



REQUEST FOR PROPOSAL

RFP No. 752-18-101617-JR

Title: Vending Machine Services

Proposal Submittal Deadline: February 23, 2018

Prepared By:

Jon Rascon

University of North Texas System Procurement Services

Business Service Center

1112 Dallas Drive, Suite 4000

Denton, Texas 76205

Date: 12/1/2017

REQUEST FOR PROPOSAL

Table of Contents

SECTION 1: INTRODUCTION.....	1
SECTION 2: NOTICE TO PROPOSER.....	2
SECTION 3: SUBMISSION OF PROPOSAL	7
SECTION 4: GENERAL TERMS AND CONDITIONS	9
SECTION 5: SCOPE OF SERVICES	10
SECTION 6	16
SECTION 6: PRICING AND DELIVERY SCHEDULE	17
APPENDIX I: AFFIRMATIONS AND CONFIRMATIONS	19

ADDENDUMS:

List of Vending Machine Locations

Sample Service Agreement

HUB Subcontracting Plan

SECTION 1: INTRODUCTION

1.1 Description of University

The University of North Texas System (UNTS) includes the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in Downtown Dallas. The UNT System also provides high-quality, innovative and affordable legal education in Downtown Dallas at the University of North Texas at Dallas College of Law. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations including each main campus as well as Frisco and Downtown Dallas

1.2 Background

Auxiliary Services is a division within the University of North Texas comprised of all its business entities. These businesses specialize in services for the student, faculty, and employee.

The University of North Texas is seeking a professional vending services company that has demonstrated expertise in the management and successful operation of a full service, multi-facility snack vending program to exclusively operate the snack vending program on the Denton, Frisco and Discovery Park campuses. Currently there are 62 machines in 50 locations. Additional machines may be added upon request. See the Machine Location List for more details.

This RFP does not cover soft drinks, bottled water or energy drinks or gum.

Fiscal Year 2016, Annual Sales for Vending Services were \$251,128.

RFP752-18-101617-JR Vending Machine Services will herein be referred to "RFP".

1.3 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by Section 61.003, *Education Code*) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

SECTION 2: NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:00PM Local time on Friday, February 23, 2018 (the “**Submittal Deadline**”).

2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

The University of North Texas System
Procurement Services
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
Jon Rascon, Director of Procurement Services
jon.rascon@untsystem.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact via the following link: <https://www.untsystem.edu/bid-inquiry>.

UNTS Contact must receive all questions or concerns no later than 5:00 PM Local Time on Wednesday, January 24, 2018. It is University’s intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern. Answers to questions will be posted via addendum on the UNTS Business Service Center Bid Opportunities web page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly suggested to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

2.3 Criteria for Selection

The successful Proposer (s), if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to the UNTS taking into consideration the evaluation criteria contained herein. The successful Proposer(s) is/are referred to as the “**Contractor**.” The UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interested of the UNTS with the UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address in your response each of the criteria listed in this

section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive.

The criteria to be considered by UNTS in evaluating proposals and selecting awardee(s), will be the following factors:

- Financial Return
- Demonstrate the ability to operate on a campus the size and scope of UNT
- List of product offerings
- Creative Options
- Reference list

Furthermore, the UNTS may consider information related to past contract performance of a respondent including, but not limited to the Texas Comptroller of Public Accounts Vendor Performance Tracking System.

2.4 Key Events Schedule

Issuance of RFP	December 1, 2017
Pre-Submittal Conference (ref. Section 2.6 of this RFP)	Wednesday, December 13, 2017 8:45AM Local time
Site Visits (ref. Section 2.7 of this RFP)	See Section 2.7 for details
Deadline for Questions/Concerns (ref. Section 2.2 of this RFP)	Wednesday, January 24, 2018 5:00PM Local time
Submittal Deadline (ref. Section 2.1 of this RFP)	Friday, February 23, 2018 2:00PM Local time

2.5 Historically Underutilized Businesses

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. **A subcontracting plan is required for your proposal.**

FAILURE TO SUBMIT AN HSP WITH YOUR RESPONSE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL. A copy of the HSP forms and related information is attached to this RFP. **THE HSP MUST BE SUBMITTED IN A SEPARATE PACKAGE MARKED "HSP RFP 752-18-101617-JR"**For questions regarding the HUB Program or submittal of your HSP, vendors may contact either Greg Obar, Associate Director, HUB Program at Greg.Obar@untsystem.edu or Kimmalla Mitchell, HUB Specialist at Kimmalla.Mitchell@untsystem.edu.

