THE UNIVERSITY OF NORTHERN IOWA
CEDAR FALLS, IA

Request for Proposal ("RFP") #Q9382

Request for Snack Vending

Procurement Services
University of Northern Iowa
103 Gilchrist Hall
Cedar Falls, IA 50614-0008
Email: molly.ungs@uni.edu

<table>
<thead>
<tr>
<th>Issue RFP</th>
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<tr>
<td>Wednesday, January 23, 2019</td>
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<td>Written questions, requests for clarification</td>
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<td>and suggested changes due from suppliers</td>
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<td>Tuesday, February 5, 2019 3:00pm CST</td>
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<td>Written responses to questions, requests for</td>
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<td>clarification and suggested changes</td>
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<td>Monday, February 11, 2019 12:00pm CST</td>
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<td>Proposal due date</td>
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<td>Thursday, February 21, 2019 3:00pm CST</td>
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<td>Anticipated contract notification</td>
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Please note: an electronic version of this Request for Proposal can be downloaded from:  
[http://www.uni.edu/obo/purchasing/current-bid-solicitations](http://www.uni.edu/obo/purchasing/current-bid-solicitations)
1.1 **Purpose of RFP**  
The University of Northern Iowa (also referred to as “University” or “UNI”) is requesting proposals from reputable companies (hereinafter, “Company”) to provide full service snack vending machines on campus.

1.2 **Description of the University of Northern Iowa**  
The University of Northern Iowa, located in Cedar Falls, Iowa was founded in 1876. Today, the campus covers 940 acres and consists of five colleges: Business Administration; Education; Social and Behavioral Sciences; Humanities, Arts and Sciences; and Graduate College. Approximately 11,000 undergraduate and graduate students are currently enrolled.

1.3 **RFP Contact/Representatives:** All inquiries or requests for clarification or interpretation or to notify the University of errors or omissions relating to this Request must be directed to the DESIGNATED CAMPUS CONTACT: (This is the only people that respondents may speak to until the award of a contract)

    Molly Ungs  
    Purchasing Agent  
    103 Gilchrist Hall  
    University of Northern Iowa  
    Cedar Falls, Iowa 50614-0008  
    Telephone (319)273-6448  
    molly.ungs@uni.edu

1.4 **Proposal Clarification:** Any and all questions regarding this Request for Proposal should be submitted via email to molly.ungs@uni.edu by Tuesday, February 5, 2019 3:00pm CST. Responses to questions will be made available in the form of an official addendum by Monday, February 11, 2019 12:00pm CST.

1.5 **Proposal Submission**  
Proposals submitted must be comprehensive by including all products, services and costs necessary to meet the requirements of this request. Proposals must be received by Procurement Services, 103 Gilchrist Hall, Cedar Falls, Iowa 50614-0008, by 3:00 P.M., CST, on Thursday, February 21, 2019. Any proposal received after the time specified for the receipt of proposals may not be considered and may be returned unopened to the sender as non-responsive.

One (1) electronic copy of the proposal are to be submitted to Procurement Services in response to this RFP.

1.6 **Company Confirmation**  
Each Company, by submitting a proposal, acknowledges its representatives have:

1.6.1 Read and completely understood the proposal documents contained in this RFP.

1.6.2 Based their proposal upon the requirements described in the proposed Contract Documents.

1.6.3 Caused the proposal to be signed by an authorized representative.

1.7 **Receipt and Opening of Proposals**  
1.7.1 UNI reserves the right to accept or reject any or all proposals and to waive any irregularities,
technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide an unfair competitive advantage to any Company. UNI reserves the right to request additional documents or proposal clarifications after the due date and time for proposal submission.

1.7.2 No proposals submitted by use of oral, telephonic, or facsimile methods, nor any modifications to previously submitted proposals made by any of these methods, will be considered. If a proposal is sent by mail, Company should make allowance for the time required for such transmission.

1.7.3 Company's legally authorized representative (Officer of Company) shall sign the proposal. The official name, address, telephone, fax number and email addresses are to be stated on the proposal form.

1.7.4 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

1.7.5 The laws of the State of Iowa require the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Proposals will be available for public viewing after a contract has been finalized with the awarded Company. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld, if clearly identified as such in the proposal unless disclosure is required by a court order. Proposals marked entirely confidential or proprietary may be rejected. Pricing information, management fees, financial arrangements, and other offers cannot be considered proprietary information.

Failure to list all proprietary sections of the submitted proposal in the space provided on the Form of Proposal, shall relieve UNI personnel from any responsibility, should such information be viewed by the public, a competitor, or in any way be released.

1.7.6 All opened proposals become the property of UNI and will not be returned to the Company.

1.7.7 Prior to the date and time designated for receipt of proposals, proposals submitted early may be withdrawn only by written notice to the RFP representative. Such notice must be received by the representative prior to the designated date and time for receipt of proposals.

1.7.8 Prices and Terms shall remain firm for acceptance for ninety calendar days after the proposal submission date. No proposal may be modified or withdrawn during this 90-calendar days period.

1.7.9 All erasures or corrections are to be initialed by the person(s) signing the proposal.

1.7.10 Failure to comply with the requirements of this RFP or evidence of unfair bidding procedures may be cause for rejection of the proposal. Failure to supply information requested may also be cause for rejection of the RFP as being non-responsive.

