



University of
West Florida

Procurement and Contracts
11000 University Parkway
Bldg. 20W, Rm. 159
Pensacola, FL 32514

**INVITATION TO NEGOTIATE # 15ITN-11AJ
SNACK AND BEVERAGE VENDING AND POURING RIGHTS**

March 14, 2016

TO: Potential Participants

The University of West Florida (hereinafter referred to as "UWF") is soliciting responses to an Invitation to Negotiate (ITN) for Snack and Beverage Vending and Pouring Rights at UWF located in Pensacola, Florida.

Carefully review this Invitation to Negotiate, it provides specific information necessary to aid participating firms in formulating a thorough response. **Should you elect to participate, complete an original and the required copies of the requested information and return proposal binders and the sealed financial proposal all in a sealed box/envelope directly to the Office of Procurement and Contracts by 2:00 p.m. CDT, April 13, 2016. Late or incomplete responses will not be accepted.**

Respondents are fully responsible for obtaining the complete ITN, including all attachments, addenda (if applicable), information concerning the ITN tabulations, and Public Meetings schedule by visiting our web site: <http://uwf.edu/offices/procurement/vendors-only/open-solicitations/>. After the posting of award, Respondents may view the ITN files by contacting the Procurement and Contracts representative.

The name of the vendor may be disclosed at a public proposal closing. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful contractor shall understand that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the UWF Board of Trustees.

Angie C. Jones
Director, Procurement and Contracts
Phone: 850.474.2628
Fax: 850.474.2090
E-mail: ajones1@uwf.edu

**UNIVERSITY OF WEST FLORIDA
OFFICE OF PROCUREMENT AND CONTRACTS**

INVITATION TO NEGOTIATE 15ITN-11AJ
SNACK AND BEVERAGE VENDING AND POURING RIGHTS
ITN DUE DATE: April 13, 2016, 2:00p.m. CDT

Section I – OVERVIEW

A. General Information and Summary

UWF is a public, fully accredited, co-education institution of the twelve-member State University System of Florida. Student enrollment for the 2014-2015 academic year including all satellite campuses was 12,627 students, approximately 1700 of whom lived on campus. There are more than 1800 faculty and administrative personnel.

The main campus is situated on a 1600-acre nature preserve and is located 10 miles north of downtown Pensacola. UWF also maintains facilities in the Pensacola Historic District as well as a downtown facility which houses the Small Business Development Center. The number and locations may extend during the term of this contract.

UWF's Intercollegiate Athletics program includes 15 sports which primarily compete in the Gulf South Conference (GSC) of the NCAA Division II: Football (beginning Fall 2016), Baseball, Men's Basketball, Women's Basketball, Men's Cross Country, Women's Cross Country, Men's Golf, Women's Golf, Men's Soccer, Women's Soccer, Softball, Men's Tennis, Women's Tennis, Women's Swimming and Diving, and Volleyball. Football will be played off-campus at the Wahoo Stadium/Maritime Park for the first two years at least. The UWF Athletics program is one of the best in the country. UWF has won eight national championships and 84 conference championships, the most in the history of the GSC. It has also garnered 20 GSC All-Sports Trophies which recognizes the best overall athletics program for the year. Athletics broadcasts all of its home football, soccer, basketball, volleyball, baseball, softball, and swimming and diving competitions live via the internet on GoArgos.com. This equates to over 100 broadcasts annually.

UWF has also hosted numerous NCAA Division II and Gulf South Conference championships throughout its history. Additionally, it hosts various sports camps and clinics during the summer months and provides venues for various community events. The Fitness Center, Pool, and Field House average more than 400,000 uses annually.

UWF seeks a qualified provider to establish an exclusive multi-year agreement to provide snacks and beverages through campus vending machines and for sole pouring rights with specific exceptions identified herein. UWF anticipates a minimum 5-year contract with options for renewals to be determined. One all-inclusive agreement or separate agreements for snack vending and beverage vending/Pouring Rights will be considered.

