

**SUBMIT OFFER TO:
Via Bonfire Web Portal
UNIVERSITY OF CENTRAL FLORIDA**

www.procurement.ucf.edu
<https://ucfprocurement.bonfirehub.com/opportunities/230545>

Your submission must be uploaded, submitted, and finalized prior to the closing time on **May 6, 2026 @ 2:00 PM EST**. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before the closing time to begin the uploading process and to finalize your submission. See **Appendix 3** for submittal instructions.

University of Central Florida

INVITATION TO NEGOTIATE

Contractual Services

Acknowledgement Form

Page 1 of 47 Pages	OFFERS WILL BE OPENED May 6, 2026 @ 2:00 PM EST and may not be withdrawn within 120 days after such date and time.	ITN NO. 2025-09NCSA
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UNIVERSITY ADVERTISING DATE: April 8, 2026	ITN TITLE: Snack Vending Services
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FEDERAL EMPLOYER IDENTIFICATION NUMBER

SUPPLIER NAME	REASON FOR NO OFFER:
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SUPPLIER MAILING ADDRESS	
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CITY - STATE - ZIP CODE	POSTING OF PROPOSAL TABULATIONS
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AREA CODE	TELEPHONE NUMBER	Proposal tabulations with intended award(s) will be posted for review by interested parties on the Procurement Services solicitation webpage and will remain posted for a period of 72 hours. Failure to file a protest in accordance with BOG regulation 18.002 or failure to post the bond or other security in accordance with BOG regulation 18.003 shall constitute a waiver of protest proceedings.
	FAX:	
	EMAIL:	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Supplier and that the Supplier is in compliance with all requirements of the Invitation To Negotiate, including but not limited to, certification requirements. In submitting an offer to an agency for the State of Florida, the Supplier offers and agrees that if the offer is accepted, the Supplier 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 procurement agency tenders final payment to the Supplier.

GENERAL CONDITIONS

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

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

3. NO OFFER SUBMITTED: If not submitting an offer, respond by returning only this offer acknowledgment form, marking it "NO OFFER," and explaining the reason in the space provided above. Failure to respond without justification may be caused for removal of the company's name from the solicitation mailing list. NOTE: To qualify as a respondent, the Supplier must submit a "NO OFFER" and it must be received no later than the stated offer opening date and hour.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED NAME (TYPED)

TITLE

CONTACT NUMBER

4. PRICES, TERMS AND PAYMENT: Firm prices shall be negotiated and include all services rendered to the purchaser.

(a) TAXES: The State of Florida is a tax-immune sovereign and exempt from the payment of all sales, use and excise taxes

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

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

(d) INVOICING AND PAYMENT: All Suppliers must have on file a properly executed W-9 form with their Federal Employer Identification Number prior to payment processing.

Suppliers shall submit properly certified original invoices to:

kNEXT
3544 Perseus Loop #160975
Orlando, Florida 32816

Invoices for payment shall be submitted in sufficient detail for a proper pre-audit and post audit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Section 112.061, Florida Statutes and applicable UCF policies.

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

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

Supplier Ombudsman: A Supplier ombudsman position has been established within the UCF Division of Finance. It is the duty of this individual to act as an advocate for Suppliers who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Supplier ombudsman can be contacted at (407) 882-1082 or by mail at the address in paragraph 4(d) above.

The ombudsman shall review the circumstances surrounding non-payment to determine if an interest payment is due, the amount of the payment; and shall ensure timely processing and submission of the payment request in accordance with University policy.

5. The Board of Trustees may not request documentation of or consider a Supplier's social, political, or ideological interests when determining if the Supplier is a responsible Supplier. Additionally, the Board of Trustees may not give preference to a Supplier based on Supplier's social, political, or ideological interests.

Invitation to Negotiate Acknowledgment Form (revised 4/7/25)



UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 2025-09NCSA

FOR

SNACK VENDING SERVICES

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1.0 INTRODUCTION

1.1 Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with a Supplier to provide snack food, hot coffee and hot beverage vending services for the main campus, and at other campuses as directed by the University, as described herein. The snack Supplier will provide a variety of snacks, including traditional items and healthy options, milk, hot coffee, hot beverages, and ice cream products. Specifically, this Contract provides for the non-exclusive rights and obligations for snack food and hot coffee and hot beverage vending services.

Facilities / Locations

Supplier is to provide vending services at the following facilities/locations described below:

- **UCF Main Campus** (including UCF occupied spaces within the Central Florida Research Park)
- **Rosen School of Hospitality**
- **UCF Academic Health Sciences Campus (located in Lake Nona)**
- **UCF Downtown Campus**

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

1.2 Contract Award

UCF intends to award a contract or contracts resulting from this solicitation to the responsible Respondent(s) whose offer(s) represent the best interest to UCF, after evaluation in accordance with the criteria in this solicitation. The Contract will include this solicitation document and the Successful Respondent's proposal and all the terms and conditions found in any resulting contract. A sample of UCF's standard terms and conditions can be viewed at <https://procurement.ucf.edu>. The Contract will also incorporate any clarifications and, if negotiations are conducted, any additional terms and conditions that are negotiated.

- A. UCF may reject any or all offers if such action is in UCF's best interest.
- B. UCF reserves the right and sole discretion to reject any offer at any time on grounds that include, but are not limited to, the Respondent's offer being found to be nonresponsive, incomplete, or irregular in any way, or when the Respondent's offer is not in UCF's best interest.
- C. UCF may waive informalities and minor irregularities in offers received.
- D. UCF reserves the right to award a contract without negotiations. Therefore, the Respondent's initial offer should contain the best terms from a cost or price and technical standpoint.
- E. UCF reserves the right to conduct negotiations with the proposer(s) whose offer may be deemed in the best interest of the university.
- F. UCF reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the respondent specifies otherwise in the offer.
- G. UCF reserves the right to make multiple awards if, after considering the additional administrative costs, it is in UCF's best interest to do so.

H. UCF is not obligated to make an award under or as a result of this solicitation.

1.3 UCF Environment

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

With more than 69,000 students, UCF is the second-largest university by enrollment in the nation. UCF researchers received \$204 million in fiscal year 2020 for funded research. In Fall 2020, the freshman class had an average SAT combined score of 1332, the Burnett Honors College enrolled 1872 students, and the number of incoming National Merit Scholars ranked UCF among the top 40 colleges and universities.

The university offers 224-degree programs with 99 bachelor's, 88 master's, 34 doctoral and 3 specialists degree programs, and leads all universities in Florida in conferring more than 16,000 degrees a year. UCF is committed to innovative community partnerships, world-class research with local impact, and the integration of technology and learning. from UCF's main campus, hospitality campus, health sciences campus and its ten regional locations.

