



UNIVERSITY
OF MANITOBA

Financial Services

Purchasing Services
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UNIVERSITY OF MANITOBA

Cold Beverage Service

REQUEST FOR PROPOSAL

RFP # FG 140304 JB

SECTION 1 – PROJECT SUMMARY

1.1 PROJECT OVERVIEW

The University of Manitoba is soliciting proposals for an exclusive cold beverage contract. The University will only consider proposals from financially responsible firms presently engaged in the business of providing cold beverages. Each Offeror must furnish the required documents in the required format as outlined in this RFP in order to be considered responsive.

The University expects to award the contract to the best-valued Offeror based on the requirements in this solicitation. The Offeror selected for award will be the Offeror whose proposal is responsive, responsible, and is the most advantageous to the University, as determined by the University in its sole discretion.

1.2 PROJECT DETAILS AND DESIRED OUTCOMES

The University is looking to secure services equal to, or better than, the level of service currently provided. It is the University's desire to have a fixed fee annual contribution guaranteed commission-based structure. The University's primary goals of this RFP are to increase financial return to the University and to increase satisfaction to the University and the students. The scope of work and the expectations for the cold beverage provider are detailed in Exhibit 1.

1.3 PROJECT TERM

This contract will commence on July 1, 2014. The term of this contract is seven (7) years.

1.4 CURRENT CONDITIONS

Best efforts have been made to obtain accurate, detailed information on the current conditions at the University, as detailed on Exhibit 2; however, Offerors should not assume this information is 100% complete or accurate.

SECTION 2 – INSTRUCTIONS TO OFFERORS

2.1 UNIVERSITY REPRESENTATIVES

The University has designated representatives (listed below) whom are responsible for the conduct of this procurement. All inquiries, concerns, or clarifications regarding this procurement must be submitted to these individuals only via fax or email (no phone calls). Offerors shall not contact any other University employees. Please copy both individuals on all correspondence.

Procurement University Representative - All inquiries regarding the procurement, process, procedures, or submittals must be submitted in writing via email or fax to the individual listed below (and CC the Technical University Representative):

Jurgens Bekker (Assistant Manager, Purchasing Services)
Fax: 204-474-7509
E-mail: jurgens.bekker@umanitoba.ca

Technical University Representative - All technical inquiries regarding the project specifics (such as scope of work, current conditions, desired outcomes, etc.) must be submitted in writing via email or fax to the individual listed below (and CC the Procurement University Representative):

Tannis Campbell (Manager, Office of the Associate Vice-President,
Administration)
Fax: 204-474-7822
E-mail: tannis.campbell@umanitoba.ca

2.2 INQUIRES, CLARIFICATIONS, REQUESTS FOR INFORMATION

Offerors are expected to promptly review the Request For Proposal (RFP) document, including all of the attachments, exhibits, and addendum. If discrepancies, inconsistencies, or omissions are found, the Offeror shall immediately notify the University Representatives noted in 2.1. If the Offeror has questions or requires clarification on any part of this RFP, they shall immediately notify a University Representative noted in 2.1. All questions, inquiries, clarifications, must be emailed by the due date identified in the Procurement Schedule. The University Representative may publish and respond to any such requests by issuing written addenda. Verbal clarifications shall not be binding. Offerors should not rely upon any statements made by any person other than the University Representatives noted in 2.1.

2.3 PROCUREMENT SCHEDULE

The University will make every effort to adhere to the schedule below. However, the University reserves the right to modify these activities and dates at any time.

No	Activity	Date
1	Project Announcement	03/04/14
2	Pre-Proposal Conference	03/18/14
3	Site Walk	03/18/14
4	Deadline to Submit Questions/Inquiries	03/20/14
5	Proposal Due Date (4:00 PM Winnipeg Time)	04/01/14
6	Interviews	04/03/14
7	Clarification Period	04/04/14 - 04/29/14
8	Anticipated Date of Award	4/30/14
9	Transition Period	05/16/14 – 06/30/14
10	Start of Service	07/01/14

2.4 PRE-PROPOSAL CONFERENCE AND SITE VISIT

A pre-proposal conference and site visit will be conducted to provide an overview of the project and the procurement process. Potential Offerors are strongly encouraged to send their potential Key Account Manager to the training to obtain the greatest educational benefit. Attendance at this conference is not mandatory, but highly encouraged. To obtain additional information about this meeting (such as the address/location/time), please send an RSVP email to both individuals listed in Section 2.1.

Offerors are encouraged to watch an online video of the Best Value Process prior to attending the pre-proposal conference to obtain an understanding of the process. The Best Value Process video can be found at: <http://www.pbsrq.com/videos/supplier-education/>.

2.5 ADDENDA

The University may make changes to the RFP and/or provide clarification to information stated within the RFP by way of issuance of written addenda. All addenda issued prior to the Proposal Due Date will become part of this RFP and will be deemed to have been considered by the Offeror in its proposal.

Suppliers are required to monitor the University's Purchasing Services Bid Opportunities website http://www.umanitoba.ca/admin/financial_services/purch/Bid_Opportunities.html for all addenda to the RFP. It is the responsibility of the Bidder to ensure all addenda were received.

SECTION 3 – SUBMISSION OF THE PROPOSAL

3.1 DATE, TIME, AND LOCATION

All proposal packages **MUST** be received by Purchasing Services no later than the date/time indicated in the Procurement Schedule in Section 2.3 (“Proposal Due Date”). Proposals received after this deadline will **NOT** be accepted. The proposal package must be delivered to:

Jurgens Bekker
Assistant Manager, Purchasing Services
University of Manitoba
66 Chancellor Circle, 410 Administration Bldg.
Winnipeg, MB R3T 2N2

The University is not responsible for the timeliness of mailed documents, nor will the University accept any proposal delivered to a different location.

3.2 FORMAT

All proposals must be printed on standard 8½ x 11 paper. Offerors must use the templates provided in the required Attachments. Proposal documents should be stapled together. Do not bind the documents in any other way.

3.3 NUMBER OF RESPONSES

Each Offeror shall submit only one (1) original hardcopy proposal and one (1) electronic version of their proposal on a CD or USB (in MS Word). Proposals submitted by facsimile or email will not be accepted.

3.4 PROPOSAL PACKAGE CONTENTS AND REQUIREMENTS

Each Offeror shall submit one (1) proposal package. The package should be marked with reference to this RFP (RFP Number and Name). The package must be sealed and contain the information below. Any proposal that does not adhere to the requirements in this RFP may, at the University’s sole discretion, be deemed non responsive and rejected.

Attachment A – Proposal Form
Attachment B* – Team Qualifications
Attachment C* – Project Plan
Attachment D* – Risk Assessment Plan
Attachment E* – Value Assessment Plan
Attachment F – Reference List
Attachment G – Survey Questionnaires
Attachment H – Past Performance Information Scores
Attachment I – Financial Proposal Form

A CD or USB containing the proposal as required in Section 4

** Indicates that the entire Attachment must be anonymous. These Attachments must NOT contain any names (company, personnel, project, product, etc.) that can be used to identify the Offeror.*

SECTION 4 – PROPOSAL REQUIREMENTS AND FORMAT

4.1 OVERVIEW

This contract, if any, will be awarded on a best value basis, as outlined in this RFP. The best value process consists of three primary stages: 1) selection, 2) clarification and pre-planning, and 3) post award performance measurement.

Selection: The first stage of the best value process focuses on the Offeror's ability to differentiate itself based upon the ability to identify, prioritize, and minimize risks, add value to the University and show a high level of past performance on behalf of other clients. Instead of focusing on minimum expectations, the University is allowing Offerors to compete based on value and their ability to maximize the University's satisfaction. Consequently, the submitted proposals should be brief, show differentiation, and allow the University to make a decision on which Offeror is the best value Offeror for the University. It is imperative that each Offeror realize that what is written in the proposals and discussed in the interview will become part of the Offeror's final contract.

Clarification and Pre-Planning: The second stage of the best value process occurs prior to award with the anticipated highest prioritized Offeror. This Offeror will be required to clearly present their plan on how they will complete the project on-time, meet all of the financial contributions/commissions, and meeting the quality expectations of the University. This period of time is provided to the Offeror to ensure that they have properly addressed and accounted for all aspects of the service in their proposal.

Post Award Performance Metrics: The third stage of the best value process occurs after award, and requires the awarded Offeror to monitor and track all risks on the project on a weekly basis and to document their performance on a monthly basis.

4.2 ATTACHMENT TEMPLATES

This RFP contains Attachments, which must be used by the Offerors to submit their proposal. An electronic copy of each Attachment is posted online. The Offeror must download, complete, and submit each Attachment as their proposal. Offerors shall NOT re-create these attachments, create their own attachments, or edit the format of the attachments (page sizing, font type, font size, color, etc.). Any proposal that does not adhere to these requirements may, at the University's sole discretion be deemed non responsive and rejected.

4.3 PROPOSAL FORM (ATTACHMENT A)

The Offeror must complete all information requested in Attachment A. This document requests information on the following items:

- Contact information of the Offeror
- Acknowledgement of all addenda
- Identification of the critical project team, including the Key Account Manager that will be assigned to this project. This individual shall be used by Offeror for the duration of the Contract resulting from this RFP. This individual CANNOT be removed or replaced, unless requested to do so by the University.

- Completion of all certification statements.

This document must also be signed by the person authorized to contractually obligate the Offeror/Organization.

4.4 **TEAM QUALIFICATIONS AND CAPABILITIES (ATTACHMENT B)**

The Offer shall prepare and submit Attachment B. The goal of this plan is to allow the Offeror to differentiate their capability to meet the requirements of this project by aligning their expertise. The Offeror is encouraged to describe the team of key personnel that will be assigned to this project along with key performance metrics (example: how long they have been with your company, years of experience in current position, number of similar projects, average customer satisfaction ratings, performance improvements, awards received, etc.).

In order to minimize any bias, the Team Qualifications **MUST NOT** contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, or product names). A template is provided in this document and must be used by all Offerors. Offerors are **NOT** allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Team Qualification plan must **NOT** exceed 1 page (front side of page only). Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may, at the University's sole discretion, be marked as nonresponsive and eliminated from the evaluation process. The University also reserves the right, in its sole discretion, to modify a Proposal to remove non-compliant information.

4.5 **PROJECT PLAN (ATTACHMENT C)**

The Offer shall prepare and submit Attachment C. The purpose of the Project Plan is to demonstrate to the University that the Offeror can visualize what they are going to do before they do it. The Project Plan should be developed around fulfilling the University's requirements within the known project constraints of cost, time, resources, quality, and expectations as described in this RFP. The Project Plan consists of the following sections:

- **Proposal Summary** – a brief chronological roadmap that describes, in major activities and tasks, how the Offeror will meet the University's expectations as set forth in this RFP. This should be a concise synopsis of the work and approach that will be taken to complete this project.
- **Project Assumptions** – a brief summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the Offeror has assumed the University will perform, items/tasks required from the University, and items/tasks that have not been included in the proposal (items that the Offeror feels are outside the scope of work).
- **Roles, Responsibilities, Expectations** – brief summary of the expectations and responsibilities that the Offeror has of the University or University personnel.

- **Clarification Period Schedule** – a high level schedule that included dates of when the Offeror will accomplish all of the requirements of the Clarification Period (Section 6).

In order to minimize any bias, the Project Plan MUST NOT contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, or product names). A Project Plan template is provided in this document and must be used by all Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Project Plan must NOT exceed 4 pages (front side of page only) (one page for the Proposal Summary, one page for the Project Assumptions, one page for Roles and Responsibilities, and one page for the Clarification Period Schedule). Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may, at the University's sole discretion, be marked as nonresponsive and eliminated from the evaluation process. The University also reserves the right, in its sole discretion, to modify a Proposal to remove non-compliant information.

4.6 RISK ASSESSMENT PLAN (ATTACHMENT D)

The Offer shall prepare and submit Attachment D. The Risk Assessment Plan should address risks that may impact the successful delivery of this service, considering all expectations as described in this RFP. The Offeror should list and prioritize major risk items that are unique and applicable to this project. This includes areas that may cause the project to not be completed on time, not generate the expected financial returns, or may be a source of dissatisfaction for the owner. The Offeror should rely on and use their past experience and knowledge of completing similar projects to identify these potential risks.

Each risk should be described in non-technical terms and should contain enough information to describe to a reader why the risk is a valid risk. The Offeror must also explain how it will avoid or minimize the risks from occurring. If the Offeror has a unique method to minimize the risk, the Offeror should explain it in non-technical terms. The Risk Assessment plan gives the opportunity for the Offeror to differentiate its capabilities based on its ability to visualize, understand, and minimize risk to the University and the risk to a successful outcome of the service. The Risk Assessment Plan is broken down into two subparts: Assessment of Controllable Risks and Assessment of Non-Controllable Risks.

