SUBMIT OFFER TO:
Via Bonfire Web Portal
UNIVERSITY OF CENTRAL FLORIDA
www.procurement.ucf.edu
https://ucfprocurement.bonfirehub.com/opportunities/263573

Your submission must be uploaded, submitted, and finalized prior to the closing time on January 11, 2027 at 3:00PM. 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 VII** for submittal instructions.

University of Central Florida

INVITATION TO NEGOTIATE

Contractual Services

Acknowledgement Form

Page 1 of 105 Pages	OFFERS WILL BE OPENED: **January 11, 2027 at 3:00PM**. and may not be withdrawn within 120 days after such date and time.	ITN NO. 2026-05MCSA
UNIVERSITY ADVERTISING DATE: 11/19/2026	ITN TITLE: **CAMPUS DINING SERVICES**	
FEDERAL EMPLOYER IDENTIFICATION NUMBER		

SUPPLIER NAME	REASON FOR NO OFFER:
SUPPLIER MAILING ADDRESS	
CITY - STATE - ZIP CODE	**POSTING OF PROPOSAL TABULATIONS**
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.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED NAME (TYPED)

TITLE

2. EXECUTION OF OFFERS: Offers must contain a manual signature of the representative authorized to legally bind the Supplier 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 cause for removal of the supplier's name from the solicitation mailing list. NOTE: To qualify, the Supplier must submit a "NO OFFER," and it must be received no later than the stated offer opening date and hour.

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

(a) 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: Suppliers 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 Supplier's risk.

(d) INVOICING AND PAYMENT: All Suppliers shall 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:

Division of Finance
12424 Research Parkway, Suite 300
Orlando, Florida 32826-3249

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

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 vendor ombudsman whose decision will be final.

Vendor Ombudsman: A vendor 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 vendor 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 vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Additionally, the Board of Trustees may not give preference to a vendor based on vendor's social, political, or ideological interests.

UNIVERSITY OF CENTRAL FLORIDA

INVITATION TO NEGOTIATE (ITN) NUMBER 2026-05MCSA

FOR

Campus Dining Services

Commencement date: July 1, 2027
Term: 10 years (7/1/2027 – 6/30/2037)

TABLE OF CONTENTS

1.0 INTRODUCTION

1.1 Statement of Objective……
1.2 Contract Award……...
1.3 UCF Environment……...

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion….
2.2 Approximate Calendar of Events……
2.3 Supplier Communications and/or Inquiries……..
2.4 Supplier Conference and Site Visit…….
2.5 Written Addenda……
2.6 Offer Due/Proposal Opening Date……
2.7 Section Not Used……
2.8 Evaluation Criteria and Selection Process…….
2.9 Posting of Recommended Selection……...
2.10 Offer Validity Period……..
2.11 Disposition of Offers/Florida Public Records Law Compliance ….
2.12 Economy of Presentation……
2.13 Restricted Discussions/Submissions……...
2.14 Verbal Instructions Procedure……
2.15 State Licensing Requirements……
2.16 Parking……
2.17 Definitions……...
2.18 Procurement Rules……..
2.19 Force Majeure……
2.20 Limitation of Remedies, Indemnification, and Insurance…….
2.21 Term of Contract……
2.22 Cancellation/Termination of Contract…….....
2.23 Assignment and Amendment of Contract……..
2.24 Independent Parties…….
2.25 Performance Investigations……
2.26 Records……...
2.27 Public Records……
2.28 Public Records, Service Contracts, Compliance 119.0701, FS
2.29 Severability…….
2.30 Notices……
2.31 Governing Law and Venue…….
2.32 Liaison……
2.33 Subcontracts……
2.34 Employment of UCF Personnel……..
2.35 Conflict of Interest……..
2.36 Equal Opportunity Statement…….

2.37 Waiver of Rights and Breaches……..
2.38 Headings Not Controlling……...
2.39 Employee Involvement/Covenant Against Contingent Fees…….
2.40 Employment of Aliens……
2.41 Site Rules and Regulations…….
2.42 Travel Expenses……..
2.43 Annual Appropriations……
2.44 Taxes……...
2.45 Contractual Precedence……..
2.46 Use of Contract by Other Government Agencies……...
2.47 Public Entity Crimes……...
2.48 Work for Hire…….
2.49 Export Control……
2.50 Nonnegotiable Conditions and Requirements……
2.51 Revised Quantities……..
2.52 Family Educational Rights and Privacy Act ……
2.53 Smoke Free Policy……..
2.54 UCF Policies……
2.55 Contact with Minor Children…… .
2.56 Reporting of Child Abuse……..
2.57 Secure Handling of UCF Data……
2.58 Employee Background Checks……..
2.59 E-Verify……

3.0 REQUIRED OFFER FORMAT

3.1 Introduction…….
3.2 Supplier/Offer Sections……..

4.0 SCOPE OF WORK REQUIREMENTS ……

APPENDIX I SITE DATA & RESPONSIBILITY MATRIX
Provides current and proposed site information for use in preparing Supplier proposals.

APPENDIX II SUPPLIER STAFFING PLAN
Excel workbook that must be completed in its entirety as part of Supplier's proposal.

APPENDIX III SUPPLIER FINANCIAL PROPOSAL
Excel workbook that must be completed in its entirety as part of Supplier's proposal. **Note: Suppliers must submit two (2) Financial Proposals to be fully responsive to this ITN. Financial Proposal A – with Capital Investment, and Financial Proposal B – without Capital Investment.**

APPENDIX IV PROPOSED EXCEPTIONS

	This Word Document is to be completed if Supplier is proposing changes to Terms, Conditions, Scope of Work or Program Standards. Please note; UCF may negotiate these provisions with the successful Supplier **but is under no obligation to accept Supplier's proposed changes. Under no circumstances will UCF negotiate changes that are not documented in Appendix IV.**
APPENDIX V	SUPPLEMENTAL OFFER SHEET - TERMS AND CONDITIONS
APPENDIX VI	COMPLIANCE AND CERTIFICATION OF GOOD STANDINGS
APPENDIX VII	BONFIRE SUBMISSION INSTRUCTIONS FOR SUPPLIERS
APPENDIX VIII	EQUIPMENT INVENTORY CONDITION ASSESSMENT SURVEY

1.0 INTRODUCTION

1.1 Statement of Objective

The objective of this Invitation to Negotiate (ITN) is to select a qualified dining services partner to deliver a high-quality, accessible, and financially successful dining program for the students, faculty, staff, and guests of the University of Central Florida (UCF).
UCF views dining as an essential part of campus life, supporting student success, community, and engagement. The University seeks a partner with demonstrated higher education experience that can improve food quality and service, offer compelling value, expand participation, and adapt the program to the needs of a large and diverse campus community.
Following is a summary of key features of and priorities for this ITN:

a) **Key Features:**
- Term: July 1, 2027 – June 30, 2037
- Scope: Residential Dining, Retail Dining (excluded venues listed in Appendix I), and Catering Services (exclusive to all on-campus operations by supplier). *Note: UCF currently administers leases with some of the retail dining venues on campus directly (which are listed in the Excluded tab of Appendix I). UCF intends to continue this practice under the new Contract and reserves the right to change or add retail venues in the future.*
- Financial Model: Profit & Loss with meal plan services reimbursed through a daily rate, Retail Dining & Catering revenues retained by the Supplier less commissions paid to UCF.
- Meal Plan: All meal plans are currently voluntary, and suppliers must prepare their required proposals on that basis. UCF is not currently proposing a change to this policy. Suppliers may submit a separately identified optional alternative proposal illustrating the operational and financial implications of requiring meal plans for residents of university housing units without internal kitchens. Appendix I identifies current beds by unit type.
- Meal Plan Administration & Technology: UCF Business Services will be responsible for the marketing, administration and management of all meal plans. All meal plan and backend POS infrastructure will be maintained and managed by UCF.
- Capital Improvements and Potential Supplier Investment: Suppliers must submit two complete Financial Proposals: Proposal A - includes supplier capital investment, identifying proposed contributions toward dining facility replacement and ongoing venue improvements; and, Proposal B - without supplier capital investment. Both alternatives must use consistent baseline operating assumptions and clearly identify differences in financial terms, investment obligations, and any proposed repayment or unamortized investment provisions. *Note: UCF is considering the replacement of 63 South with a new community dining center at some point during the contract term.*

b) **UCF Dining Program Priorities:**

- Partnership & Collaboration: UCF seeks a supplier that will function as a true strategic and operational partner in ensuring that the Dining Services program fully aligns with the University's needs, culture, and standards of excellence.

Reposition Residential Dining: UCF seeks proposals that improve the utilization, appeal, and financial performance of its residential dining facilities while meeting the needs of residential students and attracting commuter students, faculty and staff. For '63 South, suppliers must address both improvements to the existing operation and a potential transition to a replacement

c) **UCF Dining Program Priorities:**

- Partnership & Collaboration: UCF seeks a supplier that will function as a true strategic and operational partner in ensuring that the Dining Services program fully aligns with the University's needs, culture, and standards of excellence.
- Reposition Residential Dining: UCF seeks proposals that improve the utilization, appeal, and financial performance of its residential dining facilities while meeting the needs of residential students and attracting commuter students, faculty and staff. For '63 South, suppliers must address both improvements to the existing operation and a potential transition to a replacement community dining center. For Knightro's, suppliers should evaluate alternative service formats, hours, and meal swipe options that better align capacity and operating costs with demand. Alternatives may include mobile ordering, pickup, grab-and-go, or other service models, supported by an explanation of the customer experience and financial implications.
- Customizable Options & Global Flavors: Enhance the dining program by offering a wide variety of global flavors and fresh ingredients, ensuring that dining options are *customizable* to accommodate diverse preferences and dietary needs. Incorporate sustainability and wellness initiatives into a dining program with dynamic food offerings to increase participation and student satisfaction.
- Meal Plan Portability: Meal swipes will remain limited to participating dining operations within the scope of this ITN. UCF intends for Dining Dollars to be redeemable at campus-based venues, including participating venues outside the scope of this agreement. Suppliers shall accommodate this approach through UCF-managed systems and the transaction settlement requirements described in Appendix I.
- Increase Meal Plan Enrollment**:** Enrollment in meal plans is underrealized, especially by commuter students, faculty and staff. While Business Services will be responsible for marketing plans to all constituents, a review of the current meal plan options by suppliers is encouraged and proposals for incentivizing increased engagement in plans will be welcomed. UCF believes that driving higher meal plan enrollment is fundamental to increasing campus engagement in the dining program and growing revenues for both the supplier and the university.
- Comprehensive Catering Program**:** Establish a comprehensive catering program that emphasizes quality, affordability, responsiveness, and optionality. The program shall cater to a wide range of events, from small student gatherings to large external client conferences, ensuring that all offerings reflect UCF's commitment to excellence.

- Leverage Technology**:** Integrate innovative technologies that enhance the dining experience through transparency, efficiency, and personalization. Specifically, proposals that improve access to services across campus and throughout the day in a labor-efficient manner are encouraged.

The Successful Supplier, 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 V) shall always be performed by the Supplier.

1.2 Contract Award

UCF intends to award a contract or contracts resulting from this solicitation to the responsible Supplier(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 Supplier'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 Supplier's offer being found to be nonresponsive, incomplete, or irregular in any way, or when the Supplier'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 Supplier'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 supplier(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 Supplier 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.

1.2.1 UCF is issuing this INVITATION TO NEGOTIATE (ITN) to evaluate enhanced services and financial options available by contracting for the management and operation of its dining program. The University is seeking a supplier with an established record of providing high quality, innovative dining services in the higher education market. Suppliers are expected to have the financial base to be able to provide substantial 100% debt-free equity investments, and commission funding to operate UCF dining services.

UCF seeks Proposals from Suppliers who will work cooperatively with the University to implement a superior dining services program. All Suppliers should demonstrate a visionary plan for the future of UCF dining. A clear understanding of the distinctive nature of higher education culture and the important role that dining plays in that culture is a critical component of the ITN response.

It is our intent to grant the successful Supplier rights to the operation of residential dining services, retail food services, and catering on the UCF campus, except for those services and locations specifically excluded in this ITN as listed in Appendix I.

a) The selected Supplier will operate at its expense and upon its own credit, dining service operations, including but not limited to the preparation and service of food in current and future dining facilities designed by the University which should include all storage, preparation, service and seating areas. Funding sources are expected to be debt free, 100% equity financed. The Supplier shall have the sole responsibility for maintaining these facilities in an acceptable manner to the University. The Supplier shall provide catering on campus and off-campus as requested by the University.

Toward this end, the University has the following priorities and expectations regarding the establishment of a contractual relationship with any Supplier:

1.2.2 Ensuring a Quality Dining Service Operation

This priority encompasses the quality of the food, the variety of the food being served, the choices offered at the multiple locations on campus, customer service, competitive price/value, and the ability of the Supplier to replace and/or rotate food concepts in a timely, cost effective manner in order to keep the food service fresh and up to date, and to reflect customer preferences. Nutrition, health programming, and food safety and sanitation are vital requirements of a quality dining service operation.

1.2.3 Commitment to Employees

Ensure a dynamic and challenging workplace that gives UCF dining employees the opportunity to develop their skills and talents. Create a working environment in which there is mutual support, trust and respect. Promote a workplace that emphasizes safety, wellness, and inclusion.

1.2.4 Full-Service Operations and Maintenance

Provide a full-service operation that includes the maintenance and repair of the facilities and equipment owned and provided by the University. The University desires that the Supplier have the capacity to furnish all the items, servicewares, appliances, and equipment (excluding Capital Equipment) necessary to perform the contractual services, including providing the maintenance and repair of the facilities and equipment entrusted.

1.2.5 Dining Service Facilities on Campus

Provide services at a variety of attractive and appropriate dining service facilities at multiple locations on the campus. Suppliers shall be prepared to offer flexibility and options in their dining service operations at the University. It is the intent of the University to seek companies that can use debt-free equity capital to operate food services in existing residential and retail spaces as well as to fund the renovation and expansion of current food service-related spaces. UCF is especially interested in the capability of the Supplier to obtain rights to desired branded food concepts and show evidence of their ability to competently operate them.

1.2.6 Customer Service

Customer satisfaction is an important goal for any university dining service operation. UCF is seeking a Supplier that will implement and maintain an effective, high quality, customer satisfaction policy in providing campus dining service operations.

1.2.7 Proposed Financial Package

Suppliers shall have the financial base to provide substantial investment/commission funding to support UCF's Dining Services. The financial package shall be some combination of supplier capital investment and commissions to UCF that will provide the high-quality campus dining services desired. Suppliers should submit a substantial financial package commensurate with the value and growth potential of likely contract revenues.

Specifically, UCF is interested in contracting with a firm that has the financial strength to provide:

A. An advantageous commission schedule with a guaranteed minimum annual payment.

B. A financial commitment of capital outlay dollars for the renovation and expansion of current food service facilities; and

C. A continuous program for improving and refreshing existing dining venues and locations; and

D. An annual capital equipment fund designated for the replacement and/or addition of university-owned dining service facilities capital equipment.

E. All final agreed-upon Capital Expenditure (CapEx) investments and commission structures shall be fixed and non-negotiable for the first five (5) years of the contract term. No mid-term renegotiations of financial terms shall be permitted unless expressly initiated by the University due to extraordinary, unforeseen circumstances.

1.3 UCF Environment

The University of Central Florida, founded in 1963, is the largest university in Florida and one of the largest in the nation. Located in Orlando, Florida, UCF and its 13 colleges provide opportunities to more than 69,000 students, offering 242-degree programs from UCF's main campus, hospitality campus, health sciences campus, downtown Orlando campus, and its ten regional locations. Additional information is available at http://www.ucf.edu/about-ucf.

Refer to Appendix I – Site Data & Responsibility Matrix for enrollment information.

1.3.1 Main campus

The majority of the student population is located on the university's 1,415-acre main campus approximately 13 miles east-northeast of downtown Orlando and 55 miles south-southwest of Daytona Beach. Located directly south of the main campus is the Central Florida Research Park, which is the seventh largest research park in the nation and the largest in Florida, housing over 116 corporations. The park provides more than 10,000 jobs to over 500 students and thousands of alumni.

1.3.2 Housing

Student housing is provided along the perimeter of the campus. The campus is divided into different themed sections. The northwest side of campus includes Greek communities, the north side contains Knights Plaza an uptown style sports and entertainment district, the east side contains the Arboretum of the University of Central Florida, and the south side contains student recreation and wellness facilities.

The university currently houses 7,435 beds on-campus in eight different housing communities (11,593 beds including affiliated housing). Residence hall style suites are available in the Libra, Apollo, Hercules, Nike, and Neptune communities. Apartment style housing is available in the Academic Village (Nike and Hercules) communities, the Towers at Knights Plaza, the Lake Claire Courtyard Apartments Community, Northview, and the Rosen College Apartments Community, located on the Rosen College of Hospitality Management campus.

In addition to on-campus housing, about 3,750 beds are available at the University-affiliated housing communities of Knights Circle and The Pointe at Central, which are off-campus apartment communities owned by The University of Central Florida Foundation, Inc. and managed by Asset Living Campus Housing. The University also administers Northview located directly north of the main campus in Oviedo, which houses 600 students. Greek housing is also available on the main campus in the Greek Park community, which consists of close to 500 beds. There are seven sororities and four fraternities housed on campus, with five fraternities offering housing off campus.

Refer to Appendix I – Site Data & Responsibility Matrix for detailed housing information.

