



ADDENDUM

IMPORTANT DOCUMENT – INVITATION TO NEGOTIATE ADDENDUM

ITN NUMBER: 1606NCSA OPENING DATE & TIME: February 27, 2017 @ 4:00 PM

ITN TITLE: Contract for the Management and Operation of the University of Central Florida Campus Bookstores

ADDENDUM NUMBER: 2 ADDENDUM DATE: February 10, 2017

1. Please note the Bonfire Portal Link has **changed**. Please use the link included herein to upload your submittal. <https://ucfprocurement.bonfirehub.com/opportunities/2302>
2. Reference 4.11(b) Financial Reporting and Payment Terms. 4.11(b) is deleted and does not apply to the specified commissions of this ITN. Additionally, all references in the ITN to sales tax payments on commissions as specified in this section are hereby deleted.
 - b. ~~A Sales Tax payment based on the amount of each Commission payment made by Contractor to the University. The Sales Tax payment is calculated as a percentage of the Commission payment made to UCF using the percentage rates set by the Florida Department of Revenue and Orange County Florida at the time the Commission payment is due (currently 6.5%).~~
3. Answers to questions submitted by vendors during the open question period are provided on the following pages.

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

PROPOSERS SIGNATURE

PRINT OR TYPE PROPOSER'S NAME

COMPANY NAME

EMAIL ADDRESS

Questions and Answers

1. **2.22 Termination of Contract:** Respondent respectfully requests that the termination language outlined in Section 2.22 be defined for both the Contractor and University. Example: We request that both the University and Contractor have the ability to terminate the contract at any time by providing 120 days written notice.

Answer: UCF is open to discussing this provision during negotiations with proposers that advance to negotiations.

2. **2.23 Assignment and Amendment of Contract:** Respondent respectfully requests consideration of our standard language for assignment:

2.23.1 Assignment

(a) Except as expressly provided herein, neither the University nor the Contractor shall assign, transfer or subcontract any rights or obligations under this Agreement in whole or part without the prior written consent of the other Party. Any assignment, transfer or subcontract without such consent shall be deemed void and of no effect.

(b) The Contractor may assign, without the University's prior approval, this Agreement and its rights and obligations to any successor corporation or entity resulting from a merger or consolidation with such Party or the sale of substantially all of the assets of the Contractor, or to any entity controlled by, controlling or under common control with the Contractor.

(c) Consent by either Party to such assignment in one instance shall not constitute consent by the Party to any other assignment.

2.23.2 Binding Effect

Subject to 2.23.1, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Answer: UCF is open to discussing this provision during negotiations with proposers that advance to negotiations.

3. **2.36 a Equal Opportunity Statement:** Respondent respectfully requests consideration of the following revised language for Section 2.36.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 to the extent legally required.

Answer: UCF is open to discussing this provision during negotiations with proposers that advance to negotiations.

4. **4.3 h Background Checks:** Respondent respectfully requests consideration of the following revised language for Section 4.3h, which mirrors our company's current background check policies:

h. Background Checks. The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all the contractor's full-time and part-time employees. The Contractor shall maintain background checks for all the contractor's full-time and part-time employees working at UCF. Any applicants that have background checks that are returned with a "hit" (conviction) are subject to review and approval by Contractor in accordance with federal, state and local hiring requirements and Contractor policy.

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

- *Criminal Felony & Misdemeanor – 7 years (a)- Unlimited # of counties as Revealed by SSN Trace*
- *Sex Offender Registry*
- *SSN Trace*

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

Answer: UCF is open to discussing this provision during negotiations with proposers that advance to negotiations.

5. **4.5 Course Materials Affordability/Pricing Policies:**

It is the desire of Respondent to price textbooks, course packs and custom books at a 25% gross margin as stipulated in Section 4.5. We respectfully request an exception be made for textbooks purchased from publishers with financial return penalties, restrictive and/or non-returnable textbook policies, that they be priced at a 30% gross margin.

Respondent also respectfully requests the continuation of our current industry standard textbook rental pricing policy. Renting as many titles as possible is the best way to ensure your students can take advantage of the great value this format option offers. To accomplish this, it is our policy to price competitively and to respond to market trends. Older textbooks that have been on the market longer are ideal rental candidates and provide the greatest student savings. However, textbooks that are limited in supply can still be viable rental options, if priced slightly higher, which still provides deep savings off the traditional new and used prices. This flexible pricing model allows the Bookstore to give students great savings, averaging 50% or more, remain competitive and retain a high rental title percentage. We will also offer students the option to buy rentals at the end of the term at discounted prices.

Answer: ITN Section 4.5 outlines the required textbook/course materials pricing policy.

6. **4.9 c Financial Aid:** Respondent respectfully requests consideration of an annual cap of \$50,000 in credit paid to UCF students receiving financial aid.

Answer: Question is not clear.

If Respondent is requesting a \$50K cap on its liability regarding uncollected debit from the Financial Aid program, please note that on the Financial Offer form.

If Respondent is requesting to limit amount of the credit it offers to students each semester (between the time when student orders text books and when the financial aid is available) to \$50K, please note that on the Financial Offer form.