UWF's website, <http://uwf.edu/>, provides additional information which may be useful to the Respondent.

B. Timetable

The anticipated schedule and deadlines for this ITN and contract approval are projected as follows:

Activity	Time (C.D.T.)	Date
Issue ITN		March 14, 2016
Written request for explanation deadline date	2:00 P.M.	March 21 2016
Answers		March 28, 2016
ITN Due Date	2:00 P.M.	April 13, 2016
Team Evaluation	9:00 a.m.	April 26, 2016
Negotiations		TBD
Estimated Notice of Intent to Award		TBD
Estimated Contract Begins		July 1, 2016

C. Point of Contact

The Procurement and Contracts representative and sole contact for this ITN is:

Angie C. Jones, Director, Procurement and Contracts

Email: ajones1@uwf.edu

Phone: 850-474-2628, Fax: 850-474-2090

Respondents are advised that from the date of release of this ITN until award of the contract, **no contact, directly or indirectly, with UWF personnel related to this ITN is permitted. All communications are to be directed to the point of contact listed above. Any such unauthorized contact may result in the disqualification of the Respondent's submittal.**

Respondents are fully responsible for obtaining the complete ITN, including all attachments, addenda (if applicable), and any other related information concerning the ITN tabulations by visiting our web site: <http://uwf.edu/offices/procurement/vendors-only/open-solicitations/>. It is recommended that you bookmark this web site and visit it frequently.

Explanation(s) desired by respondent(s) regarding the meaning or interpretation of this ITN must be requested from the above contact person in writing via email prior to the written request for explanation due date and time as stated in the above Timetable. The explanation response will be issued in the form of an addendum and posted to the Procurement and Contracts web site as identified above. All addenda shall be signed and submitted as part of your response. Failure to do so may disqualify your response.

Any changes or clarifications to requirements resulting from a pre-submittal meeting or subsequent written questions shall be issued by official addendum. Respondents should not rely on any representations, statements, or explanations other than those made in writing by the UWF sole POC in the official addendum format. Where there appears to be a conflict between the ITN and any addenda issued, the last written addendum shall prevail.

D. Attachments

- Attachment A – ITN Certification Form
- Attachment B – ITN Information and General Conditions
- Attachment C – Minimum Insurance Requirements
- Attachment D – Certification Regarding E-Verify System

E. Response Submission

The University of West Florida is subject to Section 119.07, Florida Statutes, which requires it to provide access to its records, subject to certain limitations. Material submitted in response to this solicitation may become a public document unless a specific exemption to section 119.07 exists. Submitted material which is marked as confidential will be treated as confidential by UWF to the extent it is considered a trade secret as defined under Florida law or it meets other criteria otherwise exempt from Section 119.07, Florida Statutes, or other applicable law.

In order for the information to be considered covered by trade secret exemption of the Public Records law, you must take measures to assert the exemption by placing the information provided in your submission that meets the criteria of a trade secret in the “confidential information” tab noted below in Section IV.

Submittals including the signed ITN Certification Form must be received by the University of West Florida Office of Procurement and Contracts by the due date and time as stated in the above Timetable. Late or incomplete responses will not be accepted. See Section IV, “ITN Information and Instructions” and Attachment B, “ITN Information and General Conditions” for additional instructions.

- **CAUTION: The ITN Certification Form must be signed and submitted as part of your response. Failure to do so will disqualify your response.**
- **All addenda shall be signed and submitted as part of your response.**

Submit:

- One (1) original, clearly marked as the original, which shall contain the original manual signature of the authorized person submitting the response
- Six (6) hard copies of the original
- One (1) complete digital copy (in .pdf format) of the complete submitted proposal (including all signed documents, forms, certificates and licenses) on a compact disk (CD) or flash drive in a sealed envelope

Failure to include the signed original and all copies may be grounds for rejection of your response without further evaluation.

