

SUBMIT PROPOSAL TO: 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		University of Central Florida REQUEST FOR PROPOSAL Contractual Services Acknowledgement Form	
Page 1 of 33 Pages	PROPOSALS WILL BE OPENED		PROPOSAL NO:
	and may not be withdrawn within 120 days after such date and time.		1027RCSA
UNIVERSITY MAILING DATE: 4/2/2010	PROPOSAL TITLE: Snack Vending Services		
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER			
VENDOR NAME		REASON FOR NO PROPOSAL	
VENDOR MAILING ADDRESS			
CITY - STATE - ZIP CODE		POSTING OF PROPOSAL TABULATIONS Proposal tabulations with intended award(s) will be posted for review by interested parties at the location where the proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in UCF Regulation 7.130(5), 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 proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the state of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the proposer.

GENERAL CONDITIONS

1. SEALED PROPOSALS: All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

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

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

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED), TITLE

4. **PROPOSAL OPENING:** Shall be public, on the date, location and the time specified on the proposal form. It is the proposer's responsibility to assure that the proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A proposal may not be altered after opening of the proposals unless allowed by the Director of Purchasing in accordance with the rules of negotiation.

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

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

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

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

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

Vendors shall submit properly certified original invoices to:

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

Invoices for payment shall be submitted in sufficient detail for a proper preaudit and postaudit. Prices on the invoices shall be in accordance with the price stipulated in the contract at the time the order is placed. Invoices shall reference the applicable contract and/or purchase order numbers. Invoices for any travel expenses shall be submitted in accordance with the State of Florida travel rates at or below those specified in Sections 112.061 and 287.058 F.S. Travel Reimbursement must be made using the UCF Voucher for Reimbursement of Traveling Expenses available on the web at <http://www.fa.ucf.edu/forms/forms.cfm#>.

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

Interest Penalties: In accordance with UCF Policy 3-208, available on-line at <http://www.ucf.edu/president/policies.php>. Vendor interest penalty payment requests will be reviewed by the UCF ombudsman whose decision will be final.

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

The ombudsman shall review the circumstances surrounding non-payment and apply the rules outlined in the UCF Prompt Payment Compliance policy to:

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

(e) **Annual Appropriations:** The University's performance and obligations to pay under this contract are contingent upon an annual appropriation by the Legislature.

6. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the University of Central Florida, or any of its agencies. Further, all proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches. No person or firm who receives a contract to perform a feasibility study for potential implementation of a subsequent contract, participates in the drafting of a competitive solicitation, or develops a program for future implementation shall be eligible to contract with the University of Central Florida for any dealing with that specific subject matter in accordance with chapter 255, F.S. Proposers must disclose with their proposal any such conflict of interest.

7. **AWARDS:** As the best interest of the University of Central Florida may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

8. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal or performance of the items offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University of Central Florida reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

9. **LEGAL REQUIREMENTS:** Applicable provision of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the University of Central Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise: and lack of knowledge by any proposers shall not constitute a cognizable defense against the legal effect thereof.

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

11. **ASSIGNMENT:** Any Contract or Purchase Order issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

12. **LIABILITY:** The supplier shall hold and save the University, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

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

14. **PUBLIC RECORDS:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

15. **EQUAL EMPLOYMENT OPPORTUNITY:** The nondiscrimination clause contained in Section 202, Executive Order 11246 as amended by Executive Order 11375 relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

16. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprourement costs may be charged against your firm. Any violations of these stipulations may also result in:

- (a) Contractor's name being removed from the Purchasing Department vendor mailing list
- (b) All State agencies being advised not to do business with the contractors without written approval of the Purchasing Department.

17. **CANCELLATION:** The University shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.



UNIVERSITY OF CENTRAL FLORIDA

REQUEST FOR PROPOSAL NUMBER [1027RCSA](#)

FOR

[SNACK VENDING SERVICES](#)

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1.0 INTRODUCTION

1.1. Statement of Objective

The objective of this Request for Proposal (RFP) is to enable the University of Central Florida (UCF) to enter into an agreement with a vendor to provide snack vending services at the main campus and selected off campus locations. The snack vendor will provide a variety of snacks, including traditional items and healthy options, milk, hot coffee, hot beverages and ice cream products. This contract is for a five (5) year period with the option of the university to renew for three (3) additional one (1) year terms.

The Successful Proposer, if any, will enter into a contract with UCF that provides for the performance of all the mandatory conditions and requirements in this RFP and any proposed conditions and requirements that UCF prefers in this RFP or that UCF determines are in UCF's best interest.

1.2. Contract Award

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

1.3. UCF Environment

The UCF Student enrollment for the 2009-2010 academic year is currently at 53,537 compared to 42,745 for the 2004-2005 academic year. In addition UCF employs over 10,000 faculty and staff. On the main campus there are currently 6,537,203 square feet of building space on 1,415 acres.

1.4 UCF Contract Expectations

- A. The Proposer must have the ability, experience, and resources to efficiently and effectively operate a snack vending operation, as well as to enhance the future growth of vending services on the UCF Campus. The Successful Proposer will furnish, at no cost to the university, all of the vending machines, equipment, commodities, supplies, maintenance, labor, management and marketing necessary for the efficient and profitable operation of the vending operations on UCF Campus in the agreed upon locations. The university will not consider any proposal that requires the subsidizing of the operations by the university or a management fee type arrangement.
- B. The vending machines must be capable of continuously supplying the university community during regular business operational hours; day, evening, and weekend classes; semester breaks; and all other hours. Many of the vending machines will be available to the university community 24 hours a day, 365

days a year. The successful proposer will stock the machines, perform maintenance and repair services, and respond to requests for services, at a minimum, during the hours of 8 AM to 5 PM, Monday through Friday, excluding University holidays. The service component is extremely important to the university and as such the university will consider this a key component of the evaluation of this request.

