

<b>SUBMIT PROPOSAL TO:</b> <b>PURCHASING DEPARTMENT</b> <b>UNIVERSITY OF CENTRAL FLORIDA</b> <b>12479 RESEARCH PARKWAY, BLVD. 600</b> <b>ORLANDO, FL 32826</b> <b>Phone:(407)823-2661 – Fax (407) 823-5551</b> <b>www.purchasing.ucf.edu</b>		<b>University of Central Florida</b>  <b>REQUEST FOR PROPOSAL</b>  <b>Contractual Services Acknowledgement Form</b>	
Page 1 of	Pages	PROPOSALS WILL BE OPENED <b>January 11, 2007 @ 2:00pm</b> and may not be withdrawn within 120 days after such date and time.	PROPOSAL NO. <b>7011ZCSA</b>
UNIVERSITY MAILING DATE: <b>November 07, 2006</b>		PROPOSAL TITLE: <b>Concessions Rights to Sponsored Events at North End Athletics Facilities</b>	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO PROPOSAL	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE			
AREA CODE		<b>POSTING OF PROPOSAL TABULATIONS</b> 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 Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.	
TELEPHONE NO.			
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.*

**GENERAL CONDITIONS**

**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.

**1. 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.

**2. 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 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.

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**AUTHORIZED SIGNATURE (MANUAL)**

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**AUTHORIZED SIGNATURE (TYPED), TITLE**

3. **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. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope. Proposal tabulations will not be provided by telephone.

4. **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 may be contacted at (407) 882-1104 or in writing at the address above to the attention of the UCF Vendor Ombudsman.

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;
- the amount of the payment; and
- Shall 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 in contingent upon an annual appropriation by the Legislature.

5. **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,FS. Proposers must disclose with their proposal

6. **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.

7. **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 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.

8. **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.

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

10. **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.

11. **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.

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

13. **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.

14. **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.

15. **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 reprocurement 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..

16. **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.



**UNIVERSITY OF CENTRAL FLORIDA**

**REQUEST FOR PROPOSAL NUMBER 7011ZCSA**

**FOR**

Concessions Rights to  
Sponsored Events at North End Athletics  
Facilities

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## **1.0 INTRODUCTION**

### **1.1. Statement of Objective**

The purpose of this Request for Proposal (RFP) is to solicit from established food services providers for the provision of certain University of Central Florida (UCF) concessions rights. **Award of the contract will be made on the basis of competitive negotiations to a single company to handle all available venues.** The venues for this contract include: Brighthouse Stadium (football), Convocation Center (men's and women's basketball, volleyball), Arena, baseball and softball fields and, on occasion, other on-campus events.

The Successful Proposer, if any, will enter into a contract with the University of Central Florida (UCF), UCF Convocation Corporation, UCF athletic association and the Golden Knights Corporation, all being referred to as the "university", 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'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'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's best interest to do so.
- H. A written notice of award will be sent to the successful offeror(s).

### **1.3. UCF Environment**

UCF wishes to enhance its existing concessions operations by directly partnering with a food services company to provide food and beverage concessions for spectators.

The contractor selected should understand the ideals and commitment of both UCF and

its intercollegiate athletics programs. UCF believes it has a unique relationship with its patrons and, as such, an extra degree of consideration will be required in the management of the property. The contractor will be a partner with UCF and work hand-in-hand with the university in seeking to meet goals and expectations.

It is anticipated that during the term of this agreement, the university will be requesting proposals from major beverage companies for campus-wide pouring rights. Should exclusive beverage rights be awarded, the Contractor 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.

Currently fielding 17 NCAA sports teams, seven men and 10 women's, UCF is a member of Conference USA. Conference USA features 12 nationally prominent members in East Carolina, Houston, Marshall, Memphis, Rice, SMU, Southern Miss, Tulane, Tulsa, UAB, UCF and UTEP. The Golden Knights have made 27 NCAA postseason appearances since 2000 with 11 different sports representing the Black and Gold in the postseason.

In 2005, the UCF football team won the C-USA East Division Championship and hosted the conference championship at the Citrus Bowl before making its first bowl game appearance at the Sheraton Hawaii Bowl. The Golden Knights play at the downtown Citrus Bowl in 2006 before moving into a new on-campus Bright House Stadium in 2007.

The UCF men's and women's basketball programs, which host in excess of 32 games per year, move into the new 10,000-seat Convocation Center prior to the 2007 season.

Prior to becoming a member of C-USA in 2005, UCF was a part of the Atlantic Sun Conference. In its nine-year tenure in the A-Sun, the Golden Knights captured 54 league championships. UCF won the all-sports trophies for the women seven times and the men six times, sweeping the all-sports race during their last three consecutive years in the conference.

## **1.4 General Conditions**

### **A. Statement of expectations**

UCF seeks a comprehensive corporate partnership arrangement to include the provision of concession services at the following athletics venues: Brighthouse Stadium, Convocation Center, Arena, and Softball and Baseball Fields. Full concessions services will be required at all football games and both men's and women's basketball games. Partial concessions services will be required for all baseball games. Full concession services will be required for most non-athletic events hosted in the Convocation Center, Arena and on occasion on campus

events. It is expected that partial concessions services will be available from time-to-time for other sports, or when requested by the university. The university and concessionaire will mutually agree upon the extent of concession services for events.

B. Rights conveyed (except as otherwise excluded or modified)

Exclusive rights to food and beverage concessions sales for all UCF sponsored events at the fore mentioned facilities.