- The outer carton of the response shall include the ITN number, ITN name, and due date.
- Each response is to be submitted in a spiral bound or three ring notebook using index tabs with the appropriate tab identification as requested within this ITN.
- Your response shall include the information and required documents as described in Section IV, “ITN Information and Instructions”, with all information appearing in the Tab in which it was requested.

- The entire submittal shall be limited to forty (40) consecutively-numbered, single-sided 8½ x 11 pages (or twenty (20) pages front and back). Font size must be a minimum of 10 point. Essential documents (i.e. Tab A), cover sheets, table of contents, and divider tabs will not count as pages, provided no additional information is included in these pages.
- All information and required documents requested shall be in hardcopy form and included in your written response. Responses shall not refer the university to electronic media such as website, cd's, disks, or tapes in order to obtain the required information or submittals.
- Information submitted that is not requested by the university may be considered to be supplemental, and not subject to evaluation by the committee members.
- All required signed and completed copies of the response with the signed ITN Certification Form must be either mailed or delivered to:

UNIVERSITY OF WEST FLORIDA
Office of Procurement and Contracts
ATTN: Angie Jones
Building 20W, Room 159
11000 University Parkway
Pensacola, FL 32514

Section II – SCOPE OF SERVICES

Scope of Services

UWF intends to establish an exclusive multi-year agreement with a qualified provider for snacks and beverages through campus vending machines and for sole pouring rights with certain identified exceptions. UWF anticipates a minimum 5-year contract with options for renewals to be determined. One all-inclusive agreement or separate agreements for snack vending and beverage vending/Pouring Rights will be considered. These services must be prepared to begin full-scale operations on or about July 1, 2016 with all equipment in place and operational.

At the end of the term the Vendor will be responsible for continuing the operation of the facility until a subsequent operator relieves him. A holdover contract will be on a month-to-month basis on the same terms as the Contract. The month-to-month holdover contract is limited to a maximum of 180 days. UWF will the Vendor thirty (30) days' notice of the termination of the holdover contract

The following specifications outline the minimum firm requirements for the proposed service. They are provided to assist participants in understanding the objectives of UWF and submitting a thorough response. Submittals must reflect in detail their inclusion and the degree to which they are provided.

The goal of this solicitation is to select the appropriate business partner to provide beverage and snack services as needed at UWF. Further, UWF is seeking a partner to assist with promotion of UWF activities as well as improving financial returns in the form of commissions to UWF. The successful respondent, if any, should demonstrate proven success in providing such services to colleges and universities.

Non-competition Provision

- A. Exclusivity – UWF will not enter into royalty agreements with other suppliers for beverage services including vending, fountain (including concessions operations), catering, and retail. All fountain beverage products distributed on campus shall be the product of the successful respondent and be dispensed through the successful respondent's fountain equipment. UWF will require that their Dining and Bookstore contractors comply with the exclusivity arrangements defined in this ITN. It is expected that awarded beverage vendor will work cooperatively with UWF's dining and bookstore partners to ensure that agreement is advantageous to them as well as UWF. All beverage products distributed through or by athletics except post-workout protein beverages shall be solely beverage products of the successful respondent. This includes fountain, sports drinks, and any bottle or can used for any athletic event. No competing brand will be allowed to market, sample, or distribute their product or logo at any athletic event. Competitive product, even if donated, will not be permitted to be served at UWF events.

Beverages means non-alcoholic, including cold or frozen, carbonated or non-carbonated or naturally or artificially flavored drinks except coffee beverages, freshly brewed teas, milk, flavored milk, frozen smoothies, tap water or unbranded fountain juices. For the sake of specificity, beverages include, but are not limited to, carbonated soft drinks, bottled waters, fruit juices, fruit flavored drinks, ready to drink chocolate based drinks, ready to drink coffee and tea products, sports drinks, energy drinks, and all beverage bases from which these can be prepared (such as syrups, powders, crystals, or concentrates).