Please note the HSP can be reviewed by the Manager of the HUB and Small Business Program up to 24 hours before the HSP is due. THIS IS STRONGLY

ENCOURAGED to ensure compliance with HSP guidelines. Failure to meet guidelines outlined in the HSP will result in disqualification of your proposal.

2.6 Pre-Submittal Conference

University will hold a **Pre-Bid Meeting / Site Visits** on Wednesday, December 13, 2017 at 8:45 AM CST. A brief meeting regarding the project will be given before touring the first property. The Pre-Bid Meeting / Site Visits will allow all Proposers an opportunity to ask University representatives relevant questions, to tour the sites, and to clarify provisions of this RFP. ****PLEASE allow adequate time for finding the sites and for parking on campus as not all sites have parking garages or lots directly attached.**

2.7 Site Visits

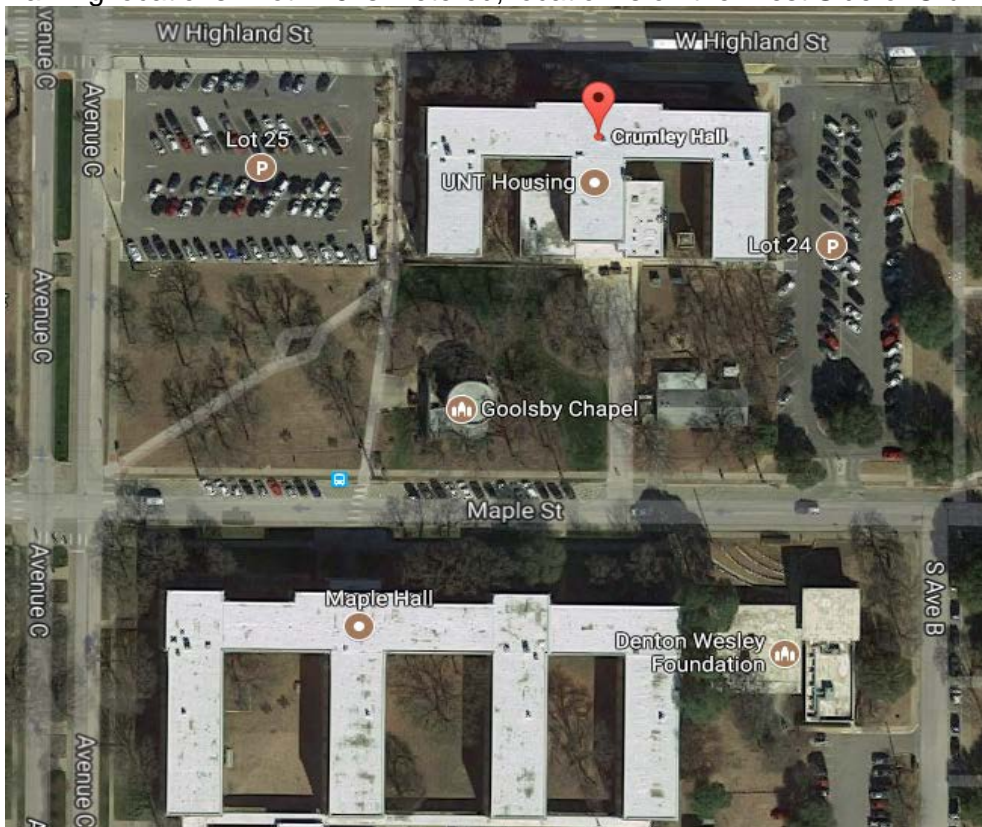
University will conduct one-time site visits to each building on campus using the following schedule beginning immediately after the Pre-Submittal Conference on Wednesday, December 13, 2017. Parking is limited and at your own expense. Buildings are grouped and we will walk to adjacent buildings. You will need to provide your own transportation between other sites.

8:45AM:

Crumley Conference Room (Pre-Bid meeting)

1621 W. Highland St. (metered parking available also parking garage)
Denton, TX 76201

Parking locations: Lot #25 is metered, location is on the West Side of Crumley Hall.



