

<b>SUBMIT OFFER TO:</b> PURCHASING DEPARTMENT UNIVERSITY OF CENTRAL FLORIDA 12479 RESEARCH PARKWAY, BLDG. 600 ORLANDO, FL 32826 Phone:(407) 823-2661 – Fax (407) 823-5551 www.purchasing.ucf.edu		<b>University of Central Florida</b>  <b>INVITATION TO NEGOTIATE</b>  <b>Contractual Services Acknowledgement Form</b>	
Page 1 of 42	Pages	OFFERS WILL BE OPENED OCTOBER 31, 2014 and may not be withdrawn within 120 days after such date and time.	ITN NO: 1404NCSA
UNIVERSITY MAILING DATE: <b>September 19, 2014</b>		ITN TITLE: <b>Catering Support</b>	
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO OFFER	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE		<b>POSTING OF PROPOSAL TABULATIONS</b> Proposal tabulations with intended award(s) will be posted for review by interested parties at the Purchasing Department, our solicitation web page and the State of Florida's Vendor Bid System and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5) at <a href="http://regulations.ucf.edu/chapter7/index.html">http://regulations.ucf.edu/chapter7/index.html</a> shall constitute a waiver of proceedings under that regulation.	
AREA CODE	TELEPHONE NO.		
	TOLL FREE NO.		
	FAX NO.		

**Government Classifications**  
**Check all applicable**

- |  |   |
|--|---|
| <input type="checkbox"/> African American        | <input type="checkbox"/> American Women       |
| <input type="checkbox"/> Asian-Hawaiian          | <input type="checkbox"/> Government Agency    |
| <input type="checkbox"/> Hispanic                | <input type="checkbox"/> MBE Federal          |
| <input type="checkbox"/> Native American         | <input type="checkbox"/> Non-Minority         |
| <input type="checkbox"/> Non-Profit Organization | <input type="checkbox"/> Pride                |
| <input type="checkbox"/> Small Business Federal  | <input type="checkbox"/> Small Business State |

*I certify that this 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 vendor and that the vendor 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 vendor offers and agrees that if the offer is accepted, the vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.*

**GENERAL CONDITIONS**

**1. SEALED OFFERS:** All offer sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE OFFER PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the solicitation opening and the solicitation number. Offer prices not submitted on any attached price sheets when required shall be rejected. All offers are subject to the terms and conditions specified herein. Those which do not comply with these terms and conditions are either automatically rejected with respect to non-compliance with non-negotiable terms and conditions or may be rejected, at UCF's sole discretion, with respect to any other terms and conditions.

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

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

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**AUTHORIZED SIGNATURE (MANUAL)**

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**AUTHORIZED SIGNATURE (TYPED), TITLE**

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

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

**(b) MISTAKES:** Offerers 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 offerer's risk.

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

Vendors shall submit properly certified original invoices to:

Finance & Accounting  
12424 Research Parkway, Suite 300  
Orlando, Florida 32726-3249

Invoices for payment shall be submitted in sufficient detail for a proper 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. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

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

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

**Vendor Ombudsman:** A vendor ombudsman position has been established within the Division of Finance & Accounting. It is the duty of this individual to act as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from the University of Central Florida. The Vendor Ombudsman can be contacted at (407) 882-1040; or by mail at the address in paragraph 4, (c) above.

The ombudsman shall review the circumstances surrounding non-payment to:

- determine if an interest payment amount is due;
- calculate the amount of the payment; and
- ensure timely processing and submission of the payment request in accordance with University policy.



**UNIVERSITY OF CENTRAL FLORIDA**

**INVITATION TO NEGOTIATE (ITN) NUMBER 1404NCSA**

**FOR**

**CATERING SUPPORT**

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## **1.0 INTRODUCTION**

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

The objective of this Invitation to Negotiate (ITN) is to enable the University of Central Florida (UCF) to enter into an agreement with vendors to provide Catering Services at the University. This ITN will serve both large and medium sized events (50-1,200 attendees typically) hosted by our UCF Departments and smaller scale events (10-100 attendees typically) by our Registered Student Organizations and Student Government Association Agencies (RSO/SGAA). Examples of student agencies include but are not limited to Campus Activities Board, Volunteer UCF, Homecoming, and Knight Thon.

The University of Central Florida (UCF) has established a process to enable external food and beverage vendors to provide Catering Services on the main campus at 4000 Central Florida Blvd Orlando, FL 32816, its 10 regional campus locations, College of Medicine and downtown Orlando locations. Locations are listed in Appendix VII). This solicitation for Catering Services will enable UCF to create an approved list of pre-qualified caterers for the University.

The Successful Vendors will furnish Catering Services, as requested, to members of the UCF Community for meeting functions, conferences and special events to be held on UCF's campuses or other designated locations. Members of the UCF Community include all UCF staff, faculty, RSO/SGAA, UCF Alumni Association, University of Central Florida Foundation, Incorporated (Foundation), and UCF Athletics Association (collectively the university's direct support organizations or DSOs). Successful Vendor will provide full delivery, set up service, event staffing, and clean up on catering orders.

For purposes of this competitive solicitation, "Catering Services" means the business of providing foodservice (including alcoholic beverages, as applicable) for groups larger than 10. Catering Services does not include "to go" orders placed with local restaurants (although such orders may be classified as "catering" by the restaurant), or catering functions held at venues (e.g., hotels, banquet halls, etc.) not on UCF's main campus or catering locations listed in Appendix VII. Catering Services are paid for with University funds, including Foundation.

UCF anticipates selecting multiple caterers to meet the broad range of needs of the University Departments and RSO/SGAA's. (Note: UCF main campus restaurants that have current contracts with UCF will be included on the approved catering lists). For Successful Vendors selected to be a caterer, the initial term of the agreement will be for three years, and the University and caterer(s) will have the option to renew the agreement for two additional one year periods upon mutual agreement in writing. Renewals are not automatic. Successful Vendors must provide updated insurance, licensing, and other documents annually as listed in Appendix VI.

Currently, UCF spends on average \$2.5 Million annually, on Catering Services. Each department within the University is responsible for making its own catering arrangements. Departments will select preferred pre-qualified vendor(s) from the pool of Successful Vendors and contact them directly to make arrangements for Catering Services. The ordering department will also initiate payments to the Successful Vendor.

