12.4 Limitation on Obligations. No party has any obligation to indemnify, defend, or hold another party harmless for any claims, suits, liabilities, costs,

or expenses to the extent caused by the acts, omissions, or negligence of the party seeking indemnification.

12.5 Indemnification Procedures. Whenever any party entitled to indemnification under this Agreement (the "Indemnified Party") receives notice of any potential claim that might be subject to indemnification, that party will promptly notify the party obligated to indemnify (the "Indemnifying Party"). The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. Except as provided below, the Indemnified Party will not settle or compromise any claim, or consent to the entry of any judgment, without the written consent of the Indemnifying Party, which will not be unreasonably withheld. The Indemnified Party and its affiliates, employees, and representatives will cooperate with the Indemnifying Party in the defense of the claim. If the Indemnifying Party fails to assume the defense of the claim as soon as reasonably possible, and in any event before the earlier of 20 days after receiving notice of the claim or 5 days before the date that an answer to a complaint (or its equivalent) is due, then the Indemnified Party may settle the claim on behalf of and at the risk and expense of the Indemnifying Party.

13. Miscellaneous Provisions

13.1 Entire Agreement. This Agreement and any other agreements referenced in it contain all the terms and conditions agreed on by the parties with respect to this Agreement's subject matter. This Agreement does not invalidate or amend any other agreement between University and Sponsor (or between affiliates of University and Sponsor) with respect to other subject matter.

13.2 Modification. This Agreement can be modified or changed only by a written instrument signed by all parties.

13.3 Retained Rights. This Agreement does not give any party any interest in or the right to use the trademarks of another party except as specifically authorized in this Agreement. Even if use of a party's trademarks is specifically authorized, the trademarks remain solely that party's property, and no joint ownership can arise because of the other party's use under this Agreement. This Agreement does not make any party the agent of another party, nor does it create any partnership or joint venture between University and Sponsor.

13.4 Insurance.

(A) Company and Bottler each agree to maintain sufficient insurance or self-insurance to adequately protect the respective interests of the University, its Board of Trustees, and the State of Florida hereto. Company and Bottler shall provide certificates to University each Agreement Year indicating that such insurance is in force and effect, and such certificates shall state that

University shall be notified in the event of cancellation of coverage. The first certificates shall be provided to University within 30 days that this Agreement is fully executed. University, Board of Trustees, and the State of Florida shall each be listed as additional insureds.

Specifically, Company and Bottler each agree to procure and maintain during the Term the following types and amounts of insurance:

Policy	Minimum Limits
(a) Workers' Compensation	Applicable statutory minimum (State qualified self-insurance acceptable)
(b) Commercial General Liability Insurance (Including Contractual Liability)	\$1,000,000 each occurrence

In addition, Bottler agrees to procure and maintain during the Term the following types and amounts of insurance:

(c) Business Automobile Liability Insurance	\$500,000 each occurrence
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(B) University will, at all times during the Term and at its own expense, keep in full force and effect the following insurance coverage:

- (1) General liability, automobile liability, and workers' compensation insurance for limits of not less than the state-mandated coverage of \$100,000 per person/\$200,000 per occurrence; \$10,000 personal injury each person/occurrence on automobile policy.
- (2) Property insurance on an actual cash value basis for property and equipment, owned by the university, in the care, custody and control of the insured.

University shall provide certificates to Company and Bottler each Agreement Year indicating that such insurance is in force and effect, and such certificates shall state that Company and Bottler shall be notified in the event of cancellation of coverage. The first certificates shall be provided to Bottler and Company within 30 days that this Agreement is fully executed.

13.5 Release, Discharge, or Waiver. A party's release, discharge, or waiver of any of this Agreement's terms or conditions is effective only if in writing and signed by that party. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent or later breach or default. No waiver occurs if a party either fails to insist on strict performance of this Agreement's

terms or pays or accepts money under this Agreement with knowledge of a breach.

13.6 Severability. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement.

13.7 Assignment.

(A) By University. Because this Agreement is for rights unique to University, none of University's rights or obligations may be assigned, by operation of law or otherwise, without Sponsor's prior written consent. Any assignment that violates the terms of this provision is void.

(B) By Sponsor. Sponsor may assign all or part of Sponsor's rights and obligations under this Agreement to any licensed Company bottler or to any of Company's subsidiaries.

13.8 Survival. A party's obligations (if any) to observe confidentiality and to provide refunds and indemnification survive the expiration or termination of this Agreement.

13.9 Notices. Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

(A) Notice to Company.

The Coca-Cola Company,
acting by and through its Coca-Cola North America Division
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Vice President, Business Affairs
Fax: (404) 515-3938
Copy to: Group Counsel, Coca-Cola North America Retail &
Marketing
Fax: (404) 515-4129

(B) Notice to Bottler.

Florida Coca-Cola Bottling Company
2301 Maitland Center Parkway
Suite 202
Maitland, FL 32751
Attention: Michael Cantrell, Account Executive II for Marketing
Assets
Fax: (407) 661-2347

Ticket Addressee: Florida Coca-Cola Bottling Company
2301 Maitland Center Parkway
Suite 202
Maitland, FL 32751
Attention: Michael Cantrell

Copy to: Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Atlanta, GA 30339
Attn: General Counsel
Fax: (770) 989-3619

(C) Notice to University.

University of Central Florida
12479 Research Parkway
Attention: Director-Business Services
Orlando, FL 32826
Fax: 407-823-0247

13.10 Counterparts. This Agreement may be executed in two or more counterparts.

13.11 Headings. All headings are for reference purposes only and must not affect the interpretation of this Agreement. All references to "days" in this Agreement mean calendar days, unless business days are expressly stated. All references to "including" mean "including without limitation".

The Coca-Cola Company, acting by and through its Coca-Cola North America Division

By: 

Print Name: Sharon J. Byers

Title: V.P. Natl. Progs & Reg. Asset Mgmt.