- B. Exceptions
1. Bulk water coolers located in offices.
 2. Beverages that are part of a proprietary or branded food concept that offers a specialized beverage.
 3. Select special events, which allows outside vendors to sell products on campus.
 4. UWF reserves the right to make any exceptions it deems appropriate and vital to ensure the success of programs and activities in support of its mission. In the spirit of a valued relationship with the selected beverage supplier, UWF will solicit mutual agreement with the supplier should these circumstances arise.
 5. Exclusivity at branch and off-campus locations cannot be guaranteed.
 6. Beverages sold at retail operations at Argonaut Village on East Campus
 7. NCAA sponsored championships.
 8. Private label bottled water used as giveaways.
 9. Exclusivity does not apply to Scenic Hills Country Club or Maritime Park (Wahoo Stadium)

Services for which exclusivity will be awarded:

Pouring Rights – Fountain and retail beverages are currently served at 12 locations across the main campus of UWF.

Vending Machines – Current number of machines on campus

- 42 bottle machines
- 2 can machines
- 16 juice/Gatorade machines
- 35 snack machines

Respondent may submit proposal on entire package, beverage only (to include beverage vending and Pouring Rights), or snack only. Respondent may also partner with a separate snack provider to submit a proposal for the entire package.

Minimum Requirements/Terms and Conditions

Vendor's Obligations/Responsibilities/Rights

Products Vended

- The vendor, subject to UWF approval, shall provide adequate quality controls regarding products offered. This shall include brands, temperature or environmental controls and when applicable proper rotation of stock.
- All products offered shall be nationally advertised and first-rate quality. Only top of the line, popular brands are acceptable.
- Product Mix – if requested by UWF, the Vendor will add or delete products being offered. The vendor may request changes. However, no changes may be made without prior written approval by UWF.

Service

- The Vendor shall supply snack and/or beverage products to the vending and fountain equipment so as to ensure that machines are sufficiently stocked at all times. Frequency will vary by location and time of year.
- The Vendor is responsible for removing from UWF property all empty boxes and containers used in supplying machines.
- Information stickers, supplied by the vendor, must be attached to all vending machines. These stickers shall indicate that repair and maintenance service calls should be placed to the UWF Representative during the normal business hours. Stickers should also indicate locations where refunds may be obtained. Excessive customer complaints of any kind shall be cause for contract termination. All informational stickers and labels indicating forms of payment for newly installed machines and ordered by UWF will be purchased at the expense of the Vendor.
- All product delivery vehicles and maintenance vehicles operated on the UWF campus shall have appropriate company signage.
- All product delivery and maintenance personnel shall wear appropriate company uniform when conducting company business on UWF property.
- The Vendor shall conduct its operations in an orderly manner so as not to annoy, disturb or be offensive to customers, patrons, or other tenants in the buildings where the Contractor is providing service.
- Vendor agrees to adhere to the routes to vending machine locations provided by UWF, particularly with respect to off-road locations. The Vendor will be responsible for damage to lawns, sprinkler systems, buildings, trees, and shrubbery caused by their vehicles. Off-pavement driving or parking is prohibited.

Equipment

- UWF prefers that the Vendor provide new equipment but will allow updated equipment subject to inspection and approval by UWF prior to installation. New equipment shall be the most recent model. Updated equipment shall be rebuilt and reconditioned prior to installation. **New and updated equipment must be MDB compliant.** New and updated equipment shall be listed as certified by the

Automatic Merchandising Industry Health Code. New and updated equipment must be ADA Compliant.