A complete list of the Successful Vendors, along with a link to their respective websites and other pertinent information, will be posted on the UCF Business Services' website ([businessservices.ucf.edu](http://businessservices.ucf.edu)). UCF Business Services will also create a listing of the preferred vendors and circulate the list to the University staff and faculty at least two times per year. Successful Vendors will agree to actively

participate in any catering marketing events hosted by UCF Business Services. The purpose of these events will be to showcase all Successful Vendors.

The Successful Respondents, 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 on Appendix II) must always be performed by the Respondent. Any contract resulting from this competitive solicitation is not a guarantee of work.

## 1.2. Contract Award

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

## 1.3. UCF Environment

The University of Central Florida, founded in 1963, is the second-largest university in the nation. With its main campus located in East Orlando, Florida, UCF and its 12 colleges provide opportunities to 59,740 students, employs over 11,000 faculty and staff, and houses 6,900 students on a campus totaling 1,415 acres. Additionally, UCF has 10 regional locations and a medical school that generate campus community and visitor traffic to its various locations.

Generally, the busiest times of the year are during the Fall Semester running from early August through early December and the Spring Semester running from early January through early May. The Summer Semester runs from Mid-May through early August when fewer students are enrolled compared to the Fall and Spring Semesters.

The campus breaks for students occur between semesters. Typically, the breaks are two weeks in length except for the Winter Break (December), which lasts four weeks. These times represent the fewest number of students, staff, and faculty and should be considered slow business periods and be planned for accordingly by the Successful Proposers. The following is the university academic calendar for reference <http://calendar.ucf.edu/2014/fall>.

### Demographics 2011-2012 School Year

	Men	Women
Total Undergraduates	23,277	27,992

Graduate	3,471	4,647
First Professional (Medical)	<u>175</u>	<u>178</u>
<b>Total</b>	<b>26,923</b>	<b>32,817</b>
<b>Grand Total of Students</b>	<b>59,740</b>	

#### University Diversity Profile

Non-Resident Aliens	2%
Hispanic	19%
African American	10%
Caucasian	59%
American India, Alaska Native	<1%
Asian	6%
Native Hawaiian, Pacific Islander	<1%
Multi-racial	2%
Not Specified	2%
<b>Total</b>	<b>100%</b>

Additional information available at [http://www.ucf.edu/about\\_ucf](http://www.ucf.edu/about_ucf)

## 2.0 GENERAL CONDITIONS

### 2.1. Authorized UCF Representative/Public Notices/UCF Discretion

Respondent's response to this ITN and any communications and/or inquiries by Respondent during this ITN process must be submitted in writing to the individual and address stated below. **Inquiries are preferred via email.** UCF will consider only those communications and/or inquiries submitted in writing to the individual below on or before the date and time specified in Section 2.2, "Calendar of Events." To the extent UCF determines, in its sole discretion, to respond to any communications and/or inquiries, such response will be made in writing and mailed/emailed to all Respondents. UCF shall not accept or consider any written or other communications and/or inquiries (except an offer) made between the date of this deadline and the posting of an award, if any, under this ITN.

**Nellie Nido**  
**Purchasing Department**  
**12479 Research Parkway**  
**Orlando, FL 32826-3248**  
**nellie.nido@ucf.edu**  
**PH: 407-823-2661**  
**Fax: 407-823-5551**

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 in UCF's Purchasing Department, 12479 Research Parkway. Additionally, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation at which a vendor makes an oral presentation or at



which a vendor 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 will issue an Addendum to this ITN. All listed times are local time in Orlando, Florida.

Date/Time	Action
September 19, 2014	Invitation To Negotiate advertised
September 19, 2014,	Invitation To Negotiate released
September 26, 2014	Pre-Proposal Conference @ 10:00 a.m. EST, Live Oak Event Center
October 1, 2014	Last Day to submit communications and/or inquiries in writing only; preferably by email to Nellie Nido at 5:00 p.m. EST.
October 6, 2014	Responses to inquiries and Addenda, if any, mailed to Respondents
October 31, 2014	Deadline for Offer submission at 2:00 p.m. EST (ITN opening)

## 2.3. Respondent Communications and/or Inquiries

- A. UCF is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this ITN. The Respondent shall examine this ITN to determine if UCF's conditions and requirements are clearly stated. If, after examination of the various conditions and requirements of this ITN, the Respondent believes there are any conditions or requirements which remain unclear or which restrict competition, the Respondent may request, in writing, that UCF clarify or change condition(s) or requirement(s) specified by the Respondent. The Respondent must provide the Section(s), Subsection(s), and Paragraph(s), that identify the conditions or requirements questioned by the Respondent. The Respondent also must provide detailed justification for a change, and must recommend specific written changes to the specified condition(s) or requirement(s). Requests for changes to this ITN must be received by UCF not later than the date shown in Section 2.2., entitled "Calendar of Events," for the submittal of written communications and/or inquiries. UCF shall not make any changes to any of the non-negotiable terms and conditions. The non-negotiable terms and conditions are indicated on Appendix II. Requests for changes to the non-negotiable provisions of this ITN shall automatically be rejected. Requests for changes to anything other than the non-negotiable provisions of this ITN may or may not be accepted by UCF and may or may not be negotiated by UCF, all at UCF's sole discretion.
- B. Any Respondent disagreeing with any terms and conditions set forth in this ITN shall indicate on Appendix II, Terms and Conditions Supplemental Offer Sheet, the specific ITN section(s) the Respondent disagrees with and shall provide a clear and detailed reason for the disagreement and a solution to the disagreement, in his/her offer, all PRIOR TO the deadline stated in Section 2.2 "Calendar of Events." UCF may or may not accept or agree to negotiate any of the terms and conditions that Respondents indicated as disagreeing with, all at UCF's sole discretion. The indication of disagreement with any non-negotiable terms and conditions shall be automatically rejected.
- C. Failure to submit Appendix II and clearly indicating which terms and conditions the Respondent agrees and disagrees with (i.e. failure to initial the designated sections set forth on Appendix II,

indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II) and/or clear and detailed reasons for the disagreement, with the offer, all prior to the deadline stated in Section 2.2. "Calendar of Events," shall be grounds for rejection of that offer, at UCF's sole discretion. UCF may or may not accept and/or negotiate any such terms and conditions that the Respondent disagreed with. If UCF decides not to accept any of the terms and conditions the Respondent disagreed with, UCF shall have the right, at UCF's sole discretion to exercise its right to reject the tentative awardee's offer and proceed to the next highest ranked respondent. As noted above, the disagreement with any non-negotiable terms and conditions by the Respondent shall 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 on Appendix II will always stay as they are and any requested changes to such clauses shall automatically be rejected. UCF shall issue an Addendum reflecting the acceptable changes to this ITN, if any, which shall be sent to all Respondents as specified in Section 2.1.
- E. Any communications, questions and/or inquiries from the Respondent concerning this ITN in any way must be submitted in writing to the individual identified in Section 2.1 not later than **October 1, 2014 at 5:00 p.m.** Eastern Time as set forth in the Calendar of Events. Written inquiries must be legible and concise and must clearly identify the Respondent who is submitting the inquiry.