Athletics Program

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

Campus Life

UCF has over 650 social clubs and organizations, plus an array of academic resources to help students succeed in school and as alumni. From orientation to graduation, the UCF experience creates opportunities that last a lifetime.

Academic Calendar

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

University Dining Facilities and Services

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

Housing

On-campus and affiliated housing includes 11 communities and provides beds for approximately 12,000 students ranging from first-year to graduate students.

Knights Plaza

Knights Plaza is the “Campus Town Center” and sits at the north end of the University of Central Florida's Orlando Campus. The plaza includes housing for more than 2,000 students in four towers, 183,000 square feet (17,000 m²) of commercial space, a 10,000-seat Arena, and a 2,300-seat Venue. The Arena hosts a diverse lineup of shows, entertainers, and special events, and is home to UCF’s men’s and women’s basketball.

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

1.4 UCF Contract Expectations

- A. The Proposer must have the ability, experience, and resources to efficiently and effectively operate a snack vending operation, as well as to enhance the future growth of vending services on the UCF Campus. The Successful Proposer will furnish, at no cost to the university, all the vending machines, equipment, commodities, supplies, maintenance, labor, management and marketing necessary for the efficient and profitable operation of the vending operations on UCF Campus in the agreed upon locations. The university will not consider any proposal that requires the subsidizing of the operations by the university or a management fee type arrangement.
 - B. The vending machines must be capable of continuously supplying the university community during regular business operational hours; day, evening, and weekend classes; semester breaks; and all other hours. Many of the vending machines will be available to the university community 24 hours a day, 365 days a year. The successful proposer will stock the machines, perform maintenance and repair services, and respond to requests for services, at a minimum, during the hours of 8 AM to 5 PM, Monday through Friday, excluding University holidays. The service component is extremely important to the university and as such the university will consider this a key component of the evaluation of this request.
 - C. Proposer’s offer shall include a minimum of 100 snack vending machines to be placed on the UCF Campus and affiliated locations. Presently, there are 101 vending machines on the UCF Campus and affiliated campuses. Approximate annual snack vending sales for the last three fiscal years (July – June) are:

FY2023 - \$574,024
FY2024 - \$708,642
FY2025 - \$715,167
 - D. Refer to Section 4.0 for specific operational requirements
-

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

The Respondent’s response to this ITN and any communications and/or inquiries by the Respondent during this ITN process shall be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, “Calendar of Events.” To the extent UCF determines, in its sole

discretion, to respond to any communications and/or inquiries, such response will be made in writing in the form of an addendum. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

Nellie Nido
Procurement Services Department
3544 Perseus Loop #160975
Orlando, FL 32816-0975
nellie.nido@ucf.edu

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

2.2 Approximate Calendar of Events

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

Date/Time	Action
April 8, 2026	Invitation To Negotiate advertised
April 17, 2026	Last day to submit communications and/or inquiries in writing only; preferably by email to nellie.nido@ucf.edu no later than 5:00 PM EST
April 22, 2026	Responses to inquiries and Addenda
May 6, 2026	Deadline for Offer submission at 2:00 p.m. EST (ITN opening)

2.3 Respondent Communications and/or Inquiries

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

the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.

- B. Any Respondent disagreeing with any negotiable terms and conditions set forth in this ITN is to indicate in Appendix I, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and is to provide a clear and detailed reason for the disagreement and a solution to the disagreement in his/her offer. UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated they disagreed with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions may be automatically rejected.
- C. Failure to submit Appendix I and clearly indicate which terms and conditions the Respondent agrees and disagrees with (i.e., failure to initial the designated sections set forth in Appendix I, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix I) and/or clear and detailed reasons for the disagreement, with the offer, may be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion, to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent may be automatically rejected.
- D. UCF shall at its sole discretion determine what requested changes to this ITN and the resulting agreement are acceptable. Non-negotiable terms and conditions, as indicated in Appendix I, will always stay as they are, and any requested changes to such clauses may automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all known Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **April 17, 2026 at 5 p.m.** Eastern Standard Time as set forth in the Calendar of Events. Written inquiries are to be legible and concise and are to clearly identify the Respondent who is submitting the inquiry. Questions directed to or any responses received from any other department, person, agent, or representative of the university will not be considered valid or binding.

2.4 Respondent Conference and Site Visit

N/A

2.5 Written Addenda

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

2.6 Offer Due/Proposal Opening Date

Proposals will be received and opened on **May 6, 2026 at 2:00 PM EST** via UCF's EUNA Web Portal. For additional information, please refer to Appendix III: Submission Instructions for Suppliers. UCF shall in no way be responsible for or accept any proposals not uploaded prior to the closing date and time. The Respondent's response to this ITN shall be prepared in accordance with Section 3.0 "Required Offer Format." Telephone, facsimile, telegraphic, and electronic mail offers, negotiations, and/or amendments to original offers shall not be accepted.

2.7 Section Not Used

2.8 Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (UCF Board of Trustees, Vice President/Dean or his/her written designee(s)) with the advice and consent of Procurement Services determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a Supplier is conducted pursuant to a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. Discussions with Suppliers after receipt of an offer do not constitute a rejection, counteroffer or acceptance by UCF.
- B. UCF reserves the right to conduct negotiations with the proposer(s) whose offer(s) may represent the best interest of the university. The following is a short overview of some of the decision maker's responsibilities during the solicitation and award process:
1. Establish a group of evaluators tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The evaluators will review all responsive offers;
 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
 3. Ensure consistency among the solicitation requirements, notices to proposers, offer preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that offers are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Consider the recommendations of the evaluators or other boards (if any);
 6. Select the proposer(s) whose offer(s) are the best value to the university;
 7. Select a negotiation team (only if award is not made outright). This can be the evaluators or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will negotiate with those proposer(s) determined by the decision maker to have submitted a proposal that may be beneficial to the university.
- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by the group of evaluators. The group of evaluators shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the ITN or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the ITN's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluators. Evaluators, at the discretion of the Vice President/Dean or his/her written designee(s), shall have the option to meet as a group any time during formulation of the specifications and solicitation stage to discuss and correct any concerns and ambiguities of the solicitation and specifications. After offer opening, each evaluator shall function independently of all other persons including, without limitations, the other evaluators, and, throughout the entire evaluation process, each evaluator is strictly prohibited from meeting

with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluator shall conduct an independent evaluation of the offers in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

