



TEXAS SOUTHERN UNIVERSITY

Procurement Services - Purchasing

Request for Proposal

for

Snack Vending Services

RFP # 717-23-714

**Your proposal response must be in the Purchasing Office no later than
11:00 a.m. Central time, on Tuesday, January 24, 2023**

(Proposals received after the date and time specified will not be accepted)

Proposals must be received prior to the deadline at this address, and clearly marked:

TSU Purchasing Department
3100 Cleburne Street
Hannah Hall, suite 333
Houston, TX 77004
RFP # 717-23-714
Attn: Sceffers Ward

SECTION I

GENERAL

1.1 SCOPE

The State of Texas, by and through Texas Southern University (TSU), seeks competitive sealed proposals to qualified firms to provide snack vending services throughout the TSU campus, in accordance with the specifications contained in this Request for Proposal (RFP).

1.2 CONTRACT TERM.

The term for a contract awarded from this solicitation will be three (3) years beginning the date of contract execution, with renewal options of two (2) one-year time periods subject to the termination provisions contained in any resulting contract as further described in the Terms and Conditions section of this solicitation.

1.3 DEFINITIONS.

The following is a list of generic definitions to be used only if the terms appear in the RFP:

- (a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed
- (b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses
- (c) Best and Final Offer (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposal
- (d) Contract – The contract awarded because of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits
- (e) Contractor – Respondent whose Proposal results in a contract with TSU
- (f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available on-line at <https://www.txsmartbuy.com/esbd>
- (g) Gov’t Code – Texas Government Code.
- (h) Proposal – The response submitted by a vendor to TSU because of this solicitation.
- (I) Respondent – Any person or vendor who submits a Proposal in response to this solicitation.
- (j) RFP – Request for Proposals, which is the type of solicitation embodied in this document.
- (k) TAC – Texas Administrative Code, which is the publication for administrative rules.

1.4 CONFLICTS OF INTEREST:

Actual and Perceived Conflicts

By submitting a Proposal, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the TSU. The Respondent also represents and warrants that entering a Contract with the TSU will not create the appearance of impropriety. In its Proposal, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with the TSU. The requirement to disclose any actual or potential conflict of interest shall continue during the term of the contract and shall survive until the end of the recordkeeping requirement in Section II. TSU will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal disqualification or Contract termination.

Current and Former TSU Employees

In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of the TSU or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree by affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of the TSU.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

Respondent must identify each employee who works for more than one staffing company at any facility and ensure that the employee's cumulative weekly hours worked at all state facilities through anyone staffing company does not exceed 40 hours per week.

1.5 RECORDS RETENTION

The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of three (3) years after the expiration of the Contract, or until TSU and/or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to TSU, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

1.6 INSURANCE AND OTHER SECURITY

Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide Texas Southern University with current certificates of insurance or other proof acceptable to Texas Southern University of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract.

Commercial General Liability Insurance, personal injury, and advertising injury with, at a minimum, the following limits: **\$500,000 minimum each occurrence; \$1,000,000 per general aggregate.**

Contractor represents and warrants that all the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to Texas Southern University. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract and shall provide Texas Southern University with an executed copy of the policies immediately upon request.

1.7 COMMODITY CODE

The NIGP / State of Texas commodity codes for this solicitation is 965-00 and 966-00.

1.8 TERMINATION FOR CONVENIENCE

The University, by written notice to the Contractor, may terminate the Contract in whole or in part when the University determines in its sole discretion that it is in the University's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

1.9 NON-APPROPRIATION OF FUNDS

Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TSU, either in whole or in part, subject to the availability of state funds. TSU is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TSU becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TSU's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TSU will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TSU will not be required to give prior notice.

1.10 FORCE MAJEURE

Neither bidder nor TSU shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this solicitation caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform

the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.11 INDEMNIFICATION

BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TSU, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS SOLICITATION. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TSU. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TSU FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TSU OR ITS EMPLOYEES.

1.12 TEXAS PUBLIC INFORMATION ACT

Notwithstanding any provisions of this solicitation to the contrary, bidder understands that TSU will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TSU any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this solicitation. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

1.13 PROTEST PROCEDURES

Any actual or prospective bidder who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in Texas Southern University Manual of Administrative Policies and Procedures (MAPP) # 03.02.03.