#### **2.4. Respondents' Conference and Site Visit**

All Proposers interested in submitting a proposal for Catering Services may attend a non- mandatory pre-proposal conference. One shall be held:

September 26, 2014  
10:00 a.m.  
Live Oak Event Center  
4115 Pyxis Lane  
Orlando, Florida 32816

Failure to have a representative attend the non-mandatory pre-proposal conference will not disqualify any interested party from submitting an offer for the stated services.

Directions to Live Oak Event Center are located at <https://liveoak.ucf.edu/directions/>.

It is beneficial to ask all questions during the pre-proposal conference, however, the question and answers will not be official until received in writing and answered in the form of an addendum. All communications and/or inquiries must be made in writing, preferably by email, by October 1, 2014 as outlined in Section 2.2 Approximate Calendar of Events of this Invitation to Negotiate.

#### **2.5. Written Addenda**

Written Addenda to this ITN along with an Addenda Acknowledgment Form will be mailed to all Respondents. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Respondent, dated and returned with the offer.

#### **2.6. Offer/Proposal Opening Date**

Respondent's response to this ITN shall be prepared in accordance with Section 3.0, "Required Offer Format". Offers are due at the time and date specified in Section 2.2, "Calendar of Events" and must be

received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than **2:00 pm EST** on **October 31, 2014** according to the time clock in UCF's Purchasing Department. **Offers or amendments to offer that arrive after 2:00 pm EST on October 31, 2014 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic negotiations and/or amendments to offers shall not be accepted at any time.** At **2:01 pm EST** on **October 31, 2014**, all timely offers will be opened for the sole purpose of recording the names of the Respondents submitting written offers.

If Respondent elects to mail in his/her offer package, the Respondent must allow sufficient time to ensure UCF's proper receipt of the offer package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Respondent to ensure that the offer package arrives at UCF's Purchasing Department no later than **2:00 pm EST** on **October 31, 2014**.

Offers will be accepted up to, and no offers may be withdrawn after, the deadline for offer submission time and date shown above. Offers must be delivered in sealed envelopes clearly marked: **ITN 1404NCSA Catering Support**. The offer must be submitted in **(number of copies: example- seven (7) copies; one hard copy and five (5) electronic versions on either disc or thumb drive)**. The hard copy must have original signatures of the Respondent's authorized representatives on the document titled "INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM (Form ITN/CS)." All copies of the proposals, whether they are electronic or hard copy must be complete sets in every way, with all information the proposer desires to be evaluated. UCF will not be responsible for any proposal's low score during the evaluation process that results from any of the proposals (hard or electronic copy) having incomplete information and or omitted documents. UCF will not be responsible for making copies of any omitted or missing documents to complete any submitted proposal.

## **2.7. Section Not Used**

## **2.8. Evaluation Criteria and Selection Process**

- A. UCF reserves the right to conduct negotiations if the decision maker (Vice President/Dean or his/her written designee(s) with the advice and consent of the Purchasing Director determines negotiations to be in the best interest of the university. Any portion of a meeting at which a negotiation with a vendor 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 vendors 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 highest ranked offerer(s). In the event the decision maker determines it to be in UCF's best interest to enter into negotiations, he/she after receiving the advice and consent of the Purchasing Director shall:
1. Establish an evaluation committee tailored for the particular acquisition that includes appropriate expertise to ensure a comprehensive evaluation of offers. The committee will review all responsive offers and develop a ranked order of vendors based on the points given each evaluation criteria contained herein;
  2. Develop the acquisition plan (strategy to award with or without negotiations) after review of offers;
  3. Ensure consistency among the solicitation requirements, notices to respondents, 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 evaluation committee in determining which offerer(s) to enter into negotiations; and
  6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will invite the highest ranked offerer(s) falling within the desired competitive range to enter into negotiations.
- C. All offers shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the 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 evaluation committee members. Committee members, 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. This privilege shall be rescinded upon opening of the offers. After offer opening, each evaluation committee member shall function independently of all other persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this ITN and any aspect thereof including, without limitation, the offers and their content with any other individual whatsoever. Each evaluation committee member 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**

<b>Evaluation Criteria</b>	<b>Max Points</b>
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	35
2. MENU SELECTION, SERVICE OPTIONS, PRICING AND ADDITIONAL BENEFITS	45
3. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	20
<b>Evaluation of Responses Point Total</b>	100

Each evaluation committee member must independently score, in writing, each offer on the form depicted in **APPENDIX I**. Each evaluation committee member shall enter comments, if any, regarding the offer and then sign the completed score forms and deliver them, in a sealed envelope, to the **Purchasing Person identified in section 2.1.**, who will forward copies to the **Decision Maker**, or his/her designee. At the time of such delivery to the **Purchasing Person**, the evaluation committee members 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 committee members' scoring forms. While not bound to them, the **Decision Maker** may give deference to the scoring forms. Based on what the **Decision Maker** determines is in the best interest of UCF, the **Decision Maker** will then make the final decision whether or not to recommend the award of a contract to a Respondent to this ITN, negotiate with the highest ranked respondent(s) or cancel the ITN.

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

## **2.9. Posting of Recommended Selection**

A recommendation to award will be posted at such time as the Purchasing Department provides notice of intended decision or until 30 days after a public opening of the offers, whichever is earlier. The recommendation to award a contract, if any, to a Respondent(s) to this ITN will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Respondent desires to protest the recommendation to award a contract, if any, the Respondent must file with UCF:
  - 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.
  - 2. A formal written protest by petition within ten (10) calendar days of the date on which the notice of intent to protest is filed. UCF shall not extend or waive this time requirement for any reason whatsoever.
- B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.
- C. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the offered contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.
- D. In addition to all other conditions and requirements of this ITN, UCF shall not be obligated to pay for information obtained from or through the Respondent.