C. Exclusions

Unless agreed to by UCF, the following activities and rights shall be excluded from any resulting agreement:

1. Brighthouse Stadium and Convocation Center Media, Suite and Club level catering.
2. Concessions' rights to events hosted at UCF Athletics facilities, but not conducted or sponsored by the University of Central Florida. (e.g. NCAA event, Pre or Postseason game sponsored by outside agency or third party) every effort will be made to utilize the Concessionaire under contract, however separate terms may need to be negotiated with the Third Party sponsor.
3. Soft Goods, novelties and other non-food merchandise sales.
4. No vending machine rights are granted to the concessionaire.
5. All Advertising and promotional rights are held by UCF and ISP.
6. Cold beverage supply rights including soft drink, water, juice and juice drinks, RTD tea and isotonic to the extent provided for in a campus-wide contract. (Concessionaire does hold the rights to the sales of these products)

D. Additional Considerations

1. Pricing: As a matter of general policy, prices shall not be higher than those charged at other comparable snack stand facilities for the same type and quality of product. Prices must be posted on displays permanently in the facility. Pricing will be reviewed annually to insure a high level of service to the university and fair return to the Contractor. Any and all increases in contractor pricing or amendments to this agreement, must be approved by UCF.



2. Menu: The Contractor will work to develop an appetizing, reasonably priced selection of menu items.
3. Special Events or Promotions: UCF reserves the right, on a limited basis, to allow another vendor supplemental food or beverage rights for a special event or promotions.
4. Product Brands: Bidder must confirm in writing that the product lines for beverages and snack foods served at the Concession areas can be changed during the contract period should the university award exclusive rights to one company for the campus; or, when called for as part of a multimedia advertising agreement. A product change should be financially feasible for the concessionaire.
5. Furniture, Fixtures and Equipment (FF&E): The Concessionaire is expected to provide all necessary FF&E. All new venues coming on-line (Brighthouse Stadium, Convocation Center) will be completed as a Vanilla Box **Exhibit A** (Specifications attached). Concessionaire will be responsible for all maintenance and upkeep of FF&E. Concessionaire will be responsible for cosmetic appearance of food stands.
6. Alcoholic Beverages: At the present time limited alcohol sales should be considered. There will be no alcoholic beverages sold in the Brighthouse Stadium and other athletic events. Vendor will need to receive UCF approval for all requests to supply alcoholic beverages for all UCF and non UCF sponsored events.
7. Signage: Concessionaire may not post or permit signs to be posted to directly derive advertising revenue. Signage intended to facilitate at-event sales is permissible. All signage, design and location must be pre-approved by the university. The university will have rights to post product brand signage in concessions stands as part of a multimedia advertising sale.
8. Ownership/License to use: The ownership of all concession stands used by the contractor pursuant to the terms of this agreement shall vest in the university. The university shall not allow use of the concession areas without notifying the contractor. At the termination or expiration of this agreement the contractor must remove any or all of its personal property and non-capitalized equipment.
9. The concessionaire will be encouraged to work with UCF or media rights provider to exploit the sale of advertising and other media inventory from its suppliers and vendors.

10. Concessionaire will provide royalty payment and sales reports monthly. At the end of the fiscal year, concessionaire will furnish a complete end-of-year accounting summary.
11. Concessionaire will procure and provide insurance and all licenses/permits necessary for operations.

#### E. Concession Areas Identified

UCF will provide the following locations for food concessions.

##### **Exhibits B1-B9**

##### **Bright House Football Stadium**

- 12 -- Total Concession Areas. 3-areas are approximately 1134 square feet each, 7-areas are approximately 500 square feet each and two spaces are 850 and 770 square feet.
- All spaces will include rough-in electrical service panel only, not breakers, cold water 1' through slab rough in. None of the spaces have floor drains, counter-tops or sinks provided at this time.

UCF is scheduled to move into its new on-campus stadium when it opens its season against Texas on September 15, 2007.

The 45,000-seat stadium will feature luxury suites, a club lounge, a large press box and a state-of-the-art video board & scoreboard.

##### **Jay Bergman Baseball Field**

- 1-Concession area
- Approximately 130 square feet. Space includes electric service, drain, sink and hot and cold water.

UCF calls one of the nation's finest baseball stadiums home in Jay Bergman Field. The state-of-the-art facility includes seating capacity of 1,000 with berm seating for an additional 1,000 fans. With wide open concourses and palm trees lining the concession area, fans have an ideal opportunity to get close to the action in one of the best settings in college baseball. The Golden Knights own an impressive record of 125-43 (.744) all-time at Jay Bergman Field.

In 2001, UCF ranked 38th in the nation in attendance as the Golden Knights averaged 911 fans per game. Since the ballpark opened, more than 82,000 fans have witnessed UCF baseball at Jay Bergman Field.

### **UCF Softball Stadium**

- 1-Concession area
- Approximately 350 square feet. Space includes electric service, stainless steel counter top, 5 sinks, floor drains, and hot and cold water.

In 2005, UCF opened a brand new softball stadium that has been heralded as one of the best softball stadiums in the NCAA. The modern facility has seats and amenities that can play host to 1,000 spectators.

### **UCF Arena**

After renovation is complete two current concession stands that contain sinks, electrical service, and hot and cold water will remain. Two smaller concession stands will be added on the lower level and these areas will have electrical service but the current plan does not call for sinks or floor drains. A separate concessionaire kitchen area will be provided for in the Arena. It is anticipated that the existing facility will be used as the main staging and prep area for the Convocation Center and Bright House Stadium.

The UCF Arena is an 87,000 square foot multipurpose, air-conditioned facility that opened in August 1991. This facility houses 31,000 square feet of exhibition space which can be utilized as five full basketball courts or adapted for various sports such as volleyball, wrestling, gymnastics and weightlifting. The Arena facility can also be transformed for concerts and banquets or as a convention/trade show event. VIP Skybox, meeting rooms, locker/dressing rooms, training room, kitchen and four concession stands are also housed in the facility.