Coca-Cola Enterprises Inc. d/b/a Florida Coca-Cola Bottling Company

By: 

Print Name: Gerard Cottrell

Title: VP, Finance, East BU

University of Central Florida

By: 

Print Name: William F. Merck II

Title: V.P. for Admin & Finance

Legal Content Approved


Attachment 1

Term Sheet

**Term Sheet for Agreement Between
The Coca-Cola Company
Coca-Cola Enterprises Inc. d/b/a Florida Coca-Cola Bottling Company
University of Central Florida**

CONFIDENTIAL

1. PARTIES

- (A) The Coca-Cola Company, acting by and through its Coca-Cola North America Division ("Company")
- (B) Coca-Cola Enterprises Inc. d/b/a Florida Coca-Cola Bottling Company ("Bottler")
- (C) The University of Central Florida ("University")

Company and Bottler are collectively referred to as "Sponsor."

2. SCOPE OF AGREEMENT

Sponsor will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights. Bottler will have the exclusive right to operate full service Beverage vending on Campus.

3. TERM

The term of the Agreement will be for a period of three (3) years, three (3) months, and seventeen (17) days, as follows (the "Term"):

Start Date: March 14, 2009

End Date: June 30, 2012

4. DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in **EXHIBIT A**.

5. CONSIDERATION

- (A) **Annual Sponsorship Fees.** Sponsor will pay to University "Sponsorship Fees" in the aggregate amount of \$1,980,000, payable throughout the Term as follows:

- (i) Agreement Year One: \$600,000
- (ii) Agreement Year Two: \$600,000
- (iii) Agreement Year Three: \$600,000
- (iv) Agreement Year Four: \$180,000.

The Sponsorship Fees for Agreement Years One, Two, and Three will be paid in two (2) equal installments on April 1 and October 1 of each Agreement Year and the Sponsorship Fees for Agreement Year Four will be paid in a single payment on April 1, 2012.

- (B) **Incentive Payment.** Upon the sale of 30,000 (9,000 for Agreement Year Four) standard physical cases of Company Beverages on Campus each Agreement Year, Bottler will pay to University Incentive Payments as follows:

- (i) Agreement Year One: \$80,000
- (ii) Agreement Year Two: \$80,000
- (iii) Agreement Year Three: \$80,000
- (iv) Agreement Year Four: \$24,000

- (C) **Vending Commissions.** Bottler will pay to University commissions for Company Beverages sold through Bottler's full service Beverage vending machines on Campus as described in **EXHIBIT B** attached hereto (the "Commissions"). Within thirty (30) days of the beginning of each Agreement Year, Bottler will advance University up to ninety percent (90%), but in no event more than Three Hundred Fifteen Thousand Dollars (\$315,000), of the estimated total Commissions for such Agreement Year, as determined in good faith by Bottler (the "Advanced Commissions"). No additional Commissions shall be paid until the Advanced Commissions are fully earned by University. Once the

Advanced Commissions have been fully earned, University shall earn the Commissions at the rates set forth in **EXHIBIT B**. At the end of each Agreement Year, Bottler will perform a reconciliation using Bottler's actual case sales records, and any Commissions earned in excess of the Advanced Commissions shall be paid in arrears, at the end of each applicable Agreement Year in which the excess Commissions were earned. If such reconciliation reveals an overpayment, Bottler shall withhold the amount of any such overpayment from the Advanced Commissions for any subsequent Agreement Year. In the event an overpayment exists at the end of the Term, University shall refund to Bottler such overpayment within thirty (30) days after the completion of the reconciliation.

- (D) **Non-Vending Commissions.** Bottler will pay to University a non-vended volume royalty of 25 cents per case (24 units) on the previous Agreement Year's non-vended volume of Company Beverages.
- (E) **Product Donations.** Bottler will donate Beverages and merchandise to miscellaneous University functions as requested by the President's Office (\$7,500) and Business Services (\$2,500) for a total value of up to \$10,000 (retail value) annually for Agreement Years One, Two, and Three (up to \$2,500 for Agreement Year Four). Bottler will also donate Beverages to the University athletic department of a total value of up to \$30,000 (retail value) annually for Agreement Years One, Two, and Three (up to \$7,500 for Agreement Year Four). University must request all available complimentary Beverages during the course of each Agreement Year. If University does not request all available complimentary Beverages by the end of each Agreement Year, then any complimentary Beverages remaining at the end of each Agreement Year shall be forfeited by University and retained by Sponsor and/or Bottler with no further obligation.
- (F) **Marketing Funds.** Company will budget and spend \$50,000 annually during Agreement Years One, Two, and Three and \$10,000 during Agreement Year Four (\$160,000 over the Term) for mutually agreed initiatives. The amount will be held in a fund managed by Company for use towards marketing programs designed to promote and increase Beverage sales on Campus and through athletics. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.
- (G) The monies set forth in this section constitute the full and complete consideration for all rights granted to Sponsor hereunder.

6. BEVERAGE AVAILABILITY RIGHTS OF SPONSOR

- (A) Exclusive Beverage Availability Rights.** Sponsor will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus in all package forms, through fountain dispensing, coolers, kiosks, hawking, and vending, as well as through any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus. At a minimum, Company Beverages shall be widely available for purchase by consumers on Campus, and will be sold and/or served as part of all meal plans provided to University students and/or others on the Campus.
- (B) Permitted Exceptions.**
- (i) Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products ("Permitted Exceptions") on Campus:
- Fresh milk;
 - Hot tea and hot coffee freshly brewed on premise;
 - Milkshakes and smoothies made on the premises from fresh ingredients;
 - Freshly squeezed orange and grapefruit juice.
- (ii) Permitted Exceptions, to the extent served or sold in cups, shall not be served or sold in Approved Cups.
- (iii) University may display trademarks for Permitted Exceptions on menus, menu-boards, dispensing equipment, coolers and vessels to indicate availability, but no Permitted Exceptions will be marketed, advertised, promoted, or sampled on Campus, or otherwise in connection with the University, the Campus, the University Teams or the University Marks.
- (C) Beverage Purchase Requirement.** University and its third party food and beverage concessionaires ("Concessionaires") will purchase from Bottler their entire requirement for Beverages and Approved Cups, lids and carbon dioxide on Campus except for Simply Orange brand products and Odwalla brand products, which may be delivered directly by Company and/or its distribution partners. To the extent University has self-operated beverage concessions at the commencement of the Term, then University

will purchase all Company Beverages at the prices set forth in **Exhibit D**, subject to the adjustments set forth in **Exhibit D** and Company's national account pricing. To the extent University has a Concessionaire operating its facilities on Campus and that Concessionaire has an agreement with Company that describes the terms for Beverage pricing, then Concessionaire will purchase all such Company Beverages in accordance with Company's existing agreement with University's Concessionaire. To the extent University does not as of the commencement of the Term, but does at some point thereafter, have self-operated beverage concessions, then University and Sponsor shall negotiate pricing for Company Beverages at such time.

7. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES

- (A)** Except as set forth with respect to the Permitted Exceptions and Special Promotional Events, no signage, advertising, or trademark visibility for any Competitive Products will be displayed or permitted anywhere on Campus. No Competitive Products will be associated, directly or indirectly, with University, the Campus, the University Teams, the University Athletic Director, or the University Marks, on or off-Campus, whether through advertising, promotions or otherwise. University will take all steps necessary or appropriate to stop third parties from associating Competitive Products with University.
- (B)** All Concessionaires with Beverage operations on Campus will comply with all applicable provisions of the Agreement, including purchasing their entire requirements for Beverages, cups, lids, and CO2 from Bottler (except as otherwise permitted under Section 6(C)) and using Approved Cups.
- (C)** All Broadcasters, licensing agents and other third parties that have the right to grant access to the University Marks will honor Sponsor's Beverage category exclusive marketing and associational rights, as set forth herein.
- (D)** University must not grant any third party the right to conduct promotions involving Beverages or Beverage containers, including promotions that relate primarily to non-Beverage items but involve a Beverage, on a branded or unbranded basis, as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion.

8. EQUIPMENT AND SERVICE

- (A) Fountain Equipment and Service.** To the extent University has Concessionaires operating its facilities on Campus, Company will provide fountain Beverage equipment and service to University's Concessionaires on terms separately negotiated by Company and the Concessionaires.

If, during the Term, the University self-operates its foodservice operations, Company will lease to University without charge during the Term, the Company approved dispensing equipment reasonably necessary to enable University to dispense a quality fountain Beverage. No ice makers, water filters or frozen carbonated beverage equipment will be provided. The equipment shall be subject to the terms and conditions of Company's standard lease agreement, except that no lease payment will be charged. The standard lease terms, attached hereto as **EXHIBIT D**, are hereby made a part of the Agreement. If there is a conflict between the terms and conditions of Company's standard lease agreement and this Agreement, the terms and conditions of this Agreement shall govern. Any equipment provided by Company under the Agreement will at all times remain the property of Company.

During the Term, if the University self-operates its food service operation, Company or Bottler will provide at no charge regular mechanical repair reasonably needed for fountain Beverage dispensing equipment. Replacement parts associated with these service calls will also be provided without charge. Any service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO2 or fountain syrup container was empty), or calls that are not the result of mechanical failure (collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's then current rate and will be invoiced to the University. Charges will include labor, travel time, parts, and administrative costs.

- (B) Vending Equipment.** Bottler will provide certain Beverage vending and other cold-drink equipment (such as coolers) for use on Campus, and maintenance/repair service for such equipment. The initial placement will be 243 vending machines. Placement and operation of the equipment will be on terms as set forth in Bottler's equipment placement agreement with the University. University acknowledges and agrees that ownership of the equipment will remain with the Bottler at all times. University further acknowledges and agrees that the equipment may not be removed from the Campus without Bottler's written consent, and University will not damage the equipment, or alter or encumber the equipment in any manner or permit any attachment thereto except as authorized by Bottler for its equipment.
- (C)** With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to University, University will:

- i. upon the owner's request, execute UCC financing statements or other documents evidencing proper ownership of the equipment;
 - ii. refrain from removing equipment from its location on Campus without first securing the written consent of the equipment's owner;
 - iii. refrain from encumbering the equipment or permitting any attachment to it without the authorization of the equipment's owner;
 - iv. reimburse Company for any loss of or damage to any fountain equipment, except for reasonable wear and tear; and
 - v. reimburse Bottler for any loss of or damage to any vending or other cold drink equipment, except for reasonable wear and tear.
- (D)** Neither Company nor Bottler will be liable to University or Concessionaire for damages of any kind arising out of delays in providing service to equipment on Campus.
- (E) Additional Equipment and Service Terms.**

- (i) Bottler shall use commercially reasonable efforts to service the Beverage needs of University without additional cost to University or its contractors and lessees.
- (ii) Repair of equipment at the Campus shall be of the highest priority, and in accordance with the following provisions:
 - Within eight (8) hours of notification, if notification is made before noon on weekdays, and within twenty-four (24) hours if notification is made after noon on weekdays, Bottler's service technician shall respond to and within twenty-four (24) hours begin repairs on any malfunctioning equipment.
 - Bottler will keep vending machines adequately serviced and supplied with fresh Beverages and due care will be exercised to ensure that proper Beverage corresponds to vending selection. Based on technological feasibility, vending machines will not be operated in a "force vend" mode and instead will return customers' money if a selection is not available.
 - In the event that Bottler does not repair equipment or does not keep vending machines supplied with Beverages within three business days of notification from University, Bottler agrees that one of Bottler's management staff will personally contact University's Contract Administrator and will ensure that the situation will be corrected within twenty-four (24) hours.