- C. Proposer's Proposal shall include a minimum of 60 snack vending machines to be placed on the UCF Campus and affiliated locations. Presently, there are 71 vending machines; this also includes bill changers, on the UCF Campus in 51 buildings. Details as to existing machines, building locations, and type of machine are provided in **Exhibit A**. Proposer is encouraged to recommend additional or alternative vending machine placements on the UCF Campus. Exhibit B (Campus Map, illustrates the locations. Approximate annual snack vending sales for the last three years are:
- 2007 - \$304,000
 - 2008 - \$271,000
 - 2009 - \$248,000

1.5 Card System

- A. A minimum of 50% of the vending machines on the UCF Campus must be UCF card equipped **and/or** Debit/Credit Card Equipped at the time of installation, if this is not **possible** the successful vendor must notify the contract administrator in writing. The remaining 50% of the readers must be installed within 90 days of the start of the contract. The university system will utilize wireless technology to connect the UCF card to the host. Proposer must outline the type of technology that they will utilize for the Debit/Credit reader.
- B. The Proposer must participate in the University's card system. This card system provides a cashless debit transaction payment system for the purchase of vending snacks, food, and beverages on the UCF Campus. In most situations, card transactions are provided through readers that allow users to make purchases electronically with a swipe or insertion of a card. UCF cards are currently accepted at the majority of other retail or non-academic venues across campus, including on-campus facilities such as the University Bookstore, dining facilities, laundry facilities, convenience copiers, and printer services. Currently, most beverage and snack vending machines are equipped to accept the UCF Card. The card is operated within Business Services and is a campus wide system. Proposer will pay a 3% transaction fee on all purchases made by the UCF Card.
- C. The successful Proposer is also responsible for the purchase, maintenance, repair, installation, and replacement of UCF card readers on Proposer's vending machines; network (if required) to those vending machines; and for all associated costs. The successful Proposer is also liable for any maintenance or repair to the card equipment, or its infrastructure, that is necessary due to any negligence on behalf of the Proposer or its representatives.
- D. The UCF Card Office will provide the Proposer with a monthly statement of total transactions made in the Proposer's Vending Machines within five (5) days from the end of each month.

1.6 Debit/Credit Capability

- A. Additionally, the Successful Proposer will be responsible for ensuring that some of the Proposer's Vending machines are equipped with Debit/Credit capability. Credit/debit technology and associated sales have shown to increase sales and the reliability of the equipment has increased. Proposer and UCF Contract administrator will determine collaboratively the location for the UCF card and or Debit/Credit Card placement before installation and will review annually to assure correct continued placement.

1.7 Equipment

- A. All vending machine placements must be new vending machines, or like-new vending machines ("like-new vending machines" are those vending machines that are less than 3 years old and have been

refurbished immediately prior to installation at the UCF Campus pursuant to this competitive solicitation). Any replacements of vending machines or additions of vending machines during the contract term shall also be with new machines or UCF-approved like-new vending machines. At no time during the contract term will any vending machine on the UCF Campus be older than five (5) years. All vending machines installed at UCF must be Energy Star rated.

- B. Within eight (8) hours of notification, if notification is made before noon on weekdays, and within twenty-four (24) hours if notification is made after noon on weekdays, Proposer's service technician shall respond to and within twenty-four (24) hours begin repairs on any malfunctioning equipment.
- C. The Proposer will keep vending machines adequately serviced and supplied with fresh products and due care will be exercised to ensure that proper products correspond to vending selection. Based on technological feasibility, vending machines will not be operated in a "force vend" mode and instead will return customers' money if a selection is not available.
- D. In the event that Proposer does not repair equipment or does not keep vending machines supplied with products within three business days of notification from University, Proposer will agree that one of Proposer's management staff will personally contact University's Contract Administrator and will ensure that the situation will be corrected within twenty-four (24) hours.
- E. All equipment to be installed at the Campus shall be subject to inspection and approval by University prior to final installation and operation. All vending equipment interiors and exteriors will be cleaned routinely by Proposer to maintain appearance and help prevent pest infestation.
- F. Proposer will promptly (within three (3) business days) move or remove equipment at University's direction. Equipment will be moved immediately (within twenty-four (24) hours) if placement is deemed a fire or safety hazard in University's sole discretion.
- G. All vending machines shall have dollar bill acceptors, unless it is specifically agreed by the university to eliminate the unit in select locations.