### **UCF Convocation Center**

- Based on the plans dated 9-26-05 there will be 7 concession areas all located on the main concourse level. Currently the plans do not detail the level of electrical service or show sinks. However once a vendor is selected both electrical service and water can be provided at each location based on the vendors' needs.

In 2007, the UCF basketball teams will be preparing for home openers in a state-of-the-art, 10,000-seat convocation center that also will host commencement ceremonies, concerts and a variety of other entertainment programs.

The convocation center, slated to open in fall 2007, is an integral part of UCF's effort to transform the northern part of campus into an area where students, alumni and fans can live, study, work and play.

The convocation center will have double the seating capacity of the UCF Arena, which will help UCF attract more top concerts and family-oriented shows.

About 7,000 seats will be on the lower level, while about 3,000 will be on an upper level that will be built over half of the lower level. Except for bleachers behind one of the baskets for student seating, all other chairs will have backs.

### **Convocation Center Fact Sheet**

1. Projected opening date: Fall 2007
2. Number of seats: 10,000 (current Arena seats 5,100 for basketball games)
3. Premium seating: 18 luxury suites (includes two party suites), 500 club seats and 64 loge box seats
4. Events: Basketball games, university and high school commencements, concerts, children's shows and other entertainment
5. Amenities: State-of-the-art scoreboard with video replays, improved acoustics for concerts and a kitchen that can provide catering services for events.

### **F. Quality of Service**

It is the requirement of UCF that the concessions service food be of the highest quality attainable. All concessions areas 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 must be served in individual Styrofoam, paper or plastic containers as approved and designated by UCF. The selling price of the food items must be mutually agreed on by both parties.

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 merchandise shall not be sold at any time.

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

Vendors circulating through seating areas shall have leak-proof baskets and containers for carrying merchandise. Vendors are to prevent scattering of food

containers, wrappers, napkins, and other items.

The 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 concessionaire to take appropriate action after notification, in writing or verbal, from UCF may result in the cancellation of the contract.

The concessionaire shall constantly endeavor to improve the operation with a view toward developing gross receipts potential and service to the stadium patrons at athletic events.

#### G. Operating Conditions

Location of all concession areas whether temporary or permanent and location of storage space required by the concessionaire shall be designated by UCF. The concessionaire shall acquire no rights to such locations once assigned and UCF reserves the right to require the concessionaire to move temporary stands and equipment when the needs of other events require the use of such.

The University will at its own expense provide limited normal utilities required for concession operations. Anything herein to the contrary notwithstanding, UCF shall not be liable or responsible for any failure to furnish the services set forth above occasioned by strike, other work stoppage, federal, state, or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying the said services, any temporary stoppage for the repair, improvement or enlargement thereof or any act or condition beyond its reasonable control.

The concessionaire shall furnish at its own expense all labor for the moving and setting up and dismantling of temporary refreshment stands in such locations as may be agreed upon between the concessionaire and UCF. Concessionaire will provide labor for selling products throughout the stadium and at all other venues sale site locations.

The concessionaire shall be entitled to enter upon and remain in said premises only during university events and for a reasonable time prior to and subsequent to events, and only for the purpose of exercising during events the rights and privileges herein mentioned.

Nothing herein contained shall be held to limit or qualify the right of the university to a free and unobstructed use, occupation and control of its facilities and ingress and egress for itself, its lessee and the public. UCF shall have the right to enter upon and have access to all spaces occupied by the concessionaire during the time events are in and not in operation, and all times when concession

employees are present and not present.

The UCF shall not be responsible for any goods, merchandise or equipment stored at the various university athletic sites nor will it be responsible for damage resulting from fire, explosion, falling plaster, steam, gas, electricity or power failure, water or rain which may leak from any part of the building or from any other place resulting from dampness, theft, vandalism, flood, earthquake, act of God or any other cause whatsoever.

#### H. Cleaning and Maintenance

The concessionaire shall provide its own janitorial service, pick up, clean up and disposal of all litter for all space assigned or used in his operation. The concessionaire shall keep neat, clean, and in a sanitary condition all premises and the surrounding areas used by him during the term of the contract. All refuse and waste materials created by the concessionaire's operations excluding that in seating areas shall be promptly disposed of after each event at the expense of the concessionaire. Waste foods will be kept in closed containers until removed from the facilities.

The entire area, except seating areas, within a radius of twenty-five (25) feet of each stand, commissary and work area, shall be kept clean and free from all rubbish and all rubbish and obstructions shall be removed there from by the concessionaire who shall keep a twenty-five (25) foot radius from each stand and other concession areas free and clear from all nuisance, repairs, and damages.

The concessionaire shall not permit any waste, injury, or damage upon or to the stadium or playing fields or the equipment and appurtenances. At the expiration of the concession contract, the concessionaire shall leave the stadium and other facilities and their equipment and appurtenances in at least the same condition as that in which they were at the commencement of the contract less normal wear and tear.

#### I. Concession Employees

The concessionaires shall be entitled to a reasonable number of employees, who shall be permitted free admission to university sites, while on duty for the event. UCF reserves the right to deny entry to the university sites and to eject such employees employed by the concessionaire in the exercise of the concession contract if the employees are not actively working the event.

Concession employees shall at all times be neatly and cleanly uniformed, at the expense of the concessionaire. Uniforms for employees shall be of standard style. The successful quoter shall be required to present designs and specifications for distinctive and colorful uniforms for stand operators and vendors within sixty (60)

days following the execution of the contract. The approval of UCF shall be required before uniforms are ordered.

Accurate records must be kept by the concessionaire at all times so as to assure proper identification of employees at any time required by the university or any other proper agency. Concession employees shall at all times reflect personal cleanliness. Unkempt and unclean employees shall not be accepted.