End of Section I

SECTION II

STATEMENT OF WORK / SPECIFICATIONS

2.1 SCOPE OF SERVICES.

The scope of services covered by this solicitation is to snack vending services throughout TSU campus. We invite proposals for qualified providers of Snack Vending Services to submit a proposal to perform the services as described in the specifications below. Through this process the University desires to obtain the best value agreement for the University.

This Request for Proposal will enable the University to enter into an agreement with a vendor to provide exclusive snack vending services at TSU campus. The snack vendor will provide a variety of snacks, including traditional items and healthy options snacks.

2.2 Statement of Work and Requirements

Vendor agrees to provide the following:

1. Vending Commissions and Incentives:

- a) Vendor must describe how it would compensate the University for this solicitation, as well as detail any applicable charges or fees, and cost benefits to the University. Vendor must specifically and describe vending commissions, charges, costs, and the types of discounts or cost benefits being offered to the University and any other related financial incentives for consideration.
- b) The vending commissions must be based on the gross sales of Products less the sales tax paid to the State by the Vendor on the sale of the products to the consumers. If the Vendor offers varying commission rates per product type, the Vendor must clearly state the rate structure, and provide the rationale for such a rate structure in its Proposal. Vendor shall submit a proposal outlining the commission structure for each year of the Contract.

In the event the Contract is extended for additional years the university and the successful vendor will agree to negotiate the terms of the extension with regards to the commission structure.

- c) The annual snack vending sales for the past 5 years is approximate \$20,000 per year.

2. Tiger Card/Bucks and Debit/Credit Cards

- a) All the snack vending machines should be equipped with TSU card (Tiger Bucks) and Debit/Credit Card readers at the time of installation. If this is not possible, the successful vendor must notify the contract administrator in writing with the reasons and

remedy. The University's preference is that all vending machines have the capability to accept the University's Tiger cards as a method of payment. The University system will utilize wireless technology to connect the TSU card to the host. Vendor must outline the type of technology that they will utilize for the Debit/Credit reader.

- b) It is the university's preference that the Vendors can participate in the University's card system. This card system provides a cashless debit transaction payment system for the purchase of vending snacks and food items on the TSU Campus. In most situations, card transactions are provided through readers that allow users to make purchases electronically with a swipe or insertion of a card. TSU cards are currently accepted at most of the other retail or non-academic venues across the campus, such as the University Bookstore, dining facilities, laundry facilities, convenience copiers, and printer services.
- c) The successful Vendor is also responsible for the purchase, maintenance, repair, installation, and replacement of TSU card readers on Vendor's vending machines; network (if required) to those vending machines; and for all associated costs. The successful Vendor is also liable for any maintenance or repair to the card equipment, or its infrastructure, that is necessary due to any negligence on behalf of the Vendor or its representatives.

3. Equipment

- a) All vending machine placements must be new vending machines, or like-new vending machines ("like-new vending machines") are those vending machines that are less than 3 years old and have been refurbished immediately prior to installation at the TSU campus system-wide pursuant to this competitive solicitation). Any replacements of vending machines or additions of vending machines during the contract term shall also be with new machines or TSU-approved like-new vending machines. At no time during the contract term will any vending machine on the TSU Campus be older than five (5) years.
- b) Card readers, software and license fees for this equipment shall be supplied at the sole and complete expense and responsibility the vendor.
- c) Within eight (8) hours of notification, if notification is made before noon on weekdays, and within twenty-four (24) hours if notification is made after noon on weekdays, Vendor's service technician shall respond to and within twenty-four (24) hours begin repairs on any malfunctioning equipment.
- d) The Vendor will keep vending machines adequately serviced and supplied with fresh products and due care will be exercised to ensure that proper products correspond to vending selection.
- e) In the event that Vendor does not repair equipment or does not keep vending machines supplied with products within three (3) business days of notification from University, Vendor will agree that one of Vendor's management staff will personally contact

University's Contract Administrator and will ensure that the situation will be corrected within twenty-four (24) hours. All equipment to be installed at the USF campuses shall be subject to inspection and approval by University prior to final installation and operation. All vending equipment interiors and exteriors will be cleaned routinely minimum of twice a year (summer and spring time) by Vendor to maintain appearance and help prevent pest infestation.