1.8 Prerogatives of the University
This solicitation does not commit the University to award a contract or to pay any costs incurred in the preparation of a proposal and submission of proposals, costs incurred in making necessary studies for the preparation of proposals, or any travel or personnel expenses associated with trips to UNI. The University
reserves the right to accept or reject any or all proposals received; to negotiate with any qualified respondent or respondents; or to cancel, in part or in its entirety, this RFP.

1.9 Short List Suppliers/Negotiations
Upon completion of proposal review, evaluation, and scoring, UNI reserves the right to identify a shortlist of suppliers who will best serve the University. This group of suppliers may be asked to give an onsite presentation to the University RFP evaluation committee and other UNI representatives. The University reserves the right to conduct negotiations/multiple rounds of negotiations until the University reaches satisfaction that a competitive and mutually beneficial contract can be awarded to the most responsive Supplier(s). During these negotiations, UNI reserves the right to accept revisions of proposals and negotiate price. Negotiations will be structured to safeguard information and ensure that all Suppliers in the competitive range are treated fairly.

1.10 Addenda
Any and all interpretations, corrections, revisions, and amendments shall be issued by UNI Procurement Services to all known holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the proposal due date or canceling the Request for Proposal, such addenda shall be issued so as to be received at least three (3) days prior to the time set for receipt of proposals. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Proposal.

1.11 Qualification of Company
1.11.1 UNI shall make such investigations as deemed necessary to determine the ability of Company to provide the expected services.

1.11.2 UNI reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy UNI, or that said Company is not properly qualified to carry out the obligations specified herein.

1.11.3 UNI reserves the right to award based on the proposal(s) determined to be in its best interest.

1.11.4 Company must be licensed to do business in the State of Iowa and comply with all applicable laws and provisions.

1.11.5 Company shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed. Company shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of Company.

1.12 Exceptions to Contract Documents
Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the Specifications of Section III, and any exceptions to the provisions, terms, and conditions of this RFP included in Section I and Terms and Conditions of the Contract in Section II. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on Attachment A and returned with the submitted proposal. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected at the sole discretion of UNI.
1.13 Preference Laws
UNI will give preference to purchasing from Iowa based businesses if the proposals submitted are comparable in pricing and their ability to meet all other criteria is comparable.

1.14 Gratuities
The laws of the State of Iowa provide that it is a criminal offense to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee’s acts, opinion, judgment or exercise of discretion with respect to that employee’s duties.

1.15 Availability of Contract to Other Entities
All other agencies of the State of Iowa, Independent Purchasing Authorities and all political subdivisions of the State of Iowa may make purchases pursuant to the Base Contract and/or Ancillary Contracts. A Buyer may include additional contractual requirements and the Company agrees to be bound by the additional requirements if it accepts the Purchase Instrument.

1.16 Copyrights
By submitting a bid proposal, the Company agrees that the University may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The Company consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party.

1.17 Proposal Evaluation
The University will select a Company on the basis of proposals received in response to this RFP and any other information the University acquires regarding a company’s ability to perform. The University will evaluate proposals and may select one or more companies based on responses to this RFP. All proposals submitted in response to this RFP will be reviewed for responsiveness by the purchasing agent prior to referral to the evaluation committee. A committee may evaluate all responsive proposals in accordance with the criteria described below.

The contract will be awarded to the Company(ies) whose overall offer is deemed to be the most advantageous to the University as determined by the evaluation committee. In preparing responses, offerors should describe in great detail how they propose to meet the scope of work/specifications detailed in this RFP. Consideration will be given to price of goods offered and proposed commission to the University, but these will not be the sole determining factors.

The Evaluation Criteria utilized for this Request for Proposal will be based upon, but not limited to, the following criteria, listed in no particular order:

1.17.1 Commission
1.17.2 Product portfolio and price of products
1.17.3 Service
1.17.4 Equipment
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Section II
Terms and Conditions of the Contract

The following terms and conditions will apply to any contractual agreement awarded as a result of this RFP.

2.1 Terms
2.1.1 University
The University is the University of Northern Iowa. The term University means the University or the University's authorized representative. The University may be referred to as “University” or “UNI”.

2.1.2 Company
The Company is the person or organization proposing or offering to contract for goods or services. The term Company means the Company or the Company's authorized representative. The Company may also be referred to as the Supplier. This RFP may be awarded to multiple Companies - therefore, ‘Companies’ may also be referred to as Company.

2.1.3 The Product
The Product comprises of the goods and/or services required by the Company to fulfill the needs of this RFP.

2.1.4 The Agreement
The Agreement refers to the contractual agreement between UNI and the awarded Company, detailed in the Contract Documents and signed by both parties, and incorporating the RFP and Company’s response by reference. The Agreement may be referred to as “Contract” or “Agreement”.

2.1.5 Contract Documents
The Contract Documents shall consist of this RFP (Proposal Instructions and Conditions, Terms and Conditions of the Contract, Scope of Work/Specifications, Proposal Content, Form of Proposal, and all attachments), any subsequent Addenda Issued by UNI, Company's response to this RFP, and any contractual agreement that results from this RFP.

2.2 Non-appropriation of Funds
Notwithstanding other provisions of any award resulting from this RFP, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then UNI shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

2.3 Immunity from Liability
Every person who is a party to this Agreement is hereby notified and agrees that UNI, and its agents, successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

2.4 Indemnification
To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless UNI, its agents,
successors, and assigns, the Board of Regents, State of Iowa, and the State of Iowa from and against all
claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting
from the performance and compliance with the terms and obligations of the Agreement, provided that any
such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to
injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused
in whole or in part by any negligent act or omission of Company, its subcontractor, or anyone directly or
indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of
whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to
negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist
as to any party or person.