Evaluation Criteria	Max Points
1. EXPERIENCE, QUALIFICATIONS AN REFERENCES OF PROPOSER	15
2. PLAN FOR PROVIDING SERVICES WITH A FOCUS ON DRIVING/INCREASING SALES	25
3. COMMISSIONS, INCENTIVES, AND INITIAL PRODUCT PRICING	30
4. MANAGEMENT AND IMPLEMENTATION PLAN WITH A FOCUS ON INNOVATIVE NEW APPROACHES TO VENDING SOLUTIONS	20
5. MARKETING	5
6. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL)	5
Evaluation of Responses Point Total	100

Each evaluator must independently score each offer in UCF's Bonfire Web Portal in accordance with the criteria herein. Each evaluator is to enter comments, if any, regarding the offer and submit his/her evaluation via Bonfire. The assigned **Procurement Services Professional identified in section 2.1** will forward a summary to the **Decision Maker** or his/her designee. At the time of such delivery to the **Procurement Services Professional**, the evaluator shall cease to participate further in this ITN process unless expressly requested otherwise by **Decision Maker**.

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

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

D. **Decision Maker** shall obtain approval from the University Board of Trustees to award a contract exceeding the President's Delegation of Authority, per Policy BOT-4.

2.9 Posting of Recommended Selection

An intent to award will be posted within a reasonable time after the Procurement Services Department receives the decision maker's recommended award decision. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties on the Procurement Services solicitations webpage and will remain posted for a period of seventy-two (72) hours.

A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:

1. A written notice of intent to protest within seventy-two (72) hours of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.

B. Failure to timely file a protest or failure to timely deliver the required bond or other security in accordance with the Board of Governors' Regulations 18.002 and 18.003 shall constitute a waiver of protest proceedings.

1. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount equal to 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The form of the Protest Bond shall be a cashier's check, bank official check, or money order made payable to UCF.
2. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

2.10 Offer Validity Period

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

2.11 Disposition of Offers; Florida Public Records Law Compliance

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

exemption law. A generic notation that information is “confidential” is not sufficient. Failure to provide a detailed explanation and justification including statutory citations and specific reference to your bid detailing what provisions, if any, the Respondent believes are exempt from disclosure, may result in the entire bid being subject to disclosure in accordance with Chapter 119 of the Florida Statutes. In the absence of a specific Florida statute exempting material from the public records law, UCF is legally obligated to produce any and all public records produced or received in the course of conducting university business, irrespective of any designation by the Supplier of those same records as “confidential,” “proprietary,” or “trade secret.” The ultimate determination of whether a Supplier’s claim of “confidential,” “proprietary,” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

2.12 Economy of Presentation

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

2.13 Restricted Discussions/Submissions

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

2.14 Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1 of this ITN that have been approved in writing by UCF’s President or the President’s designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed and received on a timely basis, i.e., not later than **5:00 PM EST on April 17, 2026**, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

2.15 State Licensing Requirements

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

2.16 Parking

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

2.17 Definitions

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

And/Or – The word “and” shall also mean “or,” and the word “or” shall also mean “and” whenever the contents or purpose so require.

Commission - shall refer to the applicable percentage paid to the University based on Gross Receipts and Net Subcontractor sales.

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

Gross Receipts - shall refer to the total amount of money, gratuities, service and vending charges received or charged by the Supplier, any agent, or any employee of the Supplier for all sales, cash or credit (whether collected or not), made as a result of the contractual rights granted under this Agreement, excluding only applicable sales taxes, and those sales that the Supplier does/provides “at cost” when requested by the University. No other deductions of any kind may be taken from Gross Receipts, including shortages, bad debts, or credit card fees.

Invitation to Negotiate – A written solicitation for goods or services where factors other than price are to be considered in the award determination. These factors may include such items as Supplier experience, project plan, design features of the product(s) offered, etc. An ITN is used when the specifications cannot be identified; the end result is explained, but we want qualified companies to offer their solutions for consideration.

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

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

Must, Shall, Will – The words “must,” “shall,” or “will” are equivalent and indicate mandatory requirements or conditions.

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

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

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

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

Response – The entirety of the Respondent’s submitted proposal response to the ITN, including any and all supplemental information submitted.

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

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

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

Successful Respondent/Proposer/Supplier/Contractor – The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with “Proposer” and “Supplier”). If a Respondent is a manufacturer, its certified dealers and resellers may also furnish products under the Contract; in choosing to do so, the dealers and resellers agree to honor the Contract, and the term “contractor” shall be deemed to refer to them. Unless awarded the Contract as a direct Respondent, however, dealers and resellers are not parties to the Contract, and the Respondent that certifies them shall be responsible for their actions and omissions.

UCF or University – University of Central Florida

UCF’s Contract Administrator – The University’s designated liaison with the Respondent. In this matter, UCF’s Contract Administrator will be **Chad Sunstein**.

2.18 Procurement Rules

A. UCF has established for purposes of this ITN that the words “shall,” “must,” or “will” are equivalent in this ITN and indicate a mandatory requirement or condition, the material

deviation from which could be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.

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

2.19 Force Majeure

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

2.20 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 offer by the Respondent to limit the Respondent's liabilities to the State or to limit the State's remedies against the Respondent is unacceptable and will result in the REJECTION of the Respondent's offer.
- 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 ITN 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.

- C. The Respondent(s)/Supplier(s)/ /Proposer(s) shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of the Respondent(s)/Supplier(s)/ /Proposer(s), its employees, its agents or of others under the Respondent's/Supplier's/ Proposer's control and supervision. If any part of a delivery to the University pursuant to a contract resulting from this ITN is protected by any patent, copyright, trademark, other intellectual property right or other right, the Respondent/Supplier/ Proposer also shall indemnify and hold harmless the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.

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

1. **General Liability:** Supplier shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of the contract, Supplier will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.
2. **Auto Liability:** If Supplier operates a vehicle on campus for commercial use in the performance of this Contact (i.e. deliveries, transport of employees, etc.), Supplier shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as "Additional Insured." The Certificate will provide a minimum 30 days advanced notice to University in the event of cancelation.
3. **Workers' Compensation:** Supplier shall provide a Certificate of Insurance evidencing Workers' Compensation coverage consistent with Florida Statute and Employer's liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by

disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by University and before beginning work, and at all times during the term of the contract, Supplier will maintain said Workers Compensation and Employer's Liability insurance in force and provide University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to University in the event of cancellation.

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

Email: RiskManagement@ucf.edu

5. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Supplier in writing.