- f) Vendor will promptly within three (3) business days move or remove equipment at University's direction. Equipment will be moved immediately (within twenty-four (24) hours) if placement is deemed a fire or safety hazard in University's sole discretion.
- g) All snack vending machines shall have dollar bill acceptors unless it is specifically agreed by the university to eliminate the unit in select locations.
- h) Equipment upgrades during the life of the contract will be provided by the firm at no cost to the Texas Southern University. All equipment provided should be new state of the art equipment or refurbished equipment accompanied by a maintenance and replacement schedule.

4. Products and Pricing

- a) The successful Vendor shall provide a cost effective, high quality solution to the snack vending services that provides nutritional options and meets the needs of the university community. The successful Vendor's products shall be of nationally known and accepted brands; furthermore, highly popular brands and/or new additions to the market will be furnished by the Vendor upon university's request. All brands available to Vendor should be included in Vendor's proposal. Gum and any type of gum product or product combinations that includes a gum substance are strictly prohibited from being placed in any vending machines.
- b) The University has an exclusive Pouring Rights' contract, currently with Coca-Cola, which will end in 2023 at which time the University intends to award a new exclusive Pouring Rights' contract. The Vendor's proposed list of vended products can include the following item categories milk, specialty name branded flavored milk (i.e., 2% skimmed; chocolate milk; flavored milk).
- c) The Vendor shall provide a proposed list of vended products that includes the product, brand and for each product, the volume/weight, and price to the consumer. The Vendor's proposed list of vended products should include the beverage item categories: milk and hot chocolate, specialty name branded flavored milk (i.e., 2% skimmed; chocolate milk; flavored milk, ice cream products.
- d) Vendor should support TSU's Healthy Campus initiative by providing a product mix of at least 35-40% healthy choices.

- e) Vendor shall be responsible for compliance with all federal, state and local laws and regulations governing the handling of food products and procedures, and keep in effect all necessary licenses, permits and food handler's cards as required by law as related to equipment.
- f) Refund policy - Vendor agrees to establish an easy-to-access telephone number for promptly providing refunds due to machine malfunctions and/or spoiled product. Prominently located stickers must be placed on each machine detailing how refunds can be requested. This will include the list of the on-campus refund stations/offices with their phone numbers. The vendor will provide each refund station \$25 cash for refunds purpose and will refurbish the same as the refund money balance reaches \$5. All legitimate refund requests must be honored within two business days of receipt. Failure to maintain this system by the vendor is grounds to terminate the contract.
- g) Changes to Vended Product - Once the product mix is approved by the university, the Vendor must get prior written approval from the Auxiliary Contract Administration representative before making any changes in the vended items.
- h) Prices on Vended Products - Vendor's proposed list of vended products must include the price of each vended item proposed. Vendor's proposed pricing of items may be less than or equal to the current pricing of comparable items, but proposed pricing of items may not be greater than the current pricing of comparable items. Vendor shall also propose initial pricing for any new or additional items that do not have comparable items on this list. Pricing for new or additional items added during the contract term shall be based upon mutual agreement of the University and the Vendor.

Pricing Increases - When the successful Vendor desires price increases related to the vended products, the Vendor will need to submit to the Auxiliary Contract Administration representative the request for a price increase in writing with the reason for the requested increase and supporting documentation. Unless there are extenuating circumstances (as determined by TSU), the University will not grant Vendors request for price increases that exceed the average percentage increases implemented in vending machines located elsewhere near the TSU campus.

- i) Special Pricing - Vendor will not furnish free or discounted pricing on any vended product to any individual or group at TSU without receiving prior written approval from the TSU Contract Administration representative.

5. Implementation Plan

- a) Operational Plan & Approach - The Vendor must submit a detailed Operational Plan for the Snack Vending Operations for the first twelve (12) months of the Contract. The emphasis and details enclosed in the Operational Plan should provide an in-depth analysis and description of the proposed services with immediate and phased-in solutions and marketing initiatives.