(iii) Bottler's responsibilities with respect to the equipment are as follows:

- Pursuant to the provisions of this Agreement, Bottler will supply, install, service and maintain at high standards (as acceptable to University) of quality, sanitation and cleanliness, all equipment necessary to perform in compliance with the terms of this Agreement. With respect to all fountain equipment, Bottler agrees to flush all lines and conduct brix checks as needed. Water filters must be replaced in accordance with the manufacturers' specifications. All equipment must meet most recent industry energy- conservation guidelines as of date of manufacture. All vending equipment under this Agreement shall meet accepted industry health regulations and practices. Up to 10% to 20 % of the machines that are over 5 to 7 years of age will be replaced annually as mutually agreed by University and Bottler so that the oldest machines are rotated out on a consistent basis.
- All equipment to be installed at the Campus shall be subject to inspection and approval by University prior to final installation and operation.
- All dispensing and display refrigeration equipment shall be new or like new equipment at time of installation. All new equipment must be Energy-Star rated.
- All vending equipment interiors and exteriors will be cleaned routinely by Bottler to maintain appearance and help prevent pest infestation.
- Vending equipment will be installed and removed at the direction and discretion of Bottler contingent upon University approval, which shall not be unreasonably withheld. Bond funds currently being held (\$25,000) shall be used to create the infrastructure necessary to place additional vending machines as appropriate, and jointly agreed upon by the University and Bottler.
- Bottler will promptly (within three (3) business days) move or remove equipment at University's direction. Equipment will be moved immediately (within twenty-four (24) hours) if placement is deemed a fire or safety hazard in University's sole discretion.
- Equipment installed by Bottler shall be removed within thirty (30) days after the termination of this Agreement.
- Bottler shall be responsible for compliance with all federal, state and local laws and regulations governing the handling of Beverages and to procure and keep in effect all necessary licenses, permits and food handler's cards as required by law as related to equipment.

- All vending machines shall have dollar bill acceptors.
- As mutually agreed regarding timing, costs and responsibilities, Bottler shall be responsible for the installation of debit card readers on a mutually agreed number of Bottler's Beverage vending machines in agreed locations in a configuration and time frame consistent with University's Campus-wide debit card system. All new vending equipment card readers must be MDB compatible and able to interface with a Blackboard vending reader, model VR/MDBMP. In the event the University's card technology changes during this Term, Bottler must be willing to place minimally 100 of the new readers in University/Bottler agreed-upon locations. Bottler will pay a 3% transaction fee and continue to offer a \$.05 discount on all University card purchases. The discount should increase to \$.10 if the price falls within the \$1.50 - \$2.00 range and increase proportionally thereafter.

(iv) University's responsibilities with respect to the equipment are as follows:

University will supply all utilities reasonable and necessary to operate said equipment. However, University shall not guarantee an uninterrupted supply of such services except that it shall be diligent in restoring service following an interruption. University shall not be responsible for any loss of Bottler's revenues, product or property which may result from the interruption or failures of such utilities unless such loss is the result of negligence by University or its employees or agents. University shall be responsible for the installation of utility outlets necessary for the operation of the equipment.

(v) University acknowledges and Bottler agrees that if equipment under this Agreement is poorly maintained and serviced, sales revenue will be negatively impacted making the timely servicing of equipment a critical factor in the mutual success of involved parties. Therefore, University and Bottler agree to meet every three (3) months to review Bottler's service of equipment and supply of Beverages (the "Quarterly Review Meeting"). Bottler will provide University with weekly reports of all vending machines serviced the prior week. Bottler will provide University with a fill frequency schedule for each vending machine. Each vending machine will be filled on a minimum cycle of 28 days and as frequent as three times a week, based upon volume of the vending machine. Such fill schedules will be adjusted as needed to ensure that the fill ratio does not exceed 40%. During the Quarterly Review Meetings, the representatives from University and the Bottler will discuss any performance issues and plans to correct such issues. The Quarterly Review Meetings will also offer University and the Bottler the opportunity to review any changes in the pattern of purchases of Beverages and develop strategies to accommodate such changes. Bottler will furnish a report at these meetings showing vending and retail performance for the previous quarter, to include identifying key trends, issues, and opportunities

as aligned with current market trends. No later than two months after the close of each fiscal year of operation, Sponsor will provide a briefing detailing the previous year's performance, national, regional, and local trends, and performance goals for the upcoming year.

(vi) Bottler agrees to establish an easy-to-access telephone number for promptly providing refunds due to machine malfunctions and/or spoiled product. Prominently located stickers must be placed on each machine detailing how refunds can be requested. All legitimate refund requests must be honored within five business days of receipt.

(vii) Bottler shall ensure that all vehicles parked on Campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on Campus for one (1) day or more on a recurring basis. All such vehicles must be registered with University's parking services department. Bottler shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all University parking rules and regulations could result in the issuance of a parking ticket and/or towing at Bottler or its employee's expense.

(F) **Recycling.** Sponsor agrees to support the University's effort to increase recycling rates of Bottler-sold bottles and cans through education, promotion of responsible recycling and use of the Coca-Cola "Give-it-Back" messaging campaign. Sponsor agrees to provide up to \$6,000 during the Term for mutually agreed upon recycling equipment.

All campus recycling bins will have a mutually agreed upon Sponsor and University message.

9. MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF SPONSOR

(A) **General Marketing Rights.** Sponsor will have exclusive marketing, advertising, and promotional rights in the Beverage category regarding University, the Campus, all intercollegiate athletic teams and University varsity athletic coaches associated with the University (the "University Teams"), and all Marks owned or controlled by University (the "University Marks"). Sponsor's rights shall apply to television, radio, print, signage, electronic and all other media, whether now or hereafter known.

(B) **Special Promotional Events.**

Temporary signage (e.g., banners) for Competitive Products may be displayed on the Campus during Special Promotional Events (as defined in Exhibit A); provided, however, that (i) Sponsor's marketing, advertising, and promotional rights under this Agreement will not otherwise be affected during any such Special Promotional Event(s),

(ii) Competitive Products will not be sold, distributed, dispensed, sampled, served, or otherwise made available during any such Special Promotional Event(s), (iii) no Blockage, draping, or other obscuring (whether physical or electronic) of any signage Sponsor may have on the Campus will occur during any such Special Promotional Event(s), except for incidental Blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be promptly removed from the Campus upon the conclusion of the Special Promotional Event(s). University will provide Sponsor with no less than twenty-one (21) calendar days prior written notice of an event that University intends to designate as a Special Promotional Event.