2.21 Term of Contract

The contract resulting from this ITN, if any, shall commence on August 1, 2026 and shall end on July 31, 2031. The University may renew/extend a resultant contract, as mutually agreed to by both parties. Renewals may not exceed 5 years or twice the term of the original contract, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.

2.22 Cancellation/Termination of Contract

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

2.23 Assignment and Amendment of Contract

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

2.24 Independent Parties

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

2.25 Performance Investigations

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

2.26 Records

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

2.27 Public Records

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

2.28 Public Records, Service Contracts, Compliance With Section 119.0701, F.S. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407)823-2482, gcounsel@ucf.edu, University Of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015.

PUBLIC RECORDS, CONTRACT FOR SERVICES

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records

disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

2.29 Severability

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

2.30 Notices

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

2.31 Governing Law and Venue

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

2.32 Liaison

UCF's liaison with the successful Respondent, if any, shall be **Chad Sunstein**.

2.33 Subcontracts

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

2.34 Employment of UCF Personnel

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

2.35 Conflicts of Interest

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

2.36 Equal Opportunity Statement

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

- A. The University and Contractor must comply with all applicable provisions of: (i) the Vietnam Era Veterans' Readjustment Act of 1974, (ii) the Rehabilitation Act of 1973, and (iii) the rules, regulations, and relevant orders of the U.S. Secretary of Labor. **This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

- C. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- D. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). The Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

2.37 Waiver of Rights and Breaches

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

2.38 Headings Not Controlling

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

2.39 Employee Involvement/Covenant Against Contingent Fees

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

2.40 Employment of Aliens

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

2.41 Site Rules and Regulations

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

2.42 Travel Expenses

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

2.43 Annual Appropriations

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

2.44 Taxes

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

2.45 Contractual Precedence

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

- A. The Agreement/Contract;
- B. University's ITN and ITN specifications;
- C. Respondent's ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement/Contract is executed.

2.46 Use of Contract by Other Governmental Agencies

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

2.47 Public Entity Crimes

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

2.48 Work for Hire

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

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

The Contractor hereby represents and warrants that (a) all applicable laws, rules and regulations have been complied with, (b) the Contractor is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments.

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

2.49 Export Control

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

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

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

2.50 Nonnegotiable Conditions and Requirements

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed in Appendix I of this document and identified with ****non-negotiable****. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix I with the offer constitutes grounds for rejection of the offer, and UCF shall have the right to reject said offer, at UCF's sole discretion.

2.51 Revised Quantities

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the

commodities/services solicited under this ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities/modified scope, if any, are unknown.

2.52 Family Educational Rights and Privacy Act

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

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

2.53 Smoke-Free Policy

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

2.54 UCF Policies

To the extent applicable, Supplier shall comply with UCF policies (<http://policies.ucf.edu>).

2.55 Contact with Minor Children

To the extent that the Supplier qualifies as a provider pursuant to the National Child Protection Act of 1993, as amended, or as a service provider in accordance with applicable Florida law/Statutes, who has direct contact with children receiving services or with adults who are developmentally disabled receiving services or who qualifies as a direct service provider to the elderly (as defined by Florida law/Statutes), Supplier hereby guarantees that Supplier and/or anyone acting on the Supplier’s behalf (including, but not limited to Supplier’s employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida, as provided under Chapter 435 and hereby certifies that none of Supplier’s employees, agents, subcontractors and/or anyone else acting on the Supplier’s behalf, has any

disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.

2.56 Reporting of Child Abuse

The Supplier hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Supplier's behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.

2.57 Secure Handling of UCF Data

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

2.58 Employee Background Checks

The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent contractors. The Contractor shall provide background checks for all of the contractor's non-temporary employees, agents, or independent contractors working at UCF and shall ensure that all hires have been cleared before placement at the University. Temporary employees hired through a temporary staffing agency shall require the background checks listed herein, and Contractor may satisfy this requirement by conducting the background checks directly or having a contract with the temporary staffing agency that incorporates the same requirements.

Convictions discovered in the background check will be reviewed by Contractor's Loss Prevention and/or Human Resources department. Consideration may be given to the person's relationship to the job, how long ago the conviction occurred, the potential risk posed to employees, customers, students, and the University and any other circumstances deemed relevant to the final determination of whether to employ or retain the person. Conviction information will be maintained by Contractor as confidential.

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

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

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

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

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

2.59 E-Verify

To the extent that Contractor meets the definition of “Contractor” or “Subcontractor” under Section 448.095, Florida Statutes, Contractor agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes.

3.0 REQUIRED OFFER FORMAT

3.1 Introduction

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

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

UCF EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Respondent is encouraged to use sections and tabs that are clearly identified and number and label all parts, pages, figures, and tables in its proposal submittal/offer. Additional tabs may be appended which contain any other pertinent matters that the Respondent wishes UCF to take into consideration in reviewing the offer. The Respondent’s response to this ITN must be submitted via UCF’s Bonfire Web Portal, as listed in Section 2.6.

3.2 Respondent/Offer Submittal Sections

The Respondent should organize its offer into the following major sections.

The Respondent should organize its offer into the following major sections. The scoring weight/value of these sections is shown Table A of Section 2.8.

1. EXPERIENCE, QUALIFICATIONS, AND REFERENCES OF PROPOSER:

- A. Provide a general statement of experience, which should include a verifiable statement and description of the organization’s experience in providing vending services to a university and/or large multi-building facility. Include number of years’ experience. At least three (3) years’ experience is required.
- B. Describe the organization’s ability to meet the vending needs of the main campus of UCF and affiliated locations in Orlando.
- C. List primary officers and support staff.
- D. Provide a chart of the company’s organization and a description of corporate structure

and chain of ownership of company to ultimate parent corporation, and all subsidiaries. List total number of employees; include job titles. Indicate experience of individual(s) who will be assigned to the UCF account; include resumes and note who will be the primary contact.

- E. Provide detail of licenses and Health Department Certification for milk products.
- F. Provide a minimum of three (3) current client account references from the United States, preferably other educational and/or large multi-building facilities of comparable size and type of operation to UCF. Client account information should include contact name, address, phone number, email, length of service, and dollar volume of each account.
- G. Provide a statement that lists any clients accounts lost through early termination or non-renewal over the past three years. Include contact name and phone number, length of service of each account, and reason for loss.

2. PLAN FOR PROVIDING SERVICES:

- A. Describe the firms' capabilities to provide the products, equipment, services and support outlined in **Section 4 Other Requirements**.
- B. Provide a complete description of product offerings to be sold. Describe any proposed promotions, specials, or other food service innovations that it intends to implement to encourage and foster business.