1.3.3 Campus Life

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

1.3.4 Athletics

UCF Athletics Association, through its own employees, manages UCF's intercollegiate athletics including oversight of personnel, budgets, debt, NCAA compliance, and recruiting. The Association's chief executive officer is the University's VP and Director of Intercollegiate Athletics, who reports directly to the UCF President who also serves as the chair of the UCF Athletics Association, Inc.'s board of directors.

UCF is a member of the National Collegiate Athletic Association (NCAA) and the Big 12 Conference. For additional information regarding UCF Athletics please visit www.ucfknights.com. UCF Knights joined the Big 12 Conference in July 2023.

1.3.5 Sustainability

Due to long-term environmental programs and commitments, UCF was named an exemplary green institution in the 2010 Princeton Review's Guide to 286 Green Colleges, and the University has had its initiatives showcased by the U.S. Department of Energy. UCF has pledged to become climate-neutral under the American College & University Presidents' Climate Commitment by 2050 at the latest, and to increase its recycling rate to 75% by 2020, and reduce carbon dioxide emissions by 42% by 2030. Committed to reducing greenhouse gas emissions, all new construction shall be designed and certified by the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED). The UCF College of Medicine on the Health Sciences Campus is the only LEED Silver medical school in Florida.

1.3.6 University Dining Facilities and Services

Students are not required to purchase a Meal Plan; however, for Fall Semester 2025 over 3,200 Meal Plans were sold. Dining Plan details and pricing for fiscal year 2025-26 are provided in Appendix I – Site Data & Responsibility Matrix. Credit cards shall be accepted for all food purchases on campus and at off-campus restaurants, and are all accepted by all UCF Dining units.

1.3.7 Catering

Catering offers a comprehensive full service, high-end dining experience, providing customizable

menus and exceptional service for a wide range of events, including wedding receptions, corporate functions, and private gatherings.

1.3.8 Dining

Residential dining venues within the scope of this ITN include:

1. **63 South** – Located on the southern end of campus, this 19,500-square-foot dining hall offers a seating capacity of 720 and serves an average of 2,700meals daily. *Note that UCF intends to replace this facility within the term of this ITN.*
2. **Knightro's** – Situated on the northern end of campus, this 16,200-square-foot facility provides seating for 344 guests and serves approximately 800 meals per day. *Note that UCF is interested in proposals that reduce the operational scope of this facility, including the possibility of converting it to a meal swipe take-out option to service this zone of campus.*

Retail dining venues within the scope of this ITN include:

A. **Student Union Dining Options**

- **National Franchise Concepts**: Bento, Halal Shack, Qdoba Mexican Grill, Panda Express, Huey Magoo's, and Starbucks.
- **Self-Branded Concepts**: 407 Stack
- **Convenience Store**: Knight Stop
- **Independent Vendor***:* Amish Pretzel

Additional Campus Dining Options

- Einstein Bros Bagels *(Business Administration Building - BA1)*
- Barnie's at the Library *(John C. Hitt Library)*
- Cafe Bustelo *(Tech Commons)*
- Smalls Sliders *(Recreation and Wellness Center - RWC)*

2.0 GENERAL CONDITIONS

2.1 Authorized UCF Representative/Public Notices/UCF Discretion

The Supplier's response to this ITN and any communications and/or inquiries by the Supplier during this ITN process should 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.

Brian Sargent, Manager
Procurement Services Department
3544 Perseus Loop, #160975
Orlando, FL 32816-0975
brian.sargent@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
November 19, 2026	Invitation To Negotiate advertised

December 3, 2026; 10:00AM	Mandatory Site Visit – location and time in section 2.4
December 10, 2026	Last day to submit communications and/or inquiries in writing only; preferably by email to Brian Sargent (UCF Procurement); brian.sargent@ucf.edu
December 16, 2026	Responses to inquiries and Addenda (approximate)
January 11, 2027: 3:00PM	Deadline for Offer submission at 3p.m. (ITN opening)

2.3 Supplier Communications and/or Inquiries

A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Supplier in responding to this ITN. The Supplier 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 Supplier believes there are any conditions or requirements which remain unclear or which restrict competition, the Supplier may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Supplier. The Supplier is to provide the Section(s), Subsection(s), and Paragraph(s) that identify the conditions or requirements questioned by the Supplier. The Supplier also is to provide detailed justification for a change and shall recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN shall 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 V. Requests for changes to the non-negotiable provisions of this ITN will 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 Supplier disagreeing with any negotiable terms and conditions set forth in this ITN is to identify the specific ITN section(s) in Appendix IV – Proposed Exceptions, and provide a clear and detailed reason for the disagreement and a proposed solution in its Offer. UCF may or may not accept or agree to negotiate any of the terms and conditions that Suppliers 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 V and clearly indicate which terms and conditions the Supplier agrees and disagrees with (i.e., failure to initial the designated sections set forth in Appendix V, indicating that the Supplier has either understood and agreed to or disagreed with each particular section listed on Appendix V) 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 Supplier disagreed with. If UCF decides not to accept any of the terms and conditions the Supplier 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 Supplier. As noted above, the disagreement with any non-negotiable terms and conditions by the Supplier 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 V, 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 should be sent to all known Suppliers as specified in Section 2.1.

E. Any communications, questions and/or inquiries from the Supplier concerning this ITN in any way are to be submitted in writing to the individual identified in Section 2.1 not later than **December 10, 2026, at 5:00 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 Supplier 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 Supplier Conference and Site Visit

UCF representatives will conduct a site tour of campus and its Dining Services Program locations on Thursday, **December 3, 2026, at 10:00AM**. **Attendance is mandatory**. The meeting location will be 64 South, located at Ferrell Commons, 4121 Pyxis Ln, Orlando, FL 32816.

Tour participants are limited to five (5) representatives. The Supplier shall provide the Project Contact with the names, titles, telephone numbers and email addresses of its participants during sign-up on the day of the Site Visit. During the tour, Supplier is responsible to perform due diligence in understanding the operational capabilities of the facilities. Please note that the tour will be Supplier's only opportunity to observe and understand the back-of-house areas associated with the Dining Services Program.

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 Supplier, dated and returned with the offer. All Suppliers, including known interested Suppliers, 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 **January 11, 2027, at 3:00 p.m.** via UCF's Bonfire Web Portal. For additional information, please refer to Appendix VII: 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 Supplier's response to this ITN should 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 supplier(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 suppliers, 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 supplier(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 supplier(s) determined by the decision maker to have submitted a proposal that may be beneficial to the university.
8. **Best and Final Offer.** Following evaluation of the initial Offers, UCF may identify a shortlist of Suppliers for interviews, presentations, and/or negotiations. Following such interviews, presentations, or negotiations, UCF may request a Best and Final Offer

("BAFO") from one or more shortlisted Suppliers. Any BAFO request will identify the information to be submitted and the applicable submission deadline. UCF reserves the right to evaluate BAFOs in accordance with the evaluation criteria established in this ITN, conduct additional negotiations, or make an award without requesting a BAFO when determined to be in the University's best interest.

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. SUPPLIER'S QUALIFICATIONS	15
2. FINANCIAL PROPOSAL	30
3. DINING SERVICES AND FACILITIES	25
4. OTHER SERVICES	15
5. EVIDENCE OF SUCCESSFUL PERFORMANCE AND IMPLEMENTATION	10
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 shall 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 Supplier to this ITN, negotiate with the Supplier(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 Supplier(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 Supplier(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 Supplier desires to protest the recommendation to award a contract, if any, the Supplier should 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 shall 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 Supplier.

2.10 Offer Validity Period

Any submitted offer shall in its entirety remain a valid offer **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. Suppliers shall 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 Supplier 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 should be prepared simply and economically, providing a straightforward, concise description of the Supplier'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 should be on completeness and clarity of content. To expedite the evaluation of offers, it is desired and beneficial to evaluators that Suppliers follow the format and instructions contained herein. UCF is not liable for any costs incurred by any Supplier 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 Supplier 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 Supplier's offer.

2.14 Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Supplier 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 Supplier that are signed and received on a timely basis, i.e., not later than **5:00 p.m. on December 10, 2026**, will be recognized by UCF as duly authorized expressions on behalf of the Supplier.

2.15 State Licensing Requirements

To the extent applicable, the Supplier 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 Supplier is to provide proof of such to UCF as a condition of award of a contract. If the Supplier contemplates the use of subsuppliers, the Supplier is responsible for ensuring that all subsuppliers are registered with the State of Florida in accordance with

Chapter 607 or 620, Florida Statutes. For additional information, the Supplier should contact the Florida Secretary of State's Office.

2.16 Parking

The Supplier/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 supplier vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles shall be registered with University's Parking Services Department, and parking permits shall be purchased by the Supplier/Supplier. The Supplier'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 Supplier/Supplier or Supplier'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.

CAM Fee - a fee charged by the University to offset the cost of maintenance and repair of the University's common areas (i.e. shared dining seating areas, common area lighting, trash removal, and maintenance/repair, etc.) where such space is not a part of Suppliers "Leased Premises", and which is provided for and used primarily by, the patrons of the Supplier's dining facilities.

Capital Equipment - refers to those items, apparatus, and equipment with a purchase price of Five-Thousand dollars (≥$5,000) or more per item and includes all equipment that is hard-wired, hard-plumbed, and/or permanently installed-in or attached to the facility. Furniture is not included in this category.

Consumable Supplies - refers to expendable, disposable, and consumable items which are used in the food service operation including, but not limited to, items such as, paper towels, napkins, disposable plates/cups/plasticware, cleaning supplies, janitorial supplies, dishwashing detergent, hand soap, cleanser, degreasers, and sanitizing sprays**.**

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.

Dining Dollars - Dining Dollars are a prepaid cash-equivalent form of payment used for on-campus dining. They work like a debit card, allowing students to purchase meals, snacks, and other food items at participating on-campus locations. Dining Dollars can be added to a meal plan or purchased separately.

Dining Liaison Manager – After contract award, a liaison from the user department will oversee the Supplier's performance and report as needed to the contract administrator. The Project Manager is Chad Sunstein.

Gross Sales - the total income received from the sale of all taxable and tax-exempt goods and services, less Sales Tax collected.

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 Supplier an advantage or benefit not enjoyed by another Supplier.

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

Net Sales - is Gross Sales less deductions for sales returns, discounts, and allowances made to customers for damaged or missing goods sold on the Premises. Additionally, when calculating Net Sales the following apply:

i. No deduction from Sales receipts shall be made by reason of any credit loss sustained, bad checks, or financing costs that may be applicable by reason of the acceptance or use of credit cards, payment plans, or by reason of any other credit arrangements.

ii. In the event “Gift Cards” (preloaded debit cards) are sold/accepted, the sale is considered, for purposes of the Commission calculation, to have occurred at the time of card redemption (i.e. when the services or goods are provided).

Proposal – An executed offer submitted by a Supplier 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 Supplier(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 supplier 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.

Supplier – 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 Supplier’s submitted proposal response to the ITN, including any and all supplemental information submitted.

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

Sales and Use Tax - refers to the Sales Tax (general tax) and the Discretionary Sales Surtax (county tax) paid to the Florida Department of Revenue on all taxable goods and services.

Servicewares - the collective term that includes the items/terms also known as “Smallware”, “Tableware”, “Cookware”, and “Kitchenware”, and includes, but is not limited to, china, glassware, flatware, silverware, pots/pans and other such cooking equipment, kitchen utensils, cutlery, trays, tablecloths, linens, and similar such reusable items that are used in the preparation, serving, and consumption of food.

Small Equipment - refers to those electrical and/or motorized apparatus, equipment and appliances with a purchase price of under Five-Thousand dollars (<$5,000) per item and where

such equipment is not hard-wired or permanently connected/attached to, or built-in to the facility. Point-of-Sale equipment (POS) is not included in this category.

Sole Point of Contact – The Procurement Services representative or designee to whom Suppliers should 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.

Supplier – The firm or individual who is the recommended recipient of the award of a contract under this ITN. If a Supplier 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 "supplier" shall be deemed to refer to them. Unless awarded, the Supplier is a direct Supplier, however, dealers and resellers are not parties to the Contract, and the Supplier that certifies them shall be responsible for their actions and omissions.

UCF or University – University of Central Florida

2.18 Procurement Rules

A. UCF has established for purposes of this ITN that the words "shall," "must," or "will" are equivalent in this ITN and indicate a mandatory requirement or condition, the material deviation from which could be waived by UCF. UCF will, at UCF's sole discretion, determine whether a deviation is material. Any deviation found by UCF to be material shall result in the rejection of the offer.

B. The words "should" or "may" are equivalent in this ITN and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of 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 Supplier shall comply with the instructions cited in Section 2.3. Also, the Supplier shall initial the designated sections set forth on Appendix V, indicating that the Supplier has either understood and agreed to or disagreed with each particular section listed in Appendix V. Failure to submit Appendix V with each area marked as set forth above and initialed by the Supplier will 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 Supplier is solely responsible for the accuracy and completeness of its offer. The Supplier's errors or omissions, if any, are solely at the risk of the Supplier 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 Supplier 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 Supplier's reasonable control, any date or times by which UCF or the Supplier 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 Supplier.

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 Supplier to limit the Supplier's liabilities to the State or to limit the State's remedies against the Supplier is unacceptable and will result in the REJECTION of the Supplier'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 Supplier 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 Supplier, its employees, its agents or of others under the Supplier'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 Supplier 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 advance notice in the event of cancellation.

2. **Auto Liability:** If Supplier operates a vehicle on campus for commercial use in the performance of this Contract (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 advance notice to University in the event of cancellation.

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 advance 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 **July 1, 2027**, and shall end on **June 30, 2037**. 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

A. Either Party may terminate this Contract for any reason, by providing at least ninety (90) calendar days advance written notice to the other Party, with the termination date to occur on the last day of scheduled Service for the then-current academic year unless otherwise mutually agreed by the Parties. Each academic year ends on June 30th. The foregoing notwithstanding, SUPPLIER may not terminate this Contract pursuant to this Section with an effective termination date earlier than June 30, 2037.

B. If either Party breaches a provision of the Contract (hereafter "Cause"), the non-breaching Party may give the other Party written notice of such Cause or breach. If the Cause or breach is fully cured within thirty (30) calendar days ("Cure Period"), the notice shall be null and void. If such Cause event is not fully cured within the Cure Period, the Party giving notice of Cause shall have the right to terminate this Contract thereafter, by giving written notice to the other Party. Such notice will specify the termination date, which shall not be less than five (5) days from the date such notice is provided.

C. UCF may terminate the Contract, without providing any Cure Period in the event it has given Supplier three written notices of breach within any consecutive two-year period of the Contract.

D. If at any time a voluntary petition in bankruptcy shall be filed against either Party and shall not be dismissed within thirty (30) days, or if either Party shall take advantage of any insolvency law, or if a receiver or trustee of any of a Parties' property shall be appointed and such appointment shall not be vacated within thirty (30) days, the other Party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this Contract by giving thirty (30) days' notice in writing of such termination.

E. In the event Supplier has been identified as the proximate cause of a foodborne illness outbreak on the UCF campus, UCF shall have the right to issue notice of termination of this Contract for convenience upon thirty (30) days' written notice.

F. Except as otherwise agreed by UCF in writing, Supplier's termination of a service within the scope of this Contract will be considered Supplier's termination of the Contract in its entirety.

G. If, subsequent to the execution of this Contract, it is determined by UCF's legal counsel that this Contract or any of its provisions may violate or does violate any law, rule, or regulation, the Parties agree to renegotiate the provision(s) so that it (they), as well as the entire Contract, complies with the law, rule or regulation. If the Parties are unable to come to an agreement within thirty (30) calendar days, UCF may, upon sixty (60) days' written notice to Supplier, terminate this Contract.

H. Commencing with the date notice of termination is issued by either Party, and continuing through Supplier's final day of operations, the following provisions shall apply:

    1. Upon the effective date of Notice of Termination For Cause, Supplier shall cease all activity. Supplier has ninety (90) days from the date of termination to submit final invoices for final satisfactory Services under the Contract. UCF will have no obligation to assist in billing issues or issue payment under the terms of this Contract for invoices submitted after ninety (90) days from the date of termination.

    2. All undisputed outstanding invoices shall immediately become due and payable thirty (30) days after the date notice of Termination for Cause is issued. In the event an invoice is disputed, the Parties shall work in good faith to resolve such dispute within 30 days.

    3. In the event this Contract is Terminated for Cause or expires, unless otherwise mutually agreed to in writing by the Parties, Supplier shall not be responsible for the provision of Services scheduled to occur after the date of Termination for Cause or the expiration date of this Contract.

    4. UCF shall fulfill or shall cause its successor supplier to fulfill, Supplier's obligations under any UCF approved 3rd party contract engaged by Supplier to provide services for Catering events occurring after the termination or expiration of this Contract.

2.23 Assignment and Amendment of Contract

The contract resulting from this ITN, if awarded, and any associated duties or obligations, may not be assigned by the Supplier without prior written consent from UCF. Any amendments to the contract shall be made in writing and signed by both the Supplier and UCF, with the same formalities as the original contract.

2.24 Independent Parties

Except as expressly provided otherwise in the contract resulting from this ITN, if any, UCF and the Supplier 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 conduct assessments to verify the Supplier's capacity to fulfill the requirements outlined in this ITN. UCF reserves the right to reject any submission if the Supplier fails to demonstrate the qualifications necessary to meet the obligations set forth in this ITN.

2.26 Records

The Supplier 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 Supplier.