- All vending machines shall be equipped with a wireless solution for accepting debit/credit cards. This solution will also need the ability to accept the UWF Campus Card (Nautilus Card).
- The equipment shall be equipped with debit/credit card readers, coin/bill acceptor mechanisms accepting any combination of nickels, dimes and quarters or \$1.00 and \$5.00 bills. If any machine cannot refund all of the customer's money up to the moment of product selection, the machine must be labeled with appropriate customer information. The Vendor will supply and replenish a minimum of \$20 to the Auxiliary Services Office and to the Ticket Office for refunds under \$3.00.
- All vending machines shall be equipped with change return mechanisms. Dollar bill validators shall be required on all machines.
- Vendor is responsible for maintenance of all equipment (including card reader, if applicable), and any related maintenance fees associated with equipment or card readers.
- Vendor is responsible for any and all costs associated with the acceptance of debit/credit cards, including any processing or convenience fees. Vendor is responsible for any costs associated with the integration to the Nautilus Card System.
- Future placement of vending machines shall be jointly agreed to by Vendor Management and UWF Representative. Unilateral placement or removal of vending machines by Vendor is not authorized. UWF reserves the right at its sole discretion to have any vending machines removed from UWF property.
- At no time during the contract term or renewals, will any vending machine be on location more than five (5) years from date of installation. Exceptions may be granted at the sole discretion of UWF.

Financial Matters

- Commissions paid by the Vendor to UWF shall be earned on "Net Sales" by all items. Net sales are defined as gross sales less applicable sales tax.
- Vendor shall maintain accounting records, satisfactory to UWF, of monies received. Accounting will be required monthly for each machine and location and records shall be subject to audit by UWF and/or State auditors. At the end of each fiscal year, (July/June) the vendor shall furnish to UWF a financial statement covering all sales and commissions due UWF certified to be accurate by an independent public accounting firm.
- The vendor shall pay UWF a set percentage of sales as established by contract executed subsequent hereto. Payment made to UWF for this commission, along with a report of gross sales and commissions, in a form acceptable to the UWF Representative, shall be forwarded to his/her attention.
- Product pricing shall stay the same for at least the first two (2) years of the contract.
- Other Financial Matters—Vendor shall be responsible for payment of:
 - Florida Usage Tax
 - All other State, County or Local taxes, fees, assessments, or other unnamed tax, fee, permit, and/or assessment requirements.
 - Any fine that may be levied in connection with the operation of the Vendor's business upon the premises of UWF
 - Florida State Sales Tax

Other Terms and Conditions

- The liability for all machines and contents including merchandise or money stored within the machines shall remain the sole responsibility of the vendor. Under no circumstances shall any liabilities whatsoever be accrued against UWF for damage, pilferage, acts of violence, fire or theft, power failure, acts of God or other acts beyond the control of UWF. This is to include liability for damages, injury or sickness due to product spoilage, contamination, etc. Vendor shall stand loss for all slugs and shortages.
- Vendor shall be required to provide certificate(s) of insurance showing coverages as shown on the UWF's Minimum Insurance Requirements, Attachment C.
- The Vendor (or their service provider) is required to adhere to the Payment Card Industry Data Security Standards (PCI DSS). Vendor (or service provider) shall be responsible for the security of cardholder data that the vendor (or service provider) possesses or otherwise stores, processes, or transmits on behalf of UWF, or to the extent that it could impact the security of UWF's cardholder data environment. The vendor (or service provider) shall provide UWF, upon request, a copy of their PCI DSS Compliance Certificate, if applicable.
- Debit/Credit card traffic shall be independent of UWF's network.

UWF's Obligations/Responsibilities/Rights

UWF shall provide necessary janitorial service for cleaning vending areas. This janitorial service will not include any assistance in cleaning, servicing or loading machines.