From Crumley Hall, we will walk to (once parked we'll walk UNT Denton locations)

9:30AM

Crumley Hall

9:40AM:

BLB (Business Leadership Building)

9:50AM:

Union

10:00AM:

Hurley Administration Building

10:10AM:

Bruce Hall

10:20AM:

Chestnut Hall

10:30AM:

Pohl Rec Center

10:45AM:

West Hall

11:00AM:

Coliseum

11:15AM:

Rawlins Hall

11:30AM

Maple Hall

11:45AM

Return to Crumley Hall to retrieve vehicles & travel to Discovery Park

Discovery Park - UNT

3940 N. Elm St

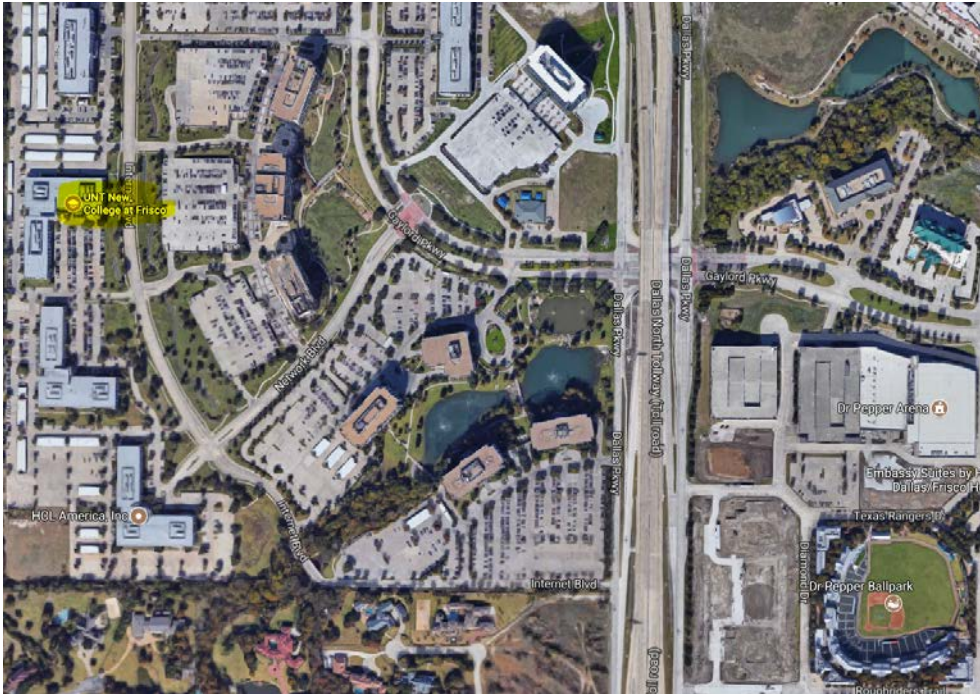
Denton, TX 76207 - (visitor parking available)



1:00PM:

Retrieve vehicles and travel to Frisco UNT
UNT College at Frisco (new campus)
2811 Internet Blvd, Suite 100
Frisco, TX 75034

Parking locations: Behind the UNT Frisco Building in the covered area marked UNT or in front of the building in visitor parking.



2:00PM

End of Tour

Additional site visits will not be permitted.

SECTION 3: SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit one (1) complete original copy of its *entire* proposal. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of submitted proposal. The Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

For submission of competitive solicitation responses, the University does not consider electronic signatures to be valid therefore the original signature must be a "wet signature."

In addition to the original proposal, Proposer must submit one (1) complete copy of the *entire* proposal electronically on a USB Flash Drive. The USB Flash Drive should include a protective cover and be labeled with Proposer's name and RFP number.

3.2 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of North Texas System
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, TX 76205
Attn: Jon Rascon

Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container).

NOTE: Proposals submitted via facsimile or other means will not be accepted unless otherwise specified within this RFP.

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of One Hundred Eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. Should circumstances arise that require an extension to this period, the UNTS reserves the right to request extensions accordingly.