- (C) **NCAA and Intercollegiate Athletic Conference Promotional Programs.** The University reserves the right to participate in promotional programs involving Intercollegiate Athletic Conference corporate partners (which may include a Competitive Product) when the program includes all Intercollegiate Athletic Conference institutions. In the event that the University participates in a NCAA championship event, the University reserves the right to participate in promotional programs coordinated by corporate partners of the NCAA in which all other teams participating in the event are featured (and which may include a Competitive Product). In the event that the University participates in a Bowl Championship Series or other post-season bowl game, tournament or other similar event, the University reserves the right to participate in a promotion with the corporate partners of said event if all other teams participating in the event are featured (and which may include a Competitive Product).
- (D) Sponsor will have the right to market, advertise, and promote Company Beverages in association or connection with University, the Campus, the University Teams, and the University Marks.
- (E) **Use of University Marks.** Sponsor will have a license to use the University Marks, on a royalty-free basis, for the purposes of marketing, advertising, or promoting Company Beverages. Such license gives Sponsor the right to use the University Marks in or on all of Sponsor's advertising, promotional and packaging materials and activities, which include, for all purposes of this Agreement, advertising, promotional and merchandising materials on:
- point-of-sale materials and vender fronts;
 - cups, vessels, cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging;
 - broadcast, print, electronic and all other forms of media.
- (F) **Customer Marketing Rights.** Sponsor will have the right to undertake promotions regarding Company Beverages at or in connection with the University, the Campus, and the University Teams, including joint

promotions with Sponsor's retail customers in all channels of trade including, without limitation:

- Grocery and retail;
- Convenience and "oil and gas" retailers;
- Mass merchandise;
- Drug retailers;
- Quick serve and all other types of restaurants (including home-delivered pizza);
- Institutional and "at-work" foodservice operations;
- Video and music retailers;
- Movie theaters and indoor entertainment venues;
- Theme parks and outdoor attractions;
- and sports venues.

Sponsor can use the University Marks for such purposes, including use with customers' Marks, provided no customers' Marks are used in such a way as to imply a sponsorship relationship with University (unless one exists). Sponsor's right to conduct Beverage promotions with retail customers takes priority over any exclusive marketing rights held by other University sponsors in the same retail channels (but only as to Beverage promotions).

- (G) **Designations.** Sponsor will have the right to refer to Sponsor or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or the University Teams in accordance with the Designations as defined in **Exhibit A**.
- (H) **Sampling/Surveys.** Sponsor will have the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes. The number and type of events shall be planned and mutually agreed to as part of the annual review process and /or as updated/revised during the quarterly review sessions. Such sampling cannot materially interfere with retail or concession sales. As an example, handing out full bottles of products outside of the football stadium is permitted only upon exit. Handing out samples in small disposable or commemorative cups is permitted.
- (I) **Trademark Cups/Souvenir Cups.** All Beverages sold, distributed, or served on Campus will be served in (i) disposable Company approved cups bearing Company Marks on 100% of the exterior cup surface or (ii) collectible non-disposable cups bearing Company or Company and University Marks on a mutually agreed portion of the exterior cup surface (collectively "Approved Cups"). All collectible non-disposable cups will be sold at competitive prices. University contractors and vendors will have the right to purchase collectible non-disposable cups from other sources if

the prices charged by Bottler are 10% or higher than charged in the open market. Bottler will be given the opportunity to match under these circumstances.

- (J) **Point of Sale Materials.** Company Marks will be prominently displayed on all menu boards and dispensing equipment at all foodservice/concession locations and on all Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at all foodservice and concession locations on Campus.
- (K) **Sports Drink Sideline Rights.** University will use cups, coolers, towels, and other supplies featuring POWERade® brand trademarks -- or if requested by Company, trademarks for any other Company Beverage -- on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus. Bottler may also, in Bottler's sole discretion, make such Company Beverages available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms.
- (L) **Hawking Rights.** University will sell Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Sponsor. Company Beverages will be hawked in the stands during major sporting events and during events at which other items are hawked in the stands.
- (M) **Licensed Merchandise.** Sponsor may create merchandise and promotional premiums bearing Marks of Company Beverages together with any of the University Marks. Sponsor will not pay any royalties to University for this merchandise and promotional premiums so long as it is distributed free of additional charge in connection with Company Beverages or sold at a subsidized price. All other merchandise and promotional premiums will be subject to royalty rates and other terms to be negotiated in good faith. University agrees that royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging; vender fronts; and advertising or promotional materials.
- (N) **Internet Advertising.** University will acknowledge Sponsor's sponsorship and Company Beverage availability on its Internet website (not home page).
- (O) **Digital Content.** University will provide Sponsor with digital content, which may include video highlights of University events, audio content of

University theme songs, screensavers, etc. for Sponsor to replicate and use as promotional premiums, including for use as rewards on Sponsor's "My Coke Rewards" loyalty program. University will clear any rights that may be required for such use, and will refresh the digital offerings periodically.

- (P) **Student Marketers.** Bottler agrees to annually sponsor one University student majoring in marketing and sales and one Company-provided student ambassador to work with Bottler to increase Beverage availability and to merchandise and promote Beverages on Campus.

10. SIGNAGE AND MEDIA / ADVERTISING

Throughout the Term, University will provide Sponsor, free and at no cost to Sponsor, the following signage and media/advertising rights as provided in **EXHIBIT C**. University will pay all costs for installation, repair and maintenance for such signage, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor's initial advertising message or graphics. Sponsor will remove all of its signage within thirty (30) days after the termination of this Agreement

11. ENTERTAINMENT / HOSPITALITY / TICKETS TO SPONSOR

- (A) Each Agreement Year, University will provide Sponsor, free and at no cost to Sponsor, the tickets and hospitality rights to University functions, athletic events involving University Teams, and other special events associated with University as provided below:
- 16 All-Sports passes to all athletic contest (game) events, excluding football and men's/women's basketball.
 - Twenty (20) football season tickets in the lower level between the 30 yard lines and Fifty (50) football season tickets chosen from the best seats available.
 - 16 men's basketball season tickets.
 - 16 women's basketball season tickets.
- (B) In addition, Sponsor will have the right to purchase up to 10 tickets to every post-season and tournament game in which University is a participant. This includes NCAA tournaments and football post-season bowl games.
- (C) University will make its athletic coaches available for charitable and promotional events mutually agreed upon by University and Sponsor.