The concessionaire shall employ a manager who will exercise supervision of the concessionaire's operation and vendors, satisfactory to the UCF and who, or who's known alternate, will be present at the university sites at all times during the operations of the concessions. Concession employees shall at all times be polite and courteous in their dealings with university patrons. Concession employees shall not unreasonably disturb or offend spectators or interfere with the program or event in progress. The university shall be the sole judge in the determination of such matters.

## **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. Greg Robinson  
Purchasing Department  
12479 Research Parkway  
Orlando, FL 32826-3248  
grobins@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 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
11/07/06	Request for Proposal advertised
11/07/06	Request for Proposal released
11/21/06	Pre-Proposal Conference @ 10:00am
12/01/06 5:00pm	Last Day to submit communications and/or inquiries in writing only; preferably by email: See section 2.1
12/11/06	Responses to inquiries and Addenda, if any, mailed to Proposers
01/11/07	Deadline for Proposal submission at 2:00 p.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 not 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 submittal of proposal with the hope of negotiating a change of those conditions and requirements after award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to proposal opening. Failure to accept said conditions and requirements after contract award is grounds for rejection of that proposal and the university may seek**



**to award the contract to the next favorable proposer.** UCF shall in its sole discretion determine what requested changes to this RFP 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 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 than **December 1, 2006 at 5:00pm**, 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 Site Visit**

A Pre-Proposal Conference and site visit will be conducted on **November 21, 2006** at 10:00am in the Purchasing conference room. This will include a tour of existing facilities as well as a plan review session of facilities under construction. Contact person will be Peggy Howse (407) 823-0603.

#### **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; January 11, 2007** according to the time clock in UCF's Purchasing Department. UCF shall not extend or waive this time requirement for any reason whatsoever. Proposals or amendments to proposals that arrive after 2:00pm; January 11, 2007 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; January 11, 2007**, 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;**

**January 11, 2007.** 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: **7011ZCSA: Concessions Rights to Sponsored Events at North End Athletics Facilities.** The proposal must be submitted in one **(1) original and six (6) copies.** 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."  
**Failure to submit the requested number of copies may result in reject of your proposal.**

## **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 the Vice President of Administration and Finance or his written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. 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 makers determines it to be in UCF'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 (an evaluation committee is always created for an acquisition that uses the RFP method). 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. Such 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 Vice President/Dean or his/her written designee(s) will appoint the evaluation committee members. 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**

<b>Criteria</b>	<b>MAX POINTS</b>
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	30
2. COMPENSATION PACKAGE	40
3. PLAN FOR PROVIDING SERVICES	10
4. FINANCIAL STABILITY	10
5. REFERENCES	5
6. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS <b>(FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL)</b> Section 2.0	5
<b>Evaluation of Responses Point Total</b>	<b>100</b>

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 Vice President of Administration and Finance, or his/her designee. At the time of such delivery to the Greg Robinson, the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by the Vice President of Administration and Finance.

The Vice President of Administration and Finance 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 Vice President of Administration and Finance may give deference to the scoring forms. Based on what the Vice President of Administration and Finance determines is in the best interest of UCF, the Vice President of Administration and Finance 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 Vice President of Administration and Finance may, at any time during this RFP process, assign one (1) or more UCF staff member(s) to assist the Vice President of Administration and Finance review prior to his/her decision-making in this process. UCF 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 reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that UCF, in its sole discretion, determines is in UCF'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 Section 120.57 (3), Florida Statutes, shall constitute a waiver of all proceedings under Chapter 120, Florida Statutes.
- 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 takes final agency action, 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 **December 1, 2006 at 5:00pm**, 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.

## 2.17. Definitions

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

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

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

**Contract** - 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 will be assigned by Business Services.

## 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. Also, the Proposer must initial the designated item, using APPENDIX II, indicating that this section has been understood and agreed 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 2.31. 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 2.31. entitled "Subcontracts."

SCHEDULE:

Policy

- |     |   |   |
|-----|---|---|
| (a) | Worker's Compensation                         | Statutory   |
| (b) | *Comprehensive General Liability Insurance:   |   |
|     | (1) Bodily Injury Liability                   | \$500,000 each Person<br>\$500,000 each occurrence<br>\$1,000,000 aggregate |
|     | (2) Property Damage Liability                 | \$500,000 each occurrence<br>\$1,000,000 aggregate                          |
| (c) | Comprehensive Automobile Liability Insurance: |   |

- |     |                                     |  |
|-----|-------------------------------------|--|
| (1) | Bodily Injury Liability             | \$500,000 each person<br>\$1,000,000 each occurrence |
| (2) | Property Damage Liability           | \$500,000 each occurrence                            |
| (d) | Excess Umbrella Liability           |  |
|     | Combined Single Limit Bodily Injury | \$1,000,000 each occurrence                          |
|     | Injury and/or Property Damage       | \$3,000,000 aggregate                                |

\*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 ten (10) year period beginning approximately April 1, 2007, with UCF and the selected service provider and the University having the option to renew up to an additional two (2) five (5) year renewals pending mutual agreement.

### **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 (120) 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 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 the Business Services Department.

## **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 there under. 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.

### **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.

- A. Experience and Qualifications of Proposer
  1. The Proposer shall provide a general statement of experience, which shall include a verifiable statement and description of the Proposer's experience in

providing Concession services to a university or a medium to large multi-purpose 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.

2. Ability of Proposer's organization to meet UCF's needs. List primary officers and support staff of the organization.
3. The Proposer will provide a chart of the company 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 UCF account; include resume(s).
4. Number of years experience in providing concession services as described in paragraph 1.3 above. At least three (3) years experience is required.