2.27 Public Records

Any contract resulting from this ITN may be canceled unilaterally by the University for refusal by the Supplier 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 Supplier in conjunction with a resultant contract.

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

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'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 Supplier meets the definition of “Supplier” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Supplier shall 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 supplier 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 supplier or keep and maintain public records required by the public agency to perform the service. If the supplier transfers all public records to the public agency upon completion of the contract, the supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the supplier keeps and maintains public records upon completion of the contract, the supplier shall meet all applicable requirements for retaining public records. All records stored electronically shall 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 shall be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the supplier of the request, and the supplier shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

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

This Supplier/Vendor and any subsuppliers shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color,

religion, sex, sexual orientation, gender identity, national origin and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime suppliers and subsuppliers take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, or disability.

2.29 Severability

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

2.30 Notices

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

2.31 Governing Law and Venue

This ITN and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. UCF and Supplier 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 Supplier, if any, shall be **Chad Sunstein**

2.33 Subcontracts

The Supplier is fully responsible for all work performed under the contract resulting from this ITN, if any. The Supplier may enter into written subcontract(s) for performance of certain of its functions under such contract, unless otherwise specified. The subsuppliers and the dollar amount of the subcontract(s) should be identified in the Supplier's response to this ITN. No subcontract(s) which the Supplier enters into under the contract resulting from this ITN, if any,

shall in any way relieve the Supplier of any responsibility for performance of its duties under such contract. The Supplier is responsible to fully notify any subsupplier(s) of their responsibilities under any subcontract. All payments to subsuppliers shall be the sole responsibility of the Supplier.

2.34 Employment of UCF Personnel

The Supplier 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 Supplier 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. Supplier 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 Supplier 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 Supplier commits to the following:

A. The University and Supplier shall 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 Supplier and any subsuppliers 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 suppliers and subsuppliers to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

B. The Supplier, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.

C. If the Supplier 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 Supplier shall complete and file prior to March 1 of each year a standard form 100 (EEO-1).

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 Supplier hereby certifies that, to the best of its knowledge and belief, no individual employed by the Supplier or subcontracted by the Supplier 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 Supplier shall be grounds for cancellation of such contract. The Supplier 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 Supplier's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence shall have been known by the State to be maintained by the Supplier for the purpose of securing business for the Supplier. In the event of the Supplier's breach or violation of this warranty, UCF shall, subject to the Supplier'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 Supplier's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier.

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 Supplier 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 Supplier's ITN response. In the event of any conflict or inconsistency between the aforementioned documents, the order of precedence is:

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

2.46 Use of Contract by Other Governmental Agencies

At the option of the Supplier/Supplier, 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/Supplier to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this offer and subsequent contract award.

2.47 Public Entity Crimes

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

2.48 Work for Hire

Any work specifically created for the University under a contract resulting from this ITN by the Supplier or anyone working on behalf of the Supplier (the term Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Supplier's services hereunder, the Supplier shall 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 Supplier hereby represents and warrants that (a) all applicable laws, rules and regulations have been complied with, (b) the Supplier 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 Supplier 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 Supplier, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Supplier'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 Supplier 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 Supplier 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 Supplier wishes to disclose export controlled technology or technical data to the University, the Supplier 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 Supplier 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 Supplier understands and agrees that to the extent the Supplier'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 Supplier. The non-negotiable terms and conditions are listed in Appendix V of this document and identified with **non-negotiable**. Suppliers that disagree with any of those "non-negotiable" terms and conditions shall forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix V 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

Supplier acknowledges that UCF has a duty to maintain the privacy of student records, including without limitation education records as defined by the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99) ("FERPA") and further acknowledges that as a supplier to

whom Licensee has outsourced certain institutional services or functions:

A. Confidential information about UCF's students is contained in records provided to and maintained by UCF, and Supplier will protect the privacy of all student education records to the fullest extent required of Supplier under FERPA;

B. Supplier is performing an institutional service or function that has been outsourced by Licensee and for which Licensee would otherwise use its employees;

C. Supplier is under the direct control of UCF with respect to the use and maintenance of education records, as defined by FERPA;

D. Supplier 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 and exception under FERPA, Supplier may not disclose or re-disclose personally identifiable information unless UCF has first authorized in writing such disclosure or re-disclosure; and

F. Supplier will not use any personally identifiable information acquired from UCF 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, subsuppliers, 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, subsuppliers 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, subsuppliers 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 Contract 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 Supplier assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Supplier's employees, agents, or independent suppliers. The Supplier shall provide background checks for all of the supplier' s non-temporary employees, agents, or independent suppliers 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 Supplier 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 Supplier'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 Supplier 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 subsuppliers have satisfactorily completed a background check equivalent to Level 1 Background Check standards shall 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 suppliers 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 Supplier meets the definition of “Supplier” or “Subsupplier” under Section 448.095, Florida Statutes, Supplier agrees that it and any Subsuppliers 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 Supplier 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 Supplier is to prepare its offer in accordance with the instructions outlined in this section. If the Supplier's offer deviates from these instructions, such offer may, at UCF's sole discretion, be REJECTED.

UCF EMPHASIZES THAT THE SUPPLIER CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT. The Supplier 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 Supplier wishes UCF to take into consideration in reviewing the offer. The Supplier's response to this ITN shall be submitted via UCF's Bonfire Web Portal, as listed in Section 2.6.

3.2 Supplier/Offer Submittal Sections

The Supplier shall organize its offer into the following major sections.

3.3 Criteria 1 – SUPPLIER'S QUALIFICATIONS

Supplier shall describe and Offer evidence of their ability to meet each of the qualifications listed below.

1. Provide evidence of technical experience, organization, and support staff that will be assigned to the University.

2. Provide the supplier's true name, corporate officers, national and regional officers.

   A listing of resumes for all principal officers and key executives. National companies shall submit the same information for its principal operating officers as well as all regional/district executives and management personnel that would be assigned to manage or support this account.

3. A list of all dining accounts in higher education that your firm has lost in the last five years along with a contact name, telephone number and e-mail address for those persons most knowledgeable about your performance. Please feel free to include a brief explanation of why

you believe you lost the account (i.e. bid process, change in administration, terms, etc.).

3.4 Criteria 2 – FINANCIAL PROPOSAL

The Financial Proposal must contain a response for the following items:

A. Capital Investment Fund

Note: Suppliers must submit two complete Financial Proposals: Financial Proposal A - a proposal that includes supplier capital investment, identifying proposed contributions toward dining facility replacement and ongoing venue improvements; and, Financial Proposal B - a proposal without supplier capital investment.

For Financial Proposal A: State the amount of capital outlay dollars Supplier will commit for current and future renovation and expansion of existing campus Food-Service facilities. Define any other additional financial considerations to be offered to the University for Investment Purposes or otherwise. Supplier shall describe any refurbishment plan it contemplates implementing during the term of the Contract to keep the dining facilities functional and aesthetically pleasing, including any financial investments it will make to renovate the dining areas or introduce new concepts. This Fund will be at no interest and shall be amortized, on a straight-line basis, over the term of the contract.

B. Capital Equipment Replacement Fund

State the amount Supplier proposes to contribute to an annual “Capital Equipment Replacement Fund” which will be designated for the purchase of new and/or the replacement of Capital Equipment related to existing dining services. Unused balances in this fund shall roll over to the next fiscal year, and upon contract termination, the balance of the Fund, if any, shall revert to the University. Supplier shall fund and submit a replacement schedule based on the age and condition of all Capital Equipment currently in use so that such equipment is replaced prior to the time that it reaches the end of its life expectancy.

C. Renovation/Refresh Plan for Existing Dining Facilities

Provide a detailed description and timeline for renovation/refresh for any other facilities Supplier will operate including an evaluation of each unit. Propose recommendations and state an overall strategy for renovations of these facilities together with justifications for any changes. Submit any suggested changes in existing building décor and desirable equipment additions. Provide an estimated construction/renovation project budget by facility. *Note that UCF wishes to receive proposals on facilities development or improvement regardless of the Capital Investment proposed.*

Any proposed additions, alterations or improvements require the prior approval of the University and the University will oversee the work performed. All costs for renovations and improvements approved by the University will be borne by the Supplier unless otherwise agreed to in advance and evidenced

in writing.

All construction, renovation or improvements on University buildings must follow the University standards.

D. Meal Plans

Supplier shall charge UCF for Resident Dining meal service according to a Daily Rate per participant for UCF Voluntary Meal Plans. The charge shall be calculated based on the actual average number of meal plan holders by meal plan type during an Accounting Period, as provided by UCF.

Supplier will invoice UCF for reimbursement of Dining Dollars on a monthly basis based on redemption.

UCF shall retain all unused Dining Dollars from UCF Voluntary Plans.

E. Commission and Guaranteed Minimum Annual Payment

Propose a commission percentage on gross sales to be paid monthly to the University of Central Florida on sales derived from self-performed retail dining, subcontracted retail dining, summer conference dining, campus-wide and off campus catering services, alcohol service, and other revenues exclusive of the meal plan service (which Supplier is paid for as noted above).

Show as a separate amount the guaranteed minimum annual payment. It is assumed the financial proposal will be based upon the larger amount of the minimum guarantee or the commission percentage. Indicate whether the minimum guarantee increases annually over the term of the contract and, if so, by how much.

3.5 Criteria 3 – DINING SERVICES AND FACILITIES

Suppliers are required to carefully review the service requirements outlined in this ITN and provide a detailed description of how they will meet these requirements. This shall include, but is not limited to, the services to be provided and the personnel who will be assigned to the University.

A. Vision

Provide a comprehensive plan outlining their proposed vision for the UCF Dining program for the full term of the contract. The plan should specifically detail the key steps and a timeline for achieving this vision, addressing all components of UCF Dining as identified in this ITN. In addition, Suppliers should submit a detailed Strategic Plan for the first year of operations, covering the program components outlined in this ITN.

B. Dining Services Program Enhancements

Provide a narrative outlining how the proposed dining service program will address the educational and social needs of UCF students and the broader university community. Detail the principles and strategies that will support UCF in its mission to recruit and retain top-tier students. Additionally, explain how the program will contribute to and foster the continued growth and success of the University.

C. Residential Dining Operations

Submit a comprehensive plan to address the dining needs of students residing on campus, specifically those served by 63' South and Knightro's Dining Halls. The plan should include the following details for each venue:

i. Dining concepts and stations
ii. Menus and the frequency of menu updates
iii. Retail gate prices
iv. Décor and signage for stations
v. Hours of operation
vi. Staffing levels

Additionally, provide a financial pro forma statement for each residential venue for the entire ten-year contract period. Please include a list of assumptions made when preparing the pro forma as instructed in Appendix III

D. Retail Dining Operations

Submit a plan to provide for the existing dining needs served by the retail dining units within the scope of this ITN.

Include the following information for each venue:

i. Concepts/stations
ii. Menus
iii. Décor/Signage for stations
iv. Hours of operation
v. Staffing

Include a financial pro forma statement for each retail dining venue for the ten-year contract period. Please include a list of assumptions made when preparing the pro forma as instructed in Appendix III.

E. Catering

The Supplier must service all groups and functions requested by the University on any day during the period of the contract. The Supplier will be required to create a detailed catering brochure including

menus, prices, policies, and additional costs (i.e. delivery, linens, etc.). There shall be a catering brochure outlining "no frills" options that are affordable to cost-conscious faculty, staff, and student organizations with limited budgets.

Submit a catering plan to include:

i. Menus, portions and pricing for four levels of service;
ii. Table linens with china;
iii. Disposable service-ware;
iv. Pick-up/carry-out (no frills);
v. Typical staffing levels per customer for seated service, buffet service, receptions;
vi. A brief description of the process your firm would use to receive, process, affirm and confirm catering orders and software program used;
vii. Catering Policies and Procedures Manual;
viii. Sample brochure with menus/marketing information;
ix. Sample event planning policies and procedures;
x. Sample Catering billing forms;
xi. Customer follow-up/satisfaction process.

Include a financial pro forma statement for Catering for the ten-year contract period. Please include a list of assumptions made when preparing the pro forma as instructed in Appendix III.

3.6 Criteria 4 – OTHER SERVICES

A. Staffing and Personnel

The Supplier agrees to assign to the University and maintain a management staff with the background, education, training and experience to operate and manage a dining operation of this magnitude. The University shall review and approve all management and supervisory position candidates before any commitment or hiring by the Supplier.

The Supplier should provide the following information:

1. Present a consolidated total account staffing chart summarizing all the staffing FTE's presented in the concepts section plus all support, administrative, and other management staff not assigned specifically to one of the units. There should be a print copy of the forms in the hard copy of the Proposal and Excel copies in the electronic submittal. Refer to Appendix II – Supplier Staffing Plan for template to be completed.
2. Identify the anticipated number and type of positions that will be made available to UCF students.
3. Provide an outline or table of contents of your Employee Training Manual that ensures that all employees, full-time, part-time and students are trained in their position, and fully understand the job before working the position.
4. Sample resumes for the General Manager, Marketing Manager, Executive Chef and Catering

Director that would be assigned to this account.

B. Sustainability

1. Describe your commitment to environmental sustainability, specifically addressing efforts to reduce the carbon footprint of dining operations, including energy consumption, the use of limited natural resources, and the reduction of unnecessary waste.

2. Outline supplier propose strategies to reduce, reuse, and recycle waste (e.g., composting), and collaborate with the University's Recycling Program to foster continual improvements in minimizing waste across all aspects of operations.

3. Discuss the cost implications of offering organic, locally sourced options in the dining venues.

C. Disposable Service Ware Standards

Submit a plan for implementing standards related to disposable service ware on campus. This should include consideration of biodegradable options, detailing the products to be used, a timeline for their implementation, and the expected cost impact in terms of any price increase per item sold.

D. Green Cleaning Program

Discuss your commitment to creating a green cleaning program that prioritizes human health and environmental protection, aligning with Green Seal standards.

E. Wellness

1. Describe the wellness-oriented programs you would implement on campus including but not limited to nutrition awareness programs, weight management programs, flu/isolation meals, and any other programs that encourage good health.

2. Identify how you will assure that there are special diet accommodations including but not limited to gluten free, vegan, vegetarian, allergy free etc. in all dining facilities.

F. Marketing

Submit a marketing plan to sufficiently address the requirements identified in Section 4.10 of the ITN.

G. Safety, Sanitation, and Security

Submit data to support the existence of supplier programs that would be brought to an operation with respect to providing a safe, sanitary and secure work and dining environment. Please note the type

and frequency of training programs and mandated procedures that support safety, sanitation and security.
Provide procedures for implementing corrective measures required as a result of health inspections.
Provide the methodology used to deal with food recalls and food borne illness.

H. Quality Assurance and Performance Measurement

Submit a plan to provide quality assurance with respect to all aspects of the campus dining program to include:

1. Sample inspection/quality audit forms used internally and as part of any per meal, per day quality maintenance inspections and district/regional visitations.

2. Follow-up procedures for customer complaints

3. On-going as well as periodic customer service monitoring. Provide your target customer satisfaction rating.

4. A system for regular monitoring of menu items to include identification and replacement of unpopular menu items.

5. The Supplier shall develop and meet Key Performance Indicators ("KPIs") established by UCF and incorporated into the Contract. As part of its Offer, the Supplier shall propose measurable performance standards, targets, reporting methodologies, and corrective-action thresholds addressing, at a minimum, the following:

    a. **Hours and Service Availability:** Compliance with approved operating hours, service availability, and timely notification and resolution of service interruptions.
    b. **Food Safety and Regulatory Compliance:** Compliance with applicable health, sanitation, food-safety, licensing, and regulatory requirements, including timely correction and reporting of violations.
    c. **Customer Satisfaction and Food Quality:** Customer satisfaction with food quality, value, variety, nutrition, cleanliness, convenience, customer service, and overall dining experience.
    d. **Equipment and Operational Readiness:** Preventive maintenance, equipment availability, response to equipment failures, and timely repair or replacement of equipment for which the Supplier is responsible.
    e. **Service Efficiency:** Customer wait times, transaction throughput, order accuracy, complaint resolution, and other measures of efficient and responsive service.

f. **Catering Performance:** Responsiveness, order accuracy, timely delivery and execution, food quality, customer satisfaction, and resolution of service issues.
g. **Staffing and Training:** Maintenance of staffing levels sufficient to meet Contract requirements and completion of required employee training, certifications, and operational standards.
h. **Financial and Administrative Performance:** Timeliness and accuracy of required financial reports, payments, reconciliations, meal-plan transactions, Dining Dollars reporting, and other Contract deliverables.
i. **Sustainability:** Performance against applicable commitments related to food-waste reduction, recycling, composting, responsible sourcing, packaging reduction, and other University sustainability objectives.
j. **Program Performance and Continuous Improvement:** Performance related to meal-plan utilization, dining program effectiveness, fulfillment of commitments contained in the Supplier's Offer, and implementation of operational improvements and innovations.

Final KPIs, targets, measurement methodologies, and reporting frequencies will be established during negotiations and incorporated into the Contract.

The Supplier shall regularly report performance against the established KPIs in a format approved by UCF. UCF may independently verify reported results through operational data, inspections, financial records, customer feedback, audits, or other reasonable means.

If the Supplier fails to meet an established KPI, UCF may require a written corrective-action plan identifying the cause of the deficiency, corrective measures, responsible parties, and schedule for resolution. Critical health, safety, regulatory, or continuity-of-service deficiencies shall require immediate corrective action. Repeated, material, or unresolved performance deficiencies may constitute a default under the Contract.