- b) Transition - The Vendor must submit a project schedule for a smooth transition from the current contract and/or Vendor, which ensures uninterrupted service to the University community. The transition project schedule should include the dates for installation of vending machines at each location.
- c) Contain/Reduce Pricing -The Vendor should specifically address in its Operational Plan the actions the Vendor would take to maintain or reduce pricing of vended product while achieving maximum sales volumes.
- d) Historically Under-Utilized Business (HUB) – The vendor will describe their plan to support the university’s commitment to provide opportunities for small, minority, services disabled veteran, and woman owned businesses.

6. Marketing

- a) The Vendor must propose marketing strategies in sufficient detail that would encourage the purchase of the vended products on the TSU campus wide. The Vendor should also provide details on Marketing/Communication events for Vending Services Awareness effort. The Vendor will ensure the use of appropriate signage, personnel, and any other means of marketing communication when communicating with the University community regarding its vended products and vending services.
- b) Vendors must dedicate the resource necessary to a vigorous and successful marketing plan, specifically designed to support TSU goals to:
 - 1. Maximize TSU resulting revenues and other benefits
 - 2. Control cost for TSU, its faculty, staff, students’, fans, and visitor
 - 3. Provide exceptional service and supports to TSU and its numerous constituencies all attained while operating in an environmentally sustainable and energy-efficient manner.

7. Reports/Records/Retention

- a) Monthly Vending Operation Reports - the successful Vendor will provide the University with monthly reports, on or before the 15th day of the end of the month, which will include, at a minimum, the following information for each TSU Machine:
 - Sales by machine types and location
 - Gross revenue per machine
 - Tax amounts paid to the State
 - Applicable Commission rates
 - Commission amounts (per Product, per Vending Machine, and Total)
 - Method of Customer Payment (cash, Credit, Debit, TSU Card, if applicable)
 - Sample Monthly Report -Vendor must provide a proposed sample monthly report based on the details required above.
- b) Annual Report - The successful Vendor will maintain separate accounting records for its operations conducted at the University because of the contract. At the end of each Contract

Year, the Vendor will furnish, at a minimum, a summary of the sales and commission paid for each month of that Contract Year on the TSU campus, no later than 30 days after the end of the Contract Year or effective date of termination. The successful Vendor will keep the related accounting records on file at the Vendor’s office for accessibility and for review or audit upon TSU’s request. Vendor must submit a Sample Annual Report with its proposal.

- c) Reconciliation - The successful Vendor must reconcile the reports on sales; TSU Student Card, debit card and credit card transactions; and cash collected on a regular basis. Vendor must state in its proposal the frequency in which it will reconcile such reports.
 - d) Retention of Records and Audits - The successful Vendor is strictly accountable for all receipts, disbursements, collections, refunds, delinquency, and any applicable reports related to vending operations and will reconcile these records and reports with the designated Business Services Representative as required. The Vendor must keep these accounting records on file at the Vendor’s office for accessibility and for review or audit upon demand with or without prior notification by TSU for the term of the Contract and for three (3) years thereafter.
 - e) Additional Reports or Data - The University may request additional data or reports, the Vendor must provide requested data and reports in a reasonable amount of time. If permanent changes need to be made in the data included in the monthly reports because additional information is required, the Vendor will collect and provide such data and/or reports to the University on a continued basis.
 - f) Meetings - No later than two months after the end of Vendor’s fiscal year of operation, Vendor will provide an overview outlining the previous year’s performance, national, regional, and local trends, and performance goals for the upcoming year. In addition, the University and the successful vendor will have quarterly scheduled meetings to discuss performance, service and/or operational issues that need to be addressed.
 - g) What is your ability to produce additional customized reports?
 - h) Describe any real-time reporting features vending machines place on campus will have.
8. TSU is seeking to improve its revenue and add new locations. Below is the list of snack vending machine Locations