**B. Compensation Package**

1. The proposal must contain an offer to pay a royalty fee to the university for concessionaire rights. The offer must be in the form of a percentage of gross sales, less sales tax on all items sold, with a guaranteed minimum payment amount of \$500,000.
2. Capital Improvements to Concession Facilities: Contractor will be required to provide capital funds to be used to enhance and support current concession facilities and the build out of new facilities (Brighthouse Stadium and Convocation Center). The funds will help to attract attendance and to enhance the game experience and to encourage concessions sales.

**C. Plan for Providing Services**

1. The proposer shall present evidence of the firm's capabilities to provide the service and support outlined.
2. The proposer shall submit plan for operations and management of the various venues and events outlined.
3. Proposer may provide additional statements and information which support its proposal. UCF is particularly interested in innovative solutions in the provision and support of concession operations.
4. Submit names of any subcontractors which the proposer may use; submit examples of the subcontractor's work.

**D. Financial Stability**

Financial Statements - As evidence of its financial ability, the Proposer shall submit with its proposal, a copy of each of the Proposer's last three (3) fiscal years' annual financial statements reviewed or audited by a chartered accountant or certified public accountant. Failure to conform to this section may be grounds for rejection of the proposal.



E. References

Additionally, please provide a minimum of four (4) current references from the southeastern United States, preferably other educational institutions of comparable size and type of operation to UCF. Include the complete name, address, telephone number, and contact person. The statement shall list client accounts lost through early termination or non-renewal over the past three (3) years. Include contact name and phone number, length of service at each account, and reason for loss. Finally, the statement must list college and university accounts acquired over the past three (3) years. Include contact name and phone number, and date account as acquired.

**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 **Greg Robinson**.

Evaluation Factors	Max Points	Points Awarded
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	30	
2. COMPENSATION PACKAGE	40	
3. PLAN FOR PROVIDING SERVICES	10	
4. FINANCIAL STABILITY	10	
5. REFERENCES	5	
6. CONFORMANCE TO RFP'S PREFERRED CONDITIONS AND REQUIREMENTS <b>(FAILURE TO CONFORM TO RFP'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL)</b> Section 2.0	5	
<b>Evaluation of Responses Point Total</b>	<b>100</b>	
Comments, if any:		

**EVALUATOR'S NAME** \_\_\_\_\_

**EVALUATOR'S SIGNATURE** \_\_\_\_\_

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

**APPENDIX II  
CONDITIONS AND REQUIREMENTS  
SUPPLEMENTAL PROPOSAL SHEET**

Those items in Sections 2., and 3., of this RFP must each be initialed, as shown below, 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 award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to proposal opening. Failure to accept said conditions and requirements after contract award 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 INITIAL</u>
1.0	_____	_____	_____
1.1	_____	_____	_____
1.2	_____	_____	_____
2.0	_____	_____	_____
2.1	_____	_____	_____
2.2	_____	_____	_____
2.3	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6	_____	_____	_____
2.7	_____	_____	_____
2.8	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIAL</u>
2.12	_____	_____	_____
2.13	_____	_____	_____
2.14	_____	_____	_____
2.15	_____	_____	_____
2.16	_____	_____	_____
2.17	_____	_____	_____
2.18	_____	_____	_____
2.19	_____	_____	_____
2.20	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27	_____	_____	_____
2.28	_____	_____	_____
2.29	_____	_____	_____
2.30	_____	_____	_____
2.31	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIAL</u>
2.34	_____	_____	_____
2.35	_____	_____	_____
2.36	_____	_____	_____
2.37	_____	_____	_____
2.38	_____	_____	_____
3.0	_____	_____	_____
3.1	_____	_____	_____
3.2	_____	_____	_____

**PROPOSER COMPANY NAME** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

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

### APPENDIX III

#### CERTIFICATE OF NON-SEGREGATED FACILITIES

We, \_\_\_\_\_ certify to the UCF 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 face, 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** \_\_\_\_\_



EXHIBIT "A"

VANILLA BOX  
LANDLORD'S WORK

FLOOR:

-Unsealed concrete floor, ready for final finishes by others.

WALLS :

-Demising and front exterior walls to be gypsum board over metal studs or furring strips, taped, spackled, sanded and ready for painting and/or wall covering by others. Rear wall to be unpainted concrete block masonry. Demising walls extended to underside of roof deck.

RESTROOM:

-The demised premises will be per ADA requirements, including toilet, wall mounted lavatory, toilet paper dispenser, framed mirror and grab bars. Walls shall be water resistant gypsum board on "wet" wall, standard drywall on store side and exposed painted masonry rear wall. Ceiling to be standard 2x4 lay in ceiling.

ELECTRICAL SERVICE:

-One (1) 200 amp, 3 Phase, 4 wire service panel within the premises, subject to the limitations of the serving utility. The panel shall be circuit breaker type with breakers installed for the HVAC system.

HVAC:

- Cooling of the premises shall be provided by roof top mounted units, on the basis of one ton of cooling per approximately 300 square feet of floor area. Trunk distribution, diffusers, grills and thermostat shall be provided by Tenant.

STOREFRONT:

- Metal framing and glass materials shall be utilized with one standard door per Landlord's Architect's plans for the demised premises.

REAR EXIT:

-Standard rear door, 3'x7' metal door with metal frame and hardware. Door shall be painted per Architects plan.

FIRE PROTECTION ALARM:

-A wet sprinkler system will be installed with pendant type sprinkler heads utilized if required per code. Modifications to sprinkler pattern by Tenant (to be approved by Landlord prior to permitting).

TELEPHONE:

-Telephone service conduit shall be brought to a location within the premises, typically adjacent to the electric panel. Such conduit will extend from the utility exterior service box and shall include a pull cord for the Tenant. Additional service, wiring etc. shall be the responsibility of the Tenant.