## **2.10. Offer Validity Period**

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

## **2.11. Disposition of Offers; Florida Public Records Law Compliance**

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

records as “confidential”, “proprietary”, or “trade secret.” The ultimate determination of whether a vendor’s claim of “confidential,” “proprietary” or “trade secret” will support an exemption from disclosure will be made by UCF or, potentially, a court. UCF’s selection or rejection of an offer will not affect this provision.

## **2.12. Economy of Presentation**

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

## **2.13. Restricted Discussions/Submissions**

From the date of issuance of the ITN until UCF announces its intent to negotiate, the Respondent shall not discuss the offer or any part thereof with any employee, agent, or representative of UCF except as expressly requested by UCF in writing. Violation of this restriction will result in REJECTION of the Respondent’s offer.

## **2.14. Verbal Instructions Procedure**

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any UCF employee. Only those communications that are in writing from the authorized UCF representative identified in Section 2.1. of this ITN that have been approved in writing by UCF’s President or the President’s designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Respondent that are signed in writing and delivered on a timely basis, i.e., not later than 5:00 PM EST on October 1, 2014, will be recognized by UCF as duly authorized expressions on behalf of the Respondent.

## **2.15. State Licensing Requirements**

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

## **2.16. Parking**

Respondent/Vendor(s) shall ensure that all vehicles parked on campus for purposes relating to work resulting from an agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or

more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Respondent/Vendor. Respondent's/Vendor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Respondent/Vendor or Respondent's/Vendor's employees. For additional parking information or information regarding parking fees/rates, contact University's Parking Services Department at (407) 823-5812 or online at <http://parking.ucf.edu>.

## 2.17. Definitions

**UCF'S Contract Administrator** - The University's designated liaison with the Respondent. In this matter UCF's Contract Administrator will be **Nellie Nido**.

**Respondent/Offerer/Vendor/Contractor** - Anyone who submits a timely offer in response to this ITN.

**Successful Respondent/Contractor** - The firm or individual who is the recommended recipient of the award of a contract under this ITN (also synonymous with "Payee", "Offerer", and "Vendor").

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

**Project Manager** - After contract award a liaison from the user department will oversee the Contractor's performance and report as needed to the contract administrator. The Project Manager is **Scott Eberle**.

## 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 shall not 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 a offer, but may result in the offer being considered as not in the best interest of UCF. UCF will, at UCF's sole discretion, determine whether an offer is considered as not in the best interest of UCF and may or may not reject the offer, all at UCF's sole discretion.
- C. The Respondent must comply with the instructions cited in Section 2.3. Also, the Respondent must initial the designated sections set forth on Appendix II, indicating that the Respondent has either understood and agreed to or disagreed with each particular section listed on Appendix II. Failure to submit Appendix II with each area marked as set forth above and initialed by the Respondent shall constitute grounds for rejection of the offer by UCF and shall give UCF the right to reject the offer, at UCF's sole discretion.
- D. The Respondent is solely responsible for the accuracy and completeness of its offer. The Respondent's errors or omissions, if any, are solely at the risk of the Respondent and may be grounds for rejection of the offer and shall give UCF the right to reject the offer, at UCF's sole discretion.

## **2.19. Force Majeure**

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

## **2.20. Limitation of Remedies, Indemnification, and Insurance**

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

## **2.21. Term of Contract**

The contract resulting from this ITN, if any, shall be for three years (approximately January 1, 2015 through December 31, 2018). The University may renew a resultant contract, for two additional one year periods, as mutually agreed to by both parties. No renewal period will exceed the initial term nor will cumulative renewals exceed 10 years.

## **2.22. Termination of Contract**

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

## **2.23. Assignment and Amendment of Contract**

Neither the contract resulting from this ITN, if any, nor any duties or obligations under such contract shall be assignable by the Respondent without the prior written consent of UCF. Any contract resulting



from this ITN may be amended only in writing signed by the Respondent and UCF with the same degree of formality evidenced in the contract resulting from this ITN.

#### **2.24. Independent Parties**

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

#### **2.25. Performance Investigations**

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

#### **2.26 Records**

The Respondent/Vendor/Payee/Offerer 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. 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 Payee.

#### **2.27 Public Records**

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

#### **2.28 Public Record, Contract For Services**

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Payee does not comply with a public records request, University shall enforce the contract provisions in accordance with the contract.

#### **2.29 Severability**

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

### **2.30. Notices**

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

### **2.31. Governing Law and Venue**

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

### **2.32. Liaison**

UCF's liaison with the successful Respondent, if any, shall be the [Scott Eberle](#).

### **2.33. Subcontracts**

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

### **2.34. Employment of UCF Personnel**

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

### **2.35 Conflicts of Interest**

Acceptance of a contract resulting from this ITN shall certify that Payee 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. Payee 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 Payee 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. Respondent commits to the following:

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this ITN, if any, regardless of value.
- B. The Respondent, if any, awarded a contract under this ITN shall agree to comply with the Americans with Disabilities Act (ADA) of 1990.
- C. If the Respondent anticipates receiving \$10,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, Respondent must complete a Certificate of Non-Segregated Facilities form and attach the form to the offer. A sample certificate is attached as **APPENDIX III**.
- D. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must complete and file prior to March 1 of each year a standard form 100 (EEO-1).
- E. If the Respondent anticipates receiving \$50,000 in orders during the first 12 months of the contract, if any, resulting from this ITN, and employs more than 50 people, the Respondent must maintain a written program for affirmative action compliance that is accessible for review upon request by UCF.
- F. Respondents shall identify their company's government classification at time of offer submittal (See UCF Form ITN/CS: ITN acknowledgement cover page). Respondent's identity will not foster special consideration during this ITN process; this is only for informational purposes for reporting.

### **2.37. Waiver of Rights and Breaches**

No failure or delay by a party hereto to insist on the strict performance of any term of a contract resulting from this ITN, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of such a contract, but each and 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 to be a substantive part of such contract.