- **Assessment of Controllable Risks:** This includes risks, activities, or tasks that are controllable by the Offeror, or by entities/individuals that are contracted to by the Offeror. This includes things that are part of the technical scope of what the Offeror is being hired to do. This may also include risks that have already been minimized before the project begins due to the Offeror's expertise (i.e. risks that are no longer risks due to the Offeror's expertise in delivering this type of project). All risks and strategies to mitigate these controllable risks must be included in the Offeror's total financial contribution.
- **Assessment of Non-Controllable Risks:** This includes risks, activities, or tasks that are not controllable by the Offeror. This may include risks that are controlled

by University, University's agents or organizations, risks that are caused by outside agencies, or completely uncontrollable risks. Although these risks may not be controlled by the Offeror, the Offeror must identify a strategy that can be followed or used to mitigate these risks. All risks and strategies to mitigate these non-controllable risks must not be included in the Offeror's total financial contribution.

In order to minimize any bias, the Risk Assessment Plan MUST NOT contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, or product names). The Risk Assessment Plan must not identify the Offeror's financial contribution for this service.

A Risk Assessment Plan template is provided in this document and must be used by all the Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.). The Risk Assessment Plan should be brief and concise. The Risk Assessment Plan must NOT exceed 2 pages (front side of page only) (1 page for the Assessment of Controllable Risks, 1 page for the Assessment of Non-Controllable Risks). Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may, at the University's sole discretion, be marked as nonresponsive and eliminated from the evaluation process. The University also reserves the right, in its sole discretion, to modify a Proposal to remove non-compliant information. The Risk Assessment Plan will become part of the final contract (if Offeror is selected for award).

4.7 VALUE ASSESSMENT PLAN (ATTACHMENT E)

The Offer shall prepare and submit Attachment E. The purpose of the Value Added Plan is to provide Offerors with an opportunity to identify any value added options or ideas that may benefit the University or service. If the Offeror can include more scope or service within the constraints of the University, the Offeror should provide an outline of potential value added options. This may include ideas or suggestions on alternatives in implementation timelines, project scope, financial contributions, equipment, goals, deliverables, methodologies, etc. Value added ideas must NOT be included in overall total financial contribution. The potential impacts to cost/financials should only be listed in the financial proposal form (Attachment I). Prior to award (during the Clarification Phase), the University will determine if the value added items will be accepted or rejected.

In order to minimize any bias, the Value Assessment Plan MUST NOT contain any names that can be used to identify who the Offeror is (such as company names, personnel names, project names, or product names). The Value Assessment Plan must not identify the Offeror's financial contributions for this service.

A Value Assessment Plan template is provided in this document and must be used by all the Offerors. Offerors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.). The Value Assessment Plan should be brief and concise. The Value Assessment Plan must NOT exceed 1 page (front side of page only). Any plan that contains names, or fails to meet all of the formatting requirements mentioned above, may, at the University's sole discretion, be marked as nonresponsive and eliminated from the evaluation process.

The University also reserves the right, in its sole discretion, to modify a Proposal to remove non-compliant information.

4.8 PAST PERFORMANCE INFORMATION (ATTACHMENTS F, G, H)

The University will analyze past performance information on each of the entities below:

- The Offeror (Firm)
- The Key Account Manager (Individual that is listed in Attachment A)

For each of these entities, the Offeror shall prepare and submit a Reference List, Customer Surveys, and Past Performance Information Scores as outlined below:

Reference List Requirements (Attachment F)

- For each entity, the Offeror must prepare and submit a list of clients that will evaluate each entity's performance.
- The Key Account Manager can use the same past references as the Firm, provided that they were used on those particular projects.
- The maximum number of references that can be submitted is 5 for each entity. The number of returned surveys will be analyzed along with the survey scores.
- The past projects must be awarded and operational (the client must be able to respond to the survey questions).
- The past projects should be related to cold beverage service.
- The entity cannot have multiple people evaluate the same service (each project for that particular entity must be different).
- The end user/client must complete the survey (the Offeror cannot have other consultants or third parties evaluate the entity's performance).
- The University of Manitoba or its employees cannot be used as a reference.

Survey Questionnaires (Attachment G)

- For each entity, the Offeror must prepare, send out, and collect survey questionnaires to each individual listed on the Reference List.
- The Offeror must modify the return information (located at the bottom of the survey) so that the surveys are returned back to the Offeror.
- All returned survey MUST be evaluated AND signed by the client. If a survey is not signed, it will NOT be counted or considered.
- The Offeror is responsible for making sure that clients receive the survey, complete the survey, and return the survey.
- Returned surveys must be packaged together and submitted with the Offeror 's proposal.

Past Performance Information Score (Attachment H)

- Once the Offeror has collected all of its surveys, the Offeror is required to generate the Past Performance Information score for each entity.
- The Offeror is required to input all of its returned survey scores, and then average all of the responses together to obtain the Offeror's overall rating.
- The Offeror is required to count the total number of returned surveys to obtain the overall number of returned surveys.
- The University may contact the reference to clarify a survey rating, check for accuracy, or to obtain additional information. If the reference cannot be

contacted, the survey will be deleted and no credit given for that reference. The University may also adjust scores/ratings if the University determines that the criteria/requirements have not been followed.

4.9 FINANCIAL PROPOSAL (ATTACHMENT I)

The Offeror shall prepare and submit the Financial Proposal (Attachment I), which shall meet all Exhibit 1 requirements. The financial proposal shall include all direct and indirect costs associated with this service. The University's preference is for an annual fixed-fee contribution. However, the University shall also consider a commission based proposal based on a percentage of gross sales.

SECTION 5 – EVALUATION PROCESS

5.1 OVERVIEW

The University will determine the potential best-valued Offeror who, in the sole judgment of the University, best meets the RFP requirements. The University reserves the right to clarify, negotiate, or seek additional information, on any Proposal. At any point during the procurement, the University reserves the right to re-scope the project, issue a new solicitation, or cancel the RFP altogether. The University reserves the right to add/delete/modify any criteria or requirement in this RFP if the University deems it to be in their best interest (at the University's sole discretion).

5.2 EVALUATION SUMMARY

Proposals will be prioritized based on the categories described below. Note: Only shortlisted Offerors will be evaluated and receive points for Interviews.

Evaluation Category	Points
Financial: Total Annual Contribution (Fixed Fee)	200
Financial: Overall average commission rate (gross sales)	100
Interview of Onsite Key Account Manager	300
Risk Assessment Plan	150
Value Assessment Plan	100
Team Qualifications	50
Past Performance Information – Firm	50
Past Performance Information – Key Account Manager	50
Total	1,000

A sample spreadsheet that includes all of the criteria, weights, and formulas can be found online ("Evaluation Model.xls"). This spreadsheet is for informational purposes only.

5.3 RESPONSIVE AND RESPONSIBLE

The University shall only consider and evaluate proposals from responsive and responsible Offerors.

To be considered responsive, at a minimum, Offerors must complete and submit all of the required information that is requested in this RFP and its Attachments, and the Proposal must also be delivered on time and to the correct address as identified in this RFP. Any proposal that is illegible, incomplete, or otherwise irregular in any way may, at the University's sole discretion, be marked as non-responsive.

To be considered responsible, at a minimum, Offerors must be presently engaged in providing cold beverages similar to those required in this RFP, must have appropriate licenses, and must be capable of performing the services required outlined in this RFP. The University, in its sole discretion, may reject any proposal in which the Offeror:

- Has unsatisfactorily performed work for the University (in the University's opinion)
- Has a current contract with the University which is not in good standing
- Has had a contract terminated by the University for non-performance
- Is engaged in unresolved disputes or is in litigation with the University
- Has been, or is presently debarred, suspended, proposed for debarment, or declared ineligible for award of a contract by any public entity
- Has had judgments rendered against them for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or tax evasion

The University reserves the right to contact any Offeror to clarify any information in its proposal, to request additional information from the Offeror, or to conduct additional investigation about the Offeror not outlined in this RFP. Offerors that do not, or cannot provide the requested information may, at the University's sole discretion, be considered nonresponsive.

5.4 EVALUATION COMMITTEE

An Evaluation Committee will be used to evaluate specific portions of all responsive Proposals (including the Risk Assessment Plan, the Value Assessment Plan, Team Qualifications, and Interviews). The Evaluation Committee will independently review and score the items comparatively to one another based on a 1, 5, 10 scale. A "10" represents that the item being evaluated is dominantly greater (or has more value) than the average. A "5" represents that the item being evaluated is about average (or there is insufficient information to make a dominant decision). A "1" represents that the item being evaluated is dominantly below the average. Once each member has individually scored each item, their scores will be sent to a University Procurement Representative, who will then average the scores together to obtain the final average score for each of the evaluated criteria.

5.5 SHORTLISTING OFFERORS

The University expects to follow the process below to shortlist Proposals; however, the University may modify this process if it is in the best interest of the University:

1. All proposals will be reviewed for compliance with the mandatory requirements as stipulated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. A University Procurement Representative may contact Offerors for clarification of the responses.
2. A University Procurement Representative will assign a unique code to each responsive proposal.
3. A University Procurement Representative will provide evaluation documents to each Evaluation Committee member along with coded Risk Assessment Plans, Value Assessment Plans, and Team Qualification Plans. No cost information or team information will be provided to the Committee members.

4. The Committee members will independently evaluate and score the documents and submit their scores back to a University Procurement Representative.
5. A University Procurement Representative will create a linear matrix model to assist in analyzing and prioritizing the responsive Proposals based on the submitted information. The model will analyze: Cost, Risk Assessment Plan, Value Assessment Plan, Team Qualifications, and Past Performance Information. This model will assign points based on the normalized distance that a score is from the best score.
6. A University Procurement Representative will present the results of the model to the Evaluation Committee, which will then identify the top two-to-three highest ranking proposals, and identify them as the Shortlisted Offerors. The Evaluation Committee reserves the right to increase or decrease the number of proposals in this list based on the overall competitiveness of the proposals.
7. The Shortlisted Offerors will be required to participate in an interview process.

5.6 INTERVIEWS

The University will conduct interviews with the Key Account Manager from each of the Shortlisted Offerors. This individual must be the same person that is listed in the Offeror's Proposal (Attachment A). No substitutes, proxies, phone interviews, or electronic interviews will be allowed. Individuals who fail to attend the interview on the date/time specified will be given a "1" score, which may jeopardize the Offeror's competitiveness.

Interviews are expected to last approximately 30 minutes per individual. No other individuals (from the Offeror's organization) will be allowed to sit in or participate during the interview session. Interviewees may not bring notes or handouts. The University will interview individuals separately. Interviewees will be prohibited from making any reference to their proposed financial contributions. The University may request additional information prior to interviews and may request to interview additional personnel.

5.7 FINAL PRIORITIZATION OF OFFERORS

After the shortlisted Offerors have been interviewed, they will be evaluated and scored by the Evaluation Committee. A University Procurement Representative will then create a final linear matrix model for the shortlisted Offerors based on all of the criteria outlined in Section 5.2. Once these Offerors have been prioritized, a University Procurement Representative will perform a cost reasonableness assessment as identified in the next section.

5.8 FINANCIAL REASONABLENESS

A University Procurement Representative will perform a financial reasonableness assessment of the highest prioritized Offeror (as described in Section 5.7) in the following manner:

- If the highest ranked Offeror's total financial proposal is within 5% of the next highest ranked Offeror's total financial proposal, the University will proceed to invite the highest ranked Offeror to the Clarification Period.

- If the highest ranked Offeror's total financial proposal is 5% (or more) lower than the next highest ranked Offeror's total financial proposal, the University reserves the right to invite the second highest ranked Offeror to the Clarification Period.

SECTION 6 – CLARIFICATION PERIOD

6.1 OVERVIEW

Prior to award, the apparent best-valued Offeror will be required to perform the clarification period functions as outlined in this section. The intent of this period is to allow the apparent best-valued Offeror an opportunity to clarify any issues or risks, and confirm that their proposal is accurate. The Clarification Period is carried out prior to the signing of the Contract. The University's objective is to have the project completed on time, without any cost/financial deviations, and with high customer satisfaction. At the end of the project, the University will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror preplan the project to ensure there are no surprises.

It is the Offeror's responsibility to ensure that the Offeror understands the University's subjective expectations. It is not the University's responsibility to ensure that the Offeror understands what its expectations are. The Offeror is at risk, and part of the risk is understanding the University's expectations. The Offeror will not be permitted to modify its proposal, proposed financial contribution, or project team (unless through mutual negotiations with the University, in which case the new offer becomes binding).