CEILING:

-Building standard 2x4 lay in ceiling.



**IMPORTANT DOCUMENT - PROPOSAL REVISION**

PROPOSAL NUMBER- 7011 ZCSA OPENING DATE & TIME- Jan 11, 2007; 2:00 pm

PROPOSAL TITLE - Concession Rights to Sponsored Events at North End Athletics Facilities

ADDENDUM NUMBER- 1 ADDENDUM DATE- Dec 13, 2006

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

Purpose of addendum is to answer questions from potential proposers:

SEE ATTACHED QUESTIONS AND ANSWERS

**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 7011ZCSA: CONCESSIONS RIGHTS**

**QUESTION AND ANSWERS FOR ADDENDUM #1**

1. Sales and attendance numbers for all sports for past three years i.e. football sales, football attendance, etc. (or whatever is available)

Answer: Past attendance is not going to be a good predictor of future attendance (for a variety of reasons). With that said, I offer the following information:

		Past 3-year average	Projected
• Football	06 games	17,000	34,000
• M Basketball	14 games	1,500	4,000
• W Basketball	14 games	400	750
• Volleyball	14 games	250	400
• Baseball	32 games	750	1,250
• Softball	28 games	350	450

2. There is no current warehouse so where could a walk in cooler freezer and storage containers be placed?

Answer: Can be discussed with awarded vendor.

3. What will be the policy of “pass outs” at the football stadium?

Answer: If “Pass Outs” is defined as hocking in the stands, a policy does not exist.

4. Who is responsible for replacing obsolete equipment?

Answer: The contractor will be responsible for repair, replacement and maintenance.

5. Who will own equipment at the end of the contract term?

Answer: The equipment will belong to the concessionaire with the exception of any/all built in items (sinks, counters, on-site built coolers).

6. Does the existing equipment remain?

Answer: Yes- with exceptions.

7. Can the concessionaire discontinue vending machine operations in public areas during events?

Answer: At this time we do not plan on having customer accessible vending machines available.

8. What is the home football schedule for the next three years?

Answer: Not available at this time, plan on 6 games per season

9. In the new areas are floor drains provided?

Answer: See 1.3-E in RFP

9b. Are they necessary?

Answer: The equipment used will determine the need.

10. Are vent hoods necessary for heating equipment?

Answer: Vent hoods are required for any uncooked food product that produces grease, fumes, or moisture. Reheating fully cooked foods does not usually require venting.

11. Is the guaranteed minimum payment amount of \$500,000 per year or a per contract term (10 years) requirement?

Answer: Per year

12. Need full size blueprints for Bighthouse and UCF Convocation Center – are they available? This is necessary in order to appropriately determine the build out.

Answer: Full size drawings can be purchased from Orlando Reprographics: \$300 for half size, \$600 for full size.

13. Is the expectation of the new company to hire their own design and construction company or will we work with the current construction company that is working on the project?

Answer: That is your choice. Either will be acceptable, if you chose to go to an outside design and construction firm the process will take more time and require additional review.

14. Can we have attendance figures for all venues for the last 3 years?

Answer: UCF Arena

Attendance figures for 04-05: 195,000

Attendance figures 05-06: 241,000

15. Can we have sales figures for all venues for last 3 years?

Answer: The on campus sales figures are:  
2003 \$171,042  
2004 \$188,540  
2005 \$237,353  
2006 Indoor \$237,353 Outdoor \$44,291  
Other locations not available at this time.

16. How many subcontractors are currently working at UCF? Can we get a list of current subcontractors?

Answer: Please define what type of contractors? If the question concerns the football stadium subs, contact Warton-Smith Construction.

17. Does ISP have any "food" sponsors that we are required to purchase from?

Answer: Not at this time.

18. What is the coke contract for the pouring rights?

Answer: They have exclusive rights for any beverage sold or distributed on campus. Products must be sold or distributed by Coke Cola NA.

19. Can we get a schedule of events for all the athletic venues?

Answer: Very difficult to provide a schedule, but you can rely on the following number of events:

- \* Football 6 games
- \* M Basketball 14 games
- \* W Basketball 14 games
- \* Volleyball 14 games
- \* Baseball 32 games
- \* Softball 28 games

20. How many home football games are scheduled to be played on a yearly basis.

Answer: 6 per year

21. Is the current equipment that is on site owned by the university or by Aramark?

Answer: Both—Most existing concession equipment is owned by UCF—some proprietary concession equipment Soda machines and brand specific items are owned or leased by current provider.

21. Will UCF allow alternate proposals?

Answer: Yes

22. Is there office space provided for the concessionaire?

Answer: Not at this time, but can be addressed.

23. Will the concessions stand be equipped to allow credit cards and/or declining balance cards?

Answer: Phone lines will be made available; Concessionaire will need to provide the equipment to read the cards. All concession stands must be equipped to accept the UCF Card.

24. When will the decision be made on who will own the pouring rights?

Answer: The contract with Coke expires March 2009.

25. Is the guarantee negotiable? Is the \$500k royalty fee meant to be annual or over the term?

Answer: Annually

26. Can the amortization be spread out over the total 20years of the contract?

Answer: No-10 years, life of initial contract

27. Is there a planned location for refrigeration and storage for football and the convocation center?

Answer: Space has been set-aside at the current arena that can be reconfigured for refrigeration and storage.

28. How many events are scheduled to be at the convocation center?

Answer: Projected events 170 includes athletics  
Projected attendance 500,000 includes athletics  
Event categories, tradeshows/flat shows, live family shows (Sesame Street) banquets & meetings, special event sports (Harlem Globetrotters, And 1, mixed martial arts, etc), cheer competitions, Latin concerts, circus, high school commencements, meetings and athletic camps.

