

NOTICE TO BIDDERS

Notice

Wayne State College (College) will receive responses to a Request for Proposal (RFP) in the form of sealed bids for Exclusive Beverage and Snack Vending Operations at Wayne State College. Bids will be received at the Office of the Vice President for Administration and Finance, Wayne State College, 1111 Main Street, Wayne, Nebraska 68787, until 4:00 p.m. CST on Tuesday, January 2, 2024, at which time and place the bids will be publicly opened. Sealed envelopes containing the bid proposals shall be marked in the lower left corner as follows.

Wayne State College
Exclusive Beverage and Snack Vending Operations Proposal
Due January 2, 2024, 4:00p.m.

Basis of Bid Proposals

Bid proposals are to be based upon specifications contained in the Request for Proposals for Exclusive Beverage and Snack Vending Operations, including all sections. No telephone or fax proposals will be considered. No bidder may withdraw a bid for a period of one hundred fifteen (115) days after the date of bid opening.

It is the responsibility of the prospective bidder submitting a proposal to become fully acquainted with the conditions to be found at the College. These conditions include, but are not limited to, legal and tax requirements and the costs involved in beverage and snack vending operations at the College and in the State of Nebraska.

Bid Proposal Format

Bid proposals shall contain the information required and shall conform to the format outlined in the Request for Proposal.

Contractor Selection

The Bidders will be screened and a Contractor selected on the basis of any and all information that the College deems pertinent to the beverage and vending program. The College reserves the right to reject any or all proposals, to accept other than the low bid, to negotiate with one or more bidders on the basis of their initial proposal, and to waive informalities or technicalities in the bidding and evaluation process.

Notice of Acceptance

All bidders submitting proposals will be promptly notified as to the successful bidder after the Board of Trustees of Nebraska State Colleges has approved the awarding of a contract.

Term of Contract

The term of the contract will be for a period of five years, from July 1, 2024, through June 30, 2029. Either party may terminate the contract by giving ninety (90) days written notice of its intent to terminate; however, if the Contractor renders service pursuant to the contract during the spring term, or any part thereof, of the regular academic year, the Contractor shall continue to perform the terms of

the contract through June 30, and any notice of cancellation shall not be effective until June 30 of that year, unless the College agrees otherwise.

Contract and Contract Documents

The College and the successful bidder shall enter into a written contract, the terms of which shall include the specifications for beverage and vending operations.

Public Information

Any proprietary information should be so marked in the RFP response. Generally, RFP responses are considered public information and can only be kept confidential to the extent allowed by Nebraska state law. For all information submitted and marked as proprietary, the bidder must submit a detailed written explanation as to how release of the proprietary information would give a business advantage to business competitor(s) and explain how the business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. Furthermore, Contracts executed as a result of this RFP are subject to statutory public disclosure and public website posting requirements.

SELECTION PROCESS AND CRITICAL DATES

The following summary outlines the steps to be followed in the process of selecting a beverage and vending contractor and the critical dates established for each step.

- Request for Proposal Issued.....November 27, 2023
 - Specifications, including the calendar of events, bidder's qualification requirements, and other information, are issued to prospective bidders.
- Vendor questions due to College.....December 13, 2023
 - Sent to Jeremy Rasmussen, Comptroller at jerasmu1@wsc.edu
- College responses to Vendor Questions Posted.....December 20, 2023
 - Responses will be posted on the following website: <https://www.wsc.edu/bids>
- Proposal Due DateJanuary 2, 2024
 - Proposals submitted in response to this Request for Proposal must be received by 4:00 p.m. on Tuesday, January 2, 2024, in the Office of the Vice President for Administration and Finance.
- Evaluation of Proposals January 3, 2024 to February 5, 2024
 - The review and evaluation committee and appropriate campus officials will evaluate all responsive proposals in accordance with the review and evaluation procedures outlined in the Request for Proposals. During this period, the committee may request that selected prospective contractors make campus- based presentations on their proposals and may visit other accounts currently served by selected bidders.
- Recommendation for Award of Contract to Board of TrusteesApril 18, 2024
 - The Board of Trustees will consider approving the recommendation of the Wayne State College President for award of contract for beverage and vending operations for the campus. Subsequent to action by the Board of Trustees, all bidders who submitted proposals will be notified of the action of the Board of Trustees.

INSTRUCTIONS TO BIDDERS

Proposal Submission

A complete proposal shall consist of an original proposal, one (1) electronic copy, and five (5) proposal copies for use during the evaluation process. Bidders shall enclose their proposals in sealed envelopes or packages marked in the lower left corner as follows:

Wayne State College
Exclusive Beverage and Snack Vending Operations Proposal
Due January 2, 2024, 4:00 p.m.