UCF and the Supplier will review the KPI framework at least annually and may modify performance targets, measurement methodologies, or reporting requirements to reflect changes in Dining Services operations, facilities, technology, or University priorities.

I. Equipment Use and Maintenance

Submit a plan to assure the University that all Dining service employees will receive initial and ongoing training in the proper use and cleaning (in accordance with Manufacturer specifications) of all University owned capital equipment.

J. Financial Controls and Systems

Submit samples of forms and procedures the supplier uses to assure the safe and accurate accounting for all financial matters related to the operation of campus dining.

3.7 Criteria 5 – EVIDENCE OF SUCCESSFUL PERFORMANCE AND IMPLEMENTATION SCHEDULE

1. Suppliers shall supply names, addresses, and telephone numbers of three (3) business references from the management of other higher education customers (not including this University) for whom the Supplier has provided products and services similar to those outlined within the ITN specifications. The Supplier shall grant permission to the University to contact the references.
2. **Transition and Implementation Plan:** The Supplier shall provide a comprehensive Transition and Implementation Plan describing its approach to ensuring an orderly and uninterrupted transition of Dining Services to the Supplier by the Contract commencement date of July 2027. At a minimum the plan shall address:

A.

   a. A detailed implementation schedule, including key activities and milestones for the 90-, 60-, and 30-day periods preceding commencement of operations;
   b. The Supplier's approach to recruitment, onboarding, training, and, as applicable, retention or transition of existing Dining Services employees;
   c. Transition and verification of Capital Equipment, smallwares, food and consumables inventories, including coordination with UCF and the incumbent Supplier regarding inventory and equipment condition;
   d. Transition of existing and proposed **branded dining concepts**, including required franchise or licensing approvals and contingency plans for any concepts that cannot be operational by the Contract commencement date;
   e. Implementation and testing of **point-of-sale systems, meal plan functionality, Dining Dollars, financial reporting systems, and other technology integrations** necessary for operations;
   f. Transition and fulfillment of **catering commitments and events** scheduled before the commencement date but occurring after July 1, 2027;
   g. Procurement and activation of required **licenses, permits, insurance, vendors, suppliers, and other operational requirements**;
   h. A communication and coordination plan identifying key Supplier and UCF personnel responsible for transition activities;

i. An **operational readiness and testing process** to verify that dining locations, equipment, technology, staffing, inventory, and food-safety requirements are ready before commencement of operations; and
j. A **contingency plan** identifying the Supplier's approach to addressing material delays or transition issues that could affect continuity of Dining Services.

The selected Supplier's Transition and Implementation Plan, as modified and approved by UCF during negotiations, may be incorporated into the resulting Contract and used by UCF to monitor implementation and operational readiness.

4.0 SCOPE OF WORK

Supplier shall furnish all management, operations, labor, equipment, goods, and supplies necessary to provide professional Dining Service operations to the University of Central Florida to include full-service dining, accommodations for limited and controlled alcoholic beverages and non-alcoholic beverage services, catering services, and short-term meal plans, and board plans all in accordance with the terms of the contractual agreement.

The University has entered into an exclusive agreement with Coca-Cola (Coke) for beverage vending and pouring rights related to the dispensing sale, advertising, and promotion of beverages on the university campus. The Supplier must work with the existing pouring rights supplier (Coke) and the Supplier shall adhere to the terms and conditions of that agreement.

The Scope of Work consists of the following major components (Sections 4.1 – 4.23):

4.1 Management and Personnel

A. The Supplier shall maintain an adequate number of skilled staff on duty at the University at all times to ensure a quality dining service operation. In order to maintain a high quality of service, the Supplier shall be responsible for providing expert, experienced, and qualified personnel for administration and supervision, menu planning and dietetics, production, purchasing, service, sanitation, and marketing on campus and/or at the Supplier’s district, regional or corporate level.

B. Supplier shall provide a full-time, dedicated “Site Manager” to be located on the University’s campus at during business operating hours/days from 8 AM to 5 PM EST, Monday through Friday, or other mutually agreed scheduled, to oversee the operation and performance of the contractual services provided. The Site manager shall have the full authority to act on behalf of the Supplier regarding making contract related business decisions, resolving issues or complaints (i.e. providing

refunds/credits), and approving or authorizing additional charges (such as approving repairs or services to be performed at Supplier's expense).

C. Supplier shall provide an Organization Chart specific to the personnel employed under this contract, along with the resumes of the "Key Personnel", for the University to review and approve. **No changes to the organization chart, or the replacement, or reduction of key personnel shall be made without prior approval of the University**. Key Personnel include, but are not limited to, the Site Manager, Supervisors, Executive Chef, the Catering Manager, and/or any other positions deemed key in the sole discretion of the University.

D. The Supplier shall be solely responsible for all personnel actions regarding employees (both direct and reimbursed). The Supplier shall have the capability of, and be financially responsible for, complying with all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes, without limitation, unemployment insurance, worker's compensation, and other taxes, health examinations, permits, and licenses. The Supplier shall act as an independent Supplier, and not an agent of the University, in all aspects of any management and operational duties and responsibilities in its delivery of the University's dining services.

E. The University shall have the right to conduct interviews of proposed candidates for the Supplier's Site Manager, Executive Chef, and Catering Manager positions (or equivalent position titles) and to review the Supplier's final recommendation before an appointment is made. While the University reserves the right to review and comment on such appointments, the Supplier alone will have the right to make such appointments and will be solely responsible for the employment decision. The Supplier shall not transfer or change the Site Manager unless thirty (30) days advance notice in writing is provided to the University and a suitable replacement is on-site.

F. The Supplier is responsible for the on-campus behavior of all its employees. Supplier's employees will abide by all rules and regulations which govern the University' employees. Infraction of those rules and regulations may result in the University requesting that the individual no longer be employed at the Supplier's University account.

G. As a courtesy and to assure that there is a known contact in charge for the Supplier in an emergency, the Supplier shall notify the University Dining Liaison when the Site Manager (or equivalent position title) will be out of town and who has authority to make decisions in his or her absence.

H. Supplier shall conduct a thorough background check on all employees providing service to the University, which shall include a Pre-employment National Background Check, reviewing the National Sex Offender registry and drug testing.

I. Supplier and its employees will comply with all applicable ethical standards. Supplier shall provide

the University with its proposed employee incentive-retainage plan on an annual basis.

J. Supplier shall provide a thorough orientation and on-going training for its employees at the Supplier's expense. Training shall include, but not be limited to, areas of sanitation, food handling, equipment operation, safety, security, emergency procedures, customer relations, point-of-sale and electronic access system operation, energy conservation, recycling, nutrition awareness, sexual harassment training, and diversity training. A special emphasis shall be made to ensure that student employees, if any, including international student employees who may be learning English as a second language, are provided adequate orientation and training, especially safety training. A copy of the proposed annual training schedule and program shall be provided to the University each year.

K. All employees who intend to park their personal vehicles on campus are required to purchase a campus-parking permit. The Supplier is also required to purchase a campus-parking permit for any Supplier owned or operated vehicles parked on campus. For further information see the University's Parking and Transportation at Parking Services Department at (407) 823-5812 or online at http://parking.ucf.edu.

L. The Supplier shall be responsible for providing food handler certificates and/or medical examinations as required by law and shall make such records available for review upon University request. All employees will receive a sanitation orientation and/or in-service training as to the minimum sanitation and hygiene requirements. All management and supervisory personnel shall be "ServSafe" (or equivalent) certified.

M. Employees should be in uniform as approved by the University Dining Liaison and wear a visible nametag identification at all times while on duty. Management shall be appropriately dressed (but not necessarily in uniform) and wear nametag identification. The Supplier will be responsible for providing five (5) new Dining uniforms to all full time employees and enough uniforms for part-time employees to have clean uniforms for one week's shift's each semester.

N. The Supplier's employees shall be neat and tidy in appearance and shall follow established hygiene legal mandates and dining service industry best practices in the handling of food.

O. The Supplier shall not allow employees to work with known illnesses (those transmitted through the air or via the food products, equipment, or other mediums), open sores, or other symptoms. Any contagious disease such as hepatitis shall be reported immediately to the University.

4.2 Space Use & Leased Premises

A. The Supplier shall be responsible for the maintenance and repair of all facilities, buildings, and/or spaces provided to it for its use in the performance of this contract as described herein.

B. The University retains the right, without unreasonably interfering with normal food service operation, to use the dining areas for a variety of activities that may or may not be food service related. The University shall schedule with the Supplier prior to such usage. The University shall perform appropriate setup and cleanup with no cost charged to the Supplier. Facilities will be restored to conditions mutually satisfactory to the Supplier and the University at the conclusion of the non-food service use.

C. For that event where Supplier provides Catering in an area which is not assigned to it pursuant to this Contract, or which is not primarily intended for dining service, e.g., meeting rooms and lounges for such purposes (catering meals, receptions, etc.), the Supplier will perform the appropriate setup and cleanup for that area, and at conclusion of the event the facilities will be restored to conditions satisfactory to the University before the next scheduled use of the area. This includes maintenance and sanitation of the area and equipment and trash removal to a designated trash collection container. The cost of such setup and cleanup are to be included in the Catering fee.

D. The University reserves the right to periodically conduct an unannounced inspection with or without the Supplier. Consultant inspectors for all state and local authorities and from the University shall have complete cooperation from the Supplier. When state and local authorities arrive for inspection, the University Dining Liaison shall be notified and, whenever practical, will be present for the inspection. The Supplier shall transmit to the University a copy of the inspection report within (48) forty-eight hours of receipt. Within five (5) working days, the Supplier shall provide the University with a written report of any corrective action necessary. In the event that corrective action is a joint responsibility, the Supplier shall notify the University of its responsibility in the matter and will work with the University in the implementation of such action.

4.3 Utilities & Technology

The following Utilities and Services are provided by the University as a component of the CAM charge described below:

i. Water/Waste Water (potable & waste);
ii. Heating, Ventilation, and Air Conditioning (HVAC)/ Chilled Water;
iii. Electric (lighting and convenience/equip plug-load);
iv. Gas (cooking);
v. Pest Control (Building Exterior only).

A. The University does not guarantee an uninterrupted supply of water, electricity, gas, heat or air conditioning. However, the University shall take reasonable efforts to effect restorations of the service following an interruption. The University shall not be liable for any damages or losses attendant thereto, including without limitation, product loss that may result from the interruption or failure of any such utility services, nor any loss of use or lost profit.

B. The Supplier shall assume responsibility for maximum utility/energy conservation. The Supplier shall adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment, and other energy consuming items when the Dining Service facilities are not in use or when business volume dictates a reduction in the use of utilities.

C. Supplier will be responsible for the cost of all telecommunications equipment and service, both voice and data, local and long distance, computer network usage and monthly access fees for connection to University's network. University will provide, maintain and service all communications/network wiring up to the point of the wall jack located in the Leased Premises. Changes in services, such as an increase in network speed/capacity or additional connections/ports, if available, shall be provided at the sole expense of Supplier. The listing of telecommunications services offered and costs can be found at the University's Computer Services & Telecommunications (CS&T) website under "Service Catalog" http://www.cst.ucf.edu/.

4.4 Equipment/ Inventory: Procurement and Replacement

A. Consumable Supplies: Supplier shall provide and replenish all expendable, disposable, and consumable items at it sole expense.

B. Servicewares: Supplier shall provide all "Servicewares" (see definition in Section 2.17) and shall continuously maintain sufficient stock levels, replace lost, broken, or worn-out items, provide new/additional inventory, and increase stock levels as necessary, at its sole expense. Supplier shall retain ownership of Servicewares.

C. Small Equipment: Prior to the start of the Contract, the University will turn over its inventory of "Small Equipment" (see definition in Section 2.17) to Supplier "As-Is". Supplier will take ownership of the inventory and shall then be responsible to maintain, repair, replace broken or worn-out equipment, and provide additional equipment as necessary, at its sole expense. Supplier shall retain ownership of the Small Equipment.

D. Capital Equipment: Prior to the start of the Contract, the University and the Supplier shall jointly inspect the University's inventory of Capital Equipment (see definition in Section 2.17 and the attached equipment list). The Supplier and the University will then mutually develop a prioritized list and replacement schedule for all equipment that needs to be replaced, as well as identify any new equipment that needs to be purchased during the term of this contract. Funding to replace or purchase new Capital Equipment shall be provided from **the "Capital Equipment Replacement Fund" established by Supplier for this purpose.**

E. The "Capital Equipment Fund" will provide the funding for the total cost (including delivery, installation, setup, removal/disposal costs, and sales taxes, if applicable) of replacement and/or new Capital Equipment that is mutually agreed to be replaced or added during the term of this Contract. For all Capital Equipment purchased with funds from the "Capital Equipment

Replacement Fund" the Supplier shall transfer an unencumbered title to the University and agrees to provide the University with an itemized list and bill-of-sale that appropriately identifies the equipment being transferred within ninety (90) days of the purchase date of such equipment. Supplier must provide an updated, itemized depreciation and asset ledger every fiscal year, tying back to the inventory listed in Appendix VIII.

F. Facility CAM Payment: Supplier will remit to UCF on a monthly basis **3.0%** (Three percent) of Net receipts (which is that amount used for the Commission calculations - refer to Section 5) to reimburse UCF for the expense of certain utilities consumed (which shall include Water, HVAC, Gas, and Electric service) for the Food Service Facilities operated under this agreement, and for the maintenance and repair of those common areas and amenities used by Suppliers' patrons.

G. Supplier Owned Equipment: For any Capital Equipment or Small Equipment the Supplier purchases with its own funds (i.e. not funded from the "Capital Equipment Fund"), and where Supplier retains ownership of the Equipment, Supplier shall provide University the "first right to purchase" the equipment at the termination or expiration of the Contract at the un-depreciated value of the equipment as described below. Supplier is not required to sell any equipment it owns. The University is not required to purchase any equipment from Supplier.

Depreciation will be calculated using the straight-line method over the number of years in the base Contract. Sales tax and installation/setup costs, if any, shall not be included in the purchase price or deprecation calculation. For example, if a $15,000 appliance is purchased in year 5 of a 10-year Contract, the item would be depreciated at the rate of $1,500 per year ($15,000/10-years), resulting in an undepreciated value of $7,500 at the expiration of the Contract.

H. Furniture and Furnishings: Supplier is responsible, at its expense, to maintain, clean, and repair the furniture and furnishings (see definitions in Section 2.17) located within the Leased Premises as necessary to maintain their functionality and aesthetics. Supplier shall routinely sanitize, clean, and remove stains and dirt from the furniture and upholstery, repair rips and tears in upholstery, and shall replace any furniture that cannot be cleaned or repaired to a like new condition (less normal wear and tear) with the same model/style, at its sole expense, except when such damage is caused by force majeure. Vandalism is not a force majeure event. In the event that the Supplier and University mutually agree that furniture needs to be replaced in entirety (i.e. for a "refresh" or where furniture that has reached its life-expectancy) the cost of such replacement furniture shall be shared equally.

I. The Supplier shall provide, at its own cost, any equipment or furniture not provided by the University that the Supplier deems necessary to implement its unique concepts. The installation of any permanent (built-in) Supplier or Supplier owned or leased equipment shall require the prior written approval of the University.

J. On termination or expiration of the Contract, the Supplier shall surrender the facilities and all capital equipment owned by the University, to the University in as good condition as at the start of the Contract, excepting ordinary wear and tear and loss or damage by fire, flood, and other perils covered by extended coverage insurance. The inventory shall be equal to the original inventory plus any additional (not replacement) equipment provided during the life of the Contract.

4.5 Equipment/ Facilities: Maintenance and Repair Responsibilities

A. The University shall maintain, repair, and replace, as necessary, the exterior portions and structural portions of the building(s), including, without limitation: the roof and roof supports, footings, foundations, structural supports, columns, exterior walls, bearing walls, retaining walls, floor slab, utility meters, flashings, gutters, downspouts, exterior painting and finishes, fire detection and suppression systems; so as to keep the same in good condition and repair; at no additional cost to Supplier except in the event that such repair or replacement is required due to the negligence of Supplier.

B. University shall maintain, repair, and replace, as necessary, all plumbing, pipes, tubes and all other conduits and utility lines leading to or from the Leased Premises, or leading to or from the building; electrical wiring, switches, outlets, circuit breakers, interior lighting fixtures (not including the bulbs or fluorescent tubes), located within the Leased Premises; all electrical wiring, communication cabling, plumbing, piping, and HVAC components located within the walls, ceilings, and floors; at no additional cost to Supplier except in the event that such repair or replacement is required due to the negligence of Supplier.

C. The Supplier shall be responsible for ensuring the proper use of, and care for, the equipment and facilities that it is assigned and/or uses in the performance of its daily duties. Kitchens, offices, storage areas, and serveries, which are solely assigned to the Supplier (the “Leased Premises”) will be cleaned and maintained solely by the Supplier. The Supplier shall be responsible for performing all preventive maintenance on all equipment, fixtures, furnishings, and interior building components, except where stated otherwise herein.

D. **Supplier shall provide and follow a preventative maintenance plan**, to be implemented by the Supplier, and approved by the University, for all UCF owned equipment and facilities that will be utilized by the Supplier under the terms of this agreement.

E. Supplier shall be responsible for the total cost of the maintenance and repair of the items listed in **Appendix I, Site Data & Responsibilities Matrix tab**.