6.2 REQUIRED ACTIVITIES / DELIVERABLES

The Offeror will be required to preplan the project in detail to ensure that there are no surprises. The Offeror will be required to perform the following (including, but not limited to):

1. Perform a detailed cost verification
 - a. Detailed cost breakdown
 - b. Provide a 7-year pro-forma
 - c. Identify why the financial proposal may be significantly different from competitors
 - d. Review big-ticket items
 - e. Review value added options
 - f. Identify how payments will be made and all expectations regarding finances
2. Align expectations
 - a. Identify any potential deal breakers
 - b. Clearly identify what is included and excluded in the proposal
 - c. Review any unique requirements with the University
 - d. Review interview statements
 - e. Clearly identify University roles and responsibilities
 - f. Review and approve all contract terms and conditions
 - g. Introduction of the Offerors critical personnel to the University team
 - h. Provide a transitioning plan/schedule
 - i. Provide plan for critical staff retention and plan if these individuals leave
3. Carefully preplan the project in detail
 - a. Coordinate the project/service with all critical parties
 - b. Revisit the sites to do any additional investigating

- c. Prepare a detailed project schedule identifying critical milestones
 - d. Prepare a detailed project plan if necessary
 - e. Provide a marketing plan
 - f. Provide a transitioning plan (if the Offeror is not the incumbent)
4. Identify all assumptions
 - a. Prepare a list of all proposal assumptions (with associated impacts)
 - b. Identify and mitigate all project risks
 - c. Address all client concerns and risks
 - d. Address all risks identified by other proposers
 - e. Address all risks that occurred on previous past projects
 5. Identify and mitigate all uncontrollable risks
 - a. Identify all risks or activities not controlled by the Offeror
 - b. Identify the impact of the risks
 - c. Identify what the University can do to mitigate the risks
 - d. Address how unforeseen risks will be managed
 6. Performance reports and metrics
 - a. Identify how the Offeror will track and document their performance
 - b. Provide an actual monthly performance metric report
 - c. Identify how the University will document this service as a success
 - d. Review the Weekly Risk Report

6.3 CLARIFICATION DOCUMENT

The potential best-valued Offeror will be required to submit a Clarification Document, that will contain (at a minimum) the information outlined in the previous section. This document will only be performed by the Offeror that is invited to (and successfully completes) the Clarification Period. Any invitation will not constitute a legally binding offer to enter into a contract on the part of the University to the Offeror.

6.4 NEGOTIATION PERIOD

The University reserves the right to negotiate with the potential best-valued Offeror during the Clarification Period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the University or the Offeror. When the Negotiation Period has been completed, the Offeror shall submit an Amended Clarification Document which shall include any changes to the proposal based on the negotiations with the University.

6.5 FAILURE TO ENTER INTO AN AGREEMENT

At any time during the Clarification Period, if the University is not satisfied with the progress being made by the invited Offeror, the University may terminate the Clarification Period activities and then commence or resume a new Clarification Period with an alternative Offeror. If the Offeror and University fail to agree to terms, or fail to execute a contract, the University may commence a new Clarification Period with an alternative Offeror. There will be no legally binding relationship created with any Offeror prior to the execution of a written agreement. Any Offeror's proposal, terminated in

accordance with this article, is removed from further participation in this Request for Proposal.

SECTION 7 – INTENT TO AWARD AND POST-AWARD METRICS

7.1 NOTIFICATION OF INTENT TO AWARD

No action of the University other than a written notice from an authorized Procurement representative of the University to the Offeror, advising of acceptance of the proposal and the University's intent to enter into an Agreement, shall constitute acceptance of the proposal.

7.2 WEEKLY RISK REPORTING SYSTEM

The Weekly Risk Reporting System (WRRS) is a spreadsheet that documents any risks that may impact project performance or financial contributions (or commissions) to the University. This includes risks that are caused by Offeror (or entities contracted by Offeror), and risks that are caused by University (scope changes, unforeseen conditions, etc.). The weekly report is an excel file that must be submitted on the Friday of every week. The report is due every week once the contract is awarded and must be submitted every week throughout the duration of the project until receipt of final payment. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems or meetings (that the Offeror may perform or may be required to perform). Additional education regarding this spreadsheet will be provided during the Clarification Period (formatting requirements, submission requirements, and other requirements of this system).

7.3 PERFORMANCE REPORTS

The Offeror will be required to document the performance of its services on a monthly, quarterly and yearly basis. The monthly and quarterly reports shall provide dominant information on the service provided, including (but not limited to):

1. Sales performance by product and location
2. Vending and fountain-over the counter revenues
3. Asset performance
4. Marketing programs
5. Total amount of revenue paid to the University

7.4 POST PROJECT EVALUATION

Upon completion of the contract, the University will evaluate their overall satisfaction of the service. This includes (but is not limited to): overall quality, ability to manage the service, ability to minimize complaints, ability to minimize University efforts, ability to increase student satisfaction, ability to maximize financial contributions, and submission of accurate and timely weekly risk reports and performance reports. The final ratings will be posted online and may be used in the evaluation of future competitive solicitations for the University.

SECTION 8 – ADDITIONAL CONDITIONS AND REQUIREMENTS

8.1 AGREEMENT, TERMS AND CONDITIONS

The University and Offeror will execute the University's standard Independent Contractor Agreement form, together with Schedules A to D (the "Agreement"), available at http://umanitoba.ca/admin/financial_services/purch/icas.html with necessary changes resulting from the RFP and the successful Offeror's Proposal. By submitting a proposal, the Offeror is deemed to have accepted the Agreement and Terms and Conditions. Should an Offeror object to any of the University's Terms and Conditions, the Offeror must identify their objection and propose specific alternative language. This must be done in writing to the Procurement University Representative (noted in Section 2.1) by the due date specified in the Procurement Schedule (Section 2.3 – Deadline to Submit Questions). The University may or may not accept such alternative language. It shall be understood and agreed that if any provisions (including, without limitation, any term, condition, meaning, attachment or deliverable) contained in a proposal is inconsistent with or in conflict with the Terms and Conditions, the provisions of the Terms and Conditions shall prevail and govern.

8.2 INSURANCE REQUIREMENTS

The awarded Offeror is expected to provide insurance coverage as required by the University. The insurance must name the University as an additional insured or provide a completed Certificate of Insurance showing the same information.

8.3 INCURRED COST

The University is neither liable nor responsible for any costs incurred by the Offeror in the preparation, submission or presentation of its proposal. The Offeror will not be reimbursed for any costs associated with the procurement of this project.

8.4 NO OBLIGATION

This procurement in no manner obligates the University to issue an award. The University reserves the right, in its sole and absolute discretion, to: accept any proposal, reject any proposal or any part thereof, reject all proposals, and accept a proposal which is not the highest scoring proposal.

8.5 RIGHT TO MAKE MODIFICATIONS

The University reserves the right in its sole discretion to waive minor irregularities, make modifications to the procurement, or make modifications to the requirements.

8.6 DUE DILIGENCE

The University reserves the right to contact any Offeror to clarify any information in its proposal. The University reserves the right to perform its own due diligence on any Offeror. The University also reserves the right to request additional information not described in this RFP (such as detailed financial information, additional references, etc.).

Offerors that do not, or cannot provide the requested information may be considered nonresponsive.

8.7 OWNERSHIP OF PROPOSALS

All proposals and documents submitted in response to the RFP will become the property of the University.

8.8 OFFEROR RESPONSIBILITY

Any contract that may result from this RFP shall specify that the Offeror is solely responsible for fulfillment of the contract with the University. The Offeror shall be responsible for their subcontractors, suppliers, or any other parties that they contract with. The Offeror shall be wholly responsible for the entire performance whether or not subcontractors are used.

8.9 DISCLOSURE OF PROPOSAL CONTENTS

During the procurement process, proposals will not be made public. The University reserves the right to make specific proposal or evaluation information available after award has been made.

8.10 DEBRIEFING

The University will make its best attempt to provide a debriefing on the evaluation and award of this project to all shortlisted Offerors within ninety (90) days of award on request. The purpose of the debriefing is to provide general feedback on the evaluation process, including strengths and weaknesses of all proposals in general.

8.11 CONFLICT OF INTEREST

The Offeror warrants to the best of their knowledge, that no potential Conflict of Interest exists with any University of Manitoba staff, either in the RFP proposal and/or evaluation process, nor would any potential Conflict of Interest exist with any University staff, if awarded the contract under this RFP, as defined in the University's Conflict of Interest Policies and Procedures, as amended from time to time on the website: http://www.umanitoba.ca/admin/governance/governing_documents/community/248.htm

8.12 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

This information is being collected under the authority of The University of Manitoba Act. It will be used to assess the qualifications of the supplier who wish to do business with the University. Personal information within this document is protected by the Freedom of Information and Protection of Privacy Act. If you have any questions about the collection, contact the FIPPA Coordinator's Office, (204) 474-8339, University of Manitoba Archives & Special Collections, 331 Dafoe Library, Winnipeg, MB, R3T 2N2. Suppliers are encouraged to identify any non-personal information in their proposal that is confidential and specify what harm could reasonably be expected from its possible disclosure.

8.13 GOVERNING LAW

This procurement and any award that may result shall be governed by the laws of the Province of Manitoba.

8.14 EMAIL REQUIREMENTS

A large part of the communication regarding this procurement will be conducted by electronic mail (email). The Offeror must have a valid email address to receive this correspondence.

8.15 USE OF ELECTRONIC VERSIONS OF THIS RFP

This RFP is being made available by electronic means. The Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the University, the version maintained by the University shall govern.

8.16 LAWS, REGULATIONS AND PERMITS

The Offeror shall give all notices required by law and comply with all applicable federal, University, and local laws, ordinances, rules and regulations relating to the conduct of the work. The Offeror shall be liable for all violations of the law in connection with work furnished by the Offeror, including the Offeror's subcontractors. Offeror guarantees all items, and services, meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act. Offeror warrants that neither supplier nor its principals is presently debarred, suspended or proposed for debarment by the Federal Government.

8.17 REFERENCES

Quick Facts about the University of Manitoba

http://umanitoba.ca/about/quick_facts/

Student enrolment statistics:

<http://umanitoba.ca/admin/oia/students/1644.html>

Campus Use of Facilities Policy (currently under review/revision)

http://umanitoba.ca/admin/governance/governing_documents/operations/412.html

Exclusive Suppliers and Administrative Systems Policy

http://umanitoba.ca/admin/governance/governing_documents/financial/1232.html

Student Residences – Meal Plans and Food Services

http://umanitoba.ca/campus/housing/new_applicants/meal_plans.html

Conference and Catering Services Department

<http://umanitoba.ca/campus/ccs>

Campus Food Services – Outlets, locations and information (Fort Garry and Bannatyne)

<http://umanitoba.ca/campus/food.html>

Sustainability at the University of Manitoba: A Strategic Vision for Action

http://umanitoba.ca/campus/physical_plant/sustainability/678.html

Commercial Advertising Policy

http://umanitoba.ca/admin/governance/governing_documents/external/444.html

Physical Plant – Renovation projects and new construction process

http://umanitoba.ca/campus/physical_plant/ae/index.html

ATTACHMENTS AND EXHIBITS

Exhibit 1 – Project Details and Desired Outcomes

Exhibit 2 – Current Conditions

Attachment A – Proposal Form

Attachment B* – Team Qualifications

Attachment C* – Project Plan

Attachment D* – Risk Assessment Plan

Attachment E* – Value Assessment Plan

Attachment F – Reference List

Attachment G – Survey Questionnaires

Attachment H – Past Performance Information Scores

Attachment I – Financial Proposal Form

** Indicates that the entire Attachment must be anonymous. These Attachments must NOT contain any names (company, personnel, project, product, etc.) that can be used to identify the Offeror.*

EXHIBIT 1

PROJECT DETAILS AND DESIRED OUTCOMES

SECTION 1 – GOALS AND EXPECTATIONS

The University's overall goals of this RFP are to increase financial return to the University, and increase both University and student satisfaction. The desired expectations of this program/service are to:

- Award a contract to provide cold beverage services on campus
- Receive the maximum possible annual financial contributions
- Receive monies to support student initiatives, athletic sponsorships, and campus programs
- Provide detailed reporting and metrics
- Increase customer satisfaction

SECTION 2 – SCOPE OF WORK

The following information contains the minimum requirements that must be met by all Offerors. If the Offeror cannot meet any of the expectations listed below, (i.e. they are unrealistic; not feasible; etc.) the Offeror is required to seek clarification or an exception prior to the proposal due date.

2.1 EXCLUSIVITY VS NON-EXCLUSIVITY

- The University's primary intent is to award a contract for exclusive rights to provide cold beverage services on campus.
- The University is also considering a contract for non-exclusivity. Under this option, the University may award two contracts. One contract would be for exclusive rights to vending machines, while another contract would be for fountain drinks and over-the-counter drinks.
- The Offeror shall provide pricing information for both options (exclusive vs non-exclusive).