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History of Sales

Vending Sales for the five (5) previous years (July 1 – June 30):

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015
Bottle	153,003	136,297	132,502	112,753	99,816
Can	3,590	2,726	2,623	1,332	1,882
Juice	25,786	26,480	18,449	16,249	16,135
Snack	104,190	103,886	107,805	98,654	86,840
TOTAL	\$286,569	\$269,389	\$261,379	\$228,988	\$204,673

Sales data, as a percentage of total sales, by product type per month for the 2014/2015 fiscal year

	Bottles	Can	Juice	Snack	AVG
July	6.6%	3.3%	5.4%	6.7%	5.5%
August	6.3%	6.1%	4.1%	4.8%	5.3%
September	12.8%	10.4%	9.7%	10.4%	10.8%
October	13.6%	12.4%	13.1%	12.7%	12.9%
November	8.0%	6.3%	9.2%	7.9%	7.9%
December	6.4%	14.9%	7.1%	6.5%	8.7%
January	7.7%	9.2%	7.6%	8.6%	8.3%
February	9.2%	12.7%	8.9%	10.7%	10.4%
March	9.2%	9.5%	10.5%	9.6%	9.7%
April	10.2%	8.9%	13.0%	11.4%	10.9%
May	5.1%	2.9%	4.5%	4.6%	4.3%
June	4.9%	3.4%	6.9%	6.1%	5.3%
TOTAL	100%	100%	100%	100%	100%

Beverage sales for the 2014/2015 fiscal year were approximately:

UWF Dining Facilities – \$473,369

UWF Bookstore – \$22,233

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Section III – SPECIAL TERMS AND CONDITIONS

A. Insurance

Each respondent shall include written evidence of insurance coverage in the amounts specified in Attachment C, “Minimum Insurance Requirements” with the proposal.

Upon notification of intent of award to the successful respondent, an original ACORD certificate of insurance must be received by the University of West Florida Office of Procurement and Contracts, which shall be in accordance with Attachment C, “Minimum Insurance Requirements”. During the term of the contract, the successful respondent must provide, pay for and maintain such insurance.

B. Public Records

This Agreement is subject to the requirements of Chapter 119, Florida Statutes (Public Records Law). UWF may unilaterally cancel this Agreement for refusal by 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 in conjunction with this Agreement.

Further, Contractor agrees that, to the extent it may meet the definition of a “contractor” within the meaning of Section 119.0701, Florida Statutes, it will:

- A. Keep and maintain public records that ordinarily and necessarily would be required by UWF in order to perform the services performed by Contractor under the Agreement.
- B. Provide the public with access to such public records on the same terms and conditions that UWF would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer to UWF, at no cost, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to UWF in a format that is compatible with the information technology systems of UWF.
- E. The failure of Contractor to comply with the provisions set forth herein shall constitute a default and breach of this Agreement and UWF shall enforce the default in accordance with the provisions set forth herein.

C. Background Checks

A Level I background check is required to be performed by the successful respondent for each employee engaged in providing the services or activities described in this ITN. The successful respondent must represent that each employee it assigns to provide the services or activities described in this ITN has successfully passed a Level I background check.

The successful respondent shall also include in any related subcontracts a requirement that subcontractors providing work or services for the University on its behalf perform a Level I background check for each employee engaged in providing such work or services. Any and all subcontractors must represent that each employee it assigns to provide the work or services described in this ITN has successfully passed a Level I background check.

Section IV – ITN INFORMATION AND INSTRUCTIONS

A. ITN Information

- Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. The submittal of a proposal by a Respondent will be considered by UWF as constituting an offer by the Respondent to provide the services for UWF at the rates bid herein.
- Respondents shall be of known reputation and shall have sufficient experienced and qualified personnel to adequately perform the prescribed service.
- By submitting a proposal, the Respondent agrees to be governed by the terms and conditions as set forth in this document to include all attachments. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of UWF, render such proposal unresponsive.
- All provisions of this Invitation to Negotiate and the successful Respondent's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement:
 - UWF ITN document, including all attachments
 - All addenda issued pursuant thereto
 - Best and Final Offer (BAFO)
 - Respondent's proposal
 - UWF Contract to include all clarifications & negotiated modifications to Respondent's proposal

B. Submittal Instructions

Respondents shall format their responses utilizing the following Tab, Topics, Lettering, and Numbering system with requested information contained in each. Failure to comply may result in a negative review of your response and may place your response in jeopardy. Each copy is to be submitted in a three ring binder with the appropriate tab identification.