### **2.39. Employee Involvement/Covenant Against Contingent Fees**

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

#### **2.40 Employment of Aliens**

Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee 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**

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

#### **2.42. Travel Expense**

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

#### **2.43. Annual Appropriations**

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

#### **2.44. Taxes**

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

#### **2.45. Contractual Precedence**

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

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

#### **2.46. Use of Contract by Other Governmental Agencies:**

At the option of the Vendor/Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this 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 contractor, supplier, subcontractor, or consultant under, a contract with any public entity, and may not transact business with any public entity in excess of the offer limit for that public entity, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### **2.48. WORK FOR HIRE:**

Any work specifically created for the University under a contract resulting from this ITN by the Payee or anyone working on behalf of the Payee (the term Payee 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 Payee 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 Payee 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 Payee 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 Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for

advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials.

The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) the Payee 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 Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, 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 Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee'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, which 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 Payee 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 Payee 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 Payee wishes to disclose export controlled technology or technical data to the University, the Payee 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 Payee 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 Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

#### **2.50 Nonnegotiable Conditions and Requirements**

The University seeks to award a contract from this ITN that complies with applicable law and will be both fair and reasonable to all parties, protecting the best interest of the University, its Board of

Trustees, faculty, staff and students. With that goal in mind, we have developed a list of terms and conditions that are either required by law and are thus non-negotiable or have been deemed to be important to the University's interests and are thus non-negotiable. Any discussions seeking to alter or remove such a term or condition from any contract resulting from this ITN shall not be granted to any Respondent. The non-negotiable terms and conditions are listed on Appendix II of this document, and identified with **\*\*non-negotiable\*\***. Respondents that disagree with any of those "non-negotiable" terms and conditions should forego submitting an offer because said offer shall be rejected as nonresponsive to this ITN. Failure to submit Appendix II 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 Additional Quantities**

The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same commodities/services solicited under this ITN within 180 days after expiration of the contract resulting from this ITN. Total additional quantities, if any, are unknown.

### **3.0 REQUIRED OFFER FORMAT**

#### **3.1. Introduction**

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

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

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

#### **3.2. Respondent/Offer Submittal Sections**

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

##### **A. Experience and Qualifications of Proposer**

1. Provide a brief profile of the company including the number of employees.
2. Provide a brief history of the company.
3. Describe Vendors overall qualifications to provide the Catering Services requested.
4. Provide five (5) customer letters of recommendations. Please only use one letter or recommendation per customer/company.
5. Describe the company's hours of operation: days of the week and times services can be provided to UCF. Specific hours necessary will be determined by mutual agreement between the Successful Vendor and the ordering department(s)/individual customer(s).
6. Provide the qualifications of the Vendor's employees and the point of contact that will be assigned to this contract (including telephone number and e-mail address).
7. Provide copies of licenses (including beer/wine and liquor, if applicable, professional certifications and all liability insurances as detailed in Section 4.0 and listed in Appendix VI.

##### **B. Menu Selection, Service Options, Pricing and Additional Benefits**

1. Complete the Catering Services Form (Appendix V).
2. Please provide sample menus for all services indicated.
3. Provide information regarding Vendor's service policies and customer service options.
4. Please describe any additional benefits you are willing to extend to our RSO/SGAA's.



#### 4.0. OTHER REQUIREMENTS

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

##### A. Financial Support to UCF

The Successful Vendors will pay UCF 8 percent commission monthly by the 15<sup>th</sup> day of the following month (or portion thereof for the beginning of the contract). Commission will be based on the Successful Vendors Net Sales for the previous month. Net Sales are the total revenue derived from Catering Services to UCF. The University is a tax immune sovereign and exempt from the payment of sales tax and sales tax will not be levied on any UCF catering orders, nor will sales tax be deducted from Net Sales. Successful Vendors will not subtract any other fees, including credit card fees, from Net Sales before percentage amount is calculated. UCF considers credit card fees as a general cost of doing business.

##### 1. Financial Report

- i. The Successful Vendor will provide UCF Business Services with a Monthly Catering Services report, by the 15<sup>th</sup> day following each month (or portion thereof for the beginning of the contract), in Excel file format which will include the following information:

Event Date

Ordering UCF Department/ (RSO/SGAA)

Ordering UCF Department/RSO/SGAA Contact

Event Location

Invoice Amount

Total Commission (8 percent) Paid to UCF

##### B. Insurance

The Successful Vendor will provide and keep in full force and effect during the term of Contract, at the Successful Vendor's own cost and expense, the following insurance policies for the joint benefit of the Successful Vendor and UCF, with an insurer reasonably acceptable to UCF:

##### o Risk and Liability Insurance

An all risk insurance policy including comprehensive general bodily injury liability (\$1,000,000 each person, \$1,000,000 each occurrence, \$1,000,000 aggregate) and property damage liability (\$1,000,000 each occurrence and \$1,000,000 aggregate).

##### o Comprehensive Automobile Insurance

Comprehensive automobile liability insurance, bodily injury liability, (\$1,000,000 each person, \$1,000,000 each occurrence), and property damage liability (\$1,000,000 each occurrence).

##### o Workman's Compensation Policy

Must cover employees, agents, representatives and volunteers working on catered events.

During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Florida Statutes Chapter 440, with minimum employers' liability limits of

\$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

In order for Vendor to show that it can satisfy this requirement, the Vendor must include in its solicitation response one of the following:

1. A letter from Vendor's insurer stating that the Vendor meets the currently specified insurance requirements, or
2. A commitment letter from an insurer that if awarded a contract, Successful Vendor will have access to such coverage.

The Successful Vendor will deliver true and correct copies of certificates of such insurance within ten (10) business days of notice of formal award to the following:

E-mail: [ehs@ucf.edu](mailto:ehs@ucf.edu)  
Fax: 407-823-0146  
Mail: University of Central Florida  
PO Box 163500  
Orlando FL 32816-3500

Fax: 407-882-0175  
Mail: UCF Business Services  
12479 Research Parkway Suite 600  
Orlando FL 32826

The certificates will indicate that the policy carries an endorsement (no more restrictive than CG 20 10) which names *The University of Central Florida Board of Trustees and The University of Central Florida Foundation, Incorporated in compliance with the Foundations Fundraising Events: Risk Management Guidelines policy*. The contractor's policy will be primary and that any insurance carried by UCF will be noncontributing.