12. BOOKS, RECORDS, AND ACCOUNTING

- (A) Bottler shall keep accurate and complete records of all vending revenues in accordance with generally accepted accounting principles in connection with this Agreement. Records specific to vending revenues shall be subject to audit, at University's expense, on an annual basis by University and an independent certified public accountant or monitoring service retained by University at any time and up until three (3) years after the termination of this Agreement. Bottler's case sales and vending reports will be shown on a location-by-location basis along with year-to-date and prior year data. Upon University's request, Bottler will provide bar graphs and charts showing critical trends are to be provided. All reports are to be submitted in electronic format acceptable to University.
- (B) For audit purposes, a University representative may, at any time, accompany Bottler's employees when money collections are made from vending machines. University reserves the right to retain a third party, at University's expense, to physically or electronically monitor vending machines sales.
- (C) Within twenty (20) days of the last day of the previous month, Bottler shall provide University a sales report detailing the following: machine serial number, building name and floor, amount and type of product sold, year-to-date sales, and machine, period and cumulative commission totals.
- (D) Within twenty (20) days of the last day of the previous month, Bottler will provide a sales report detailing the sales of all Beverage fountain and cases sold to University and/or all vendors and third party lessees subject to this Agreement.
- (E) At the end of each full year of operation, Bottler will provide a report to University summarizing annual sales by product name and location.
- (F) No later than two months after the end of Bottler's fiscal year of operation, Bottler will provide a briefing detailing the previous year's performance, national, regional, and local trends, and performance goals for the upcoming year.

(13) AGREEMENT

The Agreement between Sponsor and University will be prepared by Sponsor's attorneys from Sponsor's standard form. In addition to the matters specifically set forth in this Term Sheet, which will be attached to and made part of the Agreement, the Agreement will contain certain standard provisions designed to protect the parties' respective rights and interests. For example, the Agreement will contain provisions covering representations and warranties, confidentiality, termination, indemnification, insurance, etc.

EXHIBIT A

DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the following meanings:

1. "Agreement Year" means each twelve-month period during the Term commencing on March 14 and ending on March 13, except that Agreement Year Four shall commence on March 14 and end on June 30.
2. "Beverages" means all non-alcoholic beverages (i.e. consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, and all other beverage bases from which Beverages can be made are deemed to be included in this definition.
3. "Broadcaster" means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the Internet) any photograph, film, videotape, or other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. "Broadcast" has a corresponding meaning.
4. "Campus" means all buildings and grounds owned or operated by the University during the Term, whether currently existing or built or acquired during the Term, including without limitation all academic buildings, branded or unbranded food service outlets, vending locations, athletic facilities (including press boxes, players' benches and locker rooms), auditoriums, theatres, housing and medical facilities, and retail outlets. The term "Campus" shall not include community colleges affiliated with the University.
5. "Company Beverages" means Beverages manufactured, distributed, marketed or sold under trademarks or brand names owned or controlled by or licensed for use to Company.
6. "Competitive Products" means all Beverages that are not Company Beverages, and any products, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., "Gatorade Energy Bars").
7. "Contract Administrator" the Director of Business Services or designate.
8. "Designations" means (1) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of **The University of Central Florida** (2) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of **the Knights**;" and (3) "Official Sponsor of **The University of Central Florida Knights**."
9. "Mark" means, with respect to any person or entity, any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other

proprietary design now or in the future owned, licensed, or otherwise controlled by that person or entity. Examples of University Marks include the Designations; the University's name, logo and emblems; the University Teams' names, uniforms, logos and emblems.

10. "Special Promotional Event" means and is limited to the following: paid ticketed sporting events, concerts, theatrical or comedic performances, conventions, and/or trade shows occurring at UCF Arena or Bright House Stadium, which are sponsored by a manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., the NCAA, Conference USA, a concert or theatrical production company, a trade show, or convention production company), and the relevant sponsorship agreement requires on-site advertising for such Competitive Products.

ADDENDUM

IMPORTANT DOCUMENT - PROPOSAL REVISION

PROPOSAL NUMBER- 1024ZCSA OPENING DATE & TIME- May 04, 2010 / 2:00 pm

PROPOSAL TITLE - Health Sciences Campus (HSC) at Lake Nona Café Food Service

ADDENDUM NUMBER- 1 ADDENDUM DATE- 03/29/10

PLEASE MAKE THE FOLLOWING CHANGES AND/OR REVISIONS TO THE PROPOSAL DOCUMENTS.

Purpose of addendum is to make the following changes:

Correct date in section 2.4. Proposers' Conference and Cafe Plan Review to read as below;

A Pre-proposal conference and Café plan review will be conducted on April 15, 2010 at 10:00am in the Purchasing conference room located at UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826. This will include an overview of the College of Medical Education, Café facilities, as well as a plan review. Contact person will be Nancy Knobbs (407) 823-0492.

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR PROPOSAL.

PROPOSERS SIGNATURE

PRINT OR TYPE BIDDER'S NAME

ADDRESS

PHONE NUMBER

ADDENDUM

IMPORTANT DOCUMENT - PROPOSAL REVISION

PROPOSAL NUMBER- 1024ZCSA OPENING DATE & TIME- May 04, 2010 / 2:00 pm

PROPOSAL TITLE - Health Sciences Campus (HSC) at Lake Nona Café Food Service

ADDENDUM NUMBER- 2 ADDENDUM DATE- 04/16/10

PLEASE MAKE THE FOLLOWING CHANGES AND/OR REVISIONS TO THE PROPOSAL DOCUMENTS.

Purpose of addendum is to:

Inform interested parties there will be a visit of the actual site of the Café April 20, 2010 at 2:00pm.

See attached addendum continuation page for the directions and other information.