3. COMMISSIONS AND INCENTIVES:

- A. Describe how you will compensate the University, as well as detail any applicable charges or fees, and cost benefits to the University. Specifically describe vending commissions, charges, costs, and types of discounts or cost benefits being offered to the University, customer refund procedures, and any other related financial data for consideration.
 - Complete and submit "Financial Offer" form Attachment A and "Initial Product Pricing" form Attachment B.
- B. The vending commissions should be based on the gross sales of Products less the sales tax paid to the State by the Proposer on the sale of the products to the consumers. If the Proposer offers varying commission rates per product type, the Proposer should clearly state the rate structure, and provide the rationale for such a rate structure in its Proposal. Proposer should submit a proposal outlining the commission structure for each year of the Contract. In the event the Contract is extended for additional years the university and the successful Supplier will agree to negotiate the terms of the extension with regards to the commission structure.
- C. Outline any additional incentives to be provided including conversion incentives, behavior-driven program incentives, and/or tiered program growth incentives. Conversion incentives are encouraged. Supplier should provide percentage of commission that will be paid and the amount of the minimum annual guaranteed commission for each Contract Year.
- D. It is desirable for the University to be able to view the sales from each vending machine in real time. If Supplier has the capability look at machines at real-time like a

“dashboard” (such as "Cantaloupe software") and is willing to provide UCF access, note this in your proposal.

4. MANAGEMENT- IMPLEMENTATION PLAN

- A. Provide a detailed plan for the operation and management of the vending contract to include specific detail on customer service, support function, and your plan for increasing sales and revenue.
- B. Provide a detailed plan on approach to implement and transition to new a supplier, if applicable.
- C. Transition: Submit a project schedule for a smooth transition from the current contract, which ensures uninterrupted service to the University community. The transition project schedule should include the dates for installation of vending machines at each location.
- D. Describe the plan for delivery, installation, removal of packing and shipping containers and trash from the premises. Product installation includes unboxing, setup hardware; configure system, and testing.
- E. Provide the addresses that service, support and product will originate from. The location of service personnel, relative to the University's locations will also be a consideration in the evaluation process.
- F. Provide an outline of your capabilities as it relates to implementation, program management and customer service.
- G. Additionally, provide biography of the Account Manager and immediate management team that will be supporting this program. UCF reserves the right to conduct interviews with the account management and/or management team prior to contract award.

5. MARKETING

- A. Propose marketing strategies in sufficient detail that would encourage the purchase of the vended products on the UCF Campus.
- B. Provide details on Marketing/Communication events for Vending Services Awareness effort. Ensure the use of appropriate signage, personnel, and any other means of marketing communication when communicating with the University Community regarding its vended products and vending services.
- C. Provide specific examples on how you will market and promote the vending opportunities that are being proposed.

4.0 OTHER REQUIREMENTS

4.1 Equipment

- A. Supplier shall provide and maintain a sufficient number of vending machines at contract commencement and throughout the term of the Contract to satisfy the performance requirements

set forth herein and shall not remove any machines without prior written approval from the University's Contract Administrator. Additional vending machines may be added at any time upon mutual agreement of Supplier and University. At Contract Commencement, Supplier shall provide the University a list of all Vending machines located on the properties covered by this Contract identified by a unique machine serial number (ID number) and location.

- B. All vending machine placements must be new vending machines or like-new vending machines ("like-new vending machines" are those vending machines that are less than 5 years old and have been refurbished prior to installation at the UCF Campus pursuant to this contract award). Any replacements of vending machines or additions of vending machines during the contract term shall also be with new machines or UCF-approved like-new vending machines. **At no time during the contract term will any vending machine on the UCF Campus be older than five (5) years.** All vending machines installed at UCF must be Energy Star rated. Supplier must provide UCF a listing of all machines placed on campus, identified by machine make/model/type, serial number, age, and date of refurbishment (if applicable) at contract commencement, and update the list as machines are added, replaced, or refurbished.
- C. Vending Machines must be compliant with the American with Disabilities Act (ADA) 2010 Standards, Title II, Sections 228 and 309, as/where applicable.

4.2 Servicing/Repair

- A. Within four (4) hours of notification, if notification is made before noon on weekdays, and within twenty-four (24) hours if notification is made after noon on weekdays or on weekends, Supplier's service technician shall respond to and begin making repairs on any malfunctioning equipment. Vender shall record and track all service requests and repairs by machine number, and provide a monthly or quarterly report to UCF describing the action taken, machine downtime, and response times for such service calls and repairs.
- B. Refunds will be made available to customers in the form of payment customer used when attempting to purchase to the item(s).
- C. The Supplier will keep vending machines adequately serviced and supplied with fresh products and use due care to ensure that products are placed to correspond to vending selection. Based on technological feasibility, vending machines will not be operated in a "force vend" mode and instead will return customers' money if a selection is not available.
- D. In the event that Supplier does not repair equipment or does not keep vending machines supplied with fresh products within three business days of notification from University, Supplier will agree that one of Supplier's management staff will personally contact University's Contract Administrator and will ensure that the situation will be corrected within twenty-four (24) hours.
- E. UCF has the right to require Supplier to replace any machine that in the University's sole discretion is not acceptable due to age, condition, breakdown history, or frequency of complaints. In this event, Supplier shall replace the machine with a new machine meeting the contract requirements (i.e. equipped with card readers, meeting all the requirements of Section 3, etc.) within three business days, and shall not just relocate that machine without first refurbishing or repairing the machine.

- F. All equipment to be installed at the Campus shall be subject to inspection and approval by University prior to final installation and operation. All vending equipment interiors and exteriors will be cleaned routinely by Supplier to maintain appearance and help prevent pest infestation.
- G. Supplier will promptly (within three (3) business days) move or remove equipment at University's direction. Equipment will be moved immediately (within twenty-four (24) hours) if placement is deemed a fire or safety hazard in University's sole discretion. Any damages to UCF buildings (i.e. flooring, walls, etc.) caused by Supplier's equipment shall be the responsibility of Supplier to correct. In the event that the University requires that a machine, or machines be moved (i.e. construction, remodeling, or other such reason), Supplier shall move said machines within three business days of notification.
- H. No machines shall be moved or disabled without prior permission granted by the UCF Contract Administrator. No machines shall be replaced without first notifying the UCF Contract Administrator. No machines shall be added without approval UCF Contract Administer. The University must approve the location for each machine placement.

4.43 Cash Capability

- A. The University and Supplier may mutually agree to the number and location of machines which have cash capability.