Proposals shall be delivered by the established date and time to the following location:

Vice President for Administration and Finance
Wayne State College
Hahn Administration Building, Room 201
1111 Main Street
Wayne, Nebraska 68787

Proposal Review and Evaluation Committee

Proposals submitted in response to this RFP shall be reviewed and evaluated by a committee of faculty, staff and students convened for that purpose. The committee shall prepare observations and comments to the Vice President for Administration and Finance and the Vice President for Student Affairs, who shall together prepare a recommendation to the President as to award of contract. The President will submit the final recommendation for award of contract to the Board of Trustees, which must approve such award prior to the execution of a contract.

The review and evaluation committee shall be included in any on-campus presentations which bidders may be invited to make and may participate in visits to other accounts of selected bidders. Included on the committee will be the following (subject to change):

Comptroller
Vice President for Student Affairs
Vice President for Administration and Finance
Chief Information Officer
Director of Student Activities
Director of Admissions
Associate Director for Housing Operations
Two student representatives
Two faculty members
Director of Alumni Relations (Wayne State Foundation)
Administrative Assistant to the President
Athletic Director
IT Analyst

Campus Interviews

Selected bidders may be invited at the College's option to make presentations on campus for the purpose of clarifying proposals and of meeting potential management candidates, district managers, corporate support personnel and other contractor personnel with a potential role in the administration of the College's beverage and vending program.

Site Visits

Representatives of the College administration, or of the review and evaluation committee, may visit accounts currently served by selected bidders. Such visits are at the option of the College, and the cost of making such visits will be borne solely by the College.

Proposal Evaluation Methodology

The committee will score proposals based on the following criteria:

Bidder qualifications	30%
Overall economic value of the proposal	70%

BACKGROUND AND GENERAL INFORMATION

Definitions

Definitions used in these requirements and any resultant contract documents shall have the respective meaning as herein given.

- Bidder - a party submitting a proposal based on these specifications.
- Contractor - the party which submits the successful proposal and which subsequently enters into a contract with the College.
- College - the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College, or any person authorized herein to represent the College, including any other governmental department, agency, commission or other subdivision thereof as may succeed to the rights, duties and powers now imposed thereupon or exercised thereby.
- Federal - all agencies, departments, or other subdivisions of the Government of the United States of America.
- State - the State of Nebraska, including all agencies, or other subdivisions thereof.
- Accounting Period - the reporting and payment dates for both Contractor and College as defined by the contract document.
- Regular Academic Year - that period of time beginning with the opening of the fall semester and ending with the close of the spring semester as established by the College's approved academic calendar.
- Vending - food and beverage service provided through machines located throughout the College's campus which are intended to dispense beverages, and other items on an unattended basis.

College/Contractor Relations

The College believes a quality beverage and snack vending program is most likely to be achieved when there is good communication between various College entities and the beverage and vending

contractor. To assure effective communication, the College will identify a liaison officer to serve as the primary representative to the Contractor and will identify those other College officials with specific responsibilities to the program.

Existing Program

The College currently distributes beverages through the following operations

- Campus Dining Service - main cafeteria and food court in Student Center, coffee shop/retail in Library
- Catering through dining service - campus wide
- Concessions - campus wide
- Vending - campus wide

A listing of applicable statistics is provided in Attachments A through C.

GENERAL CONDITIONS

Codes, Laws, and Ordinances

The Contractor is to perform its work in accordance with the respective codes involved or applicable in the location of the College. All operations must conform to all Federal, State and City regulations, laws, and ordinances.

Non-Discrimination

The College declares and affirms a policy of equal educational and employment opportunities, and non-discrimination in providing its services to the public. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to §§48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision into any subcontracts for services allowed under this contract.

Americans with Disabilities Act (ADA)

In connection with the furnishing of goods and services under the contract, the Contractor and any subcontractors of the Contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA). The Contractor agrees to provide special assistance services as may be required by law or as may be determined to be beneficial to students, faculty, staff, guests, or other customers with disabilities who wish to access the products and services provided under this contract.

Drug-Free Workplace

The Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

E-Verify/Immigration Language

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Or the Contractor is an individual, LLC, or sole proprietorship. The Contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>. If the Contractor indicates on such

attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. The attestation form and USCIS documents (if applicable) must be attached to the contract.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

Permits and Fees

The Contractor shall bear responsibility to obtain and pay for any and all permits, fees, licenses and inspections required by state and local authorities which pertain to this contract.