F. In the event that a Capital Equipment item becomes nonfunctional, Supplier shall immediately begin repairs, and may be required to rent temporary equipment, or perform without the equipment until a repair or replacement is made, without relief. Supplier shall continuously perform its contractual responsibilities and continuously provide full services to the best of its ability during

such periods when equipment is nonfunctional. Supplier shall prepare a contingency plan to continue providing services in the event where such Capital Equipment may be broken or otherwise unavailable.

G. The Supplier shall be responsible for routine cleaning of the hood exterior and interior surfaces, filters and ducts. The Supplier will submit a monthly cleaning report for cleaned hoods and ducts to the University Dining Liaison.

H. For purposes of risk management, the University shall retain responsibility for all maintenance functions for the hood fire suppression and fire extinguisher system. The University will charge the Supplier, based on actual costs from a third party, for the annual cleaning and inspection (as referred to as “Bill Back” of maintenance/repairs/testing).

I. The University shall furnish and maintain fire extinguisher equipment and supplies. The Supplier shall notify the University immediately after any fire extinguisher use or discharge. Supplier shall routinely inspect the fire extinguishers in its premises and report to the University any failed/missed inspections, loss of pressure, leaks, damages or other signs of defect.

J. The University shall maintain and clean/empty the external (i.e. located outside of building) Grease Trap(s) on a regular basis to maintain the efficiency of the device and bill back the cost to Supplier, unless such cleaning or repair is required due to other parties not associated with Supplier’s work under this agreement.

K. The University shall be responsible to provide insect and pest control in all exterior building areas at no additional cost to Supplier.

L. Supplier is responsible to supply all chemical additives, and to maintain and repair the equipment that provides the chemicals to the Grease Interceptors to aid in the breakdown of fats, oils and grease, at its cost.

M. When the UCF Dining areas are closed for University holidays or shutdowns, these areas will be left in a clean and ready-for-inspection condition. These down times will be used by the Supplier, at its expense, to do deep cleaning services of carpets, upholstery, strip/waxing floors, steam cleaning equipment, window washing, ceiling tile and lighting cleaning and dusting.

N. An annual joint inspection between the Supplier and the University Dining Liaison shall be conducted of all facilities at the close of each academic year.

O. The Supplier shall be responsible for providing at its sole cost, cleaning (laundering), and maintaining an adequate inventory of table linens, aprons, towels, and other related dining service linens.

P. The Supplier, at its cost, will provide any office machines/equipment necessary for the management of the dining service operations including computers (and software), printers, facsimile machines, copy machines, calculators, and other similar items. Also refer to section herein on Utilities & Technologies. The Supplier shall at its own expense furnish any furniture/equipment not included in the current spaces.

Q. The University shall provide, at no additional cost to Supplier, the removal of recycling, trash and garbage taken to the designated area at each facility. The Supplier will cooperate with the University to minimize disposal costs. Storage of refuse and recycling shall be in appropriate clean containers and in unobtrusive areas of the facility, not in the production or dining areas.

4.6 Self-Performed and Self-Managed Maintenance and Repair

A. Supplier may self-manage and self-perform the maintenance/repair work within the Leased Premises by contracting directly with a maintenance/repair company of its choice. However, Supplier's maintenance/ repair service provider or sub supplier, shall meet the University's insurance requirements for working on University property. The University's minimum requirements include, but are not limited to, following (and are subject to revision by the University):

i. Insurance Required: Suppliers providing services to Supplier on University property shall maintain worker's compensation, property liability, property damage and vehicle insurance during performance of the contract. Supplier's liability insurance shall be written for not less than limits of $100,000 per person, $500,000 per occurrence. Coverage's shall be maintained without interruption from date of commencement of work until final payment and termination of any coverage required to be maintained after final completion. Loss by fire or any other cause shall be the responsibility of the Supplier.

ii. Insurance Certificate: The certificate of insurance shall be dated and show the name of the insured supplier, specific job by name and job number, name of the insurer, number of the policy, its effective date and its termination date. The University will not be liable for any material purchased nor work performed prior to receipt and approval of your insurance coverage.

iii. Offer shall ensure its Suppliers meet and abide by the terms and conditions in the University's Purchasing Department's document "Purchasing Order Terms and Conditions" http://www.purchasing.ucf.edu/index.asp as applicable.

B. In the event an emergency repair is needed, whereas an emergency is defined as; an immediate life-safety issue/concern, necessary to restore lost utility services, or a repair that shall be performed as soon as possible to prevent equipment or facility damage, the Supplier may request that the University respond and provide the repair services on its behalf, in which case the

University may invoice the Supplier for the actual cost of the maintenance/repair plus an Administrative Fee of $25 (Twenty-Five dollars) or 5% (Five percent) per repair/service call, whichever is greater.

C. In the event Supplier requests the University to provide troubleshooting or repair services at Supplier's Leased Premises where the nature of the service is not an emergency and where Supplier is responsible to perform/provide the troubleshooting or repair service at its expense, and where the University chooses to respond, the University may charge the Supplier for the actual cost of the maintenance/repair (with labor rate charged at the appropriate rate for the labor/technical skill-level provided) plus an Administrative Fee of $25 (Twenty-Five dollars) or 5% (Five percent) per repair call, whichever is greater.

D. The University shall have the right to inspect any work performed on the Premises that is managed or performed by Supplier to ensure the work is performed properly and to its satisfaction. In the event the work is found by the University, in its sole discretion, to be unsatisfactory, the University may require the Supplier re-perform the work at its sole expense, or the University may choose to perform the work itself or have work performed by its own supplier, and then invoice Supplier for the cost of the re-work.

E. Supplier is responsible for the routine safety-inspection of all equipment, appliances, and safety apparatus located in the Leased Premises. The frequency that Supplier uses to perform its inspection tasks shall be in accordance with the equipment/device manufacturer's recommended schedules, industry best practices, or the University's requirements, which ever are the most stringent. In the event that a specific maintenance/inspection frequency is not available, the inspection task shall be performed at a minimum, once per year.

F. Scheduling of Maintenance and Repair work: Except when a repair is considered an emergency, which is defined as; an immediate life-safety issue/concern, necessary to restore lost utility services, or a repair that shall be performed as soon as possible to prevent equipment or facility damage, Supplier shall schedule all its maintenance and repair work at such time of day, so as not to not reduce services, inconvenience, annoy, or interfere with the activities of the University's faculty, staff, students, or visitors.

G. Supplier shall maintain records of all maintenance, repairs, and inspections that are self-performed or self-managed, and shall store such records on site, and shall make such records available to University for review at all times. Records shall include, at a minimum:

i. the date of the repair, maintenance, or inspection; and
ii. a description of problem, task, repair, or reason for the work to be performed; and
iii. a description of the item or area to repaired or inspected; and
iv. the name of Supplier or Company performing the maintenance/repair; and

v. the name of Supplier's employee who coordinated or oversaw the work, and the name of person who acknowledged/approved that the work was completed; and

vi. a copy of the supplier's (repair firm's) work order/receipt/invoice.

H. The University reserves the right to inspect Leased Premises at any time during the lease term. In the event University, in its sole reasonable discretion, determines the premises are not being maintained in a satisfactory condition, the University may direct the Supplier to make the necessary repair or correction at its sole expense to return the premises to satisfactory condition. Such repairs must be completed within Thirty (30) days of written notification, or in accordance with an alternate schedule that has been mutually agreed to. The premises are considered to be in satisfactory/acceptable condition when the premises are in the same or better condition as when Supplier moved in (at contract commencement). If Supplier fails to make, maintain, or keep the Leased Premises in good condition, or fails to perform the necessary Maintenance and Repairs, and such failure continues beyond Thirty (30) calendar days or beyond the mutually agreed to alternate schedule, the University may, but is not obligated to, perform or hire the necessary supplier to perform, the work, and Supplier shall pay University for the costs thereof.

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

J. Food Service Equipment Maintenance**:** Inspectors of the Florida Department of the Business Regulation and the University's campus safety and sanitation personnel shall have the Supplier's complete cooperation and access to all food production and storage areas upon inspection. The inspections may be at the request of the University or on said agency's own direction. A copy of all inspection reports shall be furnished to the University by the Supplier upon request. The Supplier is responsible for implementing correct operating measures required as a result of inspections and report within ten (10) days notification from the inspecting agency and by mutual agreement of the University.

4.7 Food and Other Consumable/ Consumable Supplies

The Supplier shall be responsible for all costs (as a part of doing business) of required food, paper, office, janitorial and chemical supplies (consumable supplies) necessary for the operation of the dining facilities.

On expiration or termination of the Contract, inventories of food and consumable supplies of the Supplier shall remain those of the Supplier.

4.8 Sanitation and Safety

A. University shall provide for non-hazardous trash removal from dedicated/assigned dumpsters provided for Suppliers use at no additional cost. Supplier shall be responsible for the collection of all trash/waste within its Leased Premises and shall transport trash/waste to the approved dumpster(s). Trash shall only be placed inside the dumpster. In the event dumpster is full or near capacity, Supplier shall notify the University's Dining Liaison. Supplier is responsible for all costs of disposal of hazardous materials (such as cleaning chemicals) in accordance with University policy.

B. Supplier shall dispose of cooking grease, oils and fats using a rendering company or other University approved method of disposal, at Suppliers sole cost.

C. The Supplier shall comply with both present and future recycling programs as adopted by the University. The Supplier shall cooperate with the University on any recycling programs it undertakes which may include recycling and donating excess food, packaging, and other items.

D. The Supplier shall provide daily housekeeping and all major cleaning/janitorial functions along with requisite sanitation services for dedicated food service areas. These facilities will include, but not be limited to, production and serving areas, dining rooms, convenience stores/snack bars, refrigerators, freezers, receiving and storage, trash and garbage, employee locker and rest rooms, offices, hallways, stairs, and related spaces used by the Supplier.

E. The Supplier shall ensure that all employees are trained in the highest standards of sanitation and safety and supervised in a "clean as you go" policy that will result in a clean and orderly facility at all times.

F. The Supplier shall develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning shall be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean, neat, and sanitary appearance. Upon review and approval by the University Dining Liaison, schedules will be posted and implemented within (30) thirty days of the beginning of the Contract. Sanitation shall meet the standards of the Florida Department of Business and Professional Regulation (DBPR), Department of Health (DOH), and the University.

G. The Supplier shall comply with both present and future sustainability and social justice programs as adopted by the University. In addition, the Supplier shall be pro-active in working with the campus to bring new sustainability and social justice ideas to the campus.

H. In the event of a health department shutdown that has been caused by Supplier's failure to fulfill its obligations under this Contract, including, but not limited to Supplier being identified as the proximate cause of a foodborne illness on the UCF campus, then in addition to its other obligations under this Contract, Supplier shall develop a response plan within 12 hours in consultation with UCF

and any other appropriate health experts and governmental authorities, which will include Supplier's engagement of its Quality Assurance Team and a third-party public relations firm at Supplier's cost.

I. In the event of a health department shutdown that has been caused by UCF's failure to fulfill its obligations under this Contract, UCF shall act immediately to remedy the conditions that resulted in the shutdown.

J. UCF and Supplier agree that if a health department shutdown has been caused by both UCF's and Supplier's failure to fulfill their obligations under this Contract, the Parties will proactively work together to remedy the conditions that resulted in the shutdown and UCF may require Supplier's engagement of its Quality Assurance Team at Supplier's cost, and a third-party public relations firm, cost of which to be shared by UCF and Supplier.

4.9 Security

A. The University shall provide general security to the campus locations occupied by the Supplier. It is agreed that the campus locations assigned to the Supplier are for use solely to fulfill the Supplier's duties. And, that the Supplier shall, at all times, keep University facilities secured. In the event the Supplier is required to share premises, e.g., when a cafeteria dining room is used for programming, the University shall return the dining room to its standard of security during those times when the Supplier's portion of the facility is closed. The Supplier shall be responsible for any loss or damage resulting from the Supplier's failure to provide adequate security under these circumstances.

B. The Supplier shall be responsible for accounting for the location of all keys or locking devices provided to the Supplier at the onset of the Contract. The Supplier shall be responsible for the cost of replacement of lost keys. If the University determines that keys lost by the Supplier or its employees could compromise campus security, the Supplier shall be responsible for paying all costs associated with re-keying designated locations. Prior to the commencement of the Contract, or at any time during the Contract term, the Supplier may request the University to re-key the facilities with the Supplier paying any costs of such re-keying.

C. The Supplier shall be responsible for immediately reporting to the University of Central Florida Police Department (UCFPD) any break-ins or unauthorized entries into the dining service areas and all property losses associated therewith. The Supplier shall be responsible for reporting to the University all accidents involving its staff or customers and all disputes or behavioral incidents involving staff, students or patrons that occur in or around the premises. The Supplier shall first contact UCFPD to complete an incident report, then the contract administrator and building representative. The University shall not be responsible for the criminal acts of third parties.

D. The Supplier shall immediately report fires, unsafe conditions, thefts, and security hazards to the University. The Supplier shall first contact UCFPD to complete an incident report, then the contract

administrator and building representative. The Supplier shall immediately fix and report to the University any conditions cited in any citations by local, state, or federal agencies or those identified by the University's Dining Liaison for unsafe conditions to the University.

4.10 Marketing

A. The UCF requires the Supplier to be responsible for the marketing of dining services. These marketing services are to include, but not limited to, advertising food items, types of dining services offered, and information about Supplier's key personnel.

B. The Supplier shall regularly employ marketing, advertising, and promotional efforts to further the visibility and image of UCF Dining. Supplier shall provide an annual strategic Marketing Plan to University Dining Liaison based on University preferences and needs identified by customer input. The Marketing Plan must include target marketing, advertising, couponing, and promotional programs and strategies. Supplier shall actively and aggressively market the Services to be provided at each Dining Service Location, including the use of web page, social media outlets, etc.

C. The University of Central Florida shall encourage and cooperate with the Supplier to promote the merchandise services and products to the fullest extent to attract students, staff, guests and faculty to enjoy and fully utilize the facilities. UCF desires that the Supplier bear all costs associated with design, development, and printing of promotional brochures, banners, signs, etc., except as may specifically be agreed upon in advance by University Dining Liaison representatives.

D. The University requires that Supplier develop and publish, each year on a mutually agreed date, a student information brochure available for distribution to students during summer orientation and to those enrolling for the fall and spring semesters. The UCF Dining Liaison shall approve the brochure in advance.

E. The University requires that Supplier develop and distribute a monthly calendar identifying special events, premium entree nights, food specials, and any other promotional dining activities.

F. The University requires that Supplier's Marketing Manager be available to coordinate and/or assist with joint promotion of products and services. Additionally, the Supplier's Site Manager (or equivalent position title) will meet with UCF representatives as mutually agreed and as needed. The Supplier's Site Manager (or equivalent position title) will also participate in meetings of the University Dining Liaison staff as required.

G. Supplier shall note that UCF retains ownership and controls use of all University trademarks, trade names, logos and similar proprietary material. All such items belong to exclusively to UCF. Prior written approval from the University shall be obtained in connection with any use of UCF marks.

4.11 Customer Monitoring

A. The Supplier shall collaborate with the University to monitor customer satisfaction regarding the value of dining services through an objective evaluation system. This system shall include customer representation from a diverse cross-section of the University community, including University guests. All satisfaction survey tools shall be approved by the University Dining Liaison before distribution, and the results shall be shared as part of quarterly reviews. The Supplier is expected to conduct web-based surveys once per semester. Additionally, all other feedback, such as social media comments and emails, shall be reported on a quarterly basis.

B. A dedicated website link will be provided for the campus community to submit both compliments and suggestions regarding campus dining services, including catering. The University's Dining Liaison and the Supplier's Site Manager (or equivalent position) will jointly receive these communications and collaborate on the appropriate actions to address each.

4.12 University Dining Liaison Committee

A University Dining Liaison committee will be established to include representatives of both University and retail customers. The Supplier shall regularly meet with Committee members to discuss a variety of issues including, but not limited to, menus, pricing and portions, menu specials, premium and festive meals, sustainability, preparation and service standards and practices, hours, trends, and news of the Dining service industry.

Supplier shall provide sample meals to the Dining Liaison for evaluation purposes, up to a maximum of four meals per month, at no charge.

4.13 Wellness/ Nutrition Awareness

A. A nutrition awareness program planned and executed under the leadership of the Supplier shall be provided and shall be designed to communicate in a positive, upbeat style through a variety of informational formats, the need for a commitment to lifelong maintenance of good health through correct eating habits and physical activity. The program shall meet the following minimum requirements:

B. Provision of nutritional analysis, by portion, of each menu item, to indicate amounts of calories, fat (animal and trans-fat shall be clearly identified), sodium, sugar, carbohydrates, etc. All entrees/sauces that contain meat shall have the types of meat listed on the menu card. The University may request additional nutritional information based on current industry and market trends. The Supplier shall be responsible for all expenses relative to the labeling. The serving area for each food item shall display this information.

C. Availability of recipe files for customer review of nutrition information is a requirement.

D. All products that might be medically harmful (i.e. peanuts, gluten and/or soy products) or violate religious dietary laws shall be clearly identified at the point of service (all dining locations and all catering events).

E. Provision of a Food Intolerance station. This station shall have food specifically prepared for students with gluten intolerance, lactose intolerance or other food allergies. Appropriate signage shall reflect offerings, and that students with severe nut allergies may still need further assistance. A meat item, a vegetable, a starch, bread and dessert meeting the student's special dietary requirements are to be offered daily.