The insurance policies will provide for thirty (30) days prior written notice to UCF in the event of cancellation or reduction in coverage or amount. If the Successful Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, UCF may terminate the Contract. Successful Vendor will do nothing that will adversely affect UCF, in any way, including increasing risks, insurance premiums or liability.

In addition to the insurance required to be obtained and maintained by the Successful Vendor, if the Successful Vendor assigns any portion of the duties under the Contract in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with this Contract.

UCF reserves the right to cancel any award made or cancel the Contract if Successful Vendor fails to

supply and/or maintain the required coverage.

In the event the Vendor takes exception to the stated insurance requirements in its solicitation response, it will be grounds for disqualifying Vendor's solicitation response.

Successful Vendor's procuring of the required insurance will not relieve the Vendor of any obligation or liability assumed under the Contract, including specifically the indemnity obligations. The Successful Vendor may carry, at its own expense, such additional insurance, as Vendor deems necessary. UCF recommends that the Successful Vendor obtain and maintain a policy of business interruption insurance. The Successful Vendor will assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor's operations within the scope provided for under the Contract, and will cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

(Note: Appendix VI lists required insurance.)

### C. Licenses

The Successful Vendor must have and maintain the appropriate valid business and occupational licenses to provide Catering Services. All the pertinent and applicable licenses; safety and health inspection documents including TIPS Training Certificate; and mechanical or operational maintenance credentials must be made available to the designated UCF Business Services Representative(s), as designated by UCF from time-to-time in writing upon request.

The Successful Vendor must keep all licenses and documents regarding operations current and meet the standards of all applicable federal, state, county and city mandated requirements and laws. Copies of these documents may be routinely requested by the UCF Business Services Representative, and Successful Vendor must keep the documents on file at the Vendor's office and if applicable, on campus location, for accessibility and review upon UCF's demand. If the Successful Vendor's Catering Services include the offering of beer and wine and/or liquor, the Successful Vendor must obtain the appropriate licenses and be responsible for all related fees for such licenses before the effective date of the Agreement. Successful Vendor must maintain this license(es) in "good standing" with the State of Florida throughout the contractual period. A current State of Florida Liquor License is mandatory for the sale of alcoholic beverages.

**Note:** Appendix VI lists licenses and training required.

### D. Service of Alcoholic Beverages

Should Successful Vendor offer alcoholic beverages as part of its' Catering Services, Successful Vendor will, at all times, exercise total independent, prudent, reasonable experienced judgment in the service of alcoholic beverages by a licensed bartenders. Successful Vendor will take extreme care to ensure that no alcoholic beverages are sold or served to minors, and will comply with all applicable laws and regulations, including UCF Regulation 4.035, Alcoholic Beverages on Campus and UCF Policy 3-115.1, Alcoholic Beverages on Campus. Any sale or service of alcohol to a minor by Successful Vendor may result in Successful Vendor's immediate removal from the preferred vendor list and termination of the Successful Vendor's agreement with UCF.

Vendors who provide Beverage and Bar Service must show evidence of a valid liquor license for off premises catering as noted in Section 4.0 C.

## E. **W-9 Form**

Successful Vendors will be required to submit a completed W-9 Form.

## F. **Product Exclusivity at UCF**

UCF has entered into an agreement with Coca-Cola Refreshments USA, Inc. d/b/a Florida Coca-Cola Bottling Company, effective as of June 18, 2012, wherein Coca-Cola was granted exclusive vending rights for certain beverages. Vendors may only serve Coca-Cola brand carbonated and non-carbonated soft drinks (e.g., Coke, Diet Coke, Dasani Water), 100 percent shelf-stable fruit juices (e.g., Minute Maid) or juice drinks (i.e., less than 100 percent fruit juice), sports drinks, pre-packaged value-added protein drinks, energy drinks, ready-to-drink tea, ready-to-drink coffee products, coconut water-based drinks, milk-based drinks which contain less than 50 percent milk, packaged water, enhanced water, and flavored water, on UCF's campuses. Muscle Milk will not be sold anywhere on campus.

**Note:** this exclusivity does not extend to fresh milk, hot tea and coffee freshly brewed on premise, milkshakes and smoothies made on premises from fresh ingredients, and Chic-fil-A's signature lemonade.

## G. **UCF Event Centers**

UCF has several event facilities on campus, including but not limited to, the Live Oak Event Center, Student Union, CFE Arena, and FAIRWINDS Alumni Center. These facilities reserve the right to charge approved caterers and UCF main campus restaurants additional service fees for events catered at those facilities. Caterers must adhere to all event facilities policies and procedures and may be subject to further financial discounts for food that does not match service order requirements and times. Catering service fees may vary by event facility. The service fee would be in addition to the 8 percent catering commission.

## H. **Quality of Service**

### 1. **Staffing**

The Successful Vendor will assign only those persons who have the training and good habits, attitude, personal hygiene, ethics and who are judged to be suitable in the atmosphere of an academic institution to perform work under the Contract. UCF may demand an immediate change of the management and the personnel serving the UCF Campuses and catering locations without recourse, but will exercise that right judiciously.

If applicable, Successful Vendor's proposed staffing must include adequate numbers of appropriately trained and experienced personnel to efficiently accommodate customers, and to respond to the customer's inquiries. The Successful Vendor's personnel will perform their jobs with the highest standards of efficiency, courtesy, and sanitation.

The successful Vendor must describe the criteria for general hiring as to screening, criminal background checks, or any other means of verification of employee information, or explain other means of ensuring the integrity of the Vendor's employees.

### 2. **Pricing**

UCF anticipates selecting multiple caterers to meet the broad range of needs of the University community, and does not expect any single vendor to satisfy all the needs of the members of the university community. However, each Successful Vendor must provide pricing which is reasonable and competitive with other vendors providing similar Catering Services.

### 3. Invoice/Payments

Successful Vendor must submit a detailed invoice for Catering Services to the ordering department, and in detail sufficient for a proper pre-audit and post-audit. The ordering department will also initiate payments to the Successful Vendor. Successful Vendor must have the ability to accept either of the following forms of payment: Visa credit card (University procurement card), UCF Purchase Orders (payment of which is made by University or DSO check). Under no circumstances will the university or DSO's make payments to Vendors in cash. Event Centers reserve the right set its own Invoice/Payment procedures. Successful Vendors must adhere to those Invoice/Payment policies.