ALL OTHER INFORMATION REMAINS UNCHANGED

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR PROPOSAL.

PROPOSERS SIGNATURE

PRINT OR TYPE BIDDER'S NAME

ADDRESS

PHONE NUMBER

RFP 1024ZCSA
ADDENDUM 2 CONTINUATION

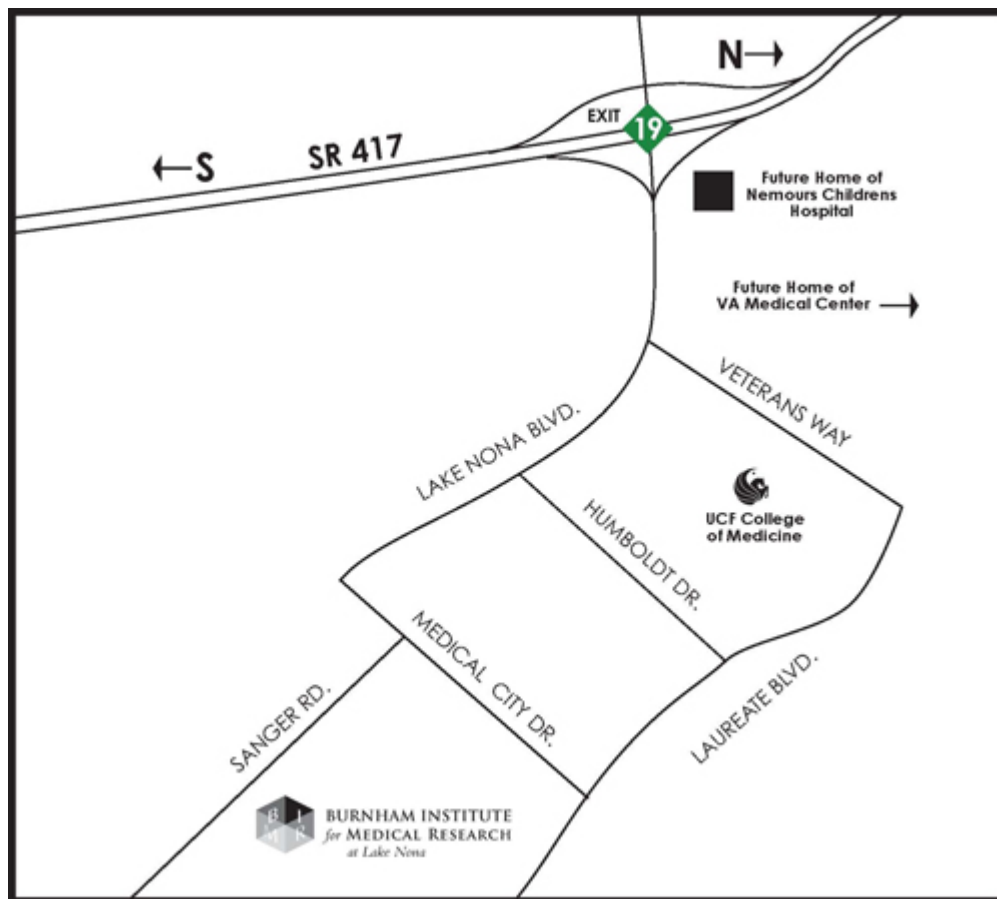
UCF College of Medicine, Health Sciences Campus at Lake Nona

6850 Lake Nona Blvd.
Orlando, FL 32827
407.823.1841 (main office, Research Park)

Mobile Contact #s:

- Barbara O'Hara 407.342.2188
- Nancy Knobbs 407.461.3230

- All vendor/guests should plan to meet at the entrance to the back of the Medical Education building on Tuesday, April 20, 2010 at about 2:00 pm.
 - Park in lot at back of building across from conservation area
- Enter at back of building



From Downtown Orlando Area

- Take SR-408 EAST/East-West Expressway to SR-417 SOUTH/GREENEWAY (EXIT 18B) toward Orlando International Airport.
- Take SR-417 SOUTH approximately 10 miles to EXIT 19 (Lake Nona Boulevard).
- Turn LEFT on LAKE NONA BOULEVARD
- Turn LEFT on HUMBOLDT DRIVE

- Turn LEFT on LAUREATE BLVD

From Southwest Orlando (via SR-528)

- Take I-4 to SR-528 EAST (Beachline)
- Take SR-528 EAST to SR-417 SOUTH/GREENEWAY – EXIT 16 toward Tampa.
- Take SR-417 SOUTH approximately 10 miles to EXIT 19 (Lake Nona Boulevard).
- Turn LEFT on LAKE NONA BOULEVARD
- Turn LEFT on MEDICAL CITY DRIVE
- Turn LEFT on HUMBOLDT DRIVE
- Turn LEFT on LAUREATE BLVD

From Orlando International Airport

- Start out going north on Airport Blvd. (0.3 miles)
- Turn slight right toward Terminal A/Terminal B/South Exit/SR-417-Toll. (0.6 miles)
- Stay straight to go onto Airport Blvd.
- Take ramp toward South Exit/SR 417-Toll. (0.2 miles)
- Turn slight right to stay on S Access Rd. (3.3 miles)
- Turn slight left onto Boggy Creek Rd.
- Turn left to take the SR-417 NORTH - Toll ramp toward SR-528-Toll. (0.9 miles)
- Merge onto SR-417 NORTH (Toll)/Central Florida Greeneway. (1.1 miles)
- Take the Lake Nona Blvd exit, Exit 19
- Turn right onto Lake Nona Blvd.
- Turn LEFT on Humbolt Dr.
- Turn LEFT on Laureate Blvd.