3.4 Terms and Conditions

Proposer must comply with the requirements and specifications contained in this RFP, including the attached Sample Agreement (**ATTACHMENT**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Scope of Services (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of

services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1 Specifications (ref. **Section 5** of this RFP);
- 3.4.2 Sample Agreement (ref. **ATTACHMENT**);
- 3.4.3 Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.4 Notice to Proposers (ref. **Section 2** of this RFP).

3.5 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed HUB Subcontracting Plan (ref. **Section 2.5** of this RFP)
PLEASE SUBMIT THIS INFORMATION IN A SEPARATE ENVELOPE.
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 Responses to evaluation criteria
- 3.5.6 Completed Products Pricing List

SECTION 4: GENERAL TERMS AND CONDITIONS

The UNTS's standard procurement terms and conditions may be found at: http://www.untsystem.edu/sites/default/files/bsc_po_terms_2017.pdf Additionally, attached is a SAMPLE University of North Texas System Services Agreement. If a proposer takes exception to any of these terms and conditions in either our standard procurement terms and conditions as well as those included in the sample agreement, those exceptions should be stated and located in a separate section of the vendor's response marked "Exceptions." Proposers are advised that should the UNTS not accept a stated exception it may result in disqualification of your proposal.

- 4.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX ONE**), Proposer must submit a list of the exceptions with proposal. Proposers should note that should the UNTS not accept any of the exceptions it may result in disqualification of the submitted response.
- 4.2 Term. The term of this contract resulting from this RFP shall be for five (5) years with options to extend for five (5) additional years in one (1) year increments by mutual consent. Either party may terminate after year one without penalty by giving at least 180 days' notice to the other party.

SECTION 5: SCOPE OF SERVICES

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

5.2 Minimum Requirements

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

- 5.2.1 Must be able to demonstrate the ability to operate on a campus the size and scope of UNT evidenced in proposal and with references.
- 5.2.2 Contractor must provide proof of insurance and appropriate operating licensing.
- 5.2.3 Contractor must provide list of product offerings showing a variety of healthy options and non-food products that could include classrooms supplies.
- 5.2.4 Each vending machine must have demonstrated method of payment that include credit/debit, university debit, cash and new technology payment options (google pay, etc).
- 5.2.5 Contractor must provide personnel to be available and on call 5 days a week, Monday thru Friday.
- 5.2.6 Contractor must pay the University the agreed royalty each period of vending sales on or before the fifteenth of the month following and must accompany this payment with a detailed explanation of dollar sales by item category, by location, and extension of royalties and a composite statement of said dollar sales and royalties.

5.3 Scope of Work

Contractor will provide the following services to University:

- 5.3.1 Contractor shall be engaged in the businesses of distributing hot beverages, milk, confections, hot foods, sandwiches, and other food products which are hereafter referred to as “Products”. University owns or controls certain land and buildings hereafter referred to and described herein as “University Premises”. See **APPENDIX TWO** for current vending machine type locations.
- 5.3.2 The University will limit food vending machines to that furnished by Contractor. Contractor is recognized as having exclusive privilege to food vending through machines in all University controlled locations. The right to authorize other type vending services with other vendors would be reserved.