1.8 Products

- A. The Successful Proposer shall provide a cost effective, high quality solution to the vending services that provides nutritional options and meets the needs of the university community. The Successful Proposer's products shall be of nationally known and accepted brands; furthermore, highly popular brands and/or new additions to the market will be furnished by the Proposer upon university's request. All brands available to Proposer should be included in Proposer's Proposal. Gum and any type of Gum product or product combinations that includes a gum substance are strictly prohibited from being placed in any vending or retail location at the University.
- B. The university has an exclusive Pouring Rights' contract currently with Coca Cola, which will end June 30, 2012; the university intends to award a new exclusive Pouring Rights' contract at that time. Based on that exclusivity, the Proposer is limited to providing milk, hot coffee, and hot beverages that are fresh brewed in their vendors. The Proposer's proposed list of vended Products can include the following item categories milk, hot coffee, specialty name branded flavored milk (i.e., 2% skimmed; chocolate milk; flavored milk).
- C. Using **Attachment B**, the Proposer shall provide a proposed list of vended products that includes the product, brand and for each product, the volume/weight, and price to the consumer. The Proposer's proposed list of vended Products **should** include the beverage item categories: milk and hot coffee, hot

chocolate, specialty name branded flavored milk (i.e., 2% skimmed; chocolate milk; flavored milk, frozen ice cream products.

- D. Proposer shall be responsible for compliance with all federal, state and local laws and regulations governing the handling of food products and procedures, and keep in effect all necessary licenses, permits and food handler's cards as required by law as related to equipment.
- E. Proposer agrees to establish an easy-to-access telephone number for promptly providing refunds due to machine malfunctions and/or spoiled product. Prominently located stickers must be placed on each machine detailing how refunds can be requested. All legitimate refund requests must be honored within five business days of receipt.
- F. **Changes to Vended Product** - Once the Product mix is approved by the university, the Proposer must get prior written approval from the Business Services contract representative before making any changes in the vended items.
- G. **Prices on Vended Products**. - Proposer's proposed list of vended products must include the price of each vended item proposed. The current pricing is as provided on Exhibit C. Proposer's proposed pricing of items may be less than or equal to the current pricing of comparable items, but proposed pricing of items may not be greater than the current pricing of comparable items. Proposer shall also propose initial pricing for any new or additional items that do not have comparable items on Exhibit C. Pricing for new or additional items added during the Contract term shall be based upon mutual agreement of the University and the Proposer.
- H. **Pricing Increases** - When the Successful Proposer desires price increases related to the vended products, the Proposer will submit the request for a price increase in writing with the reason for the requested increase and supporting documentation. Unless there are extenuating circumstances (as determined by the UCF), the University will not grant proposers request for price increases that exceed the average percentage increases implemented in vending machines located elsewhere near the UCF Campus.
- I. **Special Pricing** - Proposer will not furnish free or discounted pricing on any vended product to any individual or group at UCF without receiving prior written approval from the Business Services' contract administrator.

1.9 Implementation Plan

- A. **Operational Plan & Approach** - The Proposer must submit a detailed Operational Plan for the Vending Operations for the first twelve months of the Contract. The emphasis and details enclosed in the Operational Plan should provide an in-depth analysis and description of the proposed services with immediate and phased-in solutions and marketing initiatives.
- B. **Transition** - The Proposer must submit a project schedule for a smooth transition from the current contract and/or Proposer, which ensures uninterrupted service to the University community. The transition project schedule should include the dates for installation of vending machines at each location.
- C. **Contain/Reduce Pricing** -The Proposer should specifically address in its Operational Plan the actions the Proposer would take in order to maintain or reduce pricing of vended product while achieving maximum sales volumes.

1.10 Marketing

- A. The Proposer must propose marketing strategies in sufficient detail that would encourage the purchase of the vended products on the UCF Campus. The Proposer should also provide details on Marketing/Communication events for Vending Services Awareness effort. The Proposer will ensure the use of appropriate signage, personnel, and any other means of marketing communication when communicating with the University Community regarding its vended products and vending services.

1.11 Vending Commissions

Proposer must describe how it would compensate the University for this Competitive Solicitation, as well as detail any applicable charges or fees, and cost benefits to the University. Proposer must specifically describe vending commissions, charges, costs, and types of discounts or cost benefits being offered to the University and any other related financial data for consideration. The vending commissions must be based on the gross sales of Products less the sales tax paid to the State by the Proposer on the sale of the products to the consumers. If the Proposer offers varying commission rates per product type, the Proposer must clearly state the rate structure, and provide the rationale for such a rate structure in its Proposal. Proposer shall submit a proposal outlining the commission structure for each year of the Contract. In the event the Contract is extended for additional years the university and the successful vendor will agree to negotiate the terms of the extension with regards to the commission structure.

1.12 Reports/Records/Retention

- A. Monthly Vending Operation Reports- The Successful Proposer will provide the University with monthly reports, on or before the 15th day of the end of the month, which will include, at a minimum, the following information for each UCF Machine”

- Sales by machine types and location
- Sales by specific product SKU, bottle/can
- Gross revenue per machine
- Tax amounts paid to the State
- Applicable Commission rates
- Commission amounts (per Product, per Vending Machine, and Total)
- Method of Customer Payment (cash, Credit, Debit, UCF Card)

Sample Monthly Report -Proposer must provide a proposed sample monthly report based on the details required above.

- B. Annual Report -The Successful Proposer will maintain separate accounting records for its operations conducted at the University as a result of the Contract. At the end of each Contract Year, and at the end of the Contract if terminated early by either party, the Proposer will furnish the University, at a minimum, a summary of the Sales and Commission paid for each month of that Contract Year on the UCF Campus, no later than 30 days after the end of the Contract Year or effective date of termination. The Successful Proposer will keep the related accounting records on file at the Proposer’s office for accessibility and for review or audit upon UCF’s request. Proposer must submit a Sample Annual Report with its Proposal.