<u>Building & Location</u>	<u>#</u>	<u>Type</u>
Hannah Hall, 3 rd floor	1	Snack
Gray Hall, 3 rd floor	1	Snack
Science Center, 1st floor	1	Snack
Fairchild Hall, 1 st floor	1	Snack
Music Auditorium, lunchroom	1	Snack

Sterling Student Center, 2 nd floor	1	Snack
Bell Bldg. basement	1	Snack
School of Law, basement	1	Snack
School of Business, 1 st floor	1	Snack
School of Education, 1 st floor	1	Snack
General Services Bldg., (Maintenance Area)	1	Snack
MLK Bldg., 1 st floor	1	Snack
Parking Garage , 1 st floor	1	Snack
KTSU Radio, lunch area	1	Snack
Public Affairs, 1 st floor	1	Snack

<u>Residential Building & Location</u>	<u>#</u>	<u>Type</u>
Tierwester Oaks #2, lobby	1	Snack
Tierwester Oaks #4, lobby	1	Snack
Tierwester Oaks #1, 1 st floor	1	Snack
Towers Female, 1 st floor	1	Snack
Towers Female, 3 rd floor	1	Snack
Towers Female, 5 th floor	1	Snack
Towers Male, 1 st floor	1	Snack
Towers Male, 3 rd floor	1	Snack
Towers Male, 5 th floor	1	Snack
Courtyard-UC1, 2 nd floor	1	Snack
Courtyard-UC1, 4 th floor	1	Snack
Courtyard-UC2, 2 nd floor	1	Snack
Courtyard-UC2, 4 th floor	1	Snack

9. Vendors must dedicate the resource necessary to a vigorous and successful marketing plan, specifically designed to support TSU goals to:

- a. Maximize TSU resulting revenues and other benefits
- b. Control cost for TSU, its faculty, staff, students, fans, and visitors
- c. Provide exceptional service and supports to TSU and its numerous constituencies all attained while operating in an environmentally sustainable and energy-efficient manner.

Such a marketing plan shall clearly propose innovative and effective distribution, merchandising and marketing opportunities to serve the needs of all of TSU: implement processes which provide a state-of-the-art response to the demands of consumers' evolving product and distribution demand; and support existing and future modes of distribution to TSU's customers.

10. Student Activities Sponsorship

Student Activities – Each year TSU celebrates its annual Homecoming and various activities are coordinated such as fashion and Comedy shows, parties and other activities.

2.2 Evaluation Criterion

- Criteria 1: Experience and Qualification of the Vendor with References
- Criteria 2: Plan for providing services including reasonable Pricing and product line
- Criteria 3: Commission rates and Financial Incentives
- Criteria 4: Snack vending Equipment Service
- Criteria 5: Customer Service Plan including Marketing and Communication

Criteria 1: EXPERIENCE and Qualification of the Vendor with References

1. The Vendor shall provide a general statement of experience, which shall include a verifiable statement and description of the Vendor's experience in providing vending services specialty snack vending to a university and/or large multi-building facility. The statement also shall provide a list of current client accounts which are in the United States. TSU may give preference to vendors with experience providing services to customers that are of similar size and scope as TSU. Client account information shall include contact name, address, phone number, length of service, and dollar volume of each account.
2. Ability of Vendor's organization to meet the snack vending needs of the University.
3. List primary officers and support staff of your organization.
4. Provide a chart of the company's organization structure
5. Number of years' experience in providing vending service. At least five (5) years of experience is required.
6. Provide at least three (3) verifiable customer references (preferably in higher education of equal size and scope): including company name, address, phone number, email, website, and contact person's name and title, as well as number of years servicing this customer.

Criteria 2: Plan for providing Services including reasonable Pricing and Product line

1. Provide evidence of the vendors' capacity to provide the service and support outlined.
2. Provide a complete description of product offerings to be sold. Proposer should also describe any proposed promotions, specials, or other food service innovations that it intends to implement to encourage and grow business
3. Describe your company's ability to provide coverage and support at TSU campus system wide. Provide current information about the company's location of sales and service units that would service the account.

4. What percentage of total vending products in the machines would have a Healthy choice option?
5. Describe the process for assessing product offerings, including changing, adding, and removing product.
6. What process will your firm use to determine emerging snack products based on market trends?