29. Is there a plan for fountain units within the concession stands?

Answer: That would be up to the concessionaire to provide.

30. Does the health department require drains for sinks and fountain units?

Answer: You will need to check with the Health Department for Rules and Regulations.

31. When will move-in be able to take place in the stadium?

Answer: Mid-August

32. Are there city/state/county health requirement codes for the flooring/walls/lighting that we would be required to adhere to? If so, can we get a copy of the requirements?

Answer: Concessionaire will need to work with project Architect /Contractor/Facilities Planning to comply with UCF requirements. All codes will need to be adhered to, requirements will depend on design.

33. Can we get copy of the blueprints for the concession stands at all venues?

Answer: Answer: Full size drawings can be purchased from Orlando Reprographics: \$300 for half size, \$600 for full size.

34. Can we get an inventory of existing equipment?

Answer:

- Convection Steam Cooker
- Gas Convection Oven
- Victory Refrigerator
- Victory Refrigerator, under counter
- McCall Freezer
- Victory Freezer
- Bunn O matic
- Table, Stainless Steel
- Cannibal Disposal
- Dishwasher
- Table, Stainless Steel
- Manitowoc Ice Machine (4)
- Theater Pop 16 Popcorn Machine

35. Is the concessionaire responsible for the outside signage and menu boards?

Answer: The concessionaire is responsible for providing all menu boards. What type of outdoor signage are you referring to?

36. What is the plan if the stadium concessions are not ready for the home opener?



Answer: Contingency plans will be activated. If this occurs the concessionaire will not be responsible for events located at other locations not listed in RFP.

37. What is the current concession contract?

Answer: There is not a separate agreement for concessions, currently done under the existing contract with Aramark.

38. Will ice merchandisers be allowed in the concourses? Is there power available?

Answer: What is an ice merchandiser? Yes there is power.

39. Will there be power in the concourses for kiosks?

Answer: Yes

40. Will there be water available and drains in the concourses?

Answer: No

41. Will there be pass-outs allowed?

Answer: Yes, if "Pass Outs" is defined as hocking in the stands.

42. Will customers be allowed to bring in food and/or bottled beverages?

Answer: No

43. Will there be condiment counters or shelves provided in the stadium and convocation center?

Answer: Only what is provided for in this contract.

44. Can we get a current product list with portion sizing and current prices?

Answer: See Attached list.

45. Can we get a current Non profit group list?

Answer: We are not using NPO at the present time.

46. Does "limited" alcohol refer to just beer and wine or is hard liquor intended to be sold as well?

Answer: Just beer and wine for selected events only.

47. What does "partial" concession consist of for baseball games?

Answer: Reduced selection and number of food choice available.

48. Can we have a list of non-athletic events that are schedule at the convocation center?

Answer: Event categories, tradeshow/flat shows, live family shows (Sesame Street) banquets & meetings, special event sports (Harlem Globetrotters, And 1, mixed martial arts, etc), cheer competitions, Latin concerts, circus, high school commencements, meetings and athletic camps.

49. Will vending machines be put at the arena and convocation center? If so, will they be available during events that are held at the arena and convocation center?

Answer: We do not plan on having customer accessible vending machines available.

50. Can hot dogs be sold in foil bags as opposed to paper, plastic containers?

Answer: Yes, if permitted by Health Department.

51. What are the fees that are associated with janitorial services?

Answer: Concessionaire is responsible for their own janitorial service.

52. Will the concessionaire have access to a trash compactor or dumpster?

Answer: Yes

53. What does the current operator pay for license's?

Answer: Current provider pays for liqueur license.

54. What are the parking fees that are required?

Answer: All staff, students, vendors pay a parking fee—there are different levels. Please go to <http://parking.ucf.edu/> for current fees and types.

55. We would like to request the last 2 years attendance and per caps from the citrus bowl.

Answer: Information not available at this time.

Football Stadium Questions:

56. We would like a CAD architectural plan with dimensions of each concessions stand.

Answer: CAD drawings for the food services areas can be obtained through Purchasing. Email your request to Greg Robinson: [grobinso@mail.ucf.edu](mailto:grobinso@mail.ucf.edu) .

57. What is the square footage of each concession stand?

Answer: Information will be provided on CAD Information will be available on CAD Drawings.

58. Will the stands come with gates, counters and sinks?

Answer: Information will be available on CAD Drawings.

59. What are the dimensions of the serving windows for each stand?

Answer: Information will be available on CAD Drawings.

60. What do the front of the stands look like?

Answer: Information will be available on CAD Drawings.

61. Will there be hot water available?

Answer: See Proposal section 1.4 - E

62. Space not used

63 thru 66 . Space not used

67. How many season tickets have been sold at this time?

Answer: 14,984

68. Are the sky boxes/suites sold out?

Answer: Yes

69. What is the anticipated completion date of the stadium?

Answer: August 2007

70. What is the contingency plan if the stadium is not completed in time for the advertised Texas Longhorn game?

Answer: Contingency plans will be activated. If this occurs the concessionaire will not be responsible for events located at other locations not listed in RFP.

71. Should the contingency plan be implemented, will there be relief given to the concessionaire for lost sales revenue?

Answer: No

Convocation Center Questions:

72. We would like a CAD architectural plan with dimensions of each concessions stand.

Answer: Contact Purchasing to request CAD drawing.

73. What is the square footage of each concession stand?

Answer: Information will be available on CAD Drawings.

74. Will the stands come with gates, counters and sinks?

Answer: Information will be available on CAD Drawings.

75. What are the dimensions of the serving windows for each stand?

Answer: Information will be available on CAD Drawings.

76. What do the front of the stands look like?

Answer: Information will be available on CAD Drawings.