2.2 PRICING STRUCTURE

- The University desires a fixed fee annual contribution guaranteed commission. However, the University shall also consider a fixed annual fee and a commission based structure.
- The Offeror shall provide the best financial proposal as requested in Attachment I
- The pricing structure shall consider:
 - The annual fixed fee contribution guaranteed commission.
 - The annual commission based on the percent of total gross sales.

2.3 TERM

- This contract will be for a 7-year term with options for renewals.

2.4 VENDING MACHINES

- The vendor shall install new vending machines at the current locations shown/specified in Exhibit 2.
- The vendor shall be responsible for installation, stocking, maintenance, and repair of the machines.

- The vendor shall be responsible for keeping the vending machines fully operational throughout the contract to maximize sales.
- Vending machines shall be equipped with coin acceptors and dollar bill acceptors. Credit card and debit card payment is desired if available, but not a requirement.
- All machines shall use non-resettable counters for recording all sales by each machine. The machines must show the amount of product vended and the total revenue by the machine.
- The vendor will be responsible for insuring their equipment against vandalism, damage or loss.
- All vending machines shall have toll-free numbers to call regarding refunds, repairs, or issues. These items must be addressed within 48hrs.

2.5 FOUNTAIN MACHINES (NON EXCLUSIVE RIGHTS OPTION ONLY)

- The vendor shall install new equipment at the current/existing locations on campus.
- The vendor shall be responsible for installation, stocking, maintenance, and repair of the equipment.
- The vendor shall be responsible for keeping the machines fully operational throughout the contract.
- Contractors will be responsible for insuring their equipment against vandalism, damage or loss.

2.6 MANAGEMENT AND OPERATIONAL REQUIREMENTS

- The Offeror shall be responsible for the installation of machines/equipment including site preparation and renovation.
- The Offeror shall be responsible for the set-up and operational efficiency of all beverage equipment (including, but not limited to: accessories, product, CO2, etc)
- The Offeror shall be responsible for damage to buildings incurred during installation/removal of equipment and/or delivery of product.
- The Offeror shall be responsible for maintenance and repair of equipment.
- The Offeror shall be responsible for timely delivery of product.
- The Offeror shall be responsible for providing a variety of product.
- The Offeror shall be responsible for product refunds.
- The Offeror shall be responsible for abiding by all University policies and regulations.
- The University reserves the right to add, modify, or remove vending machines throughout the term of the contract.

2.7 ADVERTISING

- The Offeror shall be responsible for maintenance and repair of score clocks (Max Bell and Investors Group Athletic Centre).
- Advertising is available on score clocks (the University is currently in process to purchase new score clock in IGAC).
- The University may be open to consider more advertising opportunities (provided that they meet all University rules, regulations, policies).
- The Offeror shall be responsible for providing a marketing and advertising strategy.
- All marketing materials (brochures, displays, handouts, banners, signs, etc) must be approved by the University prior to being used or installed.

2.8 INVENTORY

- The Offeror shall provide appropriate amount of product based on University needs.
- The Offeror shall provide a variety of product selections.
- The Offeror shall provide healthy product options and nutritional information.

- The Offeror shall provide competitive pricing.
- The Offeror shall provide product annually for University events.
- The Offeror shall restock any out-of-stock items in all machines within 24hrs.
- Vendor is financially responsible for any loss in product, money, spoilage, etc.
- Machines shall be restocked during normal business hours.

2.9 EQUIPMENT

- The Offeror shall provide new/up-to-date equipment at the start of the contract.
- The Offeror shall be responsible for making any updates to this equipment throughout the term of the contract.
- The Offeror shall provide energy efficient machines (energy star certified).
- The Offeror shall provide accessibility of vending machines for physically and visually impaired.
- The Offeror shall repair or replace any machine within 24hrs.

2.10 DELIVERY

- The Offeror shall establish a plan for the delivery and access to available products in vending machines under this RFP in the event of a strike, catastrophic event or for unavailability of product by the Offeror.

2.11 SUSTAINABILITY

- The Offeror shall be responsible for demonstrating a strong commitment to sustainability.
- The Offeror shall be responsible for providing bottled water strategy with the potential to reduce bottled water over time.

2.12 ACCOUNT MANAGER

- Shall provide 1 person to be the Account Manager for this contract. This person shall be the point of contact for the life of the contract regarding any issues. This person will be the primary contact and cannot be removed or replaced without University consent. Although this contact may reassign or delegate duties, they will still be the point of contact for any/all issues.

2.13 REPORTS AND METRICS

- The service provider shall be responsible for all required manifests, paperwork, and documentation to substantiate the revenues and commissions throughout the term of this contract.
- The service provider shall provide a monthly report (due on the 5th of every month) that documents all critical information regarding the service. This shall include (but is not limited to):
 - the number of vending machines
 - the location of each machine
 - the amount of material sold per machine
 - the amount of total gross sales generated per machine
 - the number of service calls per machine
 - the frequency of servicing per machine or location
 - the frequency of restocking per machine or location
- The service provider shall provide any additional information to the University with regards to the monthly report and this service.
- The University reserves the right to audit this service at any time.

2.14 ARIBA REQUIREMENTS

- University of Manitoba has migrated to the Ariba® Network platform for electronic transaction processing. It is our requirement that all suppliers engage in Collaborative Commerce with the University of Manitoba via the Ariba Network (AN). All relevant transactions, including Purchase Orders, Invoices and Contracts, will only be received/submitted via the AN. All suppliers must register on the Ariba network within 2 weeks of delivery of our Trading Relationship Request. All suppliers must create a test account on the Ariba network and complete all configuration testing for Purchase Order receipt and invoice submission before transacting in the production realm. Additional information may be found at <http://supplier.ariba.com>.

2.15 ADDITIONAL ITEMS

- If the Offeror is not the incumbent, the Offeror is responsible for all costs associated for transitioning the service from the incumbent to the Offeror.
- The Offeror shall provide written notice to the University in advance of any price changes. All price changes must be approved by the University.
- The Offeror is responsible for providing and maintaining damage and liability insurance.
- The vendor shall secure and pay for all Federal, Provincial and local licenses and permits and pay all sales, income and excise tax required for the operation of the vending machines.

SECTION 3 – EXCLUDED FROM SCOPE

The following items/products are excluded from this contract:

- Hot beverages
- Milk/dairy products
- Alcoholic beverages
- Food vending

The following locations are excluded from this contract:

- Smartpark
- Investors Group Field
- Agriculture Canada and Freshwater Institute
- Health Sciences Centre

EXHIBIT 2 CURRENT CONDITIONS

Best efforts have been made to obtain detailed information on the current conditions at the University. This information should not be assumed to be 100% complete or accurate. The University is looking to secure services equal to, or better than, the level of service currently provided.

1.1 ABOUT THE UNIVERSITY

The University of Manitoba consists of two main campuses encompassing 5 million square feet of developed space. The largest, the Fort Garry Campus, is a 274 hectare complex on the Red River in south Winnipeg where more than 60 major buildings support teaching and research programs of the University. The Bannatyne Campus in central Winnipeg adjacent to the Health Sciences Centre is a complex of 10 buildings for health science education and research in dentistry, medicine and medical rehabilitation. In 2008 it became home to the Faculty of Pharmacy.

The University also has smaller campuses including the William Norrie Centre on Selkirk Avenue, The University of Manitoba Downtown campus where the Division of Extended Education offers many adult education programs, Glenlea and Carman facilities in support of agriculture education and research, and field stations located at Star Lake and Wallace Lake.

The University of Manitoba buildings, equipment and library holdings are worth in excess of \$2 billion. The 2012/13 operating budget was over \$572 million. There are 10.3 kilometers of roads, 6,300 parking spaces and residence accommodations for 1,178 students. University Centre at the Fort Garry campus is the location of the fifth largest Canadian university bookstore.

The 33,000-seat Investors Group Field opened in the spring of 2013, on the grounds of the University of Manitoba. The stadium is the new home to the Winnipeg Blue Bombers and University of Manitoba Bisons Football teams, as well as hosting concerts and other special events.

The University of Manitoba had a total full-time and part-time winter session enrolment of over 28,000 and a summer session enrolment of about 10,000. Included in the winter session enrolment figure are approximately 1,000 students of Dentistry, Pharmacy and Medicine at the Bannatyne campus. As well, in summer thousands of young people attend Mini-University and sports camps at the Fort Garry campus. The University employs some 4,290 full-time equivalent faculty and staff supported by operating and research funds, with over 1,000 FTE which are employed at the Bannatyne campus. The Bannatyne campus is immediately adjacent and attached via the University of Manitoba's Brodie Centre to the Health Sciences Centre, a major health facility in Winnipeg with almost 8,000 staff and volunteers.

In addition to this, there are a substantial number of employees at the Fort Garry campus working in non-university organizations such as Agriculture Canada, Animal Industry Branch of the Manitoba Government, Federal Fisheries and Oceans, Manitoba Government Services, Northwest Labs and Veterinary Services Branch of the Manitoba Government. These organizations all have buildings on land leased from the University at the Fort Garry Campus. The University also has nine private businesses leasing space in University Centre.

For detailed information on student, staff and faculty populations, demographics, degrees, diplomas and certificates conferred as well as UM financial facts, please reference http://umanitoba.ca/admin/oia/media/2011-2012_IS_BOOK_Final_Apr_22_2013.pdf

Quick Facts: http://umanitoba.ca/about/quick_facts/

1.2 CURRENT COLD BEVERAGE CONTRACT

The University of Manitoba has been under exclusive rights for cold beverages for 7 years. During this contract, the University received:

- An annual rights fee
- An annual onsite signage allowance
- An annual funding towards campus marketing programs
- Free product annually

1.3 CURRENT COLD BEVERAGE LOCATIONS

This Request for Proposals represents an all-inclusive Cold Beverage opportunity, including vending and over-the-counter outlets:

Vending locations:

BUILDING	Location	Eq Subtype	Floor/Wall Material	Secure to Floor/Wall
MAX BELL	RENT OF AS MAX15	Vend Glass Front 72"	cinderblock	wall
	RENT OF MAX 11	Vend Glass Front 72"	cinderblock	wall
FRANK KENNEDY	F.K.#20/AQUA	Vend Glass Front 72"	cinderblock	wall
	F.K.#21/AQUA-H	Vend Glass Front 72"	cinderblock	wall
	2ND FL HALLWAY @ 1ST GYM	Vend Variety MED 72"	cinderblock	wall
	F.K.#18/600M-B	Vend Glass Front 72"	cinderblock	wall
ELIZABETH DAFOE	NAB/42 DAFOE ELIZABETH	Vend Variety MED 72"	brick	wall
	E DAFOE FRONT HALL	Vend Variety MED 72"	brick	wall
	LIB ENT DAF71	Vend Glass Front 72"	aggregate wall	wall
FLETCHER ARGUE	NAB/46 FLETCHER ARGUE	Vend Variety MED 72"	tile	wall
	F ARGUE/2FL STUDENT LNG	Vend Variety MED 72"	tile	floor
	FL BNK FAR45	Vend Glass Front 72"	tile	wall, currently strapped together
	FL BNK 48	Vend Glass Front 72"	tile	
SPEECHLY (Residence)	SPEECHLY HALL/BSMT	Vend Variety MED 72"	concrete	floor
UNIVERSITY COLLEGE	UNIV COLL/STU LNG	Vend Variety MED 72"	brick	strap to snack vendor
	#65 STU LNG U COLL	Vend Variety MED 72"	currently strapped to snack vendor	