- 5.3.3 The University retains the right to offer for sale through any of its facilities, present or future, items it would deem appropriate and which would or would not be competitive or similar in nature to Products sold through vending machines.
- 5.3.4 The University of North Texas will act in the capacity of contract administrator of this vending contract. No price increases, changes, deletions, and/or modifications to this vending contract will be accepted without the approval of the Associate VP Auxiliary Services or Assistant Director of Auxiliary Services or his successor/designee. The Associate VP Auxiliary Services or Assistant Director of Auxiliary Services or his successor/designee will coordinate any and all price increases, changes, deletions, and/or modifications.
- 5.3.5 The selling price on all items must include the State of Texas sales tax where applicable, and must be supported by manufacturer's documented list prices excluding promotions. Price must remain firm for a twelve (12) month period beginning from the date of the contract. After this date, prices may be subject to revision only after each 12 month period (serious market fluctuations expected) and may be either increased or decreased. Revisions must be based on general industry changes and must be requested in writing at least thirty (30) days prior to the effective date. Contractor must furnish documented evidence substantiating the validity of the request. Documented prices must be the manufacturer's list prices excluding promotions.
- 5.3.6 Contractor must be alert to changing vending trends and changing diet patterns. Therefore, Contractor will be expected to initiate ideas for varied methods of vending service and by mutual agreement implement these variations within the conditions of this agreement.
- 5.3.7 All services performed under the agreement must be in accordance with the terms and provision of the Request for Proposal submitted by Contractor and this agreement. Where Request for Proposal and agreement contradicts, the agreement will prevail. Major deviations of services performed would not be allowed without the written approval of the Vice President and Chief Auxiliary Enterprises Officer or his successor/designee. It would be the University's responsibility to insure such services are performed and acceptable.
- 5.3.9 Since no absolute criteria for determining performance exists, the final authority and responsibility for judging performance rests with the University. However, poor performance charges must be documented and substantiated in writing, including letters and memorandums advising needed corrections, and income and sales analysis if pertinent.
- 5.3.10 Full service vending, which includes the Products, Vending Equipment, Change Makers, Credit/Debit Card readers and Operational Support by servicing schedules, must be maintained at all necessary locations.
- 5.3.11 All machines must be serviced as often as required to keep products stocked, and machines must be presentable and operating satisfactorily as judged by the Vice President and Chief Auxiliary Enterprises Officer, or his successor/designee. Qualified service personnel must be on call all five (5) days a week (Monday through Friday) with service available within one (1) hour of advice of need. A printed notice must be affixed to each machine that would be out of service due to

the lack of replacement part(s) and must be tagged by the repairman at the time of the initial call, stating the approximate downtime. Any machine that would be out of service for five working days due to repairs must be replaced with a suitable substitute machine until repairs are affected. Contractor must replace any machine that frequently breaks-down more than normal commercial expectation. A monthly list of machine down-time is to accompany the commission payment.

- 5.3.12 Refunds are the responsibility of Contractor and a system of immediate money refund, acceptable to the University, must be in operation at all times. The University refund station, located in the Union #418 is where Contractor may collect records of lost change and leave reimbursement monies. Each machine must be tagged, advising this service and (1) where to report malfunctions; and (2) where to submit quality comments; (3) where to request reimbursement of coins lost to machines; (4) permits, licenses, and price regulations.
- 5.3.13 Change making equipment must have the capability of customer selection of changing coins, currency or both, as determined by the University and mutually agreed by Contractor. The changer model, capacity, and arrangements for security would be by mutual agreement. Contractor must provide and service the changers with amounts of change at frequent intervals to assure change is continually available. All vending equipment and specific locations where Auxiliary changers are required must have the capacity of returning change in the amounts of \$0.05, \$0.10, \$0.25, and \$1.00 if required, and have adequate change inventory for required return.
- 5.3.14 The Contractor may park in the visitor parking when refilling or servicing these machines. If they park in other spaces, Contractor will be responsible for paying for their parking.
- 5.3.15 All vending machines and Auxiliary equipment must be new or like-new (three years or newer), or reconstructed. If reconstructed equipment is used it must be a 2010 or newer model. Each vending machine are required to have GFI's on the plugs per state fire marshal safety code. Each vending machine must be equipped with an Electronic coin changer and a tamper-proof recording meter. In the event, equipment is installed at a later date and the electronic coin changer is outdated, the latest state of the art coin changing equipment may be substituted upon approval. Each machine must be numbered for accounting purposes. The required capacity of each machine would depend on the needs and requirements of each location. Contractor must furnish a machine of ample capacity to satisfy customer demands in each location. Initial and subsequent equipment installation must be identified by equipment serial number, manufacturer, meter reading and location for the permanent files of the University. The location of each equipment for the University will be approved the Vice President and Chief Auxiliary Enterprises Officer or his successor/designee. All changes in the initial listing, including relocation, must be arrived at by mutual agreement and confirmed in writing by both parties.
- 5.3.16 Equipment changes will be allowed only with the approval of the Vice President and Chief Auxiliary Enterprises Officer or his successor/designee. Contractor must make additions, deletions or changes needed in existing locations to insure proper coverage of all items the business volume makes economically advisable. Contractor must install machines in future locations or buildings as requested by

the University, however, if a mutually acceptable level of sales is not reached, the machine could be removed upon agreement by the Vice President and Chief Auxiliary Enterprises Officer or his successor/designee. Contractor must also make such equipment removals as requested by the University.