77. Will there be hot water available?

Answer: Information will be available on CAD Drawings.

78. In the plans for the convocation center there is mention of branded concessions downstairs, what is the status of these concepts?

Answer: All retail areas are expected to be leased at the time of opening.

79. Will there be office space in the convocation center for a central command and money room during the events?

Answer: Space assigned for concession could be configured to support this function.

80. Parking and shuttles for concession employees, will there be a designated parking location and shuttle opportunities for the employees?

Answer: Parking specifically for contracted employees has not been addressed. All contracted employees will be required to purchase a parking permit.

81. Will the floors be sealed?

Answer: See Exhibit A “Vanilla Box”

82. Will there be paint on the walls?

Answer: See Exhibit A “Vanilla Box”

83. Will there be ceiling tiles in the ceiling?

Answer: See Exhibit A “Vanilla Box”

84. How many events will there be scheduled in the convocation center annually?

Answer: 177 Including Athletic Events

85. Of these events, how many will be non-UCF athletic events?

Answer: See above

86. What is the forecasted attendance per year for the convocation center for the next 10 years?

Answer: 500,000 per year

87. Is there a growth factor involved in these figures?

Answer: No

88. What is the forecasted attendance per non-UCF athletic events in the convocation center?

Answer: 430,000

89. Please confirm that electrical, water and plumbing service will be provided for in the convocation center concession stands.

Answer: Yes

Arena Questions:

90. What is the square foot of the existing concession stands that will be remaining after the remodel?

Answer: Request site visit through Business Services to obtain measurements: Peggy Howse; 407-823-0603.

91. Where and what are the square footage of the 2 new lower level concession stands?

Answer: Contact Purchasing to request CAD drawings.

92. We would like a CAD architectural plan with dimensions of each of these four stands.

Answer: Contact Purchasing to request drawings.

93. How many events will be scheduled in the current existing arena annually?

Answer: 34 events.

94. How many non-UCF athletic events will occur in the current existing arena annually?

Answer: 20 events.

General Questions:

95. Will credit cards be a required form of tender?

Answer: No.

96. What other forms of tender will be preferred or required?

Answer: Student ID – Declining Balance card.

97. The RFP does not mention soccer events as was eluded to in the tour on 11/21, are these what was referred to the occasional other on-campus events in the RFP?

Answer: Yes

98. Historically what are the occasional other-on campus events?

Answer: Picnics, movies, student sponsored events.

99. What do you envision as the occasional other on-campus events?

Answer: Same type as above.

100. The RFP mentions the ability to switch beverage vendors and snack products. What about our existing agreements with our snack providers?

Answer: See RFP section D-4

101. Please Define the following: Full concessions vs. partial concessions.

Answer: The difference between full and partial is the menu, selection and number of food choice available.

102. RFP stipulates that price increase will be approved by UCF. Will these be mutually agreed upon?

Answer: Yes, but with UCF having the final approval.

103. RFP mentions that Special Events and Promotions: UCF reserves the right, on a limited basis, to allow another vendor supplemental food or beverage rights for a special event or promotions. Please elaborate specific times that this occurred in the past and what is the criteria for this exclusion?

Answer: This allows UCF to have the ability to have flexibility with the facilities. No current event to site.

104. The RFP mentions that the contractor should have the ability to change snack foods during the contract period should the university award exclusive rights to one company for the campus; or, when called for as part of a multimedia advertising agreement. A product change should be financially feasible for the concessionaire." Could you please cite some specific example of when this has happened or the potential of this to occur.

Answer: This allows UCF to have the ability to have flexibility with the facilities. No current event to cite.

## Arena Product Mix

### Main Menu Items:

Hamburgers- \$3.75  
Hot Dogs- \$2.75  
Pizza Slice- \$2.25 (\$2.50 in Box)  
Subs- \$4.00  
Chicken Sandwiches- \$4.00

### Side Items:

Popcorn (46 oz)- \$2.00  
Popcorn (85 oz)- \$3.50  
Pretzels- \$2.00  
Flavored Pretzel (Pizza Pretzel Marinara)- \$2.50  
Nachos & Cheese- \$3.00

### Snacks:

Chips (Cheetos, BBQ, Lays, Doritos, Baked Cool Ranch)- \$1.50  
Candy (M&Ms, M&M Peanuts, Twix, Snickers, Skittles)- \$2.00  
Cotton Candy- \$3.00  
Beef Jerky- \$2.00

### Drinks:

Fountain Sodas- 24 oz \$2.50, 32 oz \$3.00, Arena Cup \$3.50  
Contour Sodas (Coke, Diet Coke, Sprite, Lemonade)- \$2.00  
Rockstar- \$3.00  
Juice- \$2.00  
Dasani Water- \$2.00  
Hot Chocolate & Coffee- \$1.50

### Breakfast:

Danishes- \$2.00  
Fresh Fruit- \$1.00  
Breakfast Bars (Chewy Bars)- \$.50  
Bagels- \$1.00/ \$.50 Cream Cheese or Butter  
Cinnamon Rolls- \$2.00

### Specialty Carts:

Island Oasis Smoothies- \$3.00 (Ice Cream-vanilla, chocolate strawberry; smoothies strawberry and lemon)  
Funnel Cake Cart- \$3.00, \$.50 toppings (chocolate, strawberry, caramel)  
Churro Cart (use pretzel stand)- \$1.50 for 10 inch

### Hockers:

Popcorn Boxes- \$2.00  
Cokes- \$2.00  
Water- \$2.00

### Alcohol:

Beer- \$6.00  
Frozen Cocktails- \$6.00 (Strawberry Daiquiri, Pina Colada, Hurricane)  
Wine- \$6.00  
Shooters- \$3.00