Criteria 3: Commission rates and Financial Incentives

1. What types of compensation, and additional revenue producing opportunities would you offer to the University?
2. Describe all revenue sources this service provides.

Criteria 4: Snack vending Equipment Service

1. Describe proposed equipment upon implementation of a new contract. Include model numbers, age, specifications (power consumptions, etc.) and capacity.
 - a. For each proposed equipment item listed, please indicate your ability to co-brand machines with TSU logos.
 - b. For each proposed equipment item, you list, provide a service plan and maintenance schedule.
 - c. For each proposed equipment item, you list, provide a timeline for upgrading equipment (i.e. 1 year, 3-year, 5-year upgrade plan)
2. Describe how you would customize machines and surrounding areas including TSU logos and graphics.
3. How will you honor TSU Card at machines?
4. Describe your company's process for servicing machines and frequency.
5. Describe your firms' solution for monitoring repairs, machine and product inventory, performance, product movement and product adjustments.
6. Describe any real time reporting features vending machines placed on campus will have.

Criteria 5: Customer Service Plan including Marketing and Communication

1. How will your company handle if a customer is dissatisfied with their vending experience (purchase or product issue)?
2. Does your company have a satisfaction guarantee program for customers?
3. How will you handle refunds?
 - a) Can you provide refunds directly to the individual? If not, what process would you use?
 - b) Can you provide refunds on campus?

- c) Can you provide refunds directly at the vending locations?
4. How will you support and report customer complaints, product complaints and customer service issues?
5. What are your response and resolution times?
6. What type of value-added services could you offer the University that sets you apart from other service providers?
7. Describe any possible cross promotional initiatives which may include strategic alliances with national, regional and/or local recognized third-party brands and any University partners.
8. Outline your company's ability to develop and implement a mobile app capable of locating equipment locations and product by location.
9. Please indicate any funds allotted to the University for marketing vending and product testing
10. Describe how you will provide an accessible resource for internal/local promotions.

2.3 Minimum Requirements

The Contractor must meet the following:

1. Must have been in business for 5 years
2. Have the capacity to provide the required snack vending services
3. Ensure high level of quality and responsiveness
4. Have the appropriate equipment, supplies and expertise to provide the required services
5. Vendor must have successfully provided similar services for an organization equal to or greater in size than TSU.

End of Section II

SECTION III

PROPOSAL INFORMATION

3.1 SCHEDULE OF EVENTS.

The solicitation process for this RFP will proceed according to the following schedule:

<u>EVENT</u>	<u>DATE</u>
Issue RFP / ESBD Posting Date	December 15, 2022
Pre-Proposal Conference	January 04, 2023
Deadline for Submission of Questions	January 06, 2023
Response to Questions	January 12, 2023
Deadline for Submission of Proposals	January 24, 2022

3.2 REVISIONS TO SCHEDULE.

TSU reserves the right to change the dates in the schedule of events above upon written notification through a posting on the Electronic State Business Daily (ESBD) and the TSU Purchasing website. It is the responsibility of interested parties to periodically check either website for updates to the RFP prior to submitting a Proposal. The Respondent’s failure to check the website will in no way release the selected Contractor from the requirements of addenda or additional information; nor will any resulting additional costs to meet the requirements be allowed after award(s).

3.3 SITE VISIT/PRE-PROPOSAL CONFERENCE.

A pre-proposal conference will be held to be Wednesday, **January 04, 2023 @ 10:00 a.m.** at Texas Southern University, Hannah Hall, Conference Room 129, 3100 Cleburne Street, Houston, TX 77004. All Proposers’ are highly encouraged to attend the pre-qualification conference and are to meet promptly at the above date and time.

3.4 PROPOSAL REQUIREMENTS.

- (a) Submissions: Respondents shall submit one (1) paper original and one (1) paper copies of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal. **Please submit a flash drive version (Word) as well.** Please ensure that the entire bid response is on the flash drive as this will be the official version of your bid response and will be the only copy, we keep on file.