- 5.3.17 Contractor must maintain in good repair and appearance all contractually related or assigned equipment or space owned by the University. Changes or modifications to University-owned space, property, fixtures, fixed equipment or utilities may not be made without written authorization of the Vice President and Chief Auxiliary Enterprises Officer or his successor/designee, unless specified in the Agreement.
- 5.3.18 Required utilities and outlets will be furnished by the University. Final connections to equipment must be made by Contractor. The University will not guarantee an uninterrupted supply of water, electricity, air conditioning or heat, but it will be diligent in restoring service following an interruption. The University will not be liable for any loss which may result from the interruptions or failures of any such utility services.
- 5.3.19 University will not be responsible for damage or loss to Contractor equipment or inventory due to vandalism, robbery, or any other action or cause. Contractor must be responsible for all losses due to misappropriation of gross sales receipts. The University will cooperate to the extent it deems feasible in guarding against such occurrences.
- 5.3.20 Vending and auxiliary equipment not removed from the University locations on termination of this Agreement, and/or after ten (10) days written notice to Contractor, may be removed and placed in storage by the University. All costs for removal, storage, and product and revenue loss shall be the responsibility of Contractor.
- 5.3.21 University will be responsible for insect and pest control in all vending service areas. Contractor must maintain maximum insect and pest control for products and equipment.
- 5.3.22 University will provide custodial maintenance in the vending areas and Contractor must cooperate in keeping this service to a minimum. Route employees shall clean floor spillage that occurs in the process of filling or sanitizing equipment. Contractor must remove all waste containers including trash, cartons, crates, etc. from vending services areas to dumpsters provided and serviced by the University. Contractor must clean and maintain the microwaves and stands provided by Contractor.

5.4 Royalties, Accounting and Payments

- 5.4.1 The Contractor shall be responsible for any taxes that may be levied against funds collected. Royalties must be addressed in the Contractor proposal by the Contractor onset sales (gross sales less State of Texas and City of Denton or City of Frisco sales tax) with a percentage on each individual vending item (Reference Section 6 – Pricing, and Delivery Schedule).

Contractor is to guarantee the following:

- 5.4.2 A minimum yearly guarantee shall be paid on or before the fifteenth day of the first month of each year of the contract to the University. Identify minimum guarantee to be paid.
- 5.4.3 Contractor shall express royalties as a percentage of the most current sales price for each category of vended item.
- 5.4.4 Contractor must pay to the University the agreed royalty each period of vending sales on or before the fifteenth of the month following and must accompany this payment with a detailed explanation of dollar sales by item category, by location, and extension of commissions and a composite statement of said dollar sales and royalties. Causes of abnormal revenue deviations must be noted by Contractor as part of these statements. All period financial statements and payments must be made payable to the University of North Texas and mailed to the following:

UNT Auxiliary Services
Attn: Assistant Director
1155 Union Circle
#311008
Denton, Texas 76203-5017

5.5 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer's proposal:

- 5.5.1 If Proposer takes exception to any terms or conditions set forth in the Sample Agreement (ref. **ATTACHMENT**), Proposer must submit a list of the exceptions.
- 5.5.2 Proposer will provide a customer reference list of no less than four (4) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, email address, project description, length of business relationship, and background of services provided by Proposer.
- 5.5.3 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5** Scope of Work of this RFP.
- 5.5.4 Proposer will provide a statement explaining their past experience in performing similar services for other systems of higher education, medical, or similarly complex institutions.
- 5.5.5 Proposer will submit a work plan with key dates and milestones. The work plan should include:
 - 5.5.5.1 Identification of tasks to be performed;

- 5.5.5.2 Time frames to perform the identified tasks (including time requirements for installation of vending machine equipment)
- 5.5.5.3 Project management methodology;
- 5.5.5.4 Implementation strategy
- 5.5.5.5 The expected time frame in which the services would be implemented.
- 5.5.5.6 Proposer shall address how the Start-Up Plan will affect the current service or potential interruption of service.
- 5.5.6 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents if appropriate.
- 5.5.7 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 5.5.8 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.
- 5.5.9 Proposer will describe its service support philosophy, how is it implemented, and how Proposer measures its success in maintaining this philosophy. Please include response time to service calls.
- 5.5.10 Proposer will describe its quality assurance program, its quality requirements, and how they are measured. Also include the process of notifying the owner of any issues with machines.
- 5.5.11 Proposer will describe its ideas on the future directions and trends in the Vending Services market.
- 5.5.12 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 5.5.13 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.
- 5.5.14 Does Proposer offer healthy program selections? If so, the Proposer will provide a copy of the program and its offerings.
- 5.5.15 Describe the proposed vending machines; age, technology, certifications, etc.