4.4 Debit/Credit Capability

- A. Supplier will be responsible for ensuring that all of the Supplier's Vending machines are equipped with Debit/Credit capability. Supplier and UCF Contract administrator will determine collaboratively the location for Debit/Credit Card placement before installation and will review annually to assure correct continued placement. No additional fees may be added to the selling price of any product to cover the cost of accepting credit cards.

B. Apple Pay/Google Pay/Digital Wallet/Mobile Payment platforms

Vending machines should have the capability to accept Apple Pay, Google Pay, and/or other forms of digital payment.

4.5 Products

- A. The Supplier shall provide a cost effective, high quality solution to the vending services that provides nutritional options and meets the needs of the university community. The Supplier's products shall be of nationally known and accepted brands; furthermore, highly popular brands and/or new additions to the market will be furnished by the Supplier upon University's request. Gum and any type of Gum product or product combinations that includes a gum substance are strictly prohibited from being placed in any vending or retail location at the University.
- B. Supplier will provide a healthy and varied selection of snacks and milk, hot coffee, specialty name branded flavored milk (i.e., 2% skimmed; chocolate milk; flavored milk. The selections for limited venders shall also include fresh, prepared and pre-packaged foods, fruits, and

vegetables.

- C. The vending selection will be reviewed annually with the Contract Administrator to assure that the proper mix of products is meeting the needs of the customers.
- D. The license held shall have the ability to provide milk products.
- E. **The university has an Exclusive Pouring Rights' Agreement with Coca Cola.** Based on that exclusivity, the Supplier is limited to providing hot coffee and hot beverages that are fresh brewed in their machines.
- F. Supplier is responsible for compliance with all federal, state and local laws and regulations governing the handling of food products and procedures, and keep in effect all necessary licenses, permits and food handler's cards as required by law as related to equipment.
- G. Supplier agrees to establish an easy-to-access telephone number for promptly providing refunds due to machine malfunctions and/or spoiled product. Prominently located stickers must be placed on each machine detailing how refunds can be requested. All legitimate refund requests must be honored within five business days of receipt.
- H. **Changes to Vended Product** - Once the Product mix is approved by the university; the Supplier must get prior written approval from the Business Services contract representative before making any changes in the vended items.
- I. **Product Prices and Price Increases.** Any desired increases in pricing for current, new or additional items added during the Contract term shall be based upon Supplier's ability to justify such price and upon approval of the University. The University in its sole discretion, has the right to approve or disapprove any price changes. When/if the Supplier desires price increases related to the vended products, the Supplier shall submit the request for a price increase in writing with the reason for the requested increase and supporting documentation. Unless there are extenuating circumstances (as determined at the sole discretion of UCF), the University will not grant any request for price increases.
- J. **Promotions and Discounted Items** - Supplier will not furnish free or discounted pricing on any vended product to any individual or group at UCF without receiving prior written approval from the Business Services' contract administrator.

4.6 Marketing

The Supplier must implement marketing strategies to encourage the purchase of the vended products on the UCF Campus. The Supplier will ensure the use of appropriate signage, personnel, and any other means of marketing communication when communicating with the University Community regarding its vended products and vending services.

4.7 Vending Commissions

The **vending commissions are based on the Gross Sales of Products** less the sales tax paid to the State by the Supplier on the sale of the products to the consumers. See Definitions. The Commission rate is described in Suppliers proposal and listed in the Financial Offer Form. In the

event of any conflict, the Financial Offer Form takes precedence over Suppliers Offer/Proposal. The Minimum Guarantee(s), Commission rate(s), and/or Terms of this Agreement are not subject to change or negotiation due to lower than expected sales volume or revenues.

4.8 Reports/Records/Retention

- A. Monthly Vending Operation Reports - The Supplier will provide the University with monthly reports in Microsoft Excel, on or before the 25th day of each month for the preceding month's sales.
- B. The monthly report shall include, at a minimum, the following information for each UCF Vending Machine:
- i. Sales identified by specific machine ID (i.e. unique machine numbers or names)
 - ii. Sales by location
 - iii. Applicable Commission rates
 - iv. Commission amounts owed to UCF (per Vending Machine, and Total)
 - v. Method of Customer Payment (Cash, Credit/Debit, UCF Card)
 - vi. Complaints, Service Call and Repair history, per machine ID
- C. Annual Report -The Supplier will maintain separate accounting records for its operations conducted at the University. At the end of each Contract Year, or at the end of the Contract if terminated early by either party, the Supplier will furnish the University, at a minimum, a summary of the Sales and Commission paid for each month of that Contract Year on the UCF Campus, no later than 30 days after the end of the Contract Year or effective date of termination. The Supplier will keep the related accounting records on file at the Supplier's office for accessibility and for review or audit upon UCF's request.
- D. Retention of Records and Audits - The Supplier is strictly accountable for all receipts, disbursements, collections, refunds, delinquency and any applicable reports related to vending operations and will reconcile these records and reports with the designated Business Services Representative as required. The Supplier must keep these accounting records on file at the Supplier's office for accessibility and for review or audit upon demand with or without prior notification by UCF for the term of the Contract and for three (3) years thereafter.
- E. Additional Reports or Data - The University may request additional data or reports, in this event the Supplier must provide requested data and reports in a reasonable amount of time. If permanent changes need to be made in the data included in the monthly reports because additional information is required, the Supplier will collect and provide such data and/or reports to the University on a continued basis.
- F. Unique Machine ID number - All machines shall have a unique identification number (ID). Records shall be kept for each machine and shall include the machine ID number, the make/model/year of the machine, vending capabilities (i.e. number of products held, product types/category, etc.), the location of machine, all repairs, complaints or issues reported specific to the machine, and any other information relevant to the use and operation of the machine. All reports provided to the University regarding machine performance and sales shall include the machine ID. If a machine is replaced the new machine shall not use the same ID as the machine that was replaced. If a machine is relocated, it shall retain the same ID number.

4.9 Staffing / Personnel

The Supplier shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a full-service Facility in accordance with the requirements established by the University and shall maintain an adequate staff at all times to ensure a high quality operation, including providing a sufficient number of experienced personnel for operational and administrative purposes. All Suppliers employees working on campus shall wear a shirt (a button down shirt or tee-shirt) with the name of the Vending Company and the name of the employee (name can be displayed by either a name tag or by having the employee's name printed/embroidered on the shirt).