7. **4.16 c Contractor Obligations:** Respondent currently does not cover costs related to repair/replacement/adjustment/cleaning of ducts, ceiling tiles, light bulbs, fluorescent tubes, interior doors and hardware, storefront, entrance doors and gates, including the door closing mechanisms and locks. We respectfully request an outline detailing the annual costs for these expenses.

Currently, Respondent incurs approximately \$25,000 annually in maintenance costs – including carpet, floor and window cleaning, pest control, café maintenance and miscellaneous electrical repairs – at all three bookstores.

**Answer: The total cost for maintenance and repair of the Knights Plaza Campus Store and the JTWC Bookstore (combined locations) is:
FY15 = \$16,333.
FY16= \$18,251.**

(Note that these figures include all expenses at both locations (some of which will not be a responsibility of Vendor. However our financial records do not have enough detail to sort the report by Vendor’s responsibility nor is it sortable by location – so consider these expenses to be worse case.)

8. **5.14 a Financial Return to UCF:** Under the “Commissionable Sales” definition, Respondent respectfully requests the addition of the following language: “...*less sales of product with recommended or required gross margin less than 20%.*”

Answer: ITN Section 4.5 outlines the required textbook/course materials pricing policy.

9. Can you supply a CAD drawing (preferred) or PDF drawing of each campus store location and building?

Answer: You can obtain floor plan drawings by filling out the NDA and Request for Approval forms located on the UCF Procurement Services website under ITN 1606NCSA. The forms should be emailed to Maritza Tibbetts. Her contact information is listed in the Approval Request Form.
<https://procurement.ucf.edu/solicitations/>

10. How many Athletic Venues are currently used for each sport basketball, volleyball, baseball, football?

Answer: One each: Basketball @ the Arena,
Volleyball @ The Venue,
Baseball @ the Baseball Complex,
Football @ the Stadium.

11. Please provide the sales for Athletic venues from the current and prior fiscal year and a break down by sport

Answer: Vendor Game-Day Sales (i.e. Portables/Trailers/Tents)

<u>Location/Venue</u>	<u>Sales Amt.</u>
Main Tent - Football:	FY16: \$53,550
Suites/Club Sales - Football:	FY16: \$8,308
East Side Tent - Football:	FY16: \$6,450
Trailer (18ft) - Football:	FY16: \$5,126

No game-day sales are currently taking place at any other Venue.

12. Please provide sales from ecommerce through the store website, total and by category.

Answer: This information is not available. Vendor's Sales/commissions report to University does not show e-commerce/website sales as a separate item.

13. Are University faculty using an on line adoption tool? If yes, is the on line adoption tool integrated into the LMS system and is it single sign on?

Answer: The University Faculty/Dept. logs into Vendors software to enter their selections for the course material requirements. This is not currently integrated into the LMS system.

14. Is the Bookstore currently integrated with SIS and LMS systems for:
- Automated Course Import?
 - Single sign on for faculty adoptions in LMS?
 - Student single sign on in LMS for access to Digital Course Materials?
 - Registration integration to allow students to view and purchase materials at time of enrollment?
 - Financial Aid Integration with Bookstore Point of Sale system?

Answer:

- 1. Bookstore staff downloads course information from the Pegasus Mine Portal.**
- 2. Faculty uses SSO (Shibboleth) to sign into the bookstore's adoption website.**
- 3. No, students typically receive codes to access digital course materials from the publisher websites.**
- 4. Yes, students are provided a link to course materials after enrolling in classes via PeopleSoft. From this link, they can opt to print a list or purchase the books from the bookstore.**
- 5. UCF uploads a daily file of anticipated financial aid to a bookstore FTP. The anticipated funds are only available to students who opt into the program during the allotted time period.**

15. Respondent respectfully requests a copy of Fall 2016 and Spring 2017 adoption list in an electronic and sortable format as referenced on page 44 of the ITN.

Answer: The adoption list is posted on the Procurement Services website under ITN1606NCSA. <https://procurement.ucf.edu/solicitations/>

16. Page 45 item "k" references the Universities' right to work directly with "third party vendors" to reduce the cost of course materials. Is the University currently engaged in any third party relationships where course materials bypass the bookstore? If yes, who are the vendors and how many courses are affected?

Answer: University is not currently working with any third-party vendors.

17. Are there any current UCF contract associates employed by the current vendor?

Answer: No. UCF contract associates are employed by the Vendor. The current Vendor does employ UCF Students.

18. What is the tenure of the current store manager and text manager at each location?

Answer: The Store Manager for the campus location has been on-site for approximately 7 years. Tenure for text manager is unknown.

19. We are a virtual bookstore and I wasn't sure if you were open to models outside of a traditional book and mortar. We would love to participate if you are looking at alternate models.

Answer: We will consider all proposals submitted. Award will be made to the proposal that best meets the requirements of the university as listed in the ITN.

20. In regard to ITN 1606NCSA, will UCF consider "partial" responses?

Answer: We will consider all proposals submitted. Award will be made to the proposal that best meets the requirements of the university as listed in the ITN.