Tab A – Essential Documents

- Signed ITN Certification Form (see Attachment A).
- Signed Certification Regarding E-Verify System (see Attachment D).
- Signed addenda (if applicable).

- If the applicant is a corporation, provide proof that it is properly chartered with the Florida Department of State to operate in Florida. If the Respondent is an out-of-state corporation, enter the foreign qualification number and provide a copy of the Department of State certificate.
- Proof of ability to provide Commercial General Liability coverage in the amount of \$2,000,000 aggregate. Such proof may take the form of a draft 'ACORD' certificate or a letter of intent from the respective carrier or agent (see Attachment C).

Tab B – Executive Overview

- Disclose general information about your company including information regarding amount and type of experience of the company.
- Provide a description of the standard services offered by your company and its ability to provide services as outlined in this solicitation.
- Include copies of the two most recent financial and annual reports for the company.
- Disclose if the company has ever declared bankruptcy. If yes, attach a statement indicating the bankruptcy date, court jurisdiction, trustees' name, telephone number, amount of liabilities, amount of assets, and current status of the bankruptcy.
- Attach detailed information regarding any litigation or claims of more than \$5,000.

Tab C – Service Description

- Installation – Advise whether provided in-house or subcontracted
- Operating Services – Advise anticipated frequency of servicing machines
- Maintenance Services – Provide information regarding
 - Frequency of routine preventive servicing
 - Availability of personnel to repair machines
 - Anticipated response time

Tab D – Equipment

Provide following information regarding the machines offered by your firm:

- Model types – include photographs of units along with
 - space requirements for each type unit
 - infrastructure, utilities
 - other installation requirements
- Features
 - Card reader
 - Energy-saving devices
 - Other

Tab E – Products

List types of products available:

- Carbonated beverages
- Non-carbonated beverages
- Juices
- Snacks

Tab F – Promotional Activities

Provide description of typical promotional program.

Tab G – Other Considerations

Provide description of other considerations firm will provide in support of UWF’s mission such as scholarships, scoreboards, tennis court awnings, sponsorship recognition, allocations of product supplied to specified UWF events, use of concessions trailer, etc.

Tab H – References

Provide at least three (3) references to which you have provided the same or similar service within the last 3 –5 years. Each reference should include the Company Name, Address, Contact Name, Current Phone Number, Fax Number, and E-mail address. Provide sales volume and number of machines at each location.

Tab I – Confidential Information

Any information provided in your submission that meets the criteria of a trade secret as defined under Florida law or meets other criteria otherwise exempt from Chapter 119, Florida Statutes, or other applicable law must be placed in Tab I, Confidential Information.

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Financial Proposal

UWF seeks a financial return in the form of commissions on vending sales and payment for the pouring rights on the campus.

Respondents are to submit the following information in one (1) separate, sealed envelope identified as “Financial/Revenue Proposal” with the firm’s name and ITN # 15ITN-11AJ clearly marked. **Do not include the Financial/Revenue Proposal in the 3-ring binders.**

Respondent may submit proposal on entire package, beverage only (to include beverage vending and Pouring Rights), or snack only.

I. Vending

<u>ITEM</u>	<u>SIZE</u>	<u>SELLING PRICE</u>	<u>PROPOSED COMMISSION ON NET SALES</u>
Beverages:			
Bottle Drinks	_____	_____	_____ %
Canned Drinks	_____	_____	_____ %
Juice	_____	_____	_____ %
Sports Drinks	_____	_____	_____ %
Energy Drinks	_____	_____	_____ %
Water	_____	_____	_____ %
Other	_____	_____	_____ %
 Snack Items:			
Gums/Mints	_____	_____	_____ %
Cookies/Crackers	_____	_____	_____ %
Chips	_____	_____	_____ %
Candy	_____	_____	_____ %
Pastry	_____	_____	_____ %
Popcorn	_____	_____	_____ %
Other	_____	_____	_____ %
_____	_____	_____	_____ %
_____	_____	_____	_____ %

II. Pouring Rights

Financial consideration for exclusive pouring rights.