In any and all claims against UNI, its agents, successors, and assigns, the Board of Regents, State of
Iowa, and the State of Iowa by any employee of Company, and subcontractors, anyone directly or indirectly
employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation
shall not be limited in any way by any definition or boundary on the amount or type of damages,
compensation or benefits payable by or for Company or any subcontractor under workers’ compensation
acts, disability benefit acts or other employee benefit acts.

2.5 Code of Fair Practice

The Company shall not discriminate against any employee or applicant for employment because of race, creed,
color, religion, national origin, sex, sexual orientation, age, disability, veteran status, or any other basis where
protected by law, except where it relates to a bona fide occupational qualification. In the event of the
Company’s noncompliance with this clause or with any related federal or state regulations, this contract may
be canceled, terminated or suspended in whole or in part and the Company may be declared ineligible for
further contracts with the Board of Regents, State of Iowa.

2.6 Subcontractors

Company is specifically advised that any person, firm, or other party to whom it is proposed to award a
subcontract under this Agreement must be approved in advance, in writing, and be acceptable to UNI. The
Company is responsible for all acts of its subcontractors, as well as, the subcontractors’ performance of
delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers
that the Company may engage for the completion of any contractual agreement with UNI.

2.7 Insurance

Company shall obtain and maintain the minimum insurance coverages set forth below. By requiring such
minimum insurance, UNI shall not be deemed or construed to have assessed the risk that may be applicable to
the Company arising from the Company’s business operation. The Company shall assess its own risk and if it
deems appropriate, maintain higher limits and/or broader coverages. The Company is not relieved of any
liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain
insurance in sufficient amounts, duration, or types.

Minimum insurance coverages and requirements are as follows:

 **Worker's Compensation and Employer's Liability**

*Statutory Limits*

**Commercial General Liability**

$1,000,000 Each Occurrence

$2,000,000 General Aggregate
**Commercial Auto Liability** (including owned, non-owned, hired, or rented vehicles)
$1,000,000 Each Occurrence

**Umbrella Liability**
$1,000,000 Each Occurrence
$1,000,000 General Aggregate

The State of Iowa, the University of Northern Iowa, and the Board of Regents, State of Iowa, shall be named on the Commercial General Liability, Commercial Auto Liability, and Umbrella Liability policies as additional insureds. Failure to maintain insurance coverage throughout the life of any resulting contract, consistent with the provisions of this Section, shall be considered a breach of contract. As evidence of the above, the Company will submit certificates of insurance on an annual basis. The certificates shall also provide that should the policy be cancelled or materially changed, thirty (30) day written notice prior to the effective date for the change or cancellation, shall be given directly to UNI.

Company agrees to waive all rights of subrogation against UNI, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Company or other firms associated with the Agreement.

2.8 **Amendments to the Agreement**
When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.

2.9 **Laws**
Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

2.10 **Assignment**
The award of this RFP may not be assigned, transferred, sold or subcontracted by Company without the prior written consent of UNI. Should selected Company be purchased (in whole or in part) by another organization or should Company wish to assign, transfer, or subcontract the Agreement to another Company, UNI shall have the right to terminate the Agreement upon written notification, without penalty to UNI.

2.11 **Taxes**
The University is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company’s employees’ wages. The University is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.

2.12 **Access to Company Records/Audits**
The Company agrees to keep and provide full access to all records that pertain to UNI throughout the period that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer period by state or federal statute. The University reserves the right to audit such records and employ the Auditor of the State of Iowa or any other auditor the University deems appropriate to perform an audit of Company records. Should such audit disclose incorrect billings or improprieties, the University reserves the right to charge Company for the cost of the audit and pursue appropriate reimbursement.
2.13 **Termination**

2.13.1 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Company's insolvency, if Company repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely delivery or services for UNI, or if Company is otherwise guilty of a substantial violation of the Contract Documents, UNI may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to UNI.

2.13.2 In any case where Company has failed to provide equipment and services or has provided nonconforming equipment and services, UNI shall provide a Cure Notice. If after notice, Company continues to be in default, UNI may procure services from another source and terminate the Agreement, without penalty to UNI. Company may be required to pay UNI the difference if a higher cost Company is selected.

2.13.3 With the mutual agreement of both parties, the Agreement may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

2.13.4 The University may terminate the Agreement without penalty for any reason by giving a 30 calendar day notice.

2.14 **Severability of the Agreement**

In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

2.15 **Open Competition**

2.15.1 Where, in these contract documents, reference is made to materials, trade names, catalog numbers or articles of certain manufacture, it is done for the purpose of establishing a basis of comparative quality, type or style and not for the purpose of limiting competition. It shall be understood that such method of description is not intended to exclude other items, processes, similar designs, or kinds of materials, but is intended merely as a means of establishing a standard of comparison. Other manufacturing processes may be used, if, in the opinion of UNI, they are acceptable in serviceability, durability, quality, functional capabilities and design.

2.15.2 UNI reserves the right to reject any substitute article or material, and/or the associated bid which, in UNI's opinion, does not meet the standard of quality established by such a reference in the contract documents.