	U COLL/BSMT BY GAME RM	Vend Variety MED 72"	concrete	floor
HUMAN ECOLOGY	HUM ECO/BSMT STU LNG	Vend Variety MED 72"	concrete	wall
INVESTORS GROUP ATHELETIC CENTRE	MNFL NBV INV114	Vend Glass Front 72"	cinderblock	wall
	FRT. LOBBY 2ND FLOOR	Vend Variety MED 72"	cinderblock	wall
UNIVERSITY CENTRE	591ML/UNI CTR #6	Vend Variety MED 72"	brick	floor
	UNI CTR#3 2NDFLR	Vend Variety MED 72"	currently strapped to snack vendor	
	GFV/UNI CTR #5	Vend Glass Front 72"	brick	wall
NURSING	NRSING#125/2NFLR/HALL	Vend Glass Front 72"	cinderblock	wall
	NAB./PARKADE LEVEL 2	Vend Variety MED 72"	cinderblock	wall
EDUCATION	ED BANK AQ 27	Vend Variety MED 72"	vendors currently strapped together	
	ED BLDG/ INFO CTR	Vend Variety MED 72"		
	ED BLD 2FL HALL E WALL	Vend Variety MED 72"		
	ED BLD/INFO CTR "BANK"	Vend Variety MED 72"		
	BK HARD CHK ED24	Vend Glass Front 72"	tile	floor
RUSSELL ARCH BLDG	39 2ND FL 600ML	Vend Variety MED 72"	concrete	floor
ENGINEERING	MN FL EZ-124	Vend Glass Front 72"	cinderblock	wall
PEMBINA HALL	MN FL 600 PEM37	Vend Glass Front 72"		strap to bill changer
ROBSON HALL LAW BLDG	6686521	Vend Variety LG 79"	concrete	wall
ARMES LECTURE HALL	ARM MN 52/600	Vend Glass Front 72"	concrete	floor
	NAB/85ARMES	Vend Variety MED 72"	concrete	wall, 6-8" brackets needed
	ARMES/BY STU STUDY LNG	Vend Variety MED 72"	concrete	wall, 6-8" brackets needed
	ARM NBV MN 53	Vend Glass Front 72"	concrete	floor
ST JOHNS COLLEGE	ST JOHN COLL/BUTTERY	Vend MED 72" or <501 Cans	vinyl	floor
	ST JOHN COLL/BLAKEWOOD SQ	Vend Variety MED 72"	concrete	floor
	ST JOHN COLL STUDENT LOUN	Vend Variety MED 72"	carpet	floor

ST PAUL COLLEGE	600ML/61 SOUTHSIDE BANK	Vend Variety MED 72"	cinderblock	wall
	ST PAUL COLL/N SIDE"BANK"	Vend Variety MED 72"	cinderblock	wall
	ST PAUL COLL/S SIDE"BANK"	Vend Variety MED 72"	cinderblock	wall
	ST PAUL COLL/N SIDE"BANK"	Vend Variety MED 72"	cinderblock	wall
ST ANDREW COLLEGE	LOBBY	Vend Variety MED 72"	tile	floor
WALLACE BLDG	NAB/92 WALLACE BLDG	Vend Variety MED 72"	carpet	floor
	WALLACE BLD/HALL	Vend Variety MED 72"	carpet	floor
ADMIN BLDG	ADMIN BLD BSMT	Vend Variety MED 72"	plaster	wall
AGRICULTURE BLDG	AG MN 74/600	Vend Glass Front 72"	drywall	wall
SCHOOL OF MUSIC	BMT 600MU75	Vend Variety MED 72"	cinderblock	wall
ANIMAL SCIENCES	ANIMAL SCI LOBBY	Vend Variety MED 72"	plaster	wall
ARTHUR MAURA BLDG	BSMT/CSTORE	Vend Variety MED 72"	vinyl	floor
DRAKE BLDG	DRAKE CTR/STUDENT LOUNGE	Vend Variety MED 72"	tile	floor

Other University Outlets:

Location	Address
ARAMARK - Campo	65 Chancellors Circle
ARAMARK – Pembina Hall	207 Pembina Hall
ARAMARK – Conference & Catering	65 Chancellors Circle
ARAMARK – Investors Group Athletic Centre	17 Dafoe Road
ARAMARK – Brodie Centre	727 McDermot Ave
St. John's College	92 Dysart Rd
St. Paul's College	70 Dysart Rd
St. Andrew's College	29 Dysart Rd
UMSU – GPA's	65 Chancellor Circle
UMSU – Degree's	65 Chancellors Circle
UMSU – The Hub	65 Chancellors Circle
UMSU – IQ's	65 Chancellors Circle
Bison Football	124 Frank Kennedy
Residence Student Association	150 Dafoe Road

1.4 HISTORIC VOLUME

University of Manitoba, Winnipeg	Current Year (2013) Vol (Raw Cases)	Previous Year (2012) Vol (Raw Cases)
<i>U OF M ATHLETICS DEPT ~ 17 DAFOE RD RM 124 FRANK KENNEDY BL (Active Living Centre under construction)</i>	0	140
<i>U OF M UMSUFREE ~ 65 CHANCELLORS CIRCLE</i>	0	0
<i>U OF M CLUB CONDO ~ 150 DAFOE RD, BOX 773 SPEECHLY (University Club closed April 9, 2010)</i>	0	0
U OF M GPAS ~ 65 CHANCELLORS CIR	8,193	8,651
U OF M PEMBINA HALL ~ ROOM 207 PEMBINA HALL	6,531	7,502
U OF M CAMPOX ~ 65 CHANCELLORS CIRCLE	6,285	6,139
U OF M ST JOHN'S COLLEGEX ~ 92 DYSART RD	1,796	2,622
U OF M CATERING ~ 65 CHANCELLORS CIRCLE	1,180	1,556
U OF M DEGREES DINER ~ 304 UNIVERSITY CENTRE	948	832
ST ANDREWS CATERING ~ 29 Dysart Rd	799	1,008
U OF M BELL TOWER CAFE ~ 70 DYSART RD	639	633
RESIDENCE STUDENT ASSOC ~ 150 DAFOE RD	188	254
U OF M GRADUATE STUDENT ASSOC ~ 221 UNIVERSITY CTR	61	66
U OF M BISTRO ~ 230 UNIVERSITY CENTRE	15	43
THE HUB ~ 65 CHANCELLOR CIRCLE RM 316	1,149	650
Sub-Total X-Vending	27,785	30,095
<i>PHARMACY BLD FT GARRY 12/22/10 ~ 750 McDermot Avenue</i>	0	0
<i>FITZGERALD BLD FT GARRY 67 ~ 55 CHANCELLORS CIRCLE, BLDG 22 (School of Art moved out of Fitzgerald in Feb. 2012)</i>	0	0
<i>TACHE HALL FT GARRY 35 ~ 150 DAFOE RD, BLDG 45 (Tache under construction)</i>	0	0
U OF M F KENNEDY BLDG FSV ~ 17 DAFOE RD BLDG 24	1,155	999
U OF M F ARGUE BLDG FSV ~ 15 CHANCELLORS CIRCLE BLD 23	882	848
ARMES LECT BLD FT GARRY 52 ~ 30B SIFTON RD, BLDG 8	600	691
U OF M UNIVERSITY CTR BLVD FSV ~ 65 CHANCELLORS CIRCLE	467	563
U OF M MAX BELL CTR FSV ~ 109 SIDNEY SMITH ST BLDG 31	450	465
BRODDIE CTRE DE DOUPE ~ 727 MCDERMOT AVE	271	291
U OF MUNIVERSITY COLLEGE BLDG FSV ~ 210 DYSART RD, BLDG 49	260	279
U OF M ELIZABETH DAFOE BLDG FSV ~ 25 CHANCELLORS CIRCLE BLD 20	249	156
ENGINEERING BLDG FT GARRY 32 ~ 75B CHANCELLORS CIRCLE, BLD 21	246	255
PEMBINA HALL FT GARRY 37 ~ 26 MACLEAN CR, BLDG 34	231	243
EDUC BLDG FT GARRY 25 ~ 71 CURRY PLACE, BLDG 18	214	234
ST PAULS COLL FT GARRY 58 ~ 70 DYSART RD, BLDG 42	180	252
ST JOHNS COLL FT GARRY 54 ~ 92 DYSART RD, BLDG 41	165	160
U OF M 114 INVESTORS GROUP GYM ~ 17 DAFOE ROAD FT GARRY CAMPUS	149	209
WALLACE BLD FT GARRY 65 ~ 125 DYSART RD, BLDG 51	140	147
DRAKE CTR FT GARRY 39 ~ 181 FREEDMAN CR, BLDG 16	130	152
ARTHUR V MAURA BLD FT GARRY ~ MCLEAN AVE	123	104
AGRIC BLD FT GARRY 74 ~ 66 DAFOE RD, BLDG 2	109	121
ROBSON HALL FT GARRY 48 ~ 224 DYSART RD, BLDG 38	82	72
U OF M 37 PEMBINA, FT GARRY ~ 34 MACLEAN CR, BLDG 34	73	45
U OF M ABORIGINAL STUDENT CTR FSV ~ 45 CURRY PLACE	63	66
ST ANDREW COLL FT GARRY 63FSV ~ 29 DYSART RD, BLDG 40	62	70
U OF M 107 HUMAN ECOLOGY ~ 35 CHANCELLORS CIRCLE	35	43
RUSSELL BLD FT GARRY 29 ~ 84 CURRY PLACE BLDG 39	25	25
ANIMAL SCIENCE FORT GARRY 76 ~ 12 DAFOE RD, BLDG 6	24	28

ADMIN BLD FT GARRY 68 ~ 66 CHANCELLORS CIRCLE BLD 1	16	16
SCH OF MUSIC FT GARRY 75 ~ 65 DAFOE RD, BLDG 32	10	16
Sub-Total Vending	6,410	6,553
Grand Total Volume in Cases	34,195	36,648

1.5 FOOD SERVICES MANAGEMENT AND OPERATION

The University has provided ARAMARK Canada Ltd with a Letter of Intent for a 10 year-agreement for food service management and operation from April 01 2014.

ATTACHMENTS

ATTACHMENT A – PROPOSAL FORM

COMPANY AND CONTACT INFORMATION

Name of Company: _____

Contact Information – Individual that can contractually obligate the Offeror/Firm

Name	
Title	
Email	
Telephone	
Fax	
Address	

Contact Information – Individual that can be contacted for clarification on this proposal

Name	
Title	
Email	
Telephone	
Fax	

ADDENDA ACKNOWLEDGEMENT

Offeror acknowledges receipt of the following addenda, and has incorporated the requirements of such addenda into the proposal (*List all addenda dates issued for this RFP and initial*):

No.	Date/Initials	No.	Date/Initials
No.	Date/Initials	No.	Date/Initials

SIGNATURE

This proposal must be signed by the person authorized to contractually obligate the organization.

<i>Printed Name</i>	
<i>Signature</i>	
<i>Date Signed</i>	

CRITICAL TEAM MEMBERS

Name of Key Account Manager¹ _____

Name of National Sales Manager _____

Name of Equipment Service Manager _____

Name of Marketing Manager _____

¹The Key Account Manager is the individual who will be the daily point of contact throughout this project.

CERTIFICATIONS

No	Criteria	Response*
1	The Offeror has read the entire RFP and clearly understands the intent of the scope	True / False
2	The Offeror is presently engaged in the business of providing the services & work required in this RFP	True / False
3	The Offeror accepts the University Terms and Conditions as stated in this RFP (including the standard form agreement)	True / False
4	The Offeror confirms that it has the financial strength to perform the services required under this RFP	True / False
5	The Offeror is currently licensed to provide cold beverage services in the Province of Manitoba	True / False
6	The Offeror can provide (if requested) financial records for the organization for the past three years	True / False
7	The Offeror certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any Public entity	True / False
8	Within the past five years, the Offeror certifies that they have not been convicted or had civil judgment rendered against them for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or tax evasion	True / False
9	The Offeror has not had any contracts terminated by the University of Manitoba (within the past five years)	True / False
10	Offeror certifies that Offeror has reviewed the University's Policy and procedures relating to Conflict of Interest and does not have a possible conflict of interest with any employee involved in this solicitation and/or ensuing contract.	True / False

* Failure to answer, or answering "False" may be grounds for disqualification. Please attach additional information on any subject where the Offeror responded "False" to a question above.

FIRM QUALIFICATIONS

No	Criteria	Response
1	How many years has your firm been continuously active in cold beverage services (under the current business name)?	
2	Identify the number of citations received in the past three years from any government agency, regardless of the nature of alleged violations and outcome.	
3	Will you provide installation of all equipment in consultation with Physical Plant?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Will you provide ongoing maintenance to all equipment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Will you provide state of the art equipment with multiple payment options?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Will you provide staff for the supply of product as well as the management of cold beverage services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Will you provide variety of product?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	Will you provide consumer access to nutritional information?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	Will you provide a consistent delivery schedule?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Will you provide a Sustainability Plan that is responsive/flexible and will accommodate the needs of the UM throughout the duration of the contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Will you provide a Marketing Plan that uses various channels including social media to reach the student population?	<input type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENT B – TEAM QUALIFICATIONS

Do not list any names that can be used to identify the Offeror

Team Qualifications

No	Criteria	Key Account Manager
1	Total years of experience in the cold beverage service area?	
2	Total years of experience in the current position?	
3	How long has the individual been employed at your organization?	
4	How many similar projects has the individual performed?	