Insurance

The Contractor shall procure, at its own expense, and maintain for the duration of the contract, including any renewals as may be approved, the following insurance coverages under the terms and conditions indicated.

Type	Minimum limits
Workers compensation	Statutory limits
Employer's liability	\$1,000,000 per occurrence
Commercial General Liability, including product liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Automobile Liability including hired and non-owned vehicles, bodily injury, and property damage coverage	\$1,000,000 combined single limit
Excess Liability Coverage	\$6,000,000 aggregate

Upon notification of award and prior to issuance of a contract, the Contractor shall provide the College a Certificate of Insurance with the required kinds and limits of coverage issued by an insurance company or companies licensed to do business in the State of Nebraska and signed by an authorized agent.

The Contractor shall add the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College, and its officers, agents, and employees as an additional insured under the commercial general liability policies for purposes of this contract.

Insurance certificates shall be for the initial contract period and shall be extended by the Contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring company to automatically renew all policies and coverages in force at the start of and resulting from this contract until specified coverage requirements are revised.

Policies shall contain a covenant requiring thirty (30) days written notice by the insurer to the College before cancellation, reduction, or other modifications of coverage. Such written notice shall be sent to the Vice President for Administration and Finance, Wayne State College, 1111 Main Street, Wayne, Nebraska 68787.

In the event of non-renewal, cancellation or expiration of coverages, the Contractor shall provide the College evidence of the new source or sources of required insurance within fourteen (14) calendar days after the College's receipt of the thirty (30) day notice.

In the event the Contractor fails to maintain and keep in force the insurance herein required, the College shall have the right to cancel and terminate the contract without notice.

All insurance policies and certificates shall contain a waiver of subrogation provision. Each party hereby releases the other from any claim for recovery for any loss or damage to any of its properties which is insured under valid and collectable insurance policies to the extent of any recovery collectable under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

Commercial General Liability includes but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers. The Contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products, or money resulting from any cause including that of sub-contractors and shall not penalize the College for any losses incurred related to this contract.

Excess Liability Coverage is coverage above and beyond the amount specified for the general liability, automobile liability, worker's compensation and employer's liability coverages indicated.

The Contractor shall bear the full cost of these required insurance coverages.

Indemnification

To the extent authorized by law, the Contractor shall indemnify, defend and hold harmless the Board of Trustees of the Nebraska State Colleges, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (herein collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, including omissions by the Contractor, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the Contractor, its agents, employees, subcontractors or contractors.

Term of Contract and Renewal

The term of the contract will be for a period of five years, from July 1, 2024 through June 30, 2029.

The College is required by policy of the Board of Trustees of Nebraska State Colleges to re-bid beverage and vending contracts at least every five years. Unless there is a change in this policy or unless the Board grants an exception to it, all parties understand that no renewal may be executed which would extend the total term of the contract beyond June 30, 2029.

Termination

Either party may terminate the contract by giving ninety (90) days written notice of its intent to terminate; however, if the Contractor renders service pursuant to the contract during the spring term, or any part thereof, of the regular academic year, the Contractor shall continue to perform the terms of the contract through June 30, and any notice of cancellation shall not be effective until June 30 of that year, unless the College agrees otherwise.

Modification of Agreement

The contract shall not be varied in its terms by any oral agreement or representation, or otherwise, other than by an instrument in writing of subsequent date hereto executed by both parties (College and Contractor) or other persons duly authorized.

Annual Review

The rates specified in the contract will be subject to review annually, and the Contractor may negotiate with the College new contract rates which will become effective at the beginning of any subsequent contract year or renewal period. Specific conditions for adjustment of rates are outlined in later sections of this RFP.

Staff and Committee Meetings

The Contractor's unit director shall meet upon request with College administrative staff to discuss products, policies, trends, student comments, news of the beverage or vending service industry or contract issues. The Contractor's staff shall meet with student groups and organizations upon request to discuss the beverage and vending program. Such meetings, if requested, shall occur as often as deemed necessary and appropriate by the College, the students, or the Contractor.

Liaison Officer

The official liaison between the Contractor and the College shall be the Comptroller.

Liability and Indemnity

It is expressly understood and agreed that the Contractor is an independent contractor engaged in transacting its own business on its own account in the facilities furnished to the Contractor. Contractor does hereby expressly agree to pay for the cost of all merchandise, services and other expenses in connection with the operation of its business and to indemnify and hold harmless the College from and against any and all claims and demands whatsoever of any kind or nature that may be brought against the College by reason of any matter arising out of, acting or concerning the beverage and vending operations of the Contractor and not occasioned through the fault of the College.