4.10 Employee Conduct

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

4.11 UCF - Supplier Meetings.

- A. Supplier's Management will be required to attend specific University contract-performance review meetings, as determined at the University's sole discretion, including without limitation:
 - i. Quarterly and/or Annual Performance Review Meeting;
 - ii. Meetings necessitated due to performance issues or excessive complaints.
 - iii. Meetings to review the top/low selling product lines, suggestions for new products to add, and to review any issues or concerns related to the age of machines and/or replacement requirements
- B. The Supplier shall report to the Director of Business Services and/or his/her designee for matters pertaining to this agreement.
- C. No later than two months after the end of each Contract year of operation, Supplier will provide an overview outlining the previous year's performance, national, regional, and local trends, and performance goals for the upcoming year and to discuss performance, service and/or operational issues that need to be addressed.

ATTACHMENT A

Respondent may modify this form as needed to reflect the commission structure proposed

FINANCIAL OFFER FORM

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

1. COMMISSION AS A PERCENT OF GROSS RECEIPTS: less the sales tax paid to the State by the Supplier on the sale of the products to the consumers

Year 1 – 4 Percent of Gross Sales	____% per year
Year 5* Percent of Gross Sales	____% per year
Year 6* Percent of Gross Sales	____% per year
Year 7* Percent of Gross Sales	____% per year
Year 8* Percent of Gross Sales	____% per year

* Applicable if contract is renewed

2. MINIMUM ANNUAL GUARANTEE:

Year 1 – 4 (\$ Per Contract Year)	\$_____ per year
Year 5*	\$_____ per year
Year 6*	\$_____ per year
Year 7*	\$_____ per year
Year 8*	\$_____ per year

* Applicable if contract is renewed

ATTACHMENT B

INITIAL PRODUCT PRICING

PRODUCT CATEGORIES	ITEM PRICING (SALES TAX INCLUDED)
Small Serve Chips (<= 3.0 oz)	\$ ____
Large Serve Chips (>3.0 oz)	\$ ____
Crackers and Cereal Bars	\$ ____
Candy/ Chocolates	\$ ____
Healthy Snacks and Premium Brands	\$ ____
Premium Pastries	\$ ____
Premium Cookies	\$ ____
Movie Packs	\$ ____
Frozen Meals	\$ ____ to \$ ____
Sandwiches	\$ ____ to \$ ____
Ice Cream	\$ ____ to \$ ____
Coffee	\$ ____ to \$ ____
Premium Coffee flavors	\$ ____ to \$ ____
Other (<i>add additional categories/items as needed</i>)	\$ ____

Attachment C
Vending Machine Locations

Location	Place	Type
UCF Main Campus	Tower 2-Tower 2	Snack (Crane National 187)
UCF Main Campus	Tower 2-Classroom 1 Left	Snack (Crane National 187)
UCF Main Campus	Tower 2-Business Admin Atrium-OUT	Snack (Crane National 187)
UCF Main Campus	Tower 2-JohnT Wash.Center outside	Snack (Crane National 187)
UCF Main Campus	Tower 2-Engineering 1 BA Hall 1	Snack (Crane National 187)
UCF Main Campus	Tower 2-Psychology 1st Floor	Snack (Crane National 187)
UCF Main Campus	Tower 2-Biological Sciences	Snack (Crane National 187)
UCF Main Campus	Tower 2-Engineering 1	Snack (Crane National 187)
UCF Main Campus	Tower 2-Health Sciences 2	Snack (Crane National 187)
UCF Main Campus	Tower 2-Engineering 2	Snack (Crane National 187)
UCF Academic Health Sciences Campus	Burnett BioMed 2nd Floor-Burnett BioMed 2nd Floor	Snack (Crane National 187)
UCF Main Campus	Tower 2-Health Sciences 1	Snack (Crane National 187)
UCF Main Campus	Tower 2-Classroom 1 3rd Floor	Snack (Crane National 187)
UCF Main Campus	Tower 2-Teacher Academy Right	Snack (Crane National 187)
UCF Main Campus	Tower 2-L3Harris Engineer rm 1036	Snack (Crane National 187)
UCF Main Campus	Tower 2-Engineering 1 BA Hall 2	Snack (Crane National 187)
UCF Main Campus	Tower 2-Research (Inside)	Snack (Crane National 187)
UCF Main Campus	Tower 2-Student Union Center 3rd Floor	Snack (Crane Merchant Media)
UCF Downtown Campus	DPAC 1st Floor-DPAC 1st Floor	Snack (Crane National 187)
UCF Main Campus	Tower 2-L3Harris Engineer rm 125	Snack (Crane National 187)
UCF Main Campus	Tower 2-Classroom 1 2nd Floor	Snack (Crane National 187)
UCF Main Campus	UCF FOUNDATION #2-Research Pavilion	Snack (Crane National 187)
UCF Main Campus	Tower 2-Classroom 1 Right	Snack (Crane National 187)
UCF Main Campus	Tower 2-Tower 1	Snack (Crane National 187)
UCF Main Campus	Tower 2-Tower 4	NATIONAL - 167 SERIES
UCF Main Campus	Tower 2-NSC Right	Snack (Crane National 187)
UCF Main Campus	Tower 2-Clasroom 2 1st Floor	Snack (Crane National 187)
UCF Main Campus	Tower 2-JohnT Wash.Center outside	Snack (Crane National 187)
UCF Main Campus	Tower 2-Ferrell Commons Outside	Snack (Crane National 187)
UCF Main Campus	Tower 2-Library 3rd Floor	Snack (Crane National 187)
UCF Main Campus	Tower 2-Colbourn Hall 1st Floor	Snack (Crane National 187)
UCF Main Campus	Tower 2-Business Admin 2 100E	Snack (Crane National 187)
UCF Main Campus	Tower 2-Business Admin 2 100E	Snack (Crane Merchant Media)
UCF Downtown Campus	DPAC 1st Floor-DPAC 2nd Floor	Snack (Crane National 187)
UCF Main Campus	Tower 2-Millican Hall 2nd Floor	Snack (Crane National 187)
UCF Main Campus	Tower 2-Mathematics Sciences	Snack (Crane National 187)
UCF Main Campus	Tower 2-Visual Arts 2nd Floor	Snack (Crane Merchant Media)
UCF Main Campus	Tower 2-Music BLDG	Snack (Crane Merchant Media)
UCF Main Campus	Tower 2-Education BLDG 1st floor	Snack (Crane National 187)
UCF Main Campus	Tower 2-Bus. Admin Std Union OUT	Snack (Crane National 187)