2.15.3 Companies offering other than the items specified shall submit, with their bid, catalog cuts, brochures, and detailed specifications covering the items on which they are bidding. **Any deviation from the contract documents contained in this bid shall be noted by the company on the Bid Compliance Form. (See Attachment A.)**
2.15.4 The company is expected to fully comply with the Contract Documents in this bid solicitation. In the event the Company's materials or equipment do not conform, and those deviations have not been stated on Attachment A, the company will be responsible for furnishing materials and equipment, which fully conform at no change in their bid price.

2.16 Guarantee-

2.17 Export Control-
Company acknowledges that a foreign national(s) may use the device/technology/and or data you propose, at the University. Company shall comply with all U.S. export controls laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Agreement. In the absence of available license exemptions/exceptions, Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Company shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Company shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to University any hardware, technical data, software or product utilizing any such data, which is subject to export controls under federal law, Company shall notify the University in writing of the nature and extent of the export control. The University shall have the right to decline any such technical data or product utilizing such data. In the event Company sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate the Agreement.

2.18 Energy Star Purchases-
Whenever possible, UNI will purchase equipment that is rated energy efficient by this joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy.

2.19 Hazardous Material-
All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code.
2.20 **Clean Air and Water Certification** –
   Company certifies by filling this order that its facility is not on the Environmental Protection Agency (EPA) List of Violating Facilities. Company will immediately notify University Procurement Services of the receipt of any communication indicating that any company’s facilities are under consideration to be listed on the EPA List of Violating Facilities.

2.21 **Federal Subcontract** –
   If this agreement constitutes a sub agreement under a prime contract with a federal agency, the terms and conditions of the prime contract shall prevail.

2.22 **Conflict of Interest** –
   Should Company be a State of Iowa official, a paid employee of the University or any other State of Iowa agency, a member of the General Assembly or a legislative employee, Company will be considered a ‘conflict of interest vendor.’ In addition, should any individual who is a paid employee of the University or State of Iowa Agency be a partner in Company’s firm or receive consulting payments, a conflict of interest exists. Whenever Company represents a conflict of interest or whenever there is a disclosure of indication of a conflict of interest, Company must have approval by the University prior to bidding on the RFP.

2.23 **Code of Conduct** –
   University of Northern Iowa is committed to socially and environmentally responsible purchasing consistent with the values in our strategic plan. The University of Northern Iowa expects high quality in the products, services and business practices of all of its business partners. This commitment enjoys broad support on campus.

2.24 **Most Favored Nation** –
   Company represents that the terms, conditions and prices established under the Contract Documents are equal to or better than those offered to other comparable colleges, universities or public institutions. If during the term of the Contract, Company offers more favorable terms, conditions or prices to another institution, comparable universities, colleges, Company agrees to notify the University. The Contract shall be amended to reflect the more favorable terms, conditions or prices.
3.1 Objective
The University foresees vended snack service as both a benefit to the University community as well as a source of revenue. The University is seeking a full service contract which includes (but is not limited to) delivery and stocking of product, equipment and maintenance of machines, collection of money, submittal of commissions, safeguards for vandalism and theft, removal of trash and cleaning of vending area. The University expects that the successful Company will provide excellent service in stocking equipment so that the selection of items is continually adjusted so more popular items are added to the machine. The University expects machines will be stocked at all times.

3.2 Term of Agreement
The term of the resulting Agreement shall be a term of five years with the option to extend for three years in 1 year increments, if agreed by both parties. The awarded Company must be fully on-board and operating at 100% on or about June 1, 2019.

3.3 Products
All items dispensed from machines shall be fresh and safe for human consumption. At no time shall dispensed items exceed the sell by date printed on the item. The Company shall offer a variety of vended products, including healthy options (fruits, vegetables, protein, less sugar).

UNI reserves the right to approve or reject all products placed for sale in the vending machines. Product mix should be managed to reflect customer demand and provide a variety of product options. The company’s full product line must be available for use in the vending machines, if requested by UNI. Any new products introduced after the start of the Agreement must also be made available as soon as they become available to the Company. UNI desires to have healthy choices as an option in vending. Please describe healthy vending options that would be available.

Beverages will not be allowed in the vending machines. The University currently has an exclusive beverage agreement with Atlantic Bottling/Coca-Cola.

3.4 Locations
This RFP is for snack vending service for the University of Northern Iowa Campus. Campus can be defined as land and buildings of the University, including but not limited to any and all current or future business offices, student facilities including residence halls, classrooms, etc. Campus is referred to as University owned, leased or operated properties including those not on or directly associated with the main campus in Cedar Falls, Iowa. Vending machines on Campus are viewed as a service to faculty, staff, students, and visitors. As such, decisions relating to vending machine locations, product offerings, and pricing are made with service in mind, and while revenue is a factor, it is not the only basis under which vending decisions will be made.

Company will be required to place machines in each of the locations identified in Exhibit 1 at minimum; locations may vary and are subject to safety guidelines as identified by State of Iowa Fire Marshal. The Company may also suggest additional machine placement locations, subject to the approval of UNI.
UNI acknowledges there are several locations on campus that may be considered “low volume” and may not be profitable to the Company. However, because UNI desires to provide vending service to campus locations with limited retail food options, vending service will be required in many locations regardless of sales volume.