5.5.16 Describe your full service vending including non-food options, features, additional equipment, change makers, debit / credit card readers, new technology payment, etc.

5.5.17 Describe the service support; hours of availability, response time, etc.

SECTION 6: PRICING AND DELIVERY SCHEDULE

Proposal of: _____
 (Proposer Company Name)

To: The University of North Texas

Ref.: Selection of a Vendor to Provide Vending Services

RFP No.: 752-18-101617-JR Vending Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish, install, manage, and maintain vending machines on the University's campus pursuant to the above-referenced Request for Proposal upon the terms quoted below.

6.1 Pricing for Services Offered

Respondents are to provide seven (2) Royalty Schedules to include yearly guarantee and percentage rate for each schedule as follows:

- 6.1.1 For Food items, including but not limited to: sandwiches, snacks, and candies.
- 6.1.2 For Hot Beverage and Milk Vending
- 6.1.3 For non-food Vending items.

YEARLY GUARANTEE	\$
CATEGORY	ROYALTY %
Food Items	
Hot Beverage and Milk	
Non-Food Items	

6.2 Proposer's Pricing Commitment:

List selling price for all items recommended for vending machine service. The price indicated should be for Name Brands and not Generic products.

6.3 Delivery Schedule of Events and Time Periods

Proposer shall provide schedule and time frames for services to begin upon award. Number of calendar days to begin services is _____ days.

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

Email: _____

APPENDIX I: AFFIRMATIONS AND CONFIRMATIONS

1.1 Purpose

UNTS is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by UNTS.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

UNTS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes. This addenda shall be posted to the University's Bid Opportunities Web Page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly encouraged to visit this page at least four (4) business days prior to submitting your response to ensure that you have received all applicable addenda.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist in Section 4 of this appendix. The Addenda Checklist should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying UNTS that it has received an RFP package, and should provide its name, address, telephone number and FAX number to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

1.4 Type of Agreement

(See attached sample UNTS Services Agreement)

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At University's sole option and discretion, University may discuss and negotiate elements of proposals submitted with any or all proposers at the University's sole discretion.

After submission of a proposal but before final selection of Contractor is made, University may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. The University is not obligated to select the

Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University according to the evaluation criteria contained herein.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

1.6 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and, [d] the terms and all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.
- 1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to the UNTS Senior Director for Procurement Services outlining the issue to be considered.

1.9 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.10 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6.1** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.11 Proposer's General Questionnaire

Proposals must include responses to the questions in Section 3 of APPENDIX ONE. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.12 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.13 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.)

Upon Proposer's request and at Proposer's expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile ("FAX") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, in University's sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on University that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified herein and that such intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.14 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.15 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.16 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

SECTION 2

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

- 2.1 By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.6 If selected by University, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE UNIVERSITY OF TEXAS SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at University.
- 2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.
- 2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

2.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Proposer.

2.9 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.10 By signature hereon, Proposer represents and warrants that all products and services offered to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

2.11 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.

2.12 If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code*, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.13 **Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation then Proposer's Corporate Charter Number: _____

RFP No.: 752-18-101617-JR Vending Machine Services

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile

3.1.1 Company's Legal Name:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

Are you a certified Historically Underutilized Business (HUB)? (circle one) YES NO
If "Yes", please indicate the issuing authority include a copy of your certificate.

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
- 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

SECTION 4
APPENDIX CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of North Texas System

Ref.: Selection of a Vendor to Provide Vending Services

RFP No.: 752-18-101617-JR Vending Services

The undersigned Proposer hereby acknowledges receipt of the following Appendix to the captioned RFP (initial if applicable).

NOTE: If there was only 1 Attachment, initial just the first blank after No. 1, NOT all 5 blanks below.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

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