Location	Place	Type
UCF Main Campus	UCF Business Incubator 3259 Progress Dr-Business I	Snack (Crane National 187)
UCF Main Campus	Tower 2-Rec Wellness Cent Floor 2	Snack (Crane National 187)
UCF Main Campus	Tower 2-Libra C Laundry outside	Snack (Crane National 187)
UCF Main Campus	Tower 2-College of Sciences FL 2	Snack (Crane National 187)
UCF Academic Health Sciences Campus	LakeNona Cancer Cent Cafe-LakeNona Cancer Cent Caf	Snack (Crane National 187)
UCF Main Campus	Tower 2-Perf Art Theater Fl1 hall	Snack (Crane National 187)
UCF Main Campus	Tower 2-Tower 3	Snack (Crane National 187)
UCF Main Campus	Tower 2-Teacher Academy Left	Snack (Crane National 187)
UCF Main Campus	Telecom Ste 202 Breakroom-Telecom Ste 202 Breakroo	Snack (AP LCM2)
UCF Main Campus	Business Incubator-Business Incubator	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	UCF Research - Orlando 12201 Research Pkwy-Univers	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Tower 2-Facilities Ops. 100N	Snack (AP LCM2)
UCF Main Campus	Tower 2-Rec Wellness Cent Floor 1	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Tower 2-Barbara Ying Cent. Brkrm	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Partnership 1-Partnership 1	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Tower 2-Acad. Vill. bldg 108 Out	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Tower 2-Duke Energy Welcome Cent.	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Tower 2-Facilities Ops. Breakroom	Snack (AP LCM2)
UCF Main Campus	Tower 2-Acad. Vill. Nike 101-OUT	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Tower 2-Howard Phillip Hall Rm106	Snack (AP LCM2)
UCF Main Campus	Tower 2-Acad. Vill. Pavilion1 out	Snack (AP LCM2)
UCF Main Campus	Partnership 3 Brkrm Fl 2-Partnership 3 Brkrm Fl 2	Snack (AP LCM2)
UCF Main Campus	Digital Learning Center-Digital Learning Center	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	IST Breakroom-IST Breakroom	Snack (AP LCM2)
UCF Main Campus	Tower 2-Acad. Vill. Nike 102-OUT	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Tower 2-Millican Hall 1st Floor	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Partnership 2 Brkrm Fl 2-Partnership 2 Brkrm Fl 2	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Digital Media-Digital Media	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Limbitless Breakroom-Limbitless Breakroom	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Tower 2-Physical Sciences Rm 132	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Tower 2-Police Dept.	Snack (AP LCM2)
UCF Main Campus	Tower 2-Ferrell Comm Dine HallOUT	AUTOMATIC PRODUCTS - LCM3 SERIES
UCF Main Campus	Tower 2-Libra C Laundry Outside 2	AUTOMATIC PRODUCTS - LCM3 SERIES
UCF Main Campus	Partnership 4-Partnership 4	AUTOMATIC PRODUCTS - LCM3 SERIES
UCF Downtown Campus	DPAC 1st Floor-DPAC 4th Floor	Snack (AP AP Revision Door 4 Wide)
UCF Downtown Campus	CMB 182A-CMB 1st Floor	Snack (AP AP Revision Door 4 Wide)
UCF Downtown Campus	CMB 182A-CMB 182A	Snack (AP AP Revision Door 4 Wide)
UCF Downtown Campus	DPAC 1st Floor-DPAC 3rd Floor	Snack (AP AP Revision Door 4 Wide)
UCF Main Campus	Tower 2-Engineering 2 3rd Floor	Snack (VE Revision Door/diji-touch)

Location	Place	Type
UCF Main Campus	Tower 2-Global 1st Floor	Snack (Crane Merchant Media)
UCF Main Campus	Tower 2-Psychology 2nd floor	Snack (AP AP Revision Door 5 Wide)
UCF Main Campus	Tower 2-Classroom 2 1st Floor	Snack (VE Revision Door/diji-touch)
UCF Main Campus	Tower 2-NSC Left	Snack
UCF Main Campus	Tower 2-Student Union Hall	Snack
UCF Main Campus	Tower 2-UCF Library	Snack/Food
UCF Downtown Campus	DPAC 1st Floor-DPAC 1st Floor	GF Food (Crane 472)
UCF Academic Health Sciences Campus	UCF College of Nursing Lake Nona-UCF Col of Nursin	Snack (Crane Merchant Media)
UCF Academic Health Sciences Campus	UCF College of Nursing Lake Nona-UCF Nursing 1st F	Snack (Crane Merchant Media)
UCF Academic Health Sciences Campus	UCF College of Nursing Lake Nona-UCF Col of Nursin	Snack (Crane Merchant Media)
UCF Main Campus	Partnership 5-Partnership 5	Snack (Crane National 168)
UCF Main Campus	Tower 2-Global 1st Floor	Snack (Crane Merchant Media)
UCF Main Campus	Tower 2-Health Sciences 1	Snack (Crane Nat 186)
UCF Main Campus	Tower 2-NSC Middle	Snack (Crane Nat 186)

**APPENDIX I
SUPPLEMENTAL OFFER SHEET
TERMS AND CONDITIONS**

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

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

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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.39 **Non-negotiable**	_____	_____	_____
2.40	_____	_____	_____
2.41	_____	_____	_____
2.42 **Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
2.51	_____	_____	_____
2.52 **Non-negotiable**	_____	_____	_____
2.53 **Non-negotiable**	_____	_____	_____
2.54 **Non-Negotiable**	_____	_____	_____
2.55	_____	_____	_____
2.56	_____	_____	_____
2.57 **Non-negotiable**	_____	_____	_____
2.58 **Non-negotiable**	_____	_____	_____
2.59 **Non-negotiable**	_____	_____	_____
Attachment A	_____	_____	_____
Attachment B	_____	_____	_____
Attachment C	_____	_____	_____
Appendix I	_____	_____	_____
Appendix II	_____	_____	_____

SECTION

YES

NO

RESPONDENT INITIALS

Appendix III

Company: _____ Authorized Representative's Name: _____

Authorized Representative's Signature: _____ Date: _____

APPENDIX II

COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS

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

Suppliers shall certify below that they are in good standings to conduct business in the State of Florida. **The awardee of any contract resulting from this solicitation shall forward a certification of good standing, upon request of UCF.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

CERTIFICATION

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

Company: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX III

BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

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

Requested Documents:

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

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

2. Upload your submission at:

<https://ucfprocurement.bonfirehub.com/opportunities/230545>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **May 6, 2026 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

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

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

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

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

Need Help?

University of Central Florida Procurement Services uses a Euna Procurement portal for accepting and evaluating proposals digitally. Please contact Euna Procurement at support.bonfire@eunasolutions.com for technical questions related to your submission. You can also visit their help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub/vendor-submission-support>