- C. Reconciliation - The Successful Proposer must reconcile the reports on sales; UCF Student Card, debit card and credit card transactions; and cash collected on a regular basis. Proposer must state in its Proposal the frequency in which it will reconcile such reports.

- D. Retention of Records and Audits - The Successful Proposer is strictly accountable for all receipts, disbursements, collections, refunds, delinquency and any applicable reports related to vending operations and will reconcile these records and reports with the designated Business Services Representative as required. The Proposer must keep these accounting records on file at the Proposer's office for accessibility and for review or audit upon demand with or without prior notification by UCF for the term of the Contract and for three (3) years thereafter.
- E. Additional Reports or Data - The University may request additional data or reports, the Proposer must provide requested data and reports in a reasonable amount of time. If permanent changes need to be made in the data included in the monthly reports because additional information is required, the Proposer will collect and provide such data and/or reports to the University on a continued basis.
- F. Meetings - No later than two months after the end of proposer's fiscal year of operation, Proposer will provide an overview outlining the previous year's performance, national, regional, and local trends, and performance goals for the upcoming year. In addition the University and the successful vendor will have quarterly-scheduled meetings to discuss performance, service and/or operational issues that need to be addressed.

2.0 GENERAL CONDITIONS

2.1. Authorized UCF Representative/Public Notices/UCF Discretion

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

Ray Puskas
Purchasing Department
12479 Research Parkway
Orlando, FL 32826-3248
rpuskas@mail.ucf.edu
PH: 407-823-2661
Fax: 407-823-5551

Advance notice of public meetings regarding this RFP, if UCF determines in its sole discretion whether any such meetings will be held, will be in writing and posted in UCF's Purchasing Department, 12479 Research Parkway. UCF reserves the sole discretion over the conduct of such meetings and the extent, if any, that public attendees may participate in such meetings. UCF also reserves the right and sole discretion to REJECT any proposal at any time on grounds that include, without limitation, either that a proposal is nonresponsive to the RFP or is incomplete or irregular in any way, or that a responsive proposal is not in UCF's best interest.

2.2. Approximate Calendar of Events

Listed below are the dates and times by which stated actions should be taken or completed. If UCF

determines, in its sole discretion, that it is necessary to change any of these dates and times, it will issue an Addendum to this RFP. All listed times are local time in Orlando, Florida.

Date/Time	1. Action
April 5, 2010	Request for Proposal advertised
April 5, 2010	Request for Proposal released
April 19, 2010 @ 5:00 p.m.	Last Day to submit communications and/or inquiries in writing only; preferably by email to rpuskas@mail.ucf.edu
April 26, 2010	2. Responses to inquiries and Addenda, if any, mailed to Proposers
May 10, 2010 @ 2:00 p.m.	Deadline for Proposal submission at 2:00 p.m. (RFP opening)

2.3. Proposer Communications and/or Inquiries

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

The Proposer's failure to communicate, inquire, or request changes by the date described above shall be considered to constitute the Proposer's acceptance of all of UCF's conditions and requirements. Proposers shall not be silent on concerned conditions and requirements before the deadline identified in this section and section 2.2 with the hope of negotiating a change to those conditions and requirements after tentative award of a contract resulting from this RFP.

Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to the deadline identified in this section. In the event said differences are not resolved prior to submitting a proposal, proposer must so indicate on Appendix II, Conditions and Requirements Supplemental Proposal Sheet the specific RFP section in dispute, and provide a clear and detailed reason for the dispute and a solution to the dispute, in their proposal. Clearly annotate on Appendix II next to the disputed section number where that particular dispute discussion is located in the proposal, and submit said Appendix II with the proposal.

Failure to submit Appendix II showing disputed sections, if any, and/or clear and detailed reason for the dispute, if any, with your proposal shall be grounds for rejection of that proposal. UCF will attempt to negotiate resolution of any unresolved disputes with the tentative awardee of any contract resulting from this RFP. If the university, after attempting to negotiate a resolution to the terms and conditions or any other dispute determines there are no reasonable agreeable resolution, shall in the universities sole discretion exercise its rights to reject the tentative awardee's proposal and proceed to negotiate with the next highest ranked proposer.

UCF shall in its sole discretion determine what requested changes to this RFP and the resulting agreement are acceptable. UCF shall issue an Addendum reflecting the acceptable changes to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

- B. Any communications, questions and/or inquiries from the Proposer concerning this RFP in any way must be submitted in writing to the individual identified in Section 2.1 not later than **April 19, 2010 @ 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 Proposer who is submitting the inquiry.

2.4. Proposers' Conference and Site Visit

N/A.

2.5. Written Addenda

Written Addenda to this RFP along with an Addenda Acknowledgment Form will be mailed to all Proposers. The Addenda Acknowledgment Form shall be signed by an authorized representative of the Proposer, dated and returned with the proposal.

2.6. Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, "Required Proposal Format". Proposals are due at the time and date specified in Section 2.2, "Calendar of Events" and must be received by UCF's Authorized Representative in UCF's Purchasing Department, Orlando Tech Center, 12479 Research Parkway, Orlando, FL 32826, no later than **2:00 p.m.** on **May 10, 2010** according to the time clock in UCF's Purchasing Department. Proposals or amendments to proposals that arrive after 2:00 p.m. on May 10, 2010 will not be accepted/considered for any reason whatsoever. Telephone, including facsimile and electronic mail, and telegraphic proposals and/or amendments to proposals shall not be accepted at any time. At **2:00 p.m.** on **May 10, 2010**, all timely proposals will be opened for the sole purpose of recording the names of the Proposers submitting written proposals.