After the first year of the resultant Agreement, the Company may propose, in writing, to add, remove, or change locations of up to 10% of the machines based on actual sales volume or expected future revenues or customer counts. UNI reserves the right to approve or decline the Company’s requests to relocate or remove machines based on sales volume. UNI will first attempt to identify potential locations to relocate machines from low-volume areas, and will only authorize the removal of machines from campus entirely if no alternate locations can be agreed upon. UNI reserves the right to require the Company to add, remove, or change locations of machines, as it deems necessary.

3.5 Product Delivery

The Company is permitted general access to the vending machines to be serviced, and the Company's vehicles making deliveries should not create traffic obstructions (either vehicular or pedestrian), excessive noise or other conditions which UNI may deem objectionable. Delivery vehicles shall remain on campus only for the time necessary for actual delivery of products.

Please also see Section 3.21 for parking requirements.

Company will be responsible for complying with all building access regulations, and will be responsible for requesting and paying for access cards or keys if necessary.

3.6 Equipment

- Provide specification sheets of all equipment proposed. Also, provide process for obtaining additional equipment for new locations. As ‘state of the art’ equipment capabilities evolve, the University and Company will discuss the feasibility and terms of installing equipment and programs for new technological developments on campus.

The successful Company shall supply, install and maintain, at its expense, vending machines and other equipment as necessary to carry out the terms of this RFP. All vending equipment must be new or refurbished like new, state-of-the-art and remain in that condition throughout the life of a resultant Agreement. All such equipment shall remain the property of the Company, which shall be responsible for all costs of ownership of the equipment. UNI will not be responsible for loss or damage to vending machines, their contents or to related equipment, resulting from any cause whatsoever. The Company shall have the right to replace and upgrade machines, so long as the product mix is not impacted. All equipment shall be of modern design, automatic with modular fronts, clean in appearance, uniformly painted and decorated within a given area, equipped with the latest electronic coin and bill acceptors, able to accept all $1 and $5 bills and all combinations of nickels, dimes and quarters. Where possible, the University prefers machines that will accept credit and debit cards. The card readers will be required to transmit through a cellular network. In order for the University to remain PCI compliant all credit and debit card sales must be maintained on the cellular network. Cellular network connectivity and charges are the responsibility of the Company. All vending machines shall be equipped with tamper-proof counters and electronic coin return mechanisms, and must be loaded with sufficient coin to be able to dispense change to customers at all times. All vending machines shall meet the United States Department of Health, Education and Welfare Sanitation Code for “The Vending of Foods and Beverages”. A clear front vending machine should be used when possible. Any branding, logo placement, or other designs on the facing of the machines may only be used with the prior written approval of UNI.
3.6.1 Energy-Efficient Equipment

Company is requested to propose vending machines that earn the Energy Star and meet the Energy Star specifications for energy efficiency as outlined below. The Company is encouraged to visit energystar.gov for complete product specifications and an updated list of qualifying products.

**Energy Consumption**

Current Criteria—Effective January 1, 2018

Class A – New and Rebuilt Machines: 0.0523V + 2.432
Class B – New and Rebuilt Machines: 0.0657V + 2.844

Where:

\[ V = \text{the refrigerated volume (ft}^3\text{) of the refrigerated bottled or canned beverage vending machine, as measured by the American National Standards Institute (ANSI)/Association of Home Appliance Manufacturers (AHAM) HRF–1–2004, ‘‘Energy, Performance and Capacity of Household Refrigerators, Refrigerator-Freezers and Freezers.’’ Measurement of refrigerated volume must be in accordance with the methodology specified in Section 5.2, Total Refrigerated Volume (excluding subsections 5.2.2.2 through 5.2.2.4), of ANSI/AHAM HRF–1–2004.} \]

Class A Machine: A refrigerated bottled or canned beverage vending machine that is fully cooled, and is not a combination vending machine.

Class B Machine: Any refrigerated bottled or canned beverage vending machine not considered to be Class A, and is not a combination vending machine.

Low Power Mode: In addition to meeting the 24-hour energy consumption requirements listed above, qualifying models shall come equipped with hard wired controls and/or software capable of automatically placing the machine into a low power mode during periods of extended inactivity while still connected to its power source to facilitate the saving of additional energy, where appropriate. The machine shall be capable of operating in a whole machine low power state – the lights are off and the refrigeration operates in its low power state.

In addition, the machine shall be capable of automatically returning itself back to its normal operating conditions at the conclusion of the inactivity period. The low power mode-related controls/software shall be capable of on-site adjustments by the vending operator or machine owner.

Note: EPA’s goal in including these low power mode requirements is to ensure that existing machine software capabilities are available and may be used to their fullest potential based on the individual requirements of the host site.

3.7 Maintenance and Repairs

Company is responsible for supplying and placing informational stickers, which must be attached to all Company machines. These stickers shall list repair, maintenance, and customer complaint telephone numbers, website addresses, and email addresses as appropriate. All telephone numbers to report maintenance issues and customer complaints should be local or toll-free numbers, and should be answered or monitored by individuals familiar with the machine locations on the UNI Campus. Persons reporting maintenance issues should not be expected to provide anything more than the building and machine location to obtain service.
The Company shall be responsible for keeping all vending equipment in proper operating order and at appropriate fill levels at all times. Please submit Company’s standard procedure and timeline for repair of down equipment. Provide Company’s standard maintenance schedule of all machines. UNI reserves the right to require replacement of any machines that are repeatedly malfunctioning or out of service.