4.14 Menu

A. Menu selections shall be planned to enable the University community clientele to meet appropriate recommended dietary allowances set by the Food and Nutrition Board of the National Research Council. In addition to popularity and cost factors, menus shall be planned to be appealing to sight, taste and smell and shall take into consideration contrasts in color, shape, texture, and flavor of foods.

B. Board and retail menus shall be designed to be attractive and posted in prominent places in the dining areas, on the web site, and other locations agreed upon with the University. Daily menus shall be posted in prominent locations of the dining areas and substitution of menu items shall be noted. Menus shall be available at least 72 hours before they go into effect in both print and electronic mediums.

4.15 Purchasing Standards

A. Purchase of food, supplies, and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administrations (FDA), and National Sanitation Foundation (NSF). In the absence of grade labeling, the Supplier shall provide the University, upon request, with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided. In addition, the Supplier shall be prepared to assure the University that all of its food and supply vendors meet, if not exceed, all regulatory body laws and standards.

B. Food purchased by the Supplier shall meet or exceed the purchasing specifications for each item listed below. Natural, organic and locally grown foods shall be considered preferable whenever cost effective.

C. Minimum food specifications as follows:

i. Beef and Veal - USDA Choice, except for meat used in extended dishes that may be USDA Standard.
ii. Pork and Lamb - USDA Grade A (#1).
iii. Poultry - USDA Grade A.
iv. Seafood - USDA Grade A.
v. Eggs - USDA Grade A (Large or Medium).
vi. Dairy Products - USDA Grade A.
vii. Frozen Foods - USDA Grade A Fancy.
viii. Fresh Produce - USDA #1 Quality or Grade “A” Fancy.
ix. Canned Foods - USDA Grade "A" Fancy, except Choice may be used for cooking purposes; fruits shall be packed in light syrups.
x. Cheeses such as Cheddar, Swiss, and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient in an entree, a sandwich ingredient and sandwich spreads. American Process Cheese may also be served as an alternative sandwich ingredient. In addition, processed cheese may be used in some cooking or as a less expensive alternative for some non-entree foods.
xi. Ground Beef - USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%.
xii. Veal and Pork steaks shall be solid meat portions - unbreaded and not preformed from chopped or ground meat.
xiii. Frankfurters/Hot Dogs - maximum eight per pound, all meat, no filler. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements.
xiv. Processed lunch meats such as bologna and salami shall be a quality "all meat" or a turkey product.
xv. Whole meat as defined for the dinner meal will include roasts, chops, chicken, etc. Fish will be an appropriate substitute for the whole meat requirement one (1) night per week. This is not intended to restrict more frequent selections of fish. Chopped formed patties, frequently called steaks, will not satisfy the whole meat requirement.

D. The Supplier shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storing, and inventorying of all foods and direct supplies.

4.16 Preparation Standards

A. Cook-to-order and progressive batch cooking shall be the normal method of operation, staggering the preparation of food whenever possible so that nutritional value, temperature, and overall quality can be maintained during serving hours.

B. Recipes standardized for quality, yield, cooking procedures, serving containers and utensils, and portion size shall be used to assure product and portion consistency.

C. Leftover foods shall be kept to a minimum, refrigerated as necessary in shallow pans after each

meal, properly covered, and used promptly. All leftovers that require refrigeration shall be properly chilled and stored in one location labeled and dated and served within (24) twenty-four hours as an extra selection.

4.17 Service Standards

A. Hot foods are to be served hot (above 135 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit). Industry best practice standards shall be used for thawing, chilling, and re-thermalizing all food products.

B. All food shall be garnished for attractive presentation.

C. Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served.

D. Food items at the servicing stations and salad bars shall be readily identifiable with attractive and individual labels.

E. Appropriate wrappings for grab and go foods shall be used as needed. Wrapping shall be both attractive and serviceable, and, if possible, recyclable or compostable. All foods prepared on campus for resale shall be clearly labeled with ingredients, nutritional information and both preparation and expiration dates.

F. Display and serving areas shall be kept clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas, and floors. Partially used and broken items shall be promptly removed from the serving area.

G. Students shall be allowed to use reusable clamshell take out container of food and a beverage to take out of the all you care to eat dining rooms. This is in exchange for not eating a meal in the dining room during a specific timeframe.

4.18 Special Diets

The Supplier shall accommodate special dietary needs for students, provided that written approval is given by the designated University representative. The Supplier's corporate dietitian shall collaborate with the Residential Director to ensure the approved diets are provided. Additionally, the Supplier shall comply with the University's existing policy regarding meal plan waivers based on medical and/or religious dietary requirements. Suppliers are also asked to employ a registered dietitian to oversee and support these efforts.

4.19 Hours of Operation

A. Once established, hours of operation may not be changed without the express written permission of the University's Dining Liaison.

B. During academic recesses and holiday periods, the hours of operation may be adjusted or suspended if approved by the University's Dining Liaison.

C. The University is interested in providing better service to its resident students and is open to any proposed hours that accomplish this goal. Prior to the commencement of the Contract, the University shall approve in writing the Supplier's proposed hours of service. After award of the Contract, the University Dining Liaison shall approve any changes to the hours of operation in writing.

4.20 Catering Specifications and Requirements

A. Exclusivity of catering is limited to all on-campus locations operated by supplier. The Supplier shall have exclusive rights to cater all special functions held within the aforementioned Dining Service facilities. The University, at its discretion, may use the Supplier for catering at other locations. This is to include but not be limited to receptions, banquets, private parties, refreshment service, carryout service, and other special events. The catering program shall reflect the diverse needs and budget limitations of students, faculty, staff, and administrators in its service menu.

B. Catered service procedures, operational requirements, and menus shall provide five levels of service for catering:

   i. Fine dining
   ii. Standard table linen, china, and flatware
   iii. Paper and disposable
   iv. Pick-up/carry out ("no frills")
   v. Student organizations

C. A complete catering guide to menus, prices, portions, servings, catering policies, minimums, additional charges, etc. shall be submitted to the appropriate University departments for their review and comment prior to the start of the Contract.

D. The Supplier shall honor the specific commitments of menus, prices, and other arrangements made by the University, for catering service prior to beginning a new Contract. This is to include any scheduled events and conferences.

E. The Supplier shall meet at least quarterly with the University to evaluate the catering program and, as necessary, make revisions to improve overall service.

F. Catering provided to non-University groups which come to the campus for meetings, conferences, and events, will be billed by the Supplier and collection for such events is the sole responsibility of the Supplier unless some other authorized campus entity is acting as the organizing/sponsoring representative for that group.

G. Copies of the catering guide with mutually agreed upon policies and procedures shall be developed in conjunction with the University Dining Liaison and distributed to all departments.

H. The University shall control the space commitment and scheduling of authorized University catered events. The Supplier shall consult on, coordinate the menu and details of services required, and advise on effective program arrangements with the individual or department requesting catering service. The Supplier will be obligated to cater all requested events unless prior approval by the Dining Services Liaison is withheld.

I. The Supplier shall provide a sufficient number of qualified and trained staff to service the events, take and process catering orders, respond to inquiries, and handle all aspects of a quality catering program. All catering personnel will be neat in appearance and dressed in clean and pressed uniforms

J. The Supplier shall identify one of its staff members, who have been trained for this type of service, as a catering manager who will be responsible for all aspects of catered events. This person's other duties shall not conflict with these responsibilities.

K. The Supplier shall establish and maintain a regular process for evaluating catering event food and service quality.

L. The Supplier shall establish a procedure whereby all catering orders (to include, but not limited to, not-to-exceed per-person and total price, permissible substitutions, service and room/table set-up requirements, special orders, etc.) are approved no less than (72) seventy-two hours in advance. The time by which the event service-ware and room cleaning process will be completed shall be specified.

M. Any function that utilizes alcohol shall abide by the University’s alcohol policy, with the patron/sponsor purchasing the alcohol and the Supplier providing certified servers.

N. The University shall not be responsible for payment/collection of non-University catered functions.

4.21 Retail Food Service

A. Retail food services will be provided at all existing and agreed upon locations around the campus. These locations may change throughout the life of the contract.

B. Prior to commencement of the Contract, the University shall approve in writing the proposed retail menu including item, portion and price, and the serving schedules. These prices and schedules shall serve as a guide for any other items not specifically included in the initial Proposal.

C. Attention shall be given to the offering of menu selections that accommodate a diverse campus clientele and customer nutritional concerns.

4.22 Dining Dollar Acceptance & Program Requirements

Supplier shall have the operational and technical capacity to accept Dining Dollars at all university-managed and independent foodservice locations. Dining Dollars are included in the Meal Plan (or may be purchased separately). Dining Dollars are reduced by non-meal plan purchases at participating foodservice locations. Dining Dollars do not carry forward from semester to semester, except from Fall to Spring.

The University expects the awarded partner to:

- Work with UCF and vendors to ensure systems are secure, compliant with university payment protocols, and support a positive student experience.

- Provide transparent reporting on Dining Dollar usage across all participating locations.

4.23 Emergency Response and Continuity of Operations Plan (COOP)

A. In the event an emergency condition is declared by the University, County, or State authorities, and in preparation for a pending/potential emergency event (such as a hurricane warning) the Supplier may be required to perform additional work that is not typical of a dining services provider, however such additional work, as described below, shall be considered to be within of the scope of work of this contract. This work may include, but is not limited to, providing labor resources to protect the Leased Premises and related assets (such as securing the premises and/or moving materials to a safer location), providing food/meals to emergency-responders/workers, students and staff without payment provided the time of service, and/or assisting with the cleanup of debris and restoration of services related to the Leased Premises. In the event such services are requested by the University and provided by Supplier, Supplier shall record the labor hours provided (labor rates and hours worked per person), equipment expenses, and materials used, on forms provided by the University (such as FEMA Reimbursement Forms or

similar). Supplier shall validate the data provided to the University for reimbursement. Reimbursements to Supplier will not be made without validated documentation of its expenses. Validation shall be made by Supplier's on-site manager or delegate.

B. Supplier shall participate in the planning of, and training in, and compliance of the University's Emergency and COOP plan at no additional cost to the University.

C. Supplier shall ensure that it provides sufficient staff as requested by the University prior to, during, and after an emergency event, and acknowledges that Supplier's staff may be required to work beyond their normal shift schedules (i.e. overtime). In this event, the University will pay the additional cost of labor for those overtime hours worked, but shall not be responsible for any additional expenses that may arise from this requirement including meals or boarding.

4.23.1. Emergency Response Procedures

The Supplier will provide a comprehensive outline of immediate actions to be taken during an emergency, including:

- Designated emergency contacts
- Specific roles and responsibilities for staff
- Steps for ensuring food safety, sanitation, and health protocols are maintained
- Communication strategies for notifying UCF administration and stakeholders

4.23.2. Continuity of Dining Services

The Supplier will outline how dining services will be continued or restored following an emergency event. This plan shall include but is not limited to:

- Contingency plans for food procurement and delivery
- Alternative dining locations or methods of service (e.g., grab-and-go, mobile units)
- Procedures for staffing and training backup personnel
- Infrastructure considerations for food preparation and service during periods of disruption

4.23.3. Communication Protocols

The Supplier shall establish communication protocols to ensure timely and effective communication with UCF administration, faculty, students, and other stakeholders during an emergency. This includes:

- Regular updates on service status
- Communication channels for urgent situations (e.g., phone, email, website)
- A process for escalating issues to UCF leadership as needed

4.23.4. Review and Testing of the Plan

The COOP shall be reviewed and tested regularly to ensure its effectiveness in responding to various types of emergencies. This includes:

- Annual review and updates to the plan
- Coordination with UCF's emergency management and safety teams to ensure alignment with broader campus emergency protocols
- Periodic drills and simulations to assess the plan's effectiveness and identify areas for improvement

4.23.5. Reporting and Documentation

The Supplier shall maintain detailed records of any emergency responses, including a log of actions taken, challenges encountered, and outcomes. This documentation shall be made available to UCF as part of post-emergency reviews.

4.23.6. Compliance with UCF Policies and Procedures

The Supplier’s plan shall align with UCF’s existing emergency response and continuity policies, including those related to health and safety, disaster recovery, and business continuity. All actions taken under the plan shall comply with UCF’s regulations and procedures.

5.0 FINANCIAL SPECIFICATIONS

5.1 Payment Terms

A. Payment Schedule: Recurring Payments (i.e. such as Lease/Rent and Commissions payments that are payable monthly) are due by the 10th (Tenth) business day of the month without demand.

B. Commissions are to be paid based on the total Net sales received in the respective month.

C. In addition to the Commission payment (calculated from net sales), Supplier shall also submit to the University the respective Sales Tax based on the Commission payment made to the University applicable to current Florida Statutes.

D. Lease payments are due in Advance. Commission payments, and payments for additional services and/or repairs, if any, are due in Arrears.

E. **Late payments may be subject to an Administrative Processing Fee** of $25.00 (Twenty-five dollars) per occurrence. In addition, if a payment is over 30 (Thirty) calendar days late, the payment amount owed may then bear interest from the 31st (Thirty-first) day after the payment's due date and continue until paid at the lesser of (i) twelve (12%) percent per annum or (ii) the maximum interest rate per annum allowed by law. The University may waive the Administrative Processing Fee, and/or the Interest charge, at its sole discretion on a case-by-case basis.

F. For non-recurring payments (such as a one-time repair charge), an invoice will be sent to Supplier. Payment is due 30 days from the invoice date. The "invoice date" will be the same date that the invoice is mailed on or a later date, but in no case will the "invoice date" be prior to the date that the invoice is mailed. Payments are considered late when the payment (check or ACH) is not received by Business Services by the close of business 30 (Thirty) calendar days after the "invoice date" stated on the invoice, or the Postmark date, whichever is later.

G. If a fixed-amount "**Annual Minimum Guaranteed Commission**", is required to be made, it shall be paid in monthly installments in an amount equal to $^1/_{12}$ (one-twelfth) of the annual guaranteed amount. In this event, the guaranteed Commission payment shall also include the corresponding payment for Sales Tax. For example, if the annual guarantee was $120,000 the monthly payment would be $10,250.00 (e.g. a $10,000 commission payment plus $250 tax).

5.2 Annual Price Adjustments

A. Supplier may request a Meal Plan Daily Rate, Retail Item Pricing, and Catering Rate price adjustment **once per year**, which would then take effect **the following Fall semester**. Supplier shall submit its request for an increase in writing to the University's Dining Liaison **before March 15th**. If a written request is not received by the University by March 15, Supplier waives its right to request an increase for the respective year and the prices will remain unchanged.

B. To ensure timely updates to the website (Meal Plan program), price lists, and related marketing materials ahead of the Spring Orientation in mid-May, the CPI calculation shall be finalized no later than mid-April.

C. Supplier and the University agree to use the **February Consumer Price Index, U.S. City average, Food Away From Home, Series Id CUSR0000SEFV** (seasonally adjusted, base period 1982-84=100) data from the United States Department of Labor Bureau of Labor Statistics as the basis for price adjustments to the Meal Plan and Catering rates. In the event that the February data is not available by March 31, then the previous month's data (January) shall be used for both the base year and the current year.

An approved price increase would become effective for the upcoming Fall Semester. Note: Typically there is about a two-week lag from the reference month to the date on which the index is released (i.e., the CPI for February is released in mid-March).

D. Calculation method:

i. The decimal on all calculations shall be carried to a maximum of three (3) decimal places.
ii. The calculation for the percentage change is: ((Current – Base)/Base) x 100.
iii. The Base period and Current period shall always have 12-months separation.
iv. Any price adjustment to meal plan rates shall be taken to the nearest positive or negative five-cent ($0.05) increment.

Increases over CPI may be requested based on the following:

i. If the University elects to open additional venues (or expands existing venues) requiring an increase in the total (campus wide) labor hours.
ii. If the University enrollment drops 10% or more (fall semester to fall semester) from the enrollment set forth in the bid document.
iii. If there are extraordinary circumstances which neither the Supplier nor the University anticipated.
iv. Pricing shall only be subject to upward adjustment, as labor rates and operating expenses

do not generally decrease in correlation with CPI declines.

E. The University reserves the right to approve or reject all requested price increases.

F. Retail and catering prices shall be competitive with comparable menu items served by local commercial food Suppliers and by other educational institutions. Approved price increases will be permitted once a year between summer and fall terms.

G. Notwithstanding the foregoing, the University may approve a temporary price increase due to unexpected, significant increases in wholesale cost of a food item until such times as prices for a given item(s) stabilize. For example, a freeze in South America results in destruction of a major portion of the coffee crop. With its temporary price increase request, Supplier shall submit documentation as to the impact on the wholesale price of the food item.

5.3 Control Systems

A. The Supplier shall exercise maximum-security control over all charge, and sales transactions. The University shall not be responsible for theft or loss of the Supplier's property or criminal acts of third parties.

B. Payment Card Industry - Data Security Standards (PCI DSS) – the following concepts/steps/actions are to be incorporated in Supplier's PCI compliancy program:

1. Ensure a Secure Network and Systems:
   i. Install and maintain a firewall configuration to protect cardholder data
   ii. Do not use vendor-supplied defaults for system passwords and other security parameters

2. Protect Cardholder Data:
   iii. Protect stored cardholder data.
   iv. Encrypt transmission of cardholder data across open, public networks.

3. Maintain a Vulnerability Management Program:
   v. Protect all systems against malware and regularly update anti-virus software or programs.
   vi. Develop and maintain secure systems and applications.