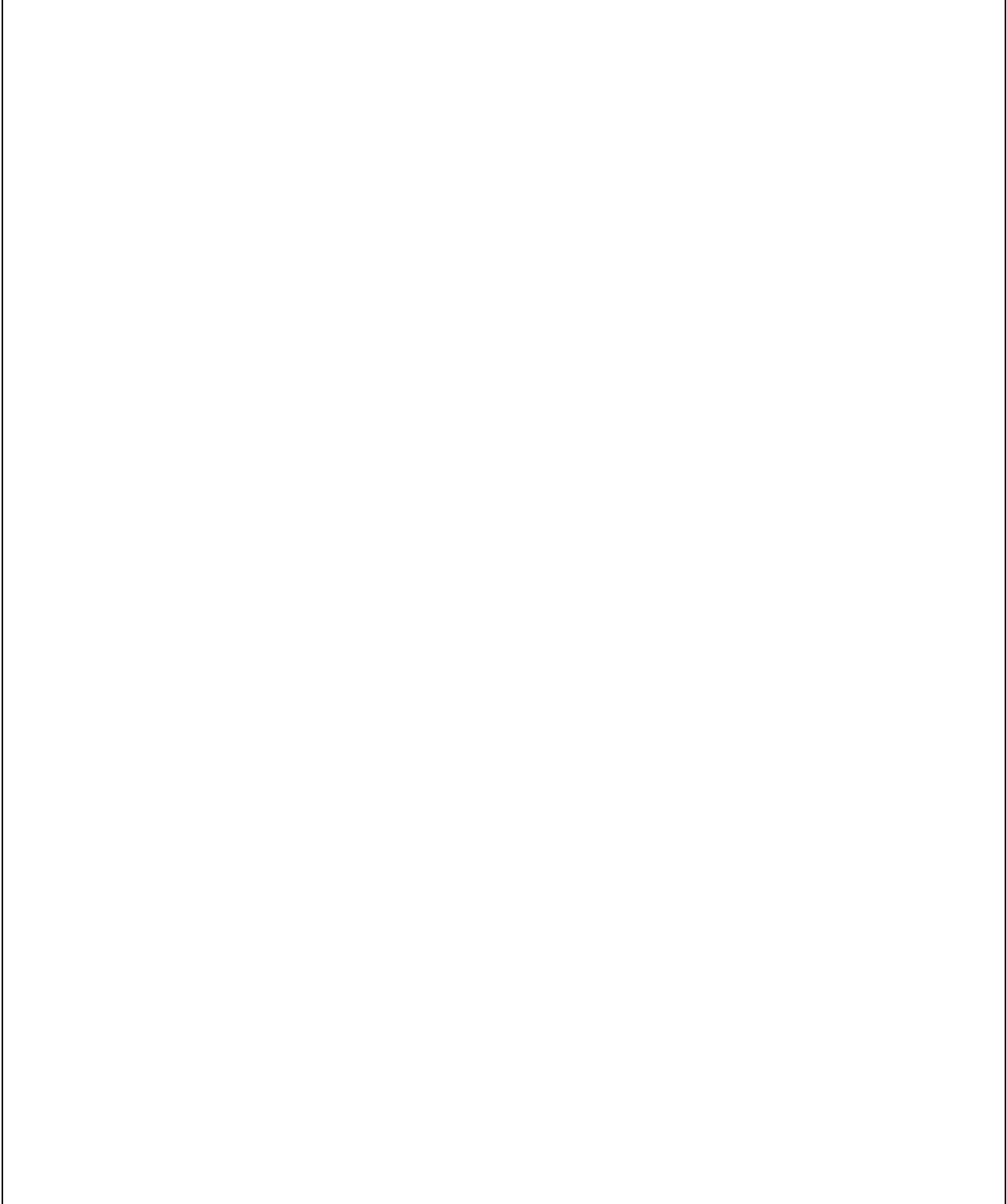
Additional Capabilities (Example: describe any dominant performance metrics for the individuals listed above, have they ever worked together as a team, significant performance improvements made, capabilities/performance of other key personnel, etc.)

--

ATTACHMENT C – PROJECT PLAN

Do not list any names that can be used to identify the Offeror.

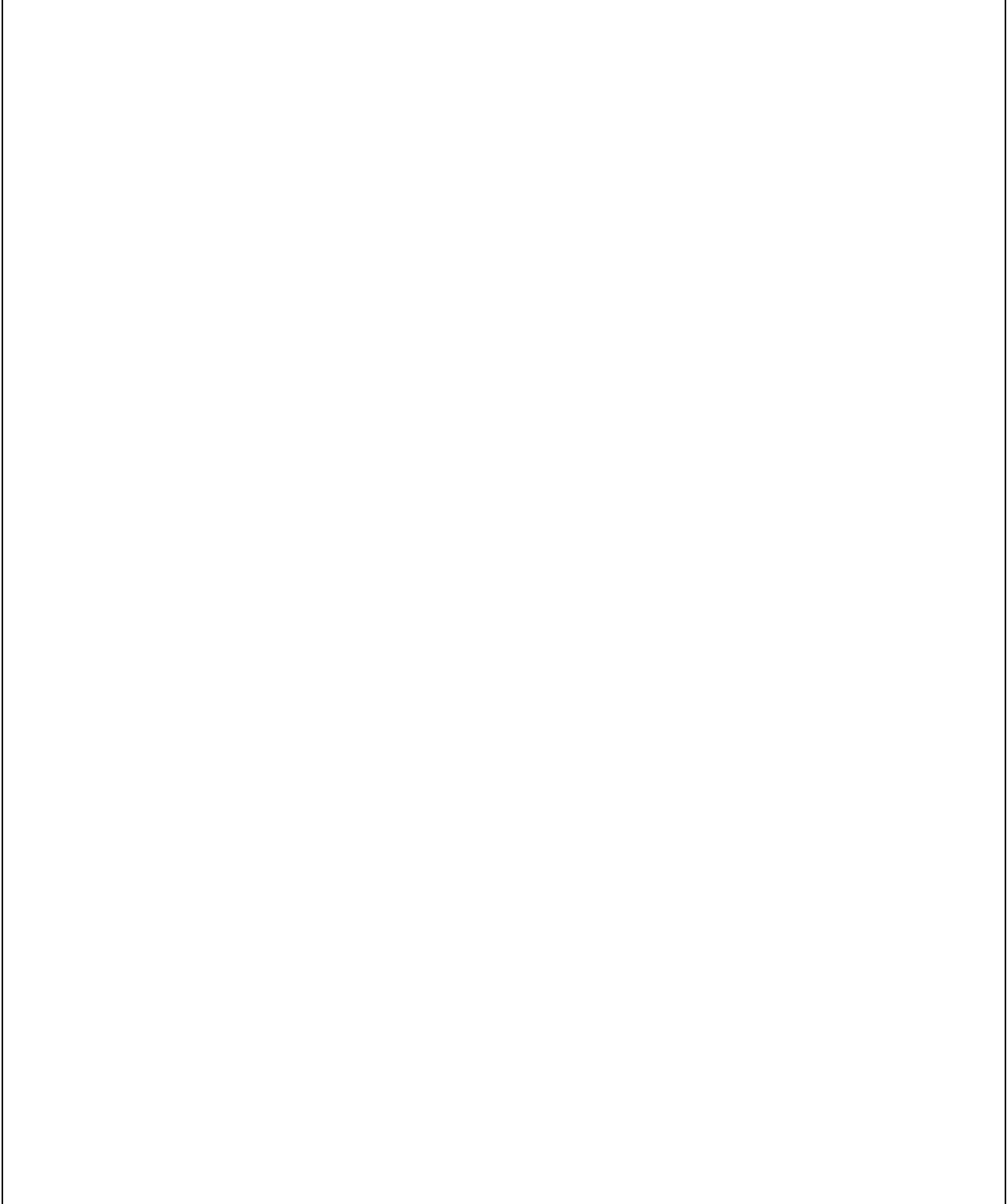
SECTION 1 – PROPOSAL SUMMARY (1 Page Maximum)

A large, empty rectangular box with a thin black border, intended for the proposal summary. It occupies most of the page below the section header.

ATTACHMENT C – PROJECT PLAN

Do not list any names that can be used to identify the Offeror.

SECTION 2 – PROJECT ASSUMPTIONS (1 Page Maximum)

A large, empty rectangular box with a thin black border, occupying most of the page below the section header. It is intended for the user to write their project assumptions, limited to one page.

ATTACHMENT C – PROJECT PLAN

Do not list any names that can be used to identify the Offeror.

SECTION 3 – EXPECTATIONS AND RESPONSIBILITIES (1 Page Maximum)

ATTACHMENT C – PROJECT PLAN

Do not list any names that can be used to identify the Offeror.

SECTION 4 – CLARIFICATION PERIOD SCHEDULE (1 Page Maximum)

ATTACHMENT D – RISK ASSESSMENT PLAN TEMPLATE

Do not list any names that can be used to identify the Offeror. Do not list any cost information. Offeror may add/delete additional rows to identify additional risks, but do not exceed the page limit

SECTION 1 – ASSESSMENT OF CONTROLLABLE RISKS (1 Page Maximum)

Risk 1: _____
Why is it a Risk: _____
Solution: _____

Risk 2: _____
Why is it a Risk: _____
Solution: _____

Risk 3: _____
Why is it a Risk: _____
Solution: _____

Risk 4: _____
Why is it a Risk: _____
Solution: _____

Risk 5: _____
Why is it a Risk: _____
Solution: _____

ATTACHMENT D – RISK ASSESSMENT PLAN TEMPLATE

Do not list any names that can be used to identify the Offeror. Do not list any cost information. Offeror may add/delete additional rows to identify additional risks, but do not exceed the page limit

SECTION 2 – ASSESSMENT OF NON-CONTROLLABLE RISKS (1 Page Maximum)

Risk 1: _____
Why is it a Risk: _____
Solution: _____

Risk 2: _____
Why is it a Risk: _____
Solution: _____

Risk 3: _____
Why is it a Risk: _____
Solution: _____

Risk 4: _____
Why is it a Risk: _____
Solution: _____

Risk 5: _____
Why is it a Risk: _____
Solution: _____

ATTACHMENT E - VALUE ASSESSMENT PLAN TEMPLATE

Do not list any names that can be used to identify the Offeror. Do not list any cost information. Offeror may add/delete additional rows to identify additional value added options. Do not exceed the page limit

VALUE ADDED OPTIONS (1 Page Maximum)

Item 1: _____

Item 2: _____

Item 3: _____

Item 4: _____

Item 5: _____

ATTACHMENT F - REFERENCE LIST

Past Project List (Offeror Firm)

No	Point of Contact ¹	Phone ²	Client Name ³	Date Awarded ⁴	Length ⁵	Average Population ⁶	Guaranteed Commission ⁷	Total Revenue ⁸
1								
2								
3								
4								
5								

Past Project List (Key Account Manager)

No	Point of Contact ¹	Phone ²	Client Name ³	Date Awarded ⁴	Length ⁵	Average Population ⁶	Guaranteed Commission ⁷	Total Revenue ⁸
1								
2								
3								
4								
5								

1= Name of the person who will answer customer satisfaction questions

2 = Current phone number for the reference

3 = Name of the company / institution that the service was performed for (i.e. Tempe College, etc.)

4 = Date that the contract was awarded (MM/DD/YY)

5 = Total length or the duration of the base contract (in years)

6 = Average number of students (per year of service)

7 = Total minimum amount of guaranteed commissions (\$)

8 = Total amount of revenue generated (\$)

Attachment G

University of Manitoba – Cold Beverage Services Questionnaire

To: _____

Phone: _____ Email: _____

Past Performance Survey of: _____
Name of Company (and/or) Name of Key Account Manager

The University of Manitoba is analyzing past performance information on cold beverage service firms and their key personnel. The firm/individual listed above has identified you as a client for which they have previously performed work on. The University greatly appreciates your time in completing this survey. Rate each of the criteria on a scale of 1-10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Client Name: _____ Awarded Date: _____

Project Name: _____ Total Size (\$): _____

NO	CRITERIA	UNIT	RATING
1	Ability to financially perform (in the best interest of the client)	1-10	
2	Overall quality of product	1-10	
3	Overall quality of staff on cold beverage service	1-10	
4	Ability to effectively market cold beverage programs	1-10	
5	Ability to protect the environment and provide a sustainable program	1-10	
6	Ability to communicate and document	1-10	
7	Overall customer satisfaction	1-10	

Please identify the greatest risks/issues/challenges that were encountered during this service:

Printed Name (of Evaluator)

Signature (of Evaluator)

Thank you for assisting the University of Manitoba in this important endeavor.
Please fax the completed survey to: (Insert Offeror's fax number, see 4.8)

ATTACHMENT H - PAST PERFORMANCE INFORMATION SCORE

Enter all of the survey data scores for each entity listed below

Offeror Past Performance Ratings/Score

No	Criteria	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	Average
1	Ability to financially perform						
2	Overall quality of product						
3	Overall quality of staff						
4	Ability to effectively market cold beverage programs						
5	Ability to provide a sustainable program						
6	Ability to communicate and document						
7	Overall customer satisfaction						
Overall Average Score:							
Total Number of Surveys Returned:							

Key Account Manager Past Performance Ratings/Score

No	Criteria	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	Average
1	Ability to financially perform						
2	Overall quality of product						
3	Overall quality of staff						
4	Ability to effectively market cold beverage programs						
5	Ability to provide a sustainable program						
6	Ability to communicate and document						
7	Overall customer satisfaction						
Overall Average Score:							
Total Number of Surveys Returned:							

ATTACHMENT I – FINANCIAL PROPOSAL

SECTION 1 – TOTAL FINANCIAL CONTRIBUTION (7-YEAR CONTRACT)

Financial Structure #1 (Exclusive Rights)

Year	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	%
2015-2016	\$	%
2016-2017	\$	%
2017-2018	\$	%
2018-2019	\$	%
2019-2020	\$	%
2020-2021	\$	%

Total:

Financial Structure #2 (Non-Exclusive Rights)

Year	Vending Machines		Year	Over The Counter	
	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)		Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	%	2014-2015	\$	\$
2015-2016	\$	%	2015-2016	\$	\$
2016-2017	\$	%	2016-2017	\$	\$
2017-2018	\$	%	2017-2018	\$	\$
2018-2019	\$	%	2018-2019	\$	\$
2019-2020	\$	%	2019-2020	\$	\$
2020-2021	\$	%	2020-2021	\$	\$

Total:

Total:

SECTION 2 – VALUE ADDED OPTIONS / IDEAS

Please provide estimated financial impacts associated with each Value Added Idea that you have proposed in Attachment E (if any). These ideas will be discussed and negotiated during the Clarification Period.