If it elects to mail in its proposal package, the Proposer must allow sufficient time to ensure UCF's proper receipt of the proposal package by the time specified above. Regardless of the form of delivery, it is the responsibility of the Proposer to ensure that the proposal package arrives at UCF's Purchasing Department no later than **2:00 p.m.** on **May 10, 2010**.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above. Proposals must be delivered in sealed envelopes clearly marked: **SNACK VENDING SERVICES, RFP# 1027RCSA.** The proposal must be 6 hard copies and 1 electronic. Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled "REQUEST FOR PROPOSAL ACKNOWLEDGMENT FORM (Form RFP/CS)." The copy containing the original signature must be marked "ORIGINAL."

2.7. Proposal Opening Date

Proposals will be opened in UCF's Purchasing Department on the date and at the time shown in Section 2.2, "Calendar of Events."

2.8. Evaluation Criteria and Selection Process

- A. UCF reserves the right to conduct negotiations if the decision maker (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. Discussions with offerors after receipt of a proposal do not constitute a rejection or counteroffer by UCF.
- B. UCF reserves the right to conduct negotiations with the highest ranked offeror(s). In the event the decision 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 proposals. The committee will review all responsive proposals and develop a ranked order of offerors based on the points given each evaluation criteria contained herein;
 2. Develop the acquisition plan (strategy to award with or without negotiations) after review of proposals;
 3. Ensure consistency among the solicitation requirements, notices to offerors, proposal preparation instructions, evaluation criteria, solicitation provisions or contract clauses, and data requirements;
 4. Ensure that proposals are evaluated based solely on the evaluation criteria contained in the solicitation;
 5. Consider the recommendations of the evaluation committee in determining which proposer(s) to enter into negotiations; and
 6. Select the negotiation team. This can be the evaluation team or any other individual(s) the decision maker deems necessary for the acquisition. The negotiation team will invite the highest ranked offeror(s) falling within the desired competitive range to enter into negotiations.
- C. All proposals shall be initially evaluated based on weighted criteria set forth in the table below by members of an evaluation committee. Such committee shall consist of three (3) or more individuals who have expertise regarding, or some experience with, the subject matter of the RFP or, if none, then individuals who could be characterized as recipients, beneficiaries, or users of the RFP's subject matter. The Vice President/Dean or his/her written designee(s) will appoint the evaluation committee members. 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 proposals. After proposal opening, each evaluation committee member shall function independently of all persons including, without limitations, the other committee members, and, throughout the entire evaluation process, each evaluation committee member is strictly prohibited from meeting with or otherwise discussing this RFP and any aspect thereof including, without limitation, the proposals and their content with any other individual whatsoever. Each evaluation committee member shall conduct an independent evaluation of the proposals in accordance with the weighted evaluation criteria set forth in the following Table A:

Table A – Evaluation of Responses

a) Criteria	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	10
2. PLAN FOR PROVIDING SERVICE	25
3. COMMISSIONS AND INCENTIVES	30
4. MANAGEMENT AND IMPLEMENTATION PLAN	25
5. REFERENCES	10
Evaluation of Responses Point Total	100

Each evaluation committee member must independently score, in writing, each proposal on the form depicted in **APPENDIX I**. Each evaluation committee member shall enter comments, if any, regarding the proposal and then sign the completed score forms and deliver them, in a sealed envelope, to [Ray Puskas](#), who will forward copies to the [Vice President of Administration and Finance](#), or his/her designee. At the time of such delivery to [Ray Puskas](#), the evaluation committee member shall cease to participate further in this RFP process unless expressly requested otherwise by [Vice President of Administration and Finance](#).

The [Vice President of Administration and Finance](#) shall review, in the manner and to the extent he/she deems reasonable under the circumstances, the RFP, the proposals, and committee members' scoring forms. While not bound to them, the [Vice President of Administration and Finance](#) may give deference to the scoring forms. Based on what the [Vice President of Administration and Finance](#) determines is in the best interest of UCF, the [Vice President of Administration and Finance](#) will then make the final decision whether or not to recommend the award of a contract to a Proposer to this RFP, negotiate with the highest ranked proposer(s) or cancel the RFP.

The [Vice President of Administration and Finance](#) may, at any time during this RFP process, assign one (1) or more UCF staff member(s) to assist the [Vice President of Administration and Finance](#) review prior to his/her decision-making in this process. UCF is not obligated to make an award under or as a result of this RFP or to award such contract, if any, on the basis of lowest cost or highest commission proposed. UCF reserves the right to award such contract, if any, to the Proposer(s) submitting a proposal that UCF, in its sole discretion, determines is in UCF's best interest.

2.9. Posting of Recommended Selection

The recommendation to award a contract, if any, to a Proposer(s) to this RFP will be posted for review by interested parties in the Purchasing Department and will remain posted for a period of seventy-two (72) hours (three (3) business days).

- A. If the Proposer desires to protest the recommendation to award a contract, if any, the Proposer must file with UCF:
 1. A written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended award. UCF shall not extend or waive this time requirement for any reason whatsoever.

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

B. Failure to file in writing either a notice of intent to protest or a formal protest by petition within the time prescribed in UCF Regulation 7.130(5), shall constitute a waiver of proceedings under that regulation.