4. Implement Strong Access Control Measures:
   vii. Restrict access to cardholder data by business need to know
   viii. Identify and authenticate access to system components
   ix. Restrict physical access to cardholder data.

5. Regularly Monitor and Test Networks:
   x. Track and monitor all access to network resources and cardholder data
   xi. Regularly test security systems and processes.

6. Maintain an Information Security Policy:
   xii. Maintain a policy that addresses information security for all personnel.

5.4 Checks, Credit Cards, Debit Cards

A. The Supplier shall accept credit cards and debit cards for the amount of purchase. Any of these that the Supplier deems prudent to offer in the dining operations will be the sole responsibility of the Supplier, including any returned checks. The Supplier is responsible for being fully PCI compliant at all Supplier operated locations.

B. No price markups or additional fees shall be charged for the acceptance of credit cards.

5.5 Auditing and Accounting

A. The Supplier shall operate on its own credit, with no advance payments from the University.

B. All records shall be retained by the Supplier and accessible to the University for a minimum of five (5) previous years plus the current Contract year. The University reserves the right to audit any aspect of the contract, as performed by the Supplier. The Supplier shall keep full, timely, and accurate records in accordance with generally accepted accounting practices.

C. The books, records, documents, and accounting procedures and practices of the Supplier relevant to this Contract will be subject to examination by the University. If necessary, they will be made available at the Supplier's on-campus office. Thus, the

   Supplier shall:

   i. Provide the University and/or its auditor’s reasonable facilities for the examination, copying, and audit of the books and records.
   ii. Make such returns and reports as required.
   iii. Attend and answer under oath all lawful inquiries.
   iv. Produce and exhibit such books and records as may be desired to be inspected to include original purveyor purchase invoices and billings as well as locally, regionally, or nationally executed purchase agreements with food processors, manufacturers, and distributors.
   v. In all things cooperate with the University and/or its auditors in the performance of its duties.

D. The University shall be informed on demand by the Supplier of the schedule of independent audits

of the Supplier's records and operations. The University shall receive a report of any findings that materially affect the University.

E. The University is on a monthly business cycle with a fiscal year of July 1st through June 30th. The University expects the Supplier to provide all financial reporting on the same monthly fiscal year.

F. The Supplier shall furnish the University Dining Liaison with complete records of the total amount of food served to students and the number of students served daily by meal that are certified to be accurate by the Supplier. This includes all daily/weekly reports to verify all customer counts, meal plan participation counts, card sales, and other pertinent information so requested.

G. The Supplier shall provide the University with a complete set of monthly financial statements no later than the 20th calendar day following the last day of each monthly accounting period.

H. Monthly financial statements will be presented by point-of-sale in a format acceptable to the University. The statements by point of sale will show budgeted and actual sales and/or operating results for the current period, previous period and year-to-date. The Supplier will note causes and appropriate documentation of abnormal revenue and expense deviations as part of these statements.

I. All other monthly financial and operational reports and supporting data will also be prepared in accordance with a format acceptable to the University to include sufficient detail for performance tracking purposes.

These reports will include, at a minimum, the following:

A. Meal Plans and Conferences and Events:

1. Number of students participating per meal, per plan type, per semester
2. Number of non-contract customers per meal, per plan type
3. Meals provided per labor hour

B. Retail & C-Store Concepts:

1. A summary of gross sales and sales tax
2. Customer counts by meal period (breakfast, morning break, lunch, afternoon break, and evening)
3. Average check (sales divided by customer count)
4. Per capita sales (sales divided by the total number of students and staff on campus)
5. Sales mix (sales breakdown by breakfast items, snacks, entrees, sandwiches, grill items, beverages, and desserts)
6. Sales by applicable payment method (Dining Dollars, credit card)

7. Meals per labor hour

C. Catering:

1. Sales
2. Number and type of events
3. Estimated number of customers per event

J. Each operating statement by type of service and location and on a composite basis will present revenue and expense accounts for the period being reported and fiscal year-to- date, with percentage rates given for each item and period.

K. In addition to the above, the Supplier shall provide such special reports and analysis covering its operations under the Contract as may be requested by the University Dining Liaison. At a minimum, the Supplier will be required to submit an Annual Plan, by a mutually agreed date for each contract year, to the University Dining Liaison that will outline the proposed strategy for the upcoming school year. The plan shall include a SWOT analysis and address the specific goals and objectives and overall dining services strategy for the upcoming year.

L. For each year of the Contract term, Supplier will develop and implement an annual operating plan ("Operating Plan") for the successful operation of the Program, subject to review and approval by the Contract Administrator. For the first year of the term, the Operating Plan will be developed as part of final negotiations.

M. For subsequent years of the Contract term, the annual Operating Plan will be developed on a timeline as mutually agreed by Supplier and the Contract Administrator. In preparation for its development, Supplier will provide a Program Assessment or Quarterly Business Review that, at a minimum, incorporates the following:

a. SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) of the current Program with focus on the following:
b. Customer satisfaction outcomes, challenges and opportunities
c. UCF partnership outcomes, challenges and opportunities
d. Marketing outcomes, challenges and opportunities
e. Sustainability outcomes, challenges and opportunities
f. Wellness outcomes, challenges and opportunities
g. Equipment maintenance issues and equipment replacement needs
h. Opportunities for Program improvements
i. Evaluation of the Program against industry best practices
j. Summary of Program financial results

k. Market basket pricing survey comparing on-campus Retail Dining and Catering pricing with local area, off-site competitors offering a similar range of products and product quality

N. Based on the above, Supplier will make initial recommendations for service, program, policy and physical plant/equipment modifications for the upcoming year. The Contract Administrator will provide feedback on Supplier's initial recommendations within thirty (30) days of receipt. Based on this, Supplier will prepare an Operations Plan for the management of the Program for the following UCF fiscal year, July 1 through June 30, with the plan to be completed on a mutually agreed upon date prior to the start of the academic year. The Operations Plan will be based on identified goals and objectives as established and determined by UCF, and at a minimum, will include the following:

a. Proposed service hours;

b. Proposed menus and pricing:

c. Meal plan daily rates and Residential Dining door prices

d. Retail Dining

e. Catering and Conference Services

f. Summer Conferences

g. Proposed Program innovation/new initiatives;

h. Proposed capital improvement and/or smallwares investments;

i. Marketing initiatives;

j. Employee engagement initiatives (training, recruitment and retention, student hiring/development objectives);

k. Sustainability initiatives;

l. Health and Wellness initiatives;

m. Proposed changes to KPIs and/or the Performance Scorecard;

n. Pro forma financial projections of revenue and expenses by location, and by month and year, rolling up into a total projection for the full Program.

o. Updated food service equipment, smallwares and technology inventories

O. The Operating Plan will be subject to final review and approval by the University Dining Liaison. The Dining Liaison may change or decline to expend any UCF money suggested by the Plan. Once the Operating Plan has been approved, Supplier will be responsible to comply with the Plan and will not substantially deviate without the express written consent of the Contract Administrator.

P. Monthly, the Supplier's Site Manager or designee will meet with the University's Dining Liaison and

review each operating statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this Contract. Operating statement adjustments required as a result of review and/or audit will be identified and reflected in the next monthly statement.

Q. Inventory Tracking: The equipment inventory (Appendix VIII – Equipment Inventory Condition Assessment Survey) shall be maintained and updated as needed by Supplier as equipment is added and/or replaced. Supplier shall provide a quarterly inventory report showing the starting inventory, changes (additions and deletions), and note the condition and remaining life-expectancy of the equipment at time of report.

5.6 Meal Plan Daily Rate Remittance Process

A. Supplier shall charge UCF for Resident Dining meal service according to a Daily Rate per participant for UCF Meal Plans.
B. The charge shall be calculated based on the actual average number of meal plan holders by meal plan type during an Accounting Period, as provided by UCF.
C. The Meal Plan Daily Rates for each year shall be as listed in the final negotiated Daily Rate sliding scale.
D. Supplier will invoice UCF for reimbursement of Dining Dollars on a monthly basis based on redemption.
E. UCF shall retain all unused Dining Dollars from Meal Plans.

APPENDIX I
SITE DATA & RESPONSIBILITY MATRIX – *Under Separate Cover*

APPENDIX II
SUPPLIER STAFFING PLAN – *Under Separate Cover*

APPENDIX III
SUPPLIER FINANCIAL PROPOSAL – *Under Separate Cover*

APPENDIX IV
PROPOSED EXCEPTIONS – *Under Separate Cover*

APPENDIX V
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. Suppliers 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. Suppliers 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 Supplier'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 Supplier.

SECTION	**YES**	**NO**	**SUPPLIER INITIALS**
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	_____	_____	_____
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	_____	_____	_____
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**	_____	_____	_____
Appendix I	_____	_____	_____
Appendix II	_____	_____	_____
Appendix III	_____	_____	_____
Appendix IV	_____	_____	_____
Appendix V	_____	_____	_____
Appendix VI	_____	_____	_____
Appendix VII	_____	_____	_____
Appendix VIII	_____	_____	_____

Supplier: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX VI
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 supplier 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.

Supplier: _____

Authorized Representative's Name: _____

Authorized Representative's Signature: _____

Date: _____

APPENDIX VII

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 & Required Submittal Docs	File Type: Any	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/263573

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jan 11, 2027 3:00 PM EST.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

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

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

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

Minimum system requirements: 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.procurement@eunasolutions.com for technical questions related to your submission. You can also visit their help forum at https://procurement-help.eunasolutions.com/hc/en-us

APPENDIX VIII

Equipment Inventory Condition Assessment Survey

UCF Campus Dining Food Service Equipment Assessment Survey

Note: Inventory Taken in 2025; to be updated Spring 2027 prior to finalizing Contract

Building: E. Knights Plaza **Location:** Knightro's

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
True 1 Door Upright Cooler	TR1RRI-1S	4960042	2007	Fair	Working
True Upright Cooler/Freezer	TR2DT-2S	4963320	2007	Poor	Sounds and looks rough
Continental Grill Cooler	DL1GF-SS	14773545	n/a	Poor	Not Working
Continental Grill Cooler	DL1GF-SS	14713541	n/a	Poor	Not Working
Hatco Cold/Hot Well	HCWBI-3DA	7249152031	n/a	Fair	Working
True 2 Door Cooler	TUC-48-LP	4854944	n/a	Fair	Working but has door issues
Hatco Cold/Hot Well	HCWBI-3DA	8088392113	n/a	Poor	Coldside not working, Blank display
True 4 Door Grill Cooler	TRCB_72	4610559	2007	Fair	Working
Hatco Cold/Hot Well	HCWBI-3DA	7249142031	n/a	Fair	Working
Hatco Cold/Hot Well	HCWBI-3DA	7245562031	n/a	Fair	Working
True 2 Door Upright Cooler	TR2R-2G	4963322	2007	Fair	Working
Crescor Cooler	R171SWA10S	IAH-J155527-462	n/a	Fair	Working
Delfield 2 Door Prep Table	ST4448N-18M-A15	1807152001193	n/a	Fair	Working
True 1 Door Upright Cooler	TR1R-1S	4700417	n/a	Fair	Working
Silver King Milk Dispenser	SKMAJ3-C4	APDP286500A	n/a	Fair	Working
Manitowoc Ice Machine (soda)	SY0605W	110662932	n/a	Fair	Working but needs a cleaning
Manitowoc Ice Machine (soda)	SY0605W	110679194	n/a	Fair	Working but needs a cleaning

Manitowoc Ice Machine (kitchen)	SY0605W	110678706	n/a	Fair	Working but needs a cleaning
Delfield 2 Door Cooler	F18WC68-C	7110150000249	n/a	Fair	Working
True 2 Door Upright Freezer	T-49F-HC	9342285	2018	Fair	Working
Walk In Cooler (left) Cond	PR150MWPD-3	7K0546C	n/a	Poor	Working but rough shape
Walk In Cooler (left) Evap	LSC104AKOLK	D07B09525	n/a	Poor	Working but rough shape
Walk In Cooler (right) Cond	PR150MWPD-3	7K0546A	n/a	Poor	Working but rough shape
Walk In Cooler (right) Evap	LSC104AKOLK	D0H03338	n/a	Poor	Working but rough shape
Walk in Freezer Condenser	FFWP-050Z-TFL-020	23HA0912U	n/a	Fair	Working

Hot Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Fry Master Left	FMP245EISC	0709GI0032	2009	Fair	Working
FryMaster Right	FMP245EISC	0709GI0031	2009	Fair	Working
Adcraft 30" Griddle	GRID-30	22050120011	n/a	Fair	Working
Equipex Gyro Cooker	GR40E	PG308274	n/a	Poor	Heating but not spinning
Pro-Max Sandwich Press	n/a	n/a	n/a	Fair	Working
Daytona Dome Pizza Oven	REM48ZRT	22815R81	n/a	Poor	Working but showing its age
Vulcan Top Right Convection	SG4D-1	48-1595105	n/a	Poor	Working but rough shape
Vulcan Bottom Right Convection	SG4D-1	n/a	n/a	Poor	Working but rough shape
Vulcan Top Left Convection	SG4D-1	n/a	n/a	Poor	Working but rough shape
Vulcan Bottom Left Convection	SG4D-1	481595117	n/a	Poor	Working but rough shape
Cleveland Tilt Skillet	SGL-40-TR	WT9948-07K-01	n/a	Fair	Working

Garland 6 Burner Range/Oven	M43R	0709100174851	n/a	Poor	Working but rough shape
Accutemp Top Steamer	N61201E06000200	51578	2017	Poor	Working but rough shape
Accutemp Bottom Steamer	N61201E06000200	51577	2017	Poor	Working but rough shape
Hobart Mixer	HL-600	31-1397-020	n/a	Fair	Working
Hobart Mixer	A200	n/a	n/a	Poor	Working but rough shape
Magikitchn 48" Griddle	MKG48	G07KA042000	2007	Poor	Working but rough shape
Magikitchn 48" Charbroiler	APM-RMB-648CR	n/a	n/a	Poor	Working but rough shape
Lincolon Impinger Top Oven	1301-4	703210000050	n/a	Poor	Doesn't heat up
Lincolon Impinger Bottom Oven	1301-4	70621000001762	n/a	Fair	Working
FryMaster	HL90	0709HI0010	n/a	Poor	Could not test but unit looks rough
FryMaster	HL90	0709HI0011	n/a	Poor	Could not test but unit looks rough
Alto Shaam Cook + Hold	1767-SK	505607-000	n/a	Poor	Working but rough shape
Crescor Holding Cabinet	H1381834CS	1AH-J155508-5	n/a	Fair	Working
Garland Top Conv. Oven	MCO-GS-105	1811100100504	n/a	Fair	Working
Garland Bottom Conv. Oven	MCO-GS-105	1811100100505	n/a	Fair	Working
Henny Penny Top Rotisserie	SCR-8	CB0710040	n/a	Fair	Working
Henny Penny Bottom Rotisserie	SCR-8	CB0710040	n/a	Poor	Working but rough shape
Hatco Food warmer	GR25-24	4348150739	n/a	Poor	Working but rough shape
Hatco Warmer	GRSS-3618	3451271318	n/a	Poor	Working but rough shape

Crescor Hot Holding Cabinet	H1381834CS	IAH-J155508-530	n/a	Fair	Working
Hatco Cold/Hot Well	HCWBI-3DA	808852113	n/a	Fair	Working

Building: Student Union **Location:** Halal Shack

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Hoshizaki Ice Machine	KM-1900SHJ	H00139B	2018	Fair	Working
Victory 2 Drawer Cooler	CBR60HC-FLT	15107234	n/a	Fair	Working
Traulsen 2 Door Upright Freezer	G12000	713975C18	n/a	Fair	Working
Traulsen 4 Drawer Prep Table	UPT7224-DD	715799C18	n/a	Fair	Working
Traulsen 1 Door Prep Table	UPT3212-R	717319D18	n/a	Fair	Working
Kolpak Walk In Freezer Evap	EL16-049-DDAE	E18D00829586006017	n/a	Fair	Working
Kolpak Walk In Cooler Evap	AM26-073-ADAE	E18D00830231003007	n/a	Fair	Working

Hot Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Vulcan Griddle 36in	936RX-10100R	650169799	n/a	Fair	Working
Hatco Heat Well	DHWB1-3	5251032442	n/a	Fair	Working
Blodgett Convection	ZEPHIRE-100G	091024CLS-0000001	n/a	Fair	Working
Marshal Dump Station (fry's)	no data tag	n/a	n/a	Poor	Working but in rough condition
Pitco Fryer Split Vat	SG14T	G19BC008444	2019	Fair	Newer unit but could not test with out oil
Autodoner	G400	50180	n/a	Fair	Working

Building: Student Union **Location:** Panda Express

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Randell Prep Table	9040K-7	W1283974-1	n/a	Fair	Working
Turbo Air 2 Door Freezer	muf-60-n-pe	h2mu6f0d1023	n/a	Fair	Working
Randell Prep Table	9050K-7	W1227912-1	n/a	Fair	Working
Hoshizaki Ice Machine	KM-901MAJ	H10830D	2018	Fair	Working
Kolpak Walk In Freezer	EL16-049-DD4E	E18B00821454001006	n/a	Fair	Working
Trenton Walk In Cooler	TPLP107MAS1DR2	229131917	n/a	Fair	Working