The Contractor hereby expressly relieves the College from all responsibility for any destruction, damage to, loss, or theft of its equipment, supplies, beverages, food, or any other material in the facilities

belonging to the Contractor and for injury to any of its members or employees, howsoever occurring, and covenants that it will indemnify and save harmless the College from any and all manner of actions, liabilities and claims of others on account of any and all other actions, liabilities and claims arising out of or incidental to the use of the facilities or the exercise by the Contractor of any of the rights acquired by it under the terms of this Contract.

Severability of Invalid Provisions

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the College or the Contractor in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

Waiver

It is expressly understood and mutually agreed that no waiver granted on account of any violation of any covenant, term or condition of the Contract shall constitute or be construed in any manner as a waiver of the covenant, term or condition or the right to enforce the same as to any other or future violation. Acceptance by the College of rentals, commission fees, charges, or other payments in whole or in part for any periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall not be deemed a waiver of any right on the part of the College to terminate the Contract for any like or other succeeding break or default.

Assignment and Subletting

The Contractor shall not at any time sell, convey, transfer, mortgage, pledge or assign this Contract, either in whole or in part, nor any of its right, title, interest, or privilege hereunder, nor sublease or sublet any of the facilities or any part thereof without the prior written consent of the College.

Paramount Agreement

The resulting contract supersedes any and all other previous agreements entered into by the parties hereto prior to the execution of the Contract covering the subject matter hereof.

Successors and Assigns

Each and all of the expressions, phrases, terms, conditions, provisions, stipulations, promises, covenants, agreements, requirements, and obligations of the Contract shall, wherever applicable, extend to and bind and insure to the benefit of the College and Contractor and the legal representatives, successors and assigns of either and both of them.

Damage or Destruction

If the facilities or premises or any part thereof are structurally damaged by fire, explosion, the elements, the public enemy, or other cause but not rendered un-tenantable, the same shall be repaired with due diligence by the College at its own cost and expense. If such structural damage shall be so extensive as to render the facilities un-tenantable but capable of being repaired within thirty (30) days, the same may be repaired at the option of the College at its own cost and expense. If such repairs are needed, the Contractor and the College will mutually decide, in an equitable manner, the status of this beverage and vending contract at the College.

If the facilities or premises or any part thereof are completely destroyed by fire, explosion, the elements, the public enemy, or other cause or are so damaged that they will remain un-tenantable for more than thirty (30) days, the College shall be under no obligation to repair and reconstruct the facilities or premises or any part thereof. In the event of such loss, the Contractor and the College shall mutually decide, in an equitable manner, the status of this beverage and vending contract at the College.

Safety and Health Standards

The Contractor shall comply with all O.S.H.A. standards applicable to the beverage and vending operations at the College and shall notify the College immediately upon any inspection as may be made in this regard by any agent of any governmental unit or subdivision.

The Contractor must notify the College immediately following any injury to an employee, student or guest related the use of beverage or vending operations.

The Contractor shall immediately report fires, unsafe conditions, and security hazards to the College.

Sanitation Standard

Sanitation standards commensurate with City or State certifications shall be maintained at all times. Failure to maintain required standards shall constitute a default on the part of the Contractor and shall, at the option of the College, render this Contract terminated after ten days' notice is extended.

Inspections

The College reserves the right to have the Comptroller, Vice President for Administration and Finance and/or the Vice President for Student Affairs periodically conduct, announced or unannounced, inspections, evaluations, and request changes in the operation and condition of beverage and vending operations at any time with respect to quality, quantity and production of all beverage and food items, safety, sanitation and maintenance of the equipment to bring them to levels satisfactory to the College.

The Contractor's employees shall be neat and tidy in appearance and shall follow general beverage and vending industry established hygiene practices in the handling of food.

College Regulations

The Contractor and its employees, agents and subcontractors shall abide by all College rules and regulations.

Recycling and Energy Conservation

Contractor shall make a commitment to recycling that, at a minimum, matches and evolves with the College's recycling program, and actively participate in initiatives created by the College.

Contractor shall incorporate biodegradable and recyclable products and containers into its daily dining operation to the extent feasible.

Security and Keys

The College shall provide general security to the campus locations occupied by the Contractor. It is agreed that the campus locations accessible to the Contractor are for use solely to fulfill the Contractor's duties and that the Contractor shall keep College facilities secured at all times.

Wayne State College Exclusive Beverage and Vending RFP

The Contractor shall be responsible for any theft or loss of College property that occurs as a result of the Contractor's failure to provide adequate security under these circumstances.