3.8 Reporting
Company is responsible for establishing and maintaining product vending sales records and product audit system, by machine and slot, acceptable to UNI. Records must be kept in a clear and auditable manner, and shall be available for review upon demand. UNI reserves the right to audit any aspect of the financial records regarding vending service as performed by the Company according to generally accepted accounting and auditing practices. Company shall make books of accounts, inventories, sales receipts, supporting data and other documents available for inspection and reproduction by UNI. Commission payments shall be accompanied by an audit report substantiating the value of the payment and location of machine. Payments shall occur on a mutually agreed schedule, not less than quarterly. The audit process shall address vending machine breakdowns. Any machine removed from service or placed into service shall require an audit report. When such changes occur due to a machine breakdown, the audit report must identify the machine(s) involved in the transition. The successful Company will use generally accepted accounting principles based on the cash accountability meter readings to maintain accurate and complete financial records as necessary for the proper operation of the resultant agreement. The Company will maintain an audit trail to backup all financial and operational reports given to UNI for a minimum of seven (7) years. The successful Company shall provide on a quarterly basis, a complete and updated listing of all vending machines by type and location.

3.9 Sustainability
UNI is dedicated to acquiring products and services that meet Sustainability requirements. Company agrees to indicate any business practices or technology that meets the Sustainability definition below. For the purpose of judging “Sustainability” the following description applies:

“A process of current or developing business practices and technologies that restore and enhance the environment by supplying products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service.”

Packaging shall be in accordance with the best commercial practices to be sustainable, yet ensure sanitation, prevention of damage to products and optimal shelf life. The University is interested in biodegradable packaging.

Company shall identify its commitment to the support of this important University function as well as its corporate commitments to waste reduction, reuse efforts and recycling programs.

3.10 Pricing - UNI must be informed of all prices and items for sale in the vending machines. Prices should remain firm for the first one (1) year of the contract. Price changes shall only occur if there is increased cost to the Company. UNI will not approve of price increases that will merely increase the gross profitability of the Company at the expense of UNI Campus. Company should make every effort to maintain vending pricing consistent with the pricing of comparable items in the convenience stores and other campus retail outlets. Pricing should be consistent for all vending machines throughout campus – it is not acceptable for some areas of campus to be higher or lower priced than other areas.
3.11 Utilities- Utilities for operation of vending machines shall be provided by UNI. Any special needs associated with utility requirements must be provided by Company to UNI, which shall have the right to reject use of such machines at its discretion. Cellular network connectivity and charges for card-based technology on vending machines is the responsibility of the Company.

3.12 Break-ins / Vandalism- UNI assumes no responsibility for damages that may occur as a result of break-ins and vandalism to Company-owned vending machines, vehicles and property. If such events occur, Company must notify UNI Department of Public Safety.

3.13 Area Cleanliness- Company shall be responsible for cleaning all machines, both externally (front, tops, behind, underneath) and internally, on a regular basis. In addition, Company is responsible for regular cleaning of any areas surrounding the machines that may have been dirtied by the operation of the machine or by spills of the products vended from the machines. The University will be responsible for pest control around the areas of the machines. Company shall be responsible for clean-up of all waste and spills associated with vending services and all collateral wastes associated with products sold. Company shall be expected to dispose of all packaging materials at its own site off-campus.

3.14 Refunds - The Company will be expected to provide an acceptable method of issuing refunds for vending machine failures. Notice of refund procedure must be prominently displayed on each vending machine. Please describe Company’s proposed refund process for the University.

3.15 Safety and Governmental Codes - All vending machine placements, operations, and Company actions and activities must comply with all applicable safety and governmental codes, including but not limited to Fire Codes. Company is responsible for all fees associated with vending machines assessed by any and all governmental agencies.

3.16 Machine Service and Cash Collection Frequency- All machines should be serviced on a regular basis, at a frequency sufficient to guarantee that the machines are not in an “Out of Stock” situation, with “Out of Stock” defined as 20% or more of all vendible columns not having sufficient product or out of service. At a minimum, all machines must be serviced and re-stocked not less than once monthly. Cash must be collected from every machine not less than monthly and sales reported to UNI not less than quarterly.

3.17 Card-Based Transaction Technology- UNI expects Company to equip a number of vending machines in strategic locations with card readers for people to make purchases from the vending machines using their credit cards.

For machines with card-based transactions, the card readers will be required to transmit through a cellular network. All credit and debit card sales must be maintained on the cellular network. Cellular network connectivity and charges are the responsibility of the Company.

University requires that Company shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Company will be required to provide written confirmation of compliance if requested. Company acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Company should be prepared to demonstrate the compliance of any third party it has subcontracted as part of the service offering.
3.18 Service Requirements
University requires the Company to provide a staff of experienced and qualified employees to work the University’s account. All Company’s service personnel must be easily identifiable by either nametag and/or company uniform with the Company logo.

University may, at any time, notify the Company that it will no longer accept services performed by any one or more of the Company’s employees. The University shall have no obligation to disclose to the Company the reasons for any such notice. In the event of such notification, Company shall promptly remove such employee or employees from the University’s premises and take immediate steps to ensure that its performance under this Agreement is not reduced.

Company agrees that Company’s employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the premises, which the University imposes upon the University’s employees and agents, including, but not limited to, all applicable University and Board of Regents Policies and Procedures.