### 4. Management

The Successful Vendor will provide an adequate management staff qualified in the area of food service for both the administrative and the operational duties and responsibilities for managing the Catering Services. UCF prefers management that has been trained and has experience in this service area with experience in an urban setting.

### 5. Uniforms

Successful Vendor's delivery personnel present on UCF Campuses and catering locations must wear clean and suitable uniforms that are readily recognizable as uniforms of the Successful Vendor and include the name of the Successful Vendor. Service or wait staff must be dressed as directed by the ordering department.

### 6. Customer Service

Recognizing that the success of the Successful Vendor on campus is dependent on a favorable response from the University Community, the Successful Vendor will maintain good public relations with the University Community and maintain good working relationships with UCF's Business Services Office. The Successful Vendor will promote consistent and effective communication, as well as facilitate resolution of issues with the customer and with UCF's service areas and ordering departments. Vendor should provide policies and procedures, or other applicable documents, in its Proposal that illustrate the Vendor's policies and customer service options.

### 7. Orders

Successful Vendor must be able to accept regular orders up to seventy-two (72) hours prior to the time of the event. Orders placed less than seventy-two (72) hours from the event will be considered "rush" orders, and will be accepted at the sole discretion of Successful Vendor. A "rush" fee may be assessed by Successful Vendor on all "rush" orders.

### 8. Cancellations

Orders may be changed/cancelled by UCF up to seventy-two (72) hours prior to the time of an event, without penalty. Successful Vendor may assess a "change/cancellation" fee for orders changed/cancelled less than seventy-two (72) hours from the time of an event, however, the change/cancellation fee will be credited towards a future order placed by UCF with Successful Vendor.

### 9. Clean up and Equipment Removal

For catered events where set up by Successful Vendor is required, it is the obligation of the Successful Vendor to remove all equipment supplied by Successful Vendor, and Successful

Vendor is expected to clean up all food or other items supplied by Successful Vendor no later than thirty (30) minutes after the conclusion of the designated event time. Equipment includes, but is not limited to: tents, tables, chairs, serving equipment, china, linens and decorations. Successful Vendor will be charged one hundred fifty (\$150.00) per day for storage of any Equipment if not removed from UCF premises by the conclusion of an event. UCF is not obligated to store any private property at any time. UCF is not responsible for any Equipment left on the premises of any UCF campus or catering location.

#### 10. Complaints

Should the UCF Business Services Representative receive three (3) separate complaints from ordering departments regarding Successful Vendor's Catering Services, UCF may terminate this Contract, effective immediately. UCF's Purchasing Services Department may also declare Successful Vendor ineligible to enter into further contracts with UCF.

UCF may also terminate this Contract, effective immediately, for any single incident determined by UCF (in its sole discretion) to be an egregious or flagrant act of misconduct by Successful Vendor or its' employees. Examples of such misconduct may include intentional, careless, or reckless damage of UCF property, engaging in any kind of illegal activity, price gouging, price misquoting, or gross acts of insubordination.

#### 11. Communicating with UCF Business Services

- i. Successful Vendor will consider and implement any operational and/or procedural changes in a reasonable time period when asked to do so in writing by the UCF Business Services Representative. The Successful Vendor will direct its concerns with policy issues and other related concerns to the UCF Business Services Representative.
- ii. The Successful Vendor will advise the UCF Business Services Representative in writing of any property damage, theft, or any safety hazard immediately upon discovery, and the UCF Business Services Representative will contact the appropriate departments, such as UCF Police Department, to inform them of the issues.
- iii. If applicable, the Successful Vendor will notify the UCF Business Services Representative in writing of any critical or adverse safety or health violation or inspection, and/or employee safety or health violation or inspection, immediately upon discovery. The Successful Vendor will also advise how it will take action to correct these problems in a written action plan to be forwarded to UCF Business Services Representative within twenty-four (24) hours (or sooner, if necessary); and discuss all pertinent issues, solutions and time constraints involved with UCF Business Services Representative.

**APPENDIX I  
EVALUATION SCORING SHEET**

**NAME OF RESPONDENT COMPANY** \_\_\_\_\_

**INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:**

1. Evaluate each offer on a separate form.
2. Work independently and do not discuss the Offers or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the **Purchasing Representative named in section 2.1.**

<b>Evaluation Criteria</b>	<b>Max Points</b>	<b>Points Awarded</b>
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	35	
2. MENU SELECTION, SERVICE OPTIONS, PRICING AND ADDITIONAL BENEFITS	45	
3. CONFORMANCE TO ITN'S PREFERRED CONDITIONS AND REQUIREMENTS (FAILURE TO CONFORM TO ITN'S MANDATORY CONDITIONS AND REQUIREMENTS MAY RESULT IN REJECTION OF PROPOSAL) Section 2.0	20	
<b>Evaluation of Responses Point Total</b>	<b>100</b>	
Comments, if any:		

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

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

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

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

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

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



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

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>RESPONDENT INITIALS</u>
2.39**Non-negotiable**	_____	_____	_____
2.40	_____	_____	_____
2.41	_____	_____	_____
2.42**Non-negotiable**	_____	_____	_____
2.43	_____	_____	_____
2.44	_____	_____	_____
2.45	_____	_____	_____
2.46	_____	_____	_____
2.47	_____	_____	_____
2.48	_____	_____	_____
2.49 **Non-negotiable**	_____	_____	_____
2.50	_____	_____	_____
3.0	_____	_____	_____
4.0	_____	_____	_____

**RESPONDENT COMPANY NAME** \_\_\_\_\_

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

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

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

### APPENDIX III

#### CERTIFICATE OF NON-SEGREGATED FACILITIES

We, \_\_\_\_\_ certify to the University of Central Florida that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services, under our control, where segregated facilities are maintained. We understand and agree that a breach of this certification is a violation of the Equal Opportunity clause required by Executive order 11246 of 24 September 1965.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash room, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

We, further, agree that (except where we have obtained identical certifications from offered subcontractors for specific time periods) we will obtain identical certifications from offered subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that we will retain such certification in our files; and that we will forward the following notice to such offered subcontractors (except where the offered subcontractors have submitted certifications for specific time periods):

NOTE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certificate of Non-segregated Facilities, as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each sub-contract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

**NOTE: Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.**

### APPENDIX III

#### CERTIFICATE OF NON-SEGREGATED FACILITIES

##### SUBPART - CONTRACTOR'S AGREEMENTS

**SEC. 202.** Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees

to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoiced as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**SEC. 402 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:**

- (1) The contractor agrees to comply with the affirmative action clause and regulation published by the US Department of Labor implementing Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, and Executive Order 11701, which are incorporated in this certificate by reference.