No	Description	Estimated Impact to Financial Contribution (\$ or %)
1		
2		
3		
4		
5		

SECTION 3 – TRANSITIONING COSTS

If the Offeror is not the incumbent, the Offeror shall be responsible for all costs associated for transitioning the service from the incumbent to the Offeror. This cost must be included in your Total Financial Contribution (Section 1 of this Attachment). Please confirm that your proposal has accounted for this cost.

Your proposal has accounted and included all costs (if any) associated with transitioning the service to your company:

Yes
 No



UNIVERSITY
OF MANITOBA

Financial Services

Purchasing Services
Rm. 410 Administration Bldg.
Winnipeg, Manitoba
Canada R3T 2N2
Tel. (204) 474-8348
Fax (204) 474-7509

ADDENDUM #1

Date: March 6, 2014

RFP # FG 140304 JB Cold Beverage Service

THIS ADDENDUM SHALL FORM A PART OF AND BE INCLUDED IN THE REQUEST FOR PROPOSAL (RFP).

Signify that this Addendum #1 has been received by listing the Addendum number on Attachment A of your proposal submission.

Note: There is 1 page to this Addendum #1 (including this page)

1.0 SECTION 2.4 PRE-PROPOSAL CONFERENCE AND SITE VISIT

The pre-proposal conference and site visit will be conducted to provide an overview of the project and the procurement process.

Date: Tuesday March 18 2014 at 1:30 P.M.
Venue: Helen Glass Centre for Nursing Room 370
89 Curry Place
University of Manitoba Fort Garry Campus
Winnipeg, MB

A campus map identifying buildings is available at <http://umanitoba.ca/about/map/>.

Visiting arrangements can be made at Welcome Centre, 423 University Crescent. For more information see <http://umanitoba.ca/campus/parking/>.

To obtain additional information about this meeting, please send an RSVP email to both individuals listed in Section 2.1 of the RFP.

End of Addendum #1



ADDENDUM #2

Date: March 17, 2014

RFP # FG 140304 JB Cold Beverage Service

THIS ADDENDUM SHALL FORM A PART OF AND BE INCLUDED IN THE REQUEST FOR PROPOSAL (RFP).

Signify that this Addendum #2 has been received by listing the Addendum number on Attachment A of your proposal submission.

Note: There are 8 pages to this Addendum #2 (including this page)

1.0 RFP Section 2.3 PROCUREMENT SCHEDULE

The University will make every effort to adhere to the schedule below. However, the University reserves the right to modify these activities and dates at any time.

No	Activity	Date
1	Project Announcement	03/04/14
2	Pre-Proposal Conference	03/18/14
3	Site Walk	03/18/14
4	Deadline to Submit Questions/Inquiries	03/20/14
5	Proposal Due Date (4:00 PM Winnipeg Time)	04/01/14
6	Interviews	04/07/14
7	Clarification Period	04/10/14 - 05/08/14
8	Anticipated Date of Award	05/15/14
9	Transition Period	05/16/14 – 06/30/14
10	Start of Service	07/01/14

2.0 RFP Section 4.9 FINANCIAL PROPOSAL (ATTACHMENT I)

The Offeror shall prepare and submit the Financial Proposal (Attachment I), which shall meet all Exhibit 1 requirements. The financial proposal shall include all direct and indirect costs associated with this service. The University's preference is for an annual fixed-fee contribution. However, the University shall also consider a commission based proposal based on a percentage of gross sales.

The University will analyse different financial structure alternates to identify the best combination or arrangement of exclusive vs. non-exclusive contracts and make award(s), if any, that best suit

the University in its sole discretion regardless of whether the particular contract combination or arrangement was stated in the RFP or not.

3.0 RFP Section 6.2 REQUIRED ACTIVITIES / DELIVERABLES

The Offeror will be required to preplan the project in detail to ensure that there are no surprises. The Offeror will be required to perform the following (including, but not limited to):

1. Perform a detailed cost verification
 - a. Detailed cost breakdown
 - b. Provide a 7-year pro-forma
 - c. Identify why the financial proposal may be significantly different from competitors
 - d. Review big-ticket items
 - e. Review value added options
 - f. Identify how payments will be made and all expectations regarding finances
2. Align expectations
 - a. Identify any potential deal breakers
 - b. Clearly identify what is included and excluded in the proposal
 - c. Review any unique requirements with the University
 - d. Review interview statements
 - e. Clearly identify University roles and responsibilities
 - f. Review and approve all contract terms and conditions
 - g. Introduction of the Offerors critical personnel to the University team
 - h. Provide a transitioning plan/schedule
 - i. Provide plan for critical staff retention and plan if these individuals leave
3. Carefully preplan the project in detail
 - a. Coordinate the project/service with all critical parties
 - b. Revisit the sites to do any additional investigating
 - c. Prepare a detailed project schedule identifying critical milestones
 - d. Prepare a detailed project plan if necessary
 - e. Provide a marketing plan
 - f. Provide a transitioning plan (if the Offeror is not the incumbent)
4. Identify all assumptions
 - a. Prepare a list of all proposal assumptions (with associated impacts)
 - b. Identify and mitigate all project risks
 - c. Address all client concerns and risks
 - d. Address all risks identified by other proposers
 - e. Address all risks that occurred on previous past projects
5. Identify and mitigate all uncontrollable risks
 - a. Identify all risks or activities not controlled by the Offeror
 - b. Identify the impact of the risks
 - c. Identify what the University can do to mitigate the risks
 - d. Address how unforeseen risks will be managed
6. Performance reports and metrics
 - a. Identify how the Offeror will track and document their performance
 - b. Provide an actual monthly performance metric report
 - c. Identify how the University will document this service as a success
 - d. Review the Weekly Risk Report
7. Non-Exclusive Tasks
 - a. If the University deems that multiple different Offerors provide the best value to the University, the Offerors will be required to pre-plan and coordinate between one another to assure there are not issues, concerns or risks with each Offerors plan.

4.0 RFP Section EXHIBIT 1 PROJECT DETAILS AND DESIRED OUTCOMES

SECTION 2 – SCOPE OF WORK

The following information contains the minimum requirements that must be met by all Offerors. If the Offeror cannot meet any of the expectations listed below, (i.e. they are unrealistic; not feasible; etc.) the Offeror is required to seek clarification or an exception prior to the proposal due date.

2.1 EXCLUSIVITY VS NON-EXCLUSIVITY

- Alternate 1: The University's primary intent is to award a contract for exclusive rights to provide cold beverage services on campus. These include fountain drinks, over-the-counter drinks, and vending machine drinks.
- Alternate 2: The University will consider semi-exclusive contracts. Under this option, the University may award multiple contracts as follows:
 - One contract would be for exclusive rights fountain drinks, over-the-counter drinks excluding energy drinks and vending machines excluding energy drinks.
 - One contract would be for exclusive rights for over-the-counter energy drinks only and vending machines to provide energy drinks only.
- Alternate 3: The University will consider partial-exclusive contracts. Under this option, the University may award multiple contracts as follows:
 - One contract would be for exclusive rights fountain drinks and over-the-counter drinks.
 - One contract would be for exclusive rights vending machines throughout campus (except for non-exclusive vending energy drinks in University Centre and Brodie Centre).
 - One contract would be for non-exclusive vending machines in University Centre and Brodie Centre to provide energy drinks only.
- The University is requesting pricing information for all alternates (exclusive vs non-exclusive).

5.0 RFP Section 2.2 PRICING STRUCTURE

- The University desires a fixed fee annual contribution guaranteed commission. However, the University will also consider a fixed annual fee and a commission based structure.
- The Offeror shall provide the best financial proposal as requested in Attachment I
- The pricing structure shall consider:
 - The annual fixed fee contribution guaranteed commission.
 - The annual commission based on the percent of total gross sales.
- The Offeror shall provide an estimated annual total gross sales. This number will be used for financial analysis and will be clarified during the Clarification Phase (Section 6.2 in the RFP).

6.0 RFP Section ATTACHMENT I – FINANCIAL PROPOSAL on next page.

ATTACHMENT I – FINANCIAL PROPOSAL

SECTION 1 – TOTAL FINANCIAL CONTRIBUTION (7-YEAR CONTRACT)

FINANCIAL STRUCTURE #1 (Exclusive Rights)

Under this structure, one vendor will be awarded exclusive rights to provide cold beverage services on campus (see Exhibit 1). The Offeror may provide a guaranteed annual contribution only structure, a commission rate based on gross sales only structure, or a combination of both. The Offeror shall provide an estimated total gross sale (to be used for analysis)

Year	Total Estimated Gross Sales	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	\$	%
2015-2016	\$	\$	%
2016-2017	\$	\$	%
2017-2018	\$	\$	%
2018-2019	\$	\$	%
2019-2020	\$	\$	%
2020-2021	\$	\$	%

Total (7-Year) Estimated Gross Sales: \$ _____
Total (7-Year) Guaranteed Annual Contribution: \$ _____
Average (7-Year) Commission Rate: _____ %

FINANCIAL STRUCTURE #2 (Semi-Exclusive Rights)

Under this structure, one vendor will be awarded exclusive rights to provide cold beverage services excluding energy drinks and another vendor will be awarded exclusive rights to provide energy drinks only (see Exhibit 1). The Offeror may provide a guaranteed annual contribution only structure, a commission rate based on gross sales only structure, or a combination of both. The Offeror shall provide an estimated total gross sale (to be used for analysis)

Exclusivity For Cold Beverage Service Excluding Energy Drinks

Year	Total Estimated Gross Sales	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	\$	%
2015-2016	\$	\$	%
2016-2017	\$	\$	%
2017-2018	\$	\$	%
2018-2019	\$	\$	%
2019-2020	\$	\$	%
2020-2021	\$	\$	%

Total (7-Year) Estimated Gross Sales: \$ _____
 Total (7-Year) Guaranteed Annual Contribution: \$ _____
 Average (7-Year) Commission Rate: _____ %

Exclusivity For Energy Drinks Only

Year	Total Estimated Gross Sales	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	\$	%
2015-2016	\$	\$	%
2016-2017	\$	\$	%
2017-2018	\$	\$	%
2018-2019	\$	\$	%
2019-2020	\$	\$	%
2020-2021	\$	\$	%

Total (7-Year) Estimated Gross Sales: \$ _____
 Total (7-Year) Guaranteed Annual Contribution: \$ _____
 Average (7-Year) Commission Rate: _____ %

FINANCIAL STRUCTURE #3 (Partial-Exclusive Rights)

Under this structure, one vendor will be awarded exclusive rights to provide fountain and over-the-counter services. Another vendor will be awarded exclusive rights to provide cold beverage services for vending machines on campus (for all traditional soda drinks and cold beverages including energy drinks). A third contract will be awarded to a third vendor to provide cold beverage services for vending machines for energy drinks in University Centre and Brodie Centre buildings only (see Exhibit 1). The Offeror may provide a guaranteed annual contribution only structure, a commission rate based on gross sales only structure, or a combination of both. The Offeror shall provide an estimated total gross sale (to be used for analysis).