Hot Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Rice Cooker	GC-6100	240430 0117	n/a	Fair	Working
Rice Cooker	GC-6100	n/a	n/a	Fair	Working
General Wok Left 1 Hole	no data tag	n/a	n/a	Fair	Working
General Wok Middle 1 Hole	no data tag	n/a	n/a	Fair	Working
FryMaster 3 Bank	FMJ350	1804G000017	2018	Fair	Could not run due to no oil
Star Electric 36" Griddle	no data tag	n/a	n/a	Poor	No light work
2 Hole Wok	no data tag	n/a	n/a	Fair	Working jet burners need cleaning
Winston CVAP Left	HA40055E	20181101-0006	2018	Fair	Working
Winston CVAP Right	HA40055E	20180321-0010	2018	Fair	Working
General Restaurant Heat Lamp	GP-3	n/a	2017	Fair	Working
General Restaurant Heat Lamp	GP-3	n/a	2017	Fair	Working
General Restaurant Heat Lamp	GP-3	n/a	2017	Fair	Working

General Restaurant Heat Lamp	GP-3	n/a	2017	Fair	Working
General Restaurant Heat Lamp	GP-3	n/a	2017	Fair	Working
Induction Steam Wells (5)	ABC-065-14	n/a	n/a	Fair	Working

Building: Student Union **Location:** Huey Magoo's

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Wassestrom Cold Well	CiCF602-01-23	G091328-001-001	n/a	Poor	Works but looks rough, motor going bad
Delfield 2 Drawer Grill Cooler	F2936CP	1807150000462	n/a	Poor	Not working
Saba 1 Door Upright Freezer	S-23F	6276171217050700	n/a	Fair	Working
Delfield 2 Door Prep Table	4448N-18M	1807152000136	n/a	Fair	Working
Delfield 2 Door Prep Table	4448N-18M	180715200123	n/a	Fair	Working
Hoshizaki Ice Machine	KM1100MAJ	H00137D	2018	Fair	Working
Kolpak Walk In Cooler	AM26-073-ADAE	E18C00824766003004	n/a	Fair	Working
Kolpak Walk In Freezer	EL16-049-DDAE	E18800821522008012	n/a	Fair	Working

Hot Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Garland 36in Griddle	no data tag	n/a	n/a	Fair	Working
Garland 24in Griddle	no data tag	n/a	n/a	Fair	Working
Right Fryer Bank	SSH75	G18HC050428	2018	???	Could not test due to no oil
Middle Bank Fryer	SSH75	G17JD062455	2018	Poor	Unit disconnected
Left Bank Fryer	SSH75	G17JD062455	2017	???	Could not test due to no oil
Merco Fry Warmer	FFHS-16	18061500002031	n/a	Fair	Working

Merco Fry Warmer	FFHS-16	18061500001060	n/a	Fair	Working
Merco Egg Warmer	FFHS-16	1807E50052	n/a	Fair	Working

Building: Student Union **Location:** Qdoba Mexican Grill

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Randel 2 Door Prep Table	9040K-7	W1013666-1	n/a	Fair	Working
Randell 2 Door Cooler	9302-7	W819711-1	n/a	Poor	Not working compressor not running
Randell 2 Door Cooler	9205-32-7	W303619-1-1	n/a	Fair	Working
Hoshizaki Ice Machine	KML-700MAJ	H01154B	2018	Poor	Not working
Kolpak Walk In Cooler	AM26-073-ADAE	E18800824011003005	n/a	Fair	Working

Hot Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Cool Rite Fryer	ATFS40	G010101AUS1CN33183	2024	Fair	Could not test due to no oil
Sunfire Range	X36-6R	1705100102487	2017	Poor	Working but none of the burners burn evenly
Montague Char broiler	no data tag	n/a	n/a	Poor	Barely works
Randell 4 Well Steam Table	3614-240	W1019578-1	n/a	Fair	Working
Star Press	PST14TQ	PST14TQ1018AC0015	n/a	Fair	Working
Star Press	PST14TQ	PST14TQ1018AC0045	n/a	Fair	Working
Hatco Drawer Warmer	MDW-2N	2102271723	n/a	Fair	Working
Vulcan Heated Holding Cabinet	VBP15	481873810	n/a	Fair	Working
Steamer Groen Double Stack	XS208	n/a	n/a	Fair	Working

Building: Student Union **Location:** Bento

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
True 2 Door Cooler	TUC-48F-HC	10110749	2021	Good	Working
True 2 Door Prep Table	TSSU-48-12-HC	10110749	2021	Good	Working
True 3 Door Prep Table	TSSU-72-18-HC	10103639	2021	Good	Working
True 2 Door Cooler	TUC-36-HC	10132134	2021	Good	Working

Hot Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Steam Well	HTN-3	C21000	2020	Good	Working

Building: Student Union **Location:** Starbucks

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Structural Concepts Display Case	SBZ6652DR	1649558KW358050	n/a	Fair	Working
Delfield 1 Door Cooler	406P-STAR4	2004152000308	n/a	Fair	Working
Delfield 1 Door Cooler	406P-STAR4	2004152000314	n/a	Fair	Working
Delfield 1 Door Cooler	406P-STAR2	2002152000488	n/a	Fair	Working
Delfield 1 Door Cooler	406P-STAR2	1912152000131	n/a	Fair	Working
Delfield 1 Door Cooler	406P-STAR2	2002152001041	n/a	Fair	Working
Delfield 1 Door Cooler	406P-STAR2	2002152000380	n/a	Fair	Working
Ice O Matic Ice Machine	CIM0836HA5	22111280012004	n/a	Fair	Working
True 2 Door Freezer	T-49F-HC	9792549	2020	Fair	Working
True 2 Door Freezer	T-49F-HC	9933208	2020	Fair	Working

True 2 Door Cooler	TG2R-2S-HC	9887334	2020	Fair	Working
True 2 Door Cooler	TG2R-2S-HC	9881733	2020	Fair	Working
Cold Brew Dispenser	JADE515-SS21A	2061241040032	n/a	Fair	Working but minor issues

Hot Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Turbo Chef	NEO	NGOD52527	2020	Fair	Working
Turbo Chef	NEO	NGOD52526	2020	Fair	Working

Building: Library **Location:** Barnies

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
True 2 Door Upright Cooler	T-35	1-4390731	2006	Poor	Unit not holding temp.
Victory 2 Door Upright Freezer	FA-2D-SF	D0630080		Poor	Unit needs a new compressor
Manitowoc Ice Machine	SY0604A	110521990	n/a	Fair	Working but an old unit. Also needs cleaning
True Upright Cooler	T-35	4390718	2006	Fair	Working needs gaskets
True Undercounter Cooler	TUC 27 LP	4651184	2006	Fair	Working but has door issues
True Undercounter Cooler	TUC 48 LP	7254774	2011	Fair	Working
True Undercounter Cooler	TUC 48 LP	14854937	2007	Fair	Working but has door issues
Structural Concepts Grab n Go	SB57663923A	922236 EQ249471	n/a	Fair	Working

Hot Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Merry Chef	C2SDBMV6DFLSBUS	2207213090336	2022	Good	Working

Building: Business Admin **Location:** Einstein Bagels

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
True 2 Door Upright Cooler	TSD-47G-LD	8572087	2015	Fair	Working
Advantedge 3 Door prep Table	SMP72-30	SINP72-30-16050010	n/a	Fair	Working
Bev-Air 2 Door Cooler	UCR34	8204334	n/a	Fair	Working
Bev-Air 2 Door Cooler	UCR34	8106818	n/a	Fair	Working
Bev-Air 2 Door Cooler	UCR34	11511510	n/a	Fair	Working
True 2 Door Cooler	TUC-36-LP	7090149	2011	Fair	Working, minor door issues
True 2 Door Upright Cooler	GDM-41	11862258	1998	Poor	Working but an old unit
True 2 Door Upright Cooler	TUC-48-LP	4854943	2007	Poor	Not working and used as storage
Hoshizaki Ice Machine	KM-650MAH	S10631C	2007	Fair	Working needs cleaning and water filter
Bev-Air 1 Door Cooler	LV10-1-B	9611842	n/a	Fair	Working
True 2 Door Cooler	T-49F	4876106	2007	Fair	Working
Trenton Walk In Cooler Evap	TPLP106MAS1BR6	189106795	n/a	Fair	Working
Trenton Walk In Cooler Condenser	M6KP-0075-LAV-072	18FD1360U	n/a	Fair	Working
HTP Walk In Freezer Evap	HTE26-92B-D	W06F34323816007	n/a	Fair	Working sightglass flashing, might be low on refrigerant
HTP Walk In Freezer Condenser	CS14K6E=PFV-945	18DAV033M	n/a	Fair	Working sightglass flashing, might be low on refrigerant

Hot Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Turbo Chef	NGCD625022		2008	Poor	Not working
Panasonic Microwave	NE-12523	6AD3260029	2016	Poor	Inner glass door is broken
Carter Hoffmann Warmer	MC2W2S	429598-09	2008	Fair	Working

Star Conveyor Toaster	QCS-3-95HC	TQ3950122A0006	n/a	Fair	Working
Doyon Double Convection	JA12SL	291510020818	2018	Fair	Working

Building: Student Union **Location:** Knightstop

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
McCall 2 Door Cooler	4-4045GDC	5-801822	n/a	Fair	Working needs gasket
True 2 Door Cooler	GDM-47-HC	9729288	2019	Fair	Working
Hatco Coldwell	CWB-1	8066222113	n/a	Fair	Working

Hot Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Hatco heated Well	HWBI-1	8099882114	n/a	Fair	Working
Crescor Holding Cabinet	n/a	n/a	n/a	Poor	No data tags and barely running
Cadco Convection Oven	XAF013	2016B0013051	2016	Fair	Working

Building: John T Washington Center **Location:** Knights on the Go

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
True 2 Door Cooler	GDM-47-JD	10222809	2021	Good	Working
Manitowoc Ice Machine	QY0214A	20463003	n/a	Fair	Working needs a cleaning
True 2 Door Cooler	GDM-47-HC-LD	10222808	2021	Good	Working
True 1 Door Cooler	GDM-23-HC-TSLOL	9031765	2021	Good	Working
Minus Forty Freezer	13-USGF-X1-FRR	131743	2009	Fair	Working

Building: Ferrell Commons **Location:** 63 South (Dining Fac.)

Cold Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
True 1 Door Upright Cooler	STR1FRI-1S	9666287	2019	Poor	Not working
Victory 2 Door Cooler	VUR48HC	15101537	n/a	Fair	Working
Delfield Cold Well	8145-EFP	1903150001095	n/a	Fair	Working
Delfield Cold Well	8145-EFP	1806150002739	n/a	Fair	Working
Victory 2 Door Upright Cooler	RIS-2D081	11403259	n/a	Fair	Working but needs a cleaning
Traulsen Blast Chiller	TBC5	n/a	n/a	Fair	Working
True 2 Door Prep Cooler	TSS-48-18MB-HC	10914891	n/a	Fair	Working
Victory 2 Door Cooler	VUR48HC-LPC	15108690	n/a	Fair	Working
Delfield Cold Well	8172-EF	1809150000977	n/a	Fair	Working
Delfield Cold Well	IV8156BP	2407820100232	n/a	Fair	Working
Hatco Cold/Hot Well	HCWBI-3DA	7294372033	n/a	fair	Working needs controller
Hatco Cold/Hot Well	HCWBI-3DA	7240102030	n/a	Poor	Cold side not working
True 4 Door Grill Cooler	TRCB-79	7845055	2014	Poor	Not working
Taylor Ice Cream Machine	C717-27	N4015548	n/a	Poor	Not working
Antartic Star Milk Cooler	JC-70UEL-F	W5870BH	n/a	Fair	Working
Silver King Milk Cooler	SKMAJ3	NBDH11292A	n/a	Fair	Working
Manitowoc Ice machine (soda)	SY1004A	110901108	n/a	Poor	Working but making a lot of noises
Hoshizaki Ice Machine (soda)	KMD-410MAH	H05980C	2018	Fair	Working needs cleaning
Victory 1 Door Upright Cooler	RIS-1D-S1	11403256	n/a	Fair	Working but needs a condenser fan motor
Delfield 2 Door Upright Cooler	SRR12-S	0309036100288-T	n/a	Fair	Working
Mainitowoc Ice machine	ID1802A-261	1120123796	2015	Poor	Working but showing its age

True 2 Door Upright Cooler	n/a	9090309	2017	Poor	Not working
Hobart 4 Door Upright Cooler	Q2	32537181	n/a	Poor	Not Working
Victory 2 Door Upright Cooler	n/a	n/a	n/a	Poor	Not working
True 1 Door Upright Cooler	TRCB-79	8467412	2014	Poor	Not working
Manitowoc Ice machine (soda)	SK1004A	110953988	n/a	Fair	Working needs cleaning
Walk In Freezer Evap	LET090BK	T14C05420	n/a	Poor	Working but showing its age
Walk In Freezer Cond	TEZA035L8-HT3D-f	219237211	n/a	Poor	Working but showing its age
Produce Walk In Cooler Evap	ADT0900F	D94F05924	n/a	Poor	Working but showing its age
Produce Walk In Cooler Cond	RS70C1-TFC-256	07A47031B	n/a	Poor	Working but showing its age
Meat Walk In Cooler Evap	LSC120AK	D67A11959	n/a	Poor	Working but showing its age
Meat Walk In Cooler Cond	HWN015H2C	T05M02082	n/a	Poor	Working but showing its age
Dairy Walk In Cooler Evap	ADT052AJ	D95M 05760	n/a	Poor	Working but showing its age
Dairy Walk In Cooler Cond	RST64C1E-CAV-901	20A05152E	n/a	Poor	Working but showing its age
Production Walk In Cooler	TPLP107MAS1BR2	189109736	n/a	Poor	Working but showing its age
Production Walk In Cooler	W2M-0075-TAC-001	LR58386	n/a	Poor	Working but showing its age
Meat Walk In Freezer	LET0401F	DRK06528	n/a	Poor	Working but showing its age
Cooler #5 Walk In	HWN014L6C	T09G13144	n/a	Poor	Working but showing its age

***Walk Ins are working and we are currently working on a few of them. They don't need to be replaced now, but I would think about it in the future.

Hot Side

Equipment Name	Model #	Serial #	Year	Condition	Notes
Accutemp Kettle	ACGLT-40	101083-11PP-4697	n/a	Fair	Could not test, gas and power was disconnected
Hobart	H600	31-1293-108	N/A	Fair	Working
Alto Shaam Cook and Hold	1000-TH/I	2205604-000	2018	Fair	Working

Alto Shaam Cook and Hold	1000-TH/I	2250023-000	2018	Fair	Working
Imperial 36" 4 Burner range/Oven	IHR-4 1-PT	10526916	n/a	Poor	Working but slow to heat up
Blodgett Top #5 Conv. Oven	DFG	090105RA010I	n/a	Poor	Not heating
Blodgett Bottom #5 Conv. Oven	DFG	09010SRA010I	n/a	Poor	Heating very slow
Garland Top #4 Conv. Oven	SDG-1	0305CJ0256	n/a	Poor	Not Heating
Garland Bottom #4 Conv. Oven	SDG-1	0305CJ0255	n/a	Poor	Not Heating
Garland Top #3 Conv. Oven	MCO-GS-10-5	n/a	n/a	Poor	Not heating
Garland Bottom #3 Conv. Oven	MCO-GS-10-5	612100230641	n/a	Poor	Heating issues
Garland Top #2 Conv. Oven	MCO-GS-10-5	1811100100506	n/a	Poor	heating issues
Garland Bottom #2 Conv. Oven	MCO-GS-10-5	1811100100502	n/a	Poor	Heating issues
Garland Top #1 Conv. Oven	MCO-GS-10-5	n/a	n/a	Poor	Bad vibration
Garland Bottom #1 Conv. Oven	MCO-GS-10-5	n/a	n/a	Poor	Heating issues
Accutemp Top Steamer	N61201E0600200	57993	2018	Poor	Could not turn on
Accutemp Bottom Steamer	N61201E0600200	58011	2018	Poor	Could not turn on
Accutemp Steamer	N61201E0600250	n/a	2015	Poor	Bottom of unit is warped
Delfield Steam Well	N8717-D	2407820100970	n/a	Fair	Working
Remco Pizza Oven	Millium2000L57	n/a	n/a	Poor	Working but slow to heat up
Vulcan 36" Charbroiler	VCRB36-1	n/a	n/a	Poor	Burners barely work
Vulcan 36" Griddle	VCRG36-M	n/a	n/a	Poor	Only half the griddle heats up
FryMaster 3 Bank Fryer	FMPH355SE	2406IJ0009	2024	Good	Could not test, no oil. Unit is new
Star Sandwich Press	PST14T	PST14T0816A0002	n/a	Poor	Not working
Altoshaam Holding Cabinet	1200-UP	3440809-1	2024	Good	Working
Waring Conveyor Toaster	CTS1000	n/a	2022	Fair	Working

Quick Switch Hot/Cold Wells	DI-QSP-DW-2003H3	2406-348	2023	Good	Working
Pitco 2 Bank fryer	SG-18	GBAD001609-08	2013	Fair	Could not test due to no oil in unit
Vulcan Tilt Skillet (electric)	n/a	n/a	n/a	Poor	Works but falling apart
Cleveland Kettle Left	KDL40T	9893-05B-0	2005	Poor	Leaks steam out at control valve
Cleveland Kettle Middle	KDL40T	140723053890	2014	Poor	Leaks steam out of valve
Vulcan Kettle Right	N-1416	n/a	2012	Poor	Leaks water out of bottom of unit
Globe Slicer	3850P	3850252	2008	Poor	Very noisy bearings and auto mode and an error code

END