A. A formal written protest by petition must be accompanied by a Protest Bond payable to UCF in the amount of \$10,000 or 10% of UCF's estimate of the total value of the proposed contract, whichever is less. The form of the Protest Bond shall be a cashier's check or money order made payable to UCF.

B. In addition to all other conditions and requirements of this RFP, UCF shall not be obligated to pay for information obtained from or through the Proposer.

2.10. Proposal Validity Period

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

2.11. Disposition of Proposals

All proposals become the property of the State of Florida, and the State of Florida shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to UCF with the proposal that are copyrighted or expressly marked as "confidential", "proprietary", or "trade secret", will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. UCF's selection or rejection of a proposal will not affect this exemption.

2.12. Economy of Presentation

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

2.13. Restricted Discussions/Submissions

From the date of issuance of the RFP until UCF announces its intent to negotiate, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of UCF except as expressly requested by UCF in writing. Violation of this restriction will result in REJECTION of the Proposer's proposal.

2.14. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any UCF employee. Only those communications that are in writing from the

authorized UCF representative identified in Section 2.1. of this RFP that have been approved in writing by UCF's President or the President's designee shall be considered as a duly authorized expression on behalf of UCF. Only communications/inquiries from the Proposer that are signed in writing and delivered on a timely basis, i.e., not later than 5:00 p.m. on April 19, 2010 will be recognized by UCF as duly authorized expressions on behalf of the Proposer.

2.15. State Licensing Requirements

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

2.16. Parking

The successful Proposer, if any is selected by UCF, shall ensure that all vehicles parked on campus for purposes relating to work resulting from this RFP shall have proper parking permits. All vehicles must be registered with UCF's Parking Services Department, and Proposer must purchase parking permits. Proposer's vehicles shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all UCF's parking rules and regulations could result in tickets and/or towing at the expense of Proposer or Proposer's employee. For additional parking information, contact UCF's Parking Services Department at (407) 823-5812.

2.17. Definitions

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

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

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

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 RFP and the Vendor's proposal.

Project Manager - After contract award a liaison from the user department will oversee the contractor's performance and report as needed to the contract administrator. The Project Manager is Peggy Howse.

2.18. Procurement Rules

- A. UCF has established for purposes of this RFP that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by UCF. A deviation is material if, in UCF’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory conditions requirements.
- B. The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal, but may result in the proposal being considered as not in the best interest of UCF.
- C. The Proposer must comply with instructions cited in section 2.3. Also, the Proposer must initial the designated item, using APPENDIX II, indicating that this section has been understood and agreed or disagree upon.
- D. The Proposer is solely responsible for the accuracy and completeness of its proposal. The Proposer’s errors or omissions, if any, are solely at the risk of the Proposer and may be grounds for UCF’s REJECTION of the proposal.

2.19. Force Majeure

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

2.20. Limitation of Remedies, Indemnification, and Insurance

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

Under this RFP and the resulting contract, if any, the Proposer must hold UCF and those in privity with UCF, and their officers, employees, and agents harmless from and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings and judgments from claims arising or resulting from the acts and omissions of the Proposer and those under the Proposer’s supervision and control; provided, however, such indemnification shall not include any amounts for

consequential damages and shall be limited to proven damages in an amount not to exceed the required insurance policy limits of the Proposer.

- C. The Proposer shall obtain, maintain, and pay for insurance in the categories listed in the following insurance schedule. It is not the intent of this schedule to limit the types of insurance otherwise required by this RFP or that which the Proposer may desire to obtain. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule below. All such insurance policies must be with insurers qualified to do business in Florida. The insurance shall cover all of the Proposer's operations under the contract resulting from this RFP, if any, and shall be effective throughout the effective period of such contract. UCF, its Board of Trustees, the Florida Department of Education, and the State of Florida, shall be included as additional named insureds on each of Proposer's policies. **The Proposer shall furnish UCF proof of Proposer's insurance coverage by original ACORD certificates of insurance no later than five (5) days after the contract resulting from this RFP, if any, is executed. Before commencement of work under the contract resulting from this RFP, if any, the Proposer shall submit evidence that it and all of its subcontractors, if any, have obtained full insurance coverage set forth in the following schedule.** See also Section 2.30 below entitled "Subcontracts." UCF shall always be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any of Proposer's or Proposer's subcontractors' insurance policies. The payment of such deductible shall be the sole responsibility of the Proposer and/or Proposer's subcontractor that obtained the insurance. The Proposer shall always promptly notify UCF of any change in insurance coverage or carrier by it or any of its subcontractors. See also Section 2.30 entitled "Subcontracts."

SCHEDULE:

Policy	Coverage
(a) Worker's Compensation	Statutory
(b) *Comprehensive General Liability Insurance:	
(1) Bodily Injury Liability	\$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(c) Comprehensive Automobile Liability Insurance:	
(1) Bodily Injury Liability	\$1,000,000 each occurrence
(2) Property Damage Liability	\$1,000,000 each occurrence
(d) Excess Umbrella Liability	
(1) Combined Single Limit Bodily Injury	\$3,000,000 each occurrence
(2) Injury and/or Property Damage	\$3,000,000 aggregate
(e) *Comprehensive Liability to include but not be limited to:	
(1) Consumption or Use of Products	
(2) Existence of Vehicles, Equipment or Machines on Location	
(3) Contractual Obligations to Customers	

- D. **WORKER'S COMPENSATION:** During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2.21. Term of Contract

The contract resulting from this RFP, if any, will be for a **5** year period beginning approximately **August 1, 2010** with UCF and the selected service provider having the option to renew for an additional **three (3) one (1) year** periods pending university approval and consent of provider.