**RESPONDENT COMPANY NAME** \_\_\_\_\_

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

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

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

**APPENDIX IV**

**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.

Vendors 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. The certifications must be submitted to the UCF Purchasing Department prior to providing any goods or services required under the resulting contract.** Noncompliance with this provision may constitute rejection of proposal or termination of a contract at UCF's sole discretion.

**CERTIFICATION**

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

Company: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX V CATERING SERVICES FORM

Company Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Days/Hours of Operation: \_\_\_\_\_

1. Please indicate if you can provide quality services for the catering event listed by checking "Yes."
2. If you do not want to be considered to provide a particular catering event, please check "No."

CATERING EVENT	YES	NO	COMMENTS (IF ANY)
Catering Services:			
• Continental Breakfast			
• Full Service Breakfast			
• Boxed Lunch			
• Full Service Lunch			
• Full Service Dinner			
• A.M. break menu			
• P.M. Break Menu			
Special Event Receptions:			
• Hot Hors d'oeuvres			
• Cold Hors d'oeuvres			
• Live Cooking Stations			
• Specialty Stations (e.g., raw bar, cheese etc.)			
Beverage and Bar Service to include:			
• Wine and Beer			
• Alcohol Bottle Service			
• Mixers			
• Juices			
• Coffee/Tea Service			
• Soft Drinks			
• Water			
Caterer will Provide Set Up for Each Event Including:			
• Wait Staff			
• Chef			
• Bartenders			
• China			
• Flatware			
• Disposable Ware			
• Glassware			
• Chaffing Dishes			
• Coffee Pots			
• Small Appliances (e.g., toasters, etc.)			
• Ice/Coolers			

<b>CATERING EVENT</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS (IF ANY)</b>
• Tables			
• Chairs			
• Table Linens/Skirting			
• Furniture			
• Centerpieces			
• Buffet Décor			
• Other Set-up items (please list):			
•			
•			
Cultural/Ethnic Food Please List:			
•			
•			
•			
•			
•			
Delivery:			
• Order Delivery/Set-up			
• Order Drop Off			
Dietary Restrictions/Consideration:			
• Vegan			
• Kosher			
• Nut Allergy			
• Gluten-Free			
Rush orders (less than 72 hours' notice)			<b>List Rush Order Fee \$</b>
Cancellation fee )less than 72 hours' notice)			<b>List Cancellation Fee \$</b>
Payments Types Accepted			
• Visa Credit Card (UCF Procurement Card)			
• UCF Purchase Order			
• University Check			
• DSO Check			
• Electronic Fund Transfer			
Ability to Provide Service to Following Locations (See Appendix VII for location addresses)			
• UCF Altamonte Springs			
• UCF Cocoa			
• UCF Daytona Beach			
• UCF Leesburg			
• UCF Ocala			
• UCF Palm Bay			
• UCF Sanford/Lake Mary			
• UCF South Lake			
• UCF Valencia Osceola			
• UCF Valencia West			
• UCF College of Medicine			

• UCF Executive Development Center			
• UCF Rosen College of Hospitality Management			
• UCF Center for Emerging Media			
• Florida Solar Energy Center			



**APPENDIX VI**  
**University of Central Florida**  
**Catering Documentation Checklist**

This is a list of required documentation by the University of Central Florida to provide Catering Services to the UCF main campus and catering locations listed in Appendix VII. All the documents below are required to be filled out completely and must be up-to-date. Expired documents will not be accepted. All paperwork must be submitted.

**Required Copy of Licensing and Training:**

- State of Florida Business License
- Florida County Business License (Seminole, Orange, Lake etc.)
- Florida County Health Department Certificate
- State of Florida Liquor License, if applicable
- Occupational License
- TIPS Training Certificate

**Required Copy of Current Insurance Policies:**

- Risk and Liability Insurance  
An all risk insurance policy including comprehensive general bodily injury liability (\$1,000,000 each person, \$1,000,000 each occurrence, \$1,000,000 aggregate) and property damage liability (\$1,000,000 each occurrence and \$1,000,000 aggregate).
- Comprehensive Automobile Insurance  
A comprehensive automobile liability insurance, bodily injury liability, (\$1,000,000 each person, \$1,000,000 each occurrence), and property damage liability (\$1,000,000 each occurrence).
- Workman's Compensation Policy  
Must cover employees, agents, representatives and volunteers working on catered events.

**Other Required Documentation:**

- W-9 Form

## APPENDIX VII Catering Locations

UCF Altamonte Springs 850 S. State Road 434, Suite A426 Altamonte Springs, FL 32714-0860	UCF Sanford/Lake Mary 100 Weldon Blvd. Partnership Center Sanford, FL 32773
UCF Cocoa 1519 Clearlake Road Building 3 Cocoa, FL 32922	UCF South Lake 1250 North Hancock Road Clermont, FL 34711
UCF Daytona Beach 1200 W. International Speedway Blvd. Daytona Beach, FL 32114	UCF Valencia Osceola 1800 Denn John Lane Building 4, Room 234 Kissimmee, FL 34744
UCF Leesburg Health Science Centre, 110 9501 U.S. Highway 441 Leesburg, FL 34788	UCF Valencia West 1800 South Kirkman Road Building 11, Room 104 Orlando, FL 32811
UCF Ocala 3001 S.W. College Road Ocala, FL 34474	UCF College of Medicine 6850 Lake Nona Blvd. Orlando, FL 32827
UCF Palm Bay 250 Community College Parkway Palm Bay, FL 32909	UCF Executive Development Center 36 West Pine Street Orlando, FL 32801
UCF Rosen College of Hospitality Management 9907 Universal Blvd. Orlando, FL 32819	UCF Main Campus 4000 Central Florida Blvd. Orlando, FL 32816
UCF Center for Emerging Media 500 W. Livingston St. Orlando, FL 32801	Florida Solar Energy Center 1679 Clearlake Road Cocoa, FL 32922-5703