The Company shall have one or more account representatives specifically assigned to the UNI account. The representative shall have experience in food service sales and have a proven track record with the Company, so they will be better able to understand the needs of a college/university account. The representative should exhibit commitment to customer service, follow-through, responsiveness and attention to detail. Company must have a representative available who can be reached for emergency needs. This person must be available by phone, cell phone, pager or other means so they can be easily contacted.

3.19 Accessibility
In connection with the furnishing of equipment, supplies, and/or services under the awarded contract, the Company and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

3.20 Required Permits
Company shall obtain, at its own expense, any permits, or licenses required by any federal, state, municipal or county ordinance of regulation and shall pay, at its sole expense, all taxes lawfully assessed in connection with the operation of proposed service.

3.21 Parking
Company is responsible for obtaining proper parking permits while working on University property. UNI will not pay for parking. Parking information can be found at: https://publicsafety.uni.edu/.

3.22 Safety
Company must make every effort to ensure safety. This includes having a trusted, professional and experienced team to complete projects as they occur throughout the life of the contract. Company shall follow industry standards and laws for health and safety and take all necessary precautions. For equipment, Company is responsible for ensuring all operators are fully certified and/or licensed and are compliant with all City, County & State laws and regulations. Company agrees to comply with all applicable federal, state and local laws and regulations and to obtain and maintain any and all current permits and licenses necessary to provide items awarded as a result of this RFP.
3.23 Recall Procedure - Company must have an established system in place to quickly communicate any product recalls if they occur. This information must be communicated within 24 hours. Please submit Company’s procedure with RFP response.

3.24 HACCP Compliance
Company shall comply with all regulations, laws and local ordinances regarding food safety and local food laws. The Company must have HACCP related operating processes in place that include: Sanitation program for facilities and delivery vehicles; Pest control Program; Product recall & Hold Program; Employee training; Temperature monitoring; Refrigerated code date monitoring; Receiving procedures; Chemical control programs; Storage of products; Distribution of Products; Notification system for allergens.

The Company shall maintain a high quality program for warehousing and distribution to assure that first-in, first-out principles are used, product shelf life is monitored, and products are free of damage and contamination. The University may request to tours of this area to ensure compliance.

3.25 Commissions
The Company will pay a specified percentage of all items sold as commission to the University. Commissions shall be based on gross receipts. The term ‘gross receipts’ is defined as the total amount received for each item before deducting all cost of sales, licenses, taxes of every kind, delivery and all overhead expense. In the event that receipts are stolen or otherwise missing, the Company shall pay a commission on these receipts as if they had been collected by the Company. All commission checks shall be delivered by mail to Procurement Services, 103 Gilchrist Hall, Cedar Falls, IA 50614-0008. All commission checks shall be generated and delivered by the 15th of the month following month end or quarterly.
RFP #Q9382
Section IV
Proposal Content

It is important that responses contain enough information to permit UNI’s evaluation team to fully understand the Company’s capabilities. UNI is requesting responses to this RFP that, at a minimum, include the following:

4.1 Form of Proposal
Form of Proposal completed and signed by Company’s representative.

4.2 References
Company must provide a minimum of three (3) references. References should represent major accounts that use services comparable to those sought by the University as outlined in this RFP. Company references should include business or institution’s name and address, as well as a contact name with a telephone number and email address. Attach as Supplement 1.

4.3 Company Information
The Company should provide a one-page company profile listing history, employee make-up, state of proprietorship, partnership, or incorporation. Include a complete listing of colleges and universities for which Company has provided successful services for in the past five years. Provide detailed information regarding branch location from which UNI's account would be serviced, including any plans for future expansion or reduction of warehouse space. Also, include any other pertinent information that can be used to evaluate Company. Attach as Supplement 2.

4.4 Point by Point Response
Provide a point-by-point response to all items in Section III. Include these answers as Supplement 3 of your bid response.

4.5 Sustainability
Company should provide information on how it will support sustainability at the University, as well as its corporate commitments to waste reduction, reuse efforts and recycling programs. Attach as Supplement 4.

4.6 Product and Commission Worksheet
Company must complete the provided excel worksheet. Attach as Supplement 5.

4.7 Additional Services & Initiatives
Describe in detail any additional value-added services provided by Company; or new initiatives that were not mentioned in the RFP, but may be available to the University currently or in the future. Attach as Supplement 6.

4.8 Reports
Provide examples of reports stated in Section 3. Attach as Supplement 7.
5.1 The undersigned Company, in response to Request for Proposal Number Q9382 having examined the Proposal Requirements, this Form of Proposal, and all of the Contract Documents, hereby proposes to provide services in accordance with the proposed Contract Documents.

5.2 Company acknowledges receipt of the following Addenda, which are a part of the Contract Documents:

___   ___   ___   ___

5.3 Proprietary Information Please list all information or sections that you consider proprietary. Note that pricing and financial arrangements cannot be considered as proprietary information. The sections of this Proposal listed below represent trade secrets or proprietary information.

<table>
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5.4 Company understands that University of Northern Iowa reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.

Yes _____
No _____

5.5 Company has provided all parties involved with a copy of the RFP.

Yes _____
No _____

5.6 Company has read, understands, and agrees to all Proposal Instructions and Conditions contained in Section I & II of this RFP.

Yes _____
No _____

NOTE: If No, please list exceptions on Attachment A.