2.22. Cancellation /Termination of Contract

Any contract established as a result of this RFP may be unilaterally canceled by UCF for refusal by Proposer to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Proposer in conjunction with this RFP or the resulting contract. UCF also may terminate such contract resulting from this RFP, if any, without cause on thirty (30) days advanced written notice to the Proposer. The parties to such contract may terminate the contract at any time by mutually consenting in writing. Either party may terminate such contract immediately and also for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party.

2.23. Assignment and Amendment of Contract

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

2.24. Independent Parties

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

2.25. Performance Investigations

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

2.26. Severability

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

2.27. Notices

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

2.28. Governing Law and Venue

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

2.29. Liaison

UCF's liaison with the successful Proposer, if any, shall be Peggy Howse.

2.30. Subcontracts

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

2.31. Employment of UCF Personnel

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

2.32. Equal Opportunity Statement

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

- A. The provisions of Executive Order 11246, September 24, 1965, as amended by Executive Order 11375, and the rules, regulations and relevant orders of the Secretary of Labor that are applicable to each order placed against the contract resulting from this RFP, if any, regardless of value.

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

2.33. Waiver of Rights and Breaches

No right conferred on UCF by this RFP or resulting contract, if any, shall be deemed waived and no breach of any such contract excused, unless such waiver of right or excuse of breach shall be in writing and signed by UCF's signatory. UCF's waiver or excuse of a breach by the other party shall not constitute a waiver or excuse of any other breach.

2.34. Headings Not Controlling

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

2.35. Employee Involvement/Covenant Against Contingent Fees

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

2.36. Site Rules and Regulations

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

2.37. Travel Expense

Proposer shall not under this RFP or any resulting contract charge UCF for any travel expenses, meals, and lodging without UCF's prior written approval. Upon obtaining UCF's prior written approval, Proposer may be authorized to incur travel expenses payable by UCF to the extent and means provided by Sections 287.058(1) and 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

2.38. Annual Appropriations

UCF's performance and obligation to pay under any contract resulting from this RFP will be subject to and contingent upon the availability of funds appropriated by the Florida Legislature or otherwise lawfully expendable for the purposes of such contract for the current and future periods (Section 287.0582, Florida Statutes). UCF shall give notice to Proposer of the non-availability of such funds when UCF has knowledge thereof. Upon receipt of such notice by Proposer, Proposer shall be entitled to payment only for those services performed prior to the date notice is received.

2.39. Taxes

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

2.40. Contractual Precedence

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

- A. University's RFP and RFP specifications;
- B. the Agreement;
- C. Proposer's RFP response; and
- D. any other attached documents signed by the University's official signatory at the time the Agreement is executed.

2.41. 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 bid and subsequent contract award.

3.0 REQUIRED PROPOSAL FORMAT

3.1. Introduction

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

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

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

3.2. Proposal Sections

The Proposer shall organize its proposal into the following major sections.

1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER:

- A. The Proposer shall provide a general statement of experience, which shall include a verifiable statement and description of the Proposer's experience in providing vending services to a university and/or large multi-building facility. The statement also shall provide a list of current client accounts which are located in the United States. Client account information shall include contact name, address, phone number, length of service, and dollar volume of each account.**
- B. Ability of Proposer's organization to meet the vending needs of the main campus of UCF and affiliated locations in Orlando.**
- C. List primary officers and support staff of the organization.**
- D. The Proposer will provide a chart of the company's organization and a description of corporate structure and chain of ownership of company to ultimate parent corporation, and all subsidiaries. List total number of employees, include job titles. Indicate experience of individual(s) who will be assigned to the UCF account; include resume(s).**
- E. Number of years experience in providing vending service as described in paragraph 1.A above. At least three (3) years of experience is required.**
- F. Provide detail of licenses and Health Department Certification for milk products.**

2. PLAN FOR PROVIDING SERVICES:

- A. The Proposer shall present evidence of the firms' capabilities to provide the service and support outlined.**
- B. Proposer will provide a healthy and varied selection of snacks and milk, hot coffee, specialty name branded flavored milk (i.e., 2% skimmed; chocolate milk; flavored milk. The selections for limited vendors shall also include fresh, prepared and pre-packaged foods, fruits, and vegetables.**
- C. The vending selection will be reviewed annually with the Contract Administrator to assure that the proper mix of products is meeting the needs of the customers.**
- D. The license held shall have the ability to provide milk products.**
- E. Proposer will provide a complete description of product offerings to be sold. Proposer should also describe any proposed promotions, specials, or other food service innovations that it intends to implement to encourage and foster business.**

3. COMMISSIONS AND INCENTIVES:

- A. Proposer should outline any additional incentives to be provided including conversion incentives, behavior-driven program incentives, and/or tiered program growth incentives. Conversion incentives are encouraged. Vendor will provide percentage of commission that will be paid and the amount of the minimum annual guaranteed commission for each Contract Year.**