Format of Proposals - Firms will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:

- Introduction Letter (2 pages maximum)
- Table of Contents

- Tab 1: Criteria 1
- Tab 2: Criteria 2
- Tab 3: Criteria 3
- Tab 4: Criteria 4
- Tab 5: Criteria 5
- Tab 6: Exhibit A - HUB Plan
- Tab 7: Exhibit B - Execution of Offer

- (b) TSU will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14-point font.

3.5 INQUIRIES.

- (a) All inquiries shall be submitted in writing (in Word format) via email to Mr. Sceffers Ward at wardsv@tsu.edu by **12:00 noon Central time on Friday, January 06, 2023**; the date listed as the deadline for submission of questions as specified in Section 3.1 above.
- (b) All inquiries will result in written responses with copies posted to the Electronic State Business Daily, available at <https://www.txsmartbuy.com/esbd> and to TSU Purchasing website. If a Respondent does not have internet access, a copy of all written responses may be obtained through the point of contact listed above.
- (c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees, and representatives of TSU will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.
- (d) If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket exception' to this entire RFP. If any Respondent takes a blanket exception to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be

disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

3.6 PROPOSAL SUBMISSION.

- (a) All Proposals shall be received and documented in the Purchasing Office at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals.
- (b) Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is the Respondent's responsibility to appropriately mark and deliver the Proposal to Mr. Sceffers Ward by the specified date. A United States Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site receipt confirmation WILL NOT be accepted.
- (c) Telephone, email, and facsimile Proposals will not be accepted.
- (d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

3.7 POINT-OF-CONTACT:

The Owner designates the following person, as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.

Mr. Sceffers Ward
Interim Director of Procurement
TSU Purchasing
Email: sceffers.ward@tsu.edu
Email: procurement@tsu.edu

3.8 DELIVERY OF PROPOSALS.

Proposals packets are commonly submitted to TSU by one of the following methods: (1) U.S. Postal Service overnight, (2) Fed Ex overnight / Express Mail, and/or (3) Hand Deliver (recommended). Regardless of how you deliver your Proposals response please note:

Due to the Coronavirus (COVID-19) pandemic there will be some amendments in the delivery of all responses that are in progress. All Respondents are to deliver their submittals to the Texas Southern University Post-Office. You may find the exact location for the Post Office (Bldg. #106_PO) on the campus map.

<http://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf>

TSU Post Office, 3100 Cleburne St, Houston, TX 77004

**Please instruct your courier NOT to go to the Warehouse nor Central Receiving as this could delay delivery and could ultimately result in your response being late and rejected. Due to the current pandemic, all solicitation responses must be delivered to TSU’s Post Office.

3.9 PROPOSAL OPENING.

Proposals will be opened at the office of the attending buyer in their office or nearby conference room, whichever is most appropriate. (“TSU is practicing social distancing, submittals will be opened, but there will NOT be a public opening.”)

- (a) All submitted Proposals become the property of TSU after the RFP submittal deadline. The submitted Proposals and accompanying documentation will not be returned.
- (b) Proposals submitted shall constitute an offer for a period of one hundred twenty (120) days or until selection is made by TSU, whichever occurs earlier.

3.10 PROPOSAL EVALUATION AND AWARD.

- a) TSU shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas and Texas Southern University, as defined by Texas Government Code, Section 2155.074.
- b) Owner’s Reservation of Rights. Owner reserves the right to reject any or all Proposals at any point during this selection process, and to abandon or postpone – temporarily or permanently – the Project at any time. Further, Owner reserves the right to re-post an RFP for this Project if Owner determines such action will further and/or protect its interests. Owner reserves the option to conduct additional selection steps to further establish a Respondent’s Proposals. Additional steps may include, but not necessarily be limited to scheduled visits to the Respondent’s offices or to representative projects, and written requests for supplemental information.
- c) A committee will be established to evaluate the Proposals. The committee will include employees of TSU, and other persons invited by TSU to participate.
- d) TSU reserves the right to award contract(s) without any negotiations, without a BAFO, and/or TSU reserves the right to not make an award at all.
- e) The Respondent is strongly encouraged to provide its best price in its Proposal because TSU makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process.
- f) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

<u>Criteria</u>	<u>Weight</u>
Criteria 1: Experience and Qualification	20%
Criteria 2: Plan for providing services including reasonable Pricing and product line	25%

Criteria 3: Commissions and Incentives	30%
Criteria 4: Snack vending Equipment Service	15%
Criteria 5: Customer Service Plan including Marketing and Communication	10%

- g) The evaluation committee will determine if Best and Final Offers (BAFO) are necessary. Award of a contract may be made without a BAFO. TSU may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a BAFO is at the sole discretion of TSU and if requested, will be extended in writing.