5.7 The University is interested in doing business with Suppliers electronically. We currently have the ability to deposit payments for invoices directly into a Supplier’s bank account. Please indicate if you accept electronic payments and what method: _______________________. Please indicate the percentage discount for the University for processing your payments electronically _______________________. In the event of bid award, the University will not be responsible for payment of any credit card processing fees associated with the payment of invoices via a credit card.
5.8 Company hereby certifies by signing below: that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, company, or corporation; (b) that Company has not directly or indirectly induced or solicited any other Company to put in a false or sham proposal; (c) that Company has not solicited or induced any person, company, or corporation to refrain from bidding; and (d) that Company has not sought by collusion or kickback to obtain any advantage over any other Company or over UNI.

5.9 The Company has not altered or modified the original content of the Request for Proposal document or any associated documents, including the Cost Worksheet.

5.10 The company is not currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of Northern Iowa of any change in this status, should one occur, until such time as an award has been made under this procurement.

5.11 Company Information

Business Name: __________________________________________

Federal I.D. Number: ______________________________________

Official Address: __________________________________________

____________________________________________
____________________________________________

Address of service location for UNI:

__________________________________________
____________________________________________
____________________________________________

Company's State or Foreign Country of Residence ____________________

Company Telephone Number _________________________________

Fax Number _______________________________________________

Company Contact ___________________________________________

Telephone Number for this Contact _____________________________

E-Mail for this Contact _______________________________________
Authorized Signature ______________________________________

Typewritten or Printed Signature ______________________________ Date ________
ATTACHMENT A
EXCEPTIONS/BID COMPLIANCE FORM
#Q9382

NOTE: If you do not comply or partially comply with terms or conditions of this RFP, indicate those sections and the counter term or condition below. Failure to include a term or condition or this form indicates that you are in complete compliance with those terms or conditions as stated in the RFP. Additional copies may be made as necessary.

<table>
<thead>
<tr>
<th>RFP Item Number</th>
<th>Comply Yes /No</th>
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Signature: _____________________________________________

Name: ________________________________________________

Date: ________________________________________________
Please note: Proposal may be considered incomplete unless the following are included with offer. Indicate compliance by placing a checkmark in the space provided: All documents should be included in the order provided below. This form should be returned with the proposal as the last page.

Compliance

[ ] Form of Proposal completed and signed by Company’s authorized official
[ ] Attachment A (Exceptions)
[ ] Supplement 1 (References)
[ ] Supplement 2 (Company Information)
[ ] Supplement 3 (Point by Point Response)
[ ] Supplement 4 (Sustainability)
[ ] Supplement 5 (Product and Commission worksheet)
[ ] Supplement 6 (Additional Services)
[ ] Supplement 7 (Reports)

Proposals must be received by Thursday, February 21, 2019 3:00pm CST
EXHIBIT 1
VENDING MACHINES
List of current machines on campus - this list is an estimate and not a guarantee
Campus map for reference: [https://campusmap.uni.edu/](https://campusmap.uni.edu/)

<table>
<thead>
<tr>
<th>Building</th>
<th>Location</th>
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</thead>
<tbody>
<tr>
<td>Bender Hall</td>
<td>2nd floor</td>
</tr>
<tr>
<td>Business and Community Services</td>
<td>Upper Level</td>
</tr>
<tr>
<td>Campbell Hall</td>
<td>Main Level</td>
</tr>
<tr>
<td>Communication Arts Center</td>
<td>Lobby</td>
</tr>
<tr>
<td>Curris Business Building</td>
<td>Lower Level</td>
</tr>
<tr>
<td>Dancer Hall</td>
<td>Main Level</td>
</tr>
<tr>
<td>Gallagher-Bluedorn Performing Arts Center</td>
<td>Main Level</td>
</tr>
<tr>
<td>Gilchrist Hall</td>
<td>Main Level</td>
</tr>
<tr>
<td>Hagemann Hall</td>
<td>Main Level</td>
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<tr>
<td>Innovative Teaching and Technology Center</td>
<td>Lower Level</td>
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<tr>
<td>Industrial Technology Center</td>
<td>Main Level</td>
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<tr>
<td>Jennings Court Apartments Laundry Facility</td>
<td>Main Level</td>
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<tr>
<td>Lawther Hall</td>
<td>Main Level</td>
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<tr>
<td>Noehren Hall</td>
<td>Main Level</td>
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<tr>
<td>Panther Village I</td>
<td>1st Floor</td>
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<tr>
<td>Panther Village II</td>
<td>Center Commons</td>
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<tr>
<td>Multimodal Transportation Center</td>
<td>Main Level</td>
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<td>Physical Plant</td>
<td>Main Level</td>
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<tr>
<td>Power Plant</td>
<td>Main Level</td>
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<td>Building</td>
<td>Level</td>
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<tr>
<td>Rider Hall</td>
<td>Main Level</td>
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<tr>
<td>Rod Library</td>
<td>Lower Level</td>
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<tr>
<td>ROTH Complex</td>
<td>Main Level</td>
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<tr>
<td>Russell Hall</td>
<td>Lower Level</td>
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<tr>
<td>Sabin Hall</td>
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<tr>
<td>Shull Hall</td>
<td>Main Level</td>
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<td>Strayer-Wood Theatre</td>
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<tr>
<td>UNI-Dome</td>
<td>Northwest</td>
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<td>UNI-Dome</td>
<td>Northeast</td>
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<td>Wellness/Recreation Center</td>
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<td>Wright Hall</td>
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<tr>
<td>UNI-CUE</td>
<td>Lower Level</td>
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