4. MANAGEMENT- IMPLEMENTATION PLAN

- A. Proposer shall submit a detailed plan for the operation and management of the vending contract to include specific detail on the customer service and support function.**
- B. Proposer may provide additional statements and information which support its proposal.**
- C. Marketing- Proposer shall give specific examples on how they will market and promote the vending opportunities that are being proposed.**
- D. Detailed plan on approach to implement and transition to new vendors.**
- E. Plan for delivery, installation, removal of packing and shipping containers and trash from the premises. Product installation includes unboxing, setup hardware; configure system, and testing.**
- F. Provide the address's that service, support and product will originate from. The location of service personnel, relative to the University's locations will also be a consideration in the evaluation process.**
- G. Provide a sample copy of a monthly and also an annual report that includes the following information:**

Sales by machine types and location

Sales by specific product SKU, bottle/can
Gross revenue per machine
Tax amounts paid to the State
Applicable Commission rates
Commission amounts (per Product, per Vending Machine, and Total)
Method of Customer Payment (cash, Credit, Debit, UCF Card)

- H. **Provide an outline your capabilities as it relates to implementation, program management and customer service.**
- I. **Additionally, provide biography of the Account Manager and immediate management team that will be supporting this program. UCF reserves the right to conduct interviews with the account management and/or management team prior to contract award.**

5. REFERENCES:

- A. **Provide a minimum of three (3) current references from the United States, preferably other educational and/or large multi-building facilities of comparable size and type of operation to UCF. Include complete name, address, telephone number, and contact person. In addition, provide a statement that lists any clients accounts lost through early termination or non renewal over the past three years. Include contact name and phone number, length of service of each account, and reason for loss.**

4.0. OTHER

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 proposed agreement should be addressed during the question and answer period sited in section 2.2.

- A. Only one vendor will be awarded this contract and award will be contingent upon the proposal that is most advantageous to UCF.
- B. Vendor shall report to the Business Services' Associate Director of Operations or his/her designee, any significant issues or events regarding health safety.
- C. Vendor shall provide monthly financial reports.
- D. Proposer may provide additional statements and information which support their proposal. UCF is particularly interested in innovative solutions.

**APPENDIX I
EVALUATION SCORING SHEET**

NAME OF PROPOSING COMPANY _____

INSTRUCTIONS TO EVALUATION COMMITTEE MEMBER:

1. Evaluate each proposal on a separate form.
2. Work independently and do not discuss the Proposals or your evaluation with anyone.
3. When the forms are completed, sign, date and deliver them in a **sealed envelope** to the **Ray Puskas**.

Evaluation of Responses

I. Criteria	Max Points
1. EXPERIENCE AND QUALIFICATIONS OF PROPOSER	10
2. PLAN FOR PROVIDING SERVICE	25
3. COMMISSIONS AND INCENTIVES	30
4. MANAGEMENT AND IMPLEMENTATION PLAN	25
5. REFERENCES	10
Evaluation of Responses Point Total	100

EVALUATOR'S NAME _____

EVALUATOR'S SIGNATURE _____

DATE _____

**II. APPENDIX II
SUPPLEMENTAL PROPOSAL SHEET**

SECTION 1 AND 2 CONDITIONS AND REQUIREMENTS

The below items of this RFP must each be initialed, as YES for "understood and agreed upon" and NO for "not agreed to." Failure to complete and return this document with your proposal could result in rejection of your proposal. Proposers shall not check items as "understood and agreed upon" for submittal of proposal with the hope of negotiating a change of those conditions and requirements after tentative award of a contract resulting from this RFP. Proposers disagreeing with any conditions and requirements shall act to resolve the difference prior to deadline for inquires. A failure of the university and the tentative awardee to come to a reasonable agreement of terms within a time UCF determines to be reasonable is grounds for rejection of that proposal and the university may seek to award the contract to the next favorable proposer.

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.1	_____	_____	_____
2.2	_____	_____	_____
2.3	_____	_____	_____
2.4	_____	_____	_____
2.5	_____	_____	_____
2.6	_____	_____	_____
2.7	_____	_____	_____
2.8	_____	_____	_____
2.9	_____	_____	_____
2.10	_____	_____	_____
2.11	_____	_____	_____
2.12	_____	_____	_____
2.13	_____	_____	_____
2.14	_____	_____	_____
2.15	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.16	_____	_____	_____
2.17	_____	_____	_____
2.18	_____	_____	_____
2.19	_____	_____	_____
2.20	_____	_____	_____
2.21	_____	_____	_____
2.22	_____	_____	_____
2.23	_____	_____	_____
2.24	_____	_____	_____
2.25	_____	_____	_____
2.26	_____	_____	_____
2.27	_____	_____	_____
2.28	_____	_____	_____
2.29	_____	_____	_____
2.30	_____	_____	_____
2.31	_____	_____	_____
2.32	_____	_____	_____
2.33	_____	_____	_____
2.34	_____	_____	_____
2.35	_____	_____	_____
2.36	_____	_____	_____

<u>SECTION</u>	<u>YES</u>	<u>NO</u>	<u>PROPOSER INITIALS</u>
2.37	_____	_____	_____
2.38	_____	_____	_____
2.39	_____	_____	_____
2.40	_____	_____	_____
2.41	_____	_____	_____
3.1	_____	_____	_____
3.2	_____	_____	_____

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

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

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

APPENDIX III
CERTIFICATE OF NON-SEGREGATED FACILITIES
SUBPART - CONTRACTOR'S AGREEMENTS

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of 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.

PROPOSER COMPANY NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____