3.11 EVALUATION OF PROPOSAL:

The evaluation of the Proposals shall in part be based on the Respondent's actual criteria and other requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.

3.12 HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:

**** A State of Texas HUB plan is required for this solicitation.**

It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted its Policy on Utilization of Historically Underutilized Businesses, a copy of which is attached hereto and will be included as an Exhibit to the Agreement. The Policy applies to all contracts with an expected value of \$100,000 or more. If Owner determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Proposal. Failure to submit a required HUB Subcontracting Plan will result in the rejection of the Proposal.

3.12.1 STATEMENT OF PROBABILITY Owner has determined that subcontracting opportunities are probable in connection with this solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the Respondent's Proposal. Respondent shall develop and administer a HSP as a part of the Respondent's Proposal in accordance with the Owner's Policy on Utilization of Historically Underutilized Businesses (HUB).

3.12.2 Respondent's HUB Subcontracting Plans must be attached separately in a sealed envelope clearly labeled "HUB Subcontracting Plan" and must have the name of the project and the bid number clearly marked on the outside of the sealed envelope.

3.12.3 Refer to Policy on Utilization of Historically Underutilized Business for a detailed list of attachments required with the HSP available at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

3.12.4 HUB SUBCONTRACTING GOAL: The HUB Subcontracting Goal for this Project is Twenty-six (26.0) percent. Respondents are expected to make a good faith effort to meet this goal.

3.13 RESERVATION OF RIGHTS:

The University may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The University reserves the right to divide into multiple parts, to reject all Proposals and re-solicit for new Proposals, or to reject all Proposals and temporarily or permanently abandon the Project. University makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

3.14 ACCEPTANCE OF EVALUATION METHODOLOGY:

By submitting its Proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the “best value” firm will require subjective judgments by the University. Further, respondents accept there are unknowns regarding the organizational change management delivery method and the owner has supplied sufficient project information to submit a responsive RFP response.

3.15 NO REIMBURSEMENT FOR COSTS:

Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFP shall be at the sole risk and responsibility of the respondent.

3.16 VENDOR PERFORMANCE:

In accordance with Texas Government Code, 2155.074 and 2155.75, vendor performance may be used as a disqualification factor in the award. Vendor performance information on the Controller of Public Accounts website may be accessed at:

http://www.window.state.tx.us/procurement/prog/vendor_performance/.

TSU may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TSU may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of Contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, TSU may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of TSU, and any negative findings, as determined by TSU, may result in non-award to the Respondent.

3.17 COMPLIANCE WITH LAW:

Respondent is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938,

Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, Texas Southern University Policies, and all laws and regulations and executive orders as are applicable.

End of Section III

EXHIBIT A

HUB Plan

Insert your completed and signed HUB Plan

EXHIBIT B

EXECUTION OF PROPOSAL

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

Respondent has not given, offered to give, nor intends 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 the submitted response.

Neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent’s Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, .under Section 2155.004, Government Code, the vendor/respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

Any Proposal submitted under this RFP shall contain the names and social security numbers of person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Proposal.

Name: _____
Social Security Number: _____
Name: _____
Social Security Number: _____
Name: _____
Social Security Number: _____

Under Government Code § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the TSU) or any other state agency was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of TSU or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

TSU is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS), <http://www.epls.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been:

(1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or

(2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or an investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under

the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials and/or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other
- Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Proposal.

RESPONDENT (COMPANY): _____

YOUR SIGNATURE (INK): _____

YOUR NAME (TYPED/PRINTED): _____

YOUR TITLE: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

End of Exhibit B

Product List and Pricing

End of the solicitation