Exclusivity For Fountain and Over-The-Counter Drinks Only

Year	Total Estimated Gross Sales	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	\$	%
2015-2016	\$	\$	%
2016-2017	\$	\$	%
2017-2018	\$	\$	%
2018-2019	\$	\$	%
2019-2020	\$	\$	%
2020-2021	\$	\$	%

Total (7-Year) Estimated Gross Sales: \$ _____
 Total (7-Year) Guaranteed Annual Contribution: \$ _____
 Average (7-Year) Commission Rate: _____ %

Exclusivity For Vending Machines Only (Except for Non-Exclusivity of Energy Drinks in University Centre and Brodie Centre)

Year	Total Estimated Gross Sales	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	\$	%
2015-2016	\$	\$	%
2016-2017	\$	\$	%
2017-2018	\$	\$	%
2018-2019	\$	\$	%
2019-2020	\$	\$	%
2020-2021	\$	\$	%

Total (7-Year) Estimated Gross Sales: \$ _____
 Total (7-Year) Guaranteed Annual Contribution: \$ _____
 Average (7-Year) Commission Rate: _____ %

Non-Exclusivity For Energy Drinks Vending Machines in University Centre and Brodie Centre Only

Year	Total Estimated Gross Sales	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	\$	%
2015-2016	\$	\$	%
2016-2017	\$	\$	%
2017-2018	\$	\$	%
2018-2019	\$	\$	%
2019-2020	\$	\$	%
2020-2021	\$	\$	%

Total (7-Year) Estimated Gross Sales: \$ _____
 Total (7-Year) Guaranteed Annual Contribution: \$ _____
 Average (7-Year) Commission Rate: _____ %

SECTION 2 – VALUE ADDED OPTIONS / IDEAS

Please provide estimated financial impacts associated with each Value Added Idea that you have proposed in Attachment E (if any). These ideas will be discussed and negotiated during the Clarification Period.

No	Description	Estimated Impact to Financial Contribution (\$ or %)
1		
2		
3		
4		
5		

SECTION 3 – TRANSITIONING COSTS

If the Offeror is not the incumbent, the Offeror shall be responsible for all costs associated for transitioning the service from the incumbent to the Offeror. This cost must be included in your Total Financial Contribution (Section 1 of this Attachment). Please confirm that your proposal has accounted for this cost.

Your proposal has accounted and included all costs (if any) associated with transitioning the service to your company:

Yes
 No

End of Addendum #2



ADDENDUM #3

Date: March 24, 2014

RFP # FG 140304 JB Cold Beverage Service

THIS ADDENDUM SHALL FORM A PART OF AND BE INCLUDED IN THE REQUEST FOR PROPOSAL (RFP).

Signify that this Addendum #3 has been received by listing the Addendum number on Attachment A of your proposal submission.

Note: There are 6 pages to this Addendum #3 (including this page)

1.0 RFP Section EXHIBIT 1 PROJECT DETAILS AND DESIRED OUTCOMES

SECTION 2 – SCOPE OF WORK

The following information contains the minimum requirements that must be met by all Offerors. If the Offeror cannot meet any of the expectations listed below, (i.e. they are unrealistic; not feasible; etc.) the Offeror is required to seek clarification or an exception prior to the proposal due date.

2.1 EXCLUSIVITY VS NON-EXCLUSIVITY

- Alternate 1: The University's primary intent is to award a contract for exclusive rights to provide cold beverage services on campus. These include fountain drinks, over-the-counter drinks, and vending machine drinks (exclusive rights for cold beverage service).
- • Alternate 2: The University will consider semi-exclusive contracts. Under this option, the University may award multiple contracts as follows:
 - One contract would be for exclusive rights fountain drinks, over-the-counter drinks excluding energy drinks and vending machines excluding energy drinks (exclusive rights for only non-energy drinks).
 - One contract would be for exclusive rights for over-the-counter energy drinks only and vending machines to provide energy drinks only (exclusive rights for only energy drinks).
- • Alternate 3: The University will consider partial-exclusive contracts. Under this option, the University may award multiple contracts as follows:
 - One contract would be for exclusive rights fountain drinks, over-the-counter drinks, and vending machine drinks throughout campus (exclusive rights for cold beverage service throughout campus except for a non-exclusive allowance for over-the-counter energy drinks in University Centre and Brodie Centre).
 - One contract would be for an allowance for energy drinks only over-the-counter in University Centre and Brodie Centre (the energy drink allowance).
- The University is requesting pricing information for all alternates (exclusive vs non-exclusive).

2.0 RFP Section ATTACHMENT I – FINANCIAL PROPOSAL on next page

ATTACHMENT I – FINANCIAL PROPOSAL

SECTION 1 – TOTAL FINANCIAL CONTRIBUTION (7-YEAR CONTRACT)

FINANCIAL STRUCTURE #1 (Exclusive Rights)

Under this structure, one vendor will be awarded exclusive rights to provide cold beverage services on campus (see Exhibit 1). The Offeror may provide a guaranteed annual contribution only structure (preferential scoring will be applied to Guaranteed Annual Contribution), a commission rate based on gross sales only structure, or a combination of both. The Offeror shall provide an estimated total gross sale (to be used for analysis)

Year	Total Estimated Gross Sales	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	\$	%
2015-2016	\$	\$	%
2016-2017	\$	\$	%
2017-2018	\$	\$	%
2018-2019	\$	\$	%
2019-2020	\$	\$	%
2020-2021	\$	\$	%

Total (7-Year) Estimated Gross Sales: \$ _____
 Total (7-Year) Guaranteed Annual Contribution: \$ _____
 Average (7-Year) Commission Rate: _____ %

FINANCIAL STRUCTURE #2 (Semi-Exclusive Rights)

Under this structure, one vendor will be awarded exclusive rights to provide cold beverage services excluding energy drinks and another vendor will be awarded exclusive rights to provide energy drinks only (see Exhibit 1). The Offeror may provide a guaranteed annual contribution only structure (preferential scoring will be applied to Guaranteed Annual Contribution), a commission rate based on gross sales only structure, or a combination of both. The Offeror shall provide an estimated total gross sale (to be used for analysis)

Exclusivity For Cold Beverage Service Excluding Energy Drinks

Year	Total Estimated Gross Sales	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	\$	%
2015-2016	\$	\$	%
2016-2017	\$	\$	%
2017-2018	\$	\$	%
2018-2019	\$	\$	%
2019-2020	\$	\$	%
2020-2021	\$	\$	%

Total (7-Year) Estimated Gross Sales: \$ _____
 Total (7-Year) Guaranteed Annual Contribution: \$ _____
 Average (7-Year) Commission Rate: _____ %

Exclusivity For Energy Drinks Only

Year	Total Estimated Gross Sales	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	\$	%
2015-2016	\$	\$	%
2016-2017	\$	\$	%
2017-2018	\$	\$	%
2018-2019	\$	\$	%
2019-2020	\$	\$	%
2020-2021	\$	\$	%

Total (7-Year) Estimated Gross Sales: \$ _____
 Total (7-Year) Guaranteed Annual Contribution: \$ _____
 Average (7-Year) Commission Rate: _____ %

FINANCIAL STRUCTURE #3 (Partial-Exclusive Rights)

Under this structure, one vendor will be awarded exclusive rights to provide fountain drinks, over-the-counter drinks, and vending machine drinks throughout campus except for a non-exclusive allowance for over-the-counter energy drinks in University Centre and Brodie Centre. Another vendor will be awarded an allowance for energy drinks only over-the-counter in University Centre and Brodie Centre (see Exhibit 1). The Offeror may provide a guaranteed annual contribution only structure (preferential scoring will be applied to Guaranteed Annual Contribution), a commission rate based on gross sales only structure, or a combination of both. The Offeror shall provide an estimated total gross sale (to be used for analysis).

Exclusivity For Cold Beverage Service Except For A Non-Exclusive Energy Allowance

Year	Total Estimated Gross Sales	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	\$	%
2015-2016	\$	\$	%
2016-2017	\$	\$	%
2017-2018	\$	\$	%
2018-2019	\$	\$	%
2019-2020	\$	\$	%
2020-2021	\$	\$	%

Total (7-Year) Estimated Gross Sales: \$ _____
 Total (7-Year) Guaranteed Annual Contribution: \$ _____
 Average (7-Year) Commission Rate: _____ %

Allowance For Energy Drinks Only Over-The-Counter in University Centre and Brodie Centre

Year	Total Estimated Gross Sales	Guaranteed Annual Contribution	Commission Rate (% of Gross Sales)
2014-2015	\$	\$	%
2015-2016	\$	\$	%
2016-2017	\$	\$	%
2017-2018	\$	\$	%
2018-2019	\$	\$	%
2019-2020	\$	\$	%
2020-2021	\$	\$	%

Total (7-Year) Estimated Gross Sales: \$ _____
 Total (7-Year) Guaranteed Annual Contribution: \$ _____
 Average (7-Year) Commission Rate: _____ %

SECTION 2 – VALUE ADDED OPTIONS / IDEAS

Please provide estimated financial impacts associated with each Value Added Idea that you have proposed in Attachment E (if any). These ideas will be discussed and negotiated during the Clarification Period.

No	Description	Estimated Impact to Financial Contribution (\$ or (%))
1		
2		
3		
4		
5		

SECTION 3 – TRANSITIONING COSTS

If the Offeror is not the incumbent, the Offeror shall be responsible for all costs associated for transitioning the service from the incumbent to the Offeror. This cost must be included in your Total Financial Contribution (Section 1 of this Attachment). Please confirm that your proposal has accounted for this cost.

Your proposal has accounted and included all costs (if any) associated with transitioning the service to your company:

Yes
 No

End of Attachment I – Financial Proposal

3.0 Questions and Answers following the Pre-Proposal Conference

1. Q: If identification (name, brand, etc.) is included in a part of the submission, will the submission still be evaluated?

1. A: Attachments B, C, D, E must be anonymous. Do not list any names (company names, project names, individual names, past project names, etc) that can be used to identify who the Offeror is. Refer RFP Sections 4.4, 4.5, 4.6 and 4.7 for more information.

2. Q: If a specific risk identifies the vendor, should the vendor still submit it as a risk?

2. A: The Offeror should identify risks that apply and are unique to this project/service. Do not list any names (company names, project names, individual names, past project names, etc) that can be used to identify who the Offeror is. Refer RFP Section 4.6.

3. Q: The due date for submission is listed as April 1st at 4 pm (Winnipeg Time). Can this date be moved?

3. A: The due date and time remains unchanged as stated in the RFP.

4. Q: Section 4.3 mentions that the Key Account Manager cannot be changed without University consent. Please explain.

4. A: As the change in the Key Account Manager poses a risk to the University, the University requires advanced notification, a transition plan, and an explanation for the change. The University may reject such requests if it does not accept the transition plan.

5. Q: Will an MSWord version of the attachments be provided?

5. A: Yes. An updated MSWord version has been posted with the RFP on the University of Manitoba website at http://www.umanitoba.ca/admin/financial_services/purch/bid_postings.html.

6. Q: Will the slides from the Pre-Proposal Conference be made available.

6. A: Yes. PowerPoint slides have been posted to the Best Value Procurement area under the *Suppliers to the University* section on the University of Manitoba website at http://www.umanitoba.ca/admin/financial_services/purch/suppliers.html.

7. Q: Can multiple reference letters be submitted for the company and individual?

7. A: Yes.

8. Q: Is the Weekly Risk Report submitted over the entire 7 years of the contract?

8. A: Yes. The University may elect to make this bi-weekly or monthly if there are no issues with the service.

9. Q: Is the section on sustainability part of the submission?

9. A: The sustainability plan will be part of the Clarification Period. However, it could also potentially be a part of value added in the proposal.

10. Q: Please clarify if only one Offerer or more than one Offerer will be Shortlisted to participate in the interview process.

10. A: All shortlisted Offerors will be invited to interviews. The subsequent final prioritization will determine the Offeror proceeding to the Clarification Period. Refer RFP Sections 5.5, 5.6, 5.7 and 5.8.

11 Q: Attachment A – Certifications: Please advise on the format for supplying additional information if the Offerer response is “False” to any question.

11 A: Append explanations separately to Attachment A.

12 Q: Attachment F - Reference List refers only to Post Secondary clients. If relevant, is it acceptable to use other industry clients as references?

12 A: Yes.

13 Q: Attachment F - Reference List request that we provide commission and revenue information about the client. We are unable to provide this due to confidentiality obligations.

13 A: Total Size (\$) of reference projects (not commission and revenue information) are requested.

14 Q: If all requirements from Section 2 cannot be fully met, please advise.

14 A: Append all exceptions separately to Attachment A and propose modifications in detail for review.

15. Q: Can milk products be brought into scope for the RFP.

15: A: No, milk products remain excluded from scope. Refer RFP Exhibit 1 Section 3.

End of Addendum #3