From Tampa/Kissimmee Area

- East on I-4
- Take SR-536 exit (EXIT 67), toward EPCOMerge onto FL-536 toward S. INTERNATIONAL DRIVE
- Take SR-417 N (TOLL) ramp toward INT'L AIRPORT/ORLANDO/SANFORD
- Merge onto FL-417 N (TOLL)/CENTRAL FLORIDA GREENEWAY (12.5 miles)
- Take the LAKE NONA BLVD exit, EXIT 19
- Turn RIGHT onto LAKE NONA BOULEVARD
- Turn LEFT on HUMBOLDT DRIVE
- Turn LEFT on LAUREATE BLVD

From North Florida (Gainesville Area)

- I-75 SOUTH toward TAMPA (approx. 56 miles)
- Merge onto FLORIDA'S TURNPIKE SOUTH via EXIT 328 on the LEFT toward ORLANDO (toll) (approx. 52 miles)
- Take EXIT 255 toward SR-528 WEST (toll)
- Turn LEFT onto CONSULATE DRIVE
- Turn RIGHT onto S ORANGE BLOSSOM TRAIL/US 441/US-17-92/US-17/US-92. Continue for approx. 3.9 miles
- Take the SR-417 NORTH ramp (toll)
- Merge onto FL-417 NORTH/CENTRAL FLORIDA GREENEWAY
- Take the LAKE NONA BLVD exit, EXIT 19
- Turn RIGHT onto LAKE NONA BOULEVARD
- Turn LEFT on HUMBOLDT DRIVE

- Turn LEFT on LAUREATE BLVD

From Northeast Florida (Daytona Area)

- I-95 to I-4 WEST
- Merge onto I-4 WEST via EXIT 260B toward ORLANDO (approx. 30 miles)
- Take the CR-46A/SR-417 exit (EXIT 101AB) toward INTERNATIONAL AIRPORT/SANFORD
- Take the SR-417 exit (EXIT 101B) toward INTERNATIONAL AIRPORT/SANFORD
- Merge onto FL-417 TOLL S/CENTRAL FLORIDA GREENEWAY (toll)
- Take the LAKE NONA BLVD exit, EXIT 19
- Turn LEFT on LAKE NONA BOULEVARD
- Turn LEFT on HUMBOLDT DRIVE
- Turn LEFT on LAUREATE BLVD

ADDENDUM

IMPORTANT DOCUMENT - PROPOSAL REVISION

PROPOSAL NUMBER- 1024ZCSA OPENING DATE & TIME- May 04, 2010 / 2:00 pm

PROPOSAL TITLE - Health Sciences Campus (HSC) at Lake Nona Café Food Service

ADDENDUM NUMBER – 3 ADDENDUM DATE- 04/27/10

PLEASE MAKE THE FOLLOWING CHANGES AND/OR REVISIONS TO THE PROPOSAL DOCUMENTS.

Purpose of addendum is to answer questions submitted by potential proposers. See page 2 “Addendum 3 Continuation”.

ALL OTHER INFORMATION REMAINS UNCHANGED

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND RETURN IT WITH YOUR PROPOSAL. FAILURE TO SIGN AND RETURN WITH YOUR PROPOSAL COULD RESULT IN REJECTION OF YOUR PROPOSAL.

PROPOSERS SIGNATURE

PRINT OR TYPE BIDDER'S NAME

ADDRESS

PHONE NUMBER

RFP 1024ZCSA
ADDENDUM 3 CONTINUATION

1. Statement of Objective 1.1, Define "occasional basis" for supplementing the menu for school curriculum - once a week, once a month?

UCF Answer: Approximately 4 times per year

2. 1.3 - What will be the true population of the Medical Building upon opening day of the cafe? What will be the true population of the Burnett Building on opening day of the cafe? Can you give a timeline of how the population will ramp up until fully occupied? Will there be students occupying the building in the summer? Is the second week of July still the anticipated date for the opening of the cafe?

UCF Answer:

- Medical Education Building at opening: 224 plus annually scheduled visitors; 50 weekly
- Medical Education Building Year 2014: 421 plus annually scheduled visitors; 100 weekly
- Burnett Building at opening: 100 plus annual visitors; 10 weekly
- Burnett Building Year 2014: 180 plus annual visitors; 20 weekly
- Students are not in classes June and July
- We would like to open mid July and work out details/kinks before students arrive August 2.
- There will also be unplanned visitors. The visitors listed above are planned such as volunteer faculty and standardized patients.
- Also, the Sanford-Burnham Research Facility is several blocks to our west and they have indicated a desire to visit our café as well as utilize the selected vendor for some of their food service needs. Their approximate population this summer is 150 employees.

3. 1.3 - 6 - Payment of Utilities - is this to be negotiable?

UCF Answer: Yes, negotiable.

4. General Conditions 1.4-C.1, pricing will be reviewed annually and a fair return to vendor will be reviewed also - what are the parameters under this criteria?

UCF Answer: This can be negotiated

5. 1.4-C.2 - COM will require nutritional values and content to be displayed for "all" menu items. Are you truly referring to every single item available?

UCF Answer: No, not ALL items require nutritional values and content displayed. COM and selected provider shall identify which items this applies to.

6. 1.4-C.6 - Phone and data port charges - is this negotiable?

UCF Answer: The line to your bank is your cost. Others are negotiable.

7. 1.4-C.8 - Royalty payments, are you expecting royalty payments at the beginning of term?

UCF Answer: Negotiable.

8. 1.4-E - "All" food...shall be first quality, wholesome, and pure? Please define what is meant by "wholesome and pure"?

UCF Answer: More use of whole grains and less products that have been processed.

9. Also, who from UCF will be inspecting and approving or rejecting the food merchandise? What exactly does this mean?

UCF Answer: Not really an inspection, but a collaborative process with selected vendor and UCF College of Medicine.

10. 1.4-H - Is the cleaning of the hoods negotiable?

UCF Answer: Yes.

11. 2.16 - Parking Permits - will all cafe employees be required to purchase parking permits? If so, how much are they?

UCF Answer: Initially parking permits will not be required. May be necessary in the future but not at this time.

12. Can the present layout of the cafe be altered any to accommodate the specific chosen brand?

UCF Answer: Yes

13. Can certain pieces of equipment come in to play only when the population warrants it, for example, the salad bar?

UCF Answer: Yes

14. The present layout of the cafe, remote register, salad bar and pizza station will require additional labor - this may reflect in pricing. Will the school work with some design changes in order to keep pricing lower?

UCF Answer: Yes