Section V – EVALUATION, NEGOTIATION, AND SELECTION CRITERIA

EVALUATION PROCESS & CRITERIA

Each response will be reviewed by the Office of Procurement and Contracts to determine whether it is responsive to the submission requirements outlined in the ITN. A responsive ITN is one which has followed the requirements of the ITN, includes all documentation (including, but not limited to, the signed ITN Certification Form), is submitted in the format outlined in the ITN, was submitted prior to the due date and time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may put your response at risk of being rejected as “non-responsive”.

The responses to this ITN will be independently evaluated by an Evaluation Team on the basis of the written responses to this ITN and additional written information as requested. If they are determined to be necessary, the Evaluation Team will conduct additional oral interviews or presentations. The evaluation will utilize the following broad scoring categories:

EVALUATION CRITERIA

1. Experience of firm and standard services offered by firm
2. Specific Service capabilities
3. Equipment proposed
4. Products proposed
5. Promotional Activities
6. Other Considerations
7. Financial Proposal

The evaluation team will review the responses and discuss the strengths and weaknesses for each Respondent’s submittal. Using this process the Evaluation Team will make a recommendation of which firm(s) should be invited to participate in negotiations with the Negotiation Team through consensus.

NEGOTIATION PROCESS

The Negotiation Team will evaluate each financial/revenue proposal within the context of each Respondent’s complete response. The Negotiation Team may enter into negotiations with Respondents in order to achieve the most effective contract for UWF. UWF reserves the right to negotiate concurrently or separately with competing Respondents. UWF reserves the right to reject any and all proposals or portions thereof. UWF reserves the right to withdraw this ITN or a portion of this ITN without making an award. The award recommendation will be made on a Best Value basis to the most advantageous “Best and Final Offer” presented.

UWF reserves the right to award without negotiation on the basis of initial offers received, without discussion, if deemed in the best interest of UWF. Therefore, each initial offer should contain the Respondent’s best terms from a revenue, price and technical standpoint.

Negotiations offer an opportunity for the selected respondents to discuss their offers with UWF negotiators and ultimately present a “Best and Final offer” and details of their business model. The goal of this negotiation process is to identify the optimal outcome or the solution that best meets the needs of UWF.

Representatives of the respondent(s) selected to participate in negotiation(s) shall be first **required to submit written authorization from the company CEO or CFO attesting to the fact that the company’s lead**

negotiator is authorized to bind the company to the terms and conditions agreed to during negotiations and as contained in the offeror's best and final offer. Such authorization will be requested immediately after the ranking of the respondents, and the provision of such authorization will be a prerequisite to continuation in the ITN process. Company negotiators shall enter the negotiations prepared to speak on behalf of the company. UWF reserves the right to immediately terminate negotiations with any company whose representatives are not empowered to, or who will not, make decisions during the negotiation session. Companies are reminded that UWF may elect not to solicit a best and final offer from any company whose representative(s) have been unable or unwilling to commit to decisions reached during the verbal negotiation process.

If UWF determines that a company awarded a contract based on this ITN does not honor all agreements reached during the negotiations, and as contained in the subsequent "Best and Final Offer", UWF reserves the right to immediately cancel the award, and to place the company on UWF's suspended vendor list.

Time is of the essence and therefore UWF retains the right to cease negotiations with any/all firms that do not respond to negotiation issues on a timely basis. UWF may reject offers that are determined to not be reasonably supportable. UWF reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels, and budget constraints.