The Contractor shall be responsible for any keys or key cards or locking devices provided to the Contractor at the onset of the contract.

The Contractor shall be responsible for the cost of replacement of lost keys, and if the College determines that keys lost by the Contractor could compromise campus security, the Contractor shall be responsible for all costs associated with re-keying or re-securing designated locations.

The Contractor shall be responsible for immediately reporting to the College, via Campus Security and to the Comptroller, any known facts related to losses incurred as a result of break-ins to the premises or the rest of the facilities.

The Contractor shall be responsible for reporting to the College, via Human Resources and to the Comptroller any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons which occur in or around the beverage or vending operations.

Information Technology Requirements

The College supports all campus technology through the Network and Technology Services (NATS) office. The Contractor shall work closely and collaboratively with NATS in using technology to process and enhance vending service transactions in a secure manner.

Hardware

All systems, servers, card readers and other equipment will be owned and maintained by the Contractor.

Data security

The Contractor shall be responsible for industry standards compliance such as PCI on all vending connected systems, including cash basis Point of Sale, regardless of license or equipment ownership. The Contractor shall use industry standards certified credit card processing technology such as P2PE for all locations and systems which handle credit card data.

At no time will PCI data be transferred or stored in or on College owned equipment or infrastructure.

In any case, the Contractor shall be responsible for any and all PCI compliance audits, SAQs, and compliance activities and costs.

Data interfaces and reporting

Data imports and exports, including reports, must be able to run in an automated and unattended fashion based on a specified frequency. The system must be capable of sending reports via e-mail and/or save to a remote file system over SFTP, SAMBA, etc. The system must be capable of providing data in raw formats such as CSV or direct SQL access as well as human readable summary reports in rendered formats such as PDF. In the case of direct SQL access, the Contractor will supply the College with a read-only account for reporting use. The College reserves the right to capture and analyze usage data from the Contractor's software system. Contractor will work with NATS staff to develop reports if necessary.

Personnel, Employment Practices and Staffing

The Contractor shall at all times maintain an adequate staff of employees for efficient and quality operation. The College shall have the right to review staffing patterns and job schedules and may request that the Contractor increase staff based on the needs of the operation.

Personnel relations of employees on the Contractor's payroll shall be the Contractor's sole responsibility. The College shall in no way be financially, legally, or otherwise liable.

The Contractor shall be in full compliance with all applicable federal and state statutes and regulations relating to the employment and payment of personnel, including but not limited to the Fair Employment Practices Act, the Equal Opportunity Employment Act, Minimum Wage Law, and the Fair Labor Standards Act. The Contractor is required to use a federal immigration verification system to determine the work eligibility of new employees physically performing services within the State of Nebraska and complete the "United State Citizenship Attestation" form.

The Contractor shall assume all responsibility and liability for any act done by any employee or person acting within the scope of his/her authority under the Contractor's supervision and shall indemnify the College against any claims or actions for damages arising in the conduct of the Contractor's business.

The Contractor shall require all employees to secure, as a condition of employment, the proper medical certification as may be required by State laws and regulations before working in beverage and vending operations.

The Contractor shall appoint staff who possess the necessary skills and experience in the institutional management of beverage and vending operations and in general administration. The staff must realize the importance of public relations between the Contractor and the students, faculty, staff, guests, and other customers who use the beverage and vending operations.

The Contractor shall require as a condition of employment that all employees respect and adhere to all College rules and regulations. Failure to comply with such rules and regulations shall be grounds for dismissal.

The Contractor's regular service personnel shall be dressed in uniform while on duty.

EXCLUSIVE BEVERAGE POURING RIGHTS

Wayne State College will consider proposals for campus-wide exclusive beverage pouring rights. "Exclusive contractor" shall be defined to mean that in every instance where beverages are sold or served at events, activities, or in facilities under the exclusive control of Wayne State College, those beverages shall only be the products of the contracted beverage partner. The contract shall in no way inhibit or restrict the College's contracted food service provider from using any beverage, i.e., fruit juices, waters, milk, etc., in the production of prepared food. This definition does not include events sponsored by the College off-campus. This exclusive pouring rights agreement shall include vending.

Partnership Considerations and Requirements

Wayne State College anticipates a contractor partnership that provides unique and exclusive right for the selected bidder to sell and promote the sale of beverages throughout the campus, facilities, and food operations. Beverages may include carbonated and non-carbonated artificially flavored drinks,

packaged waters, fruit and/or vegetable bases in the form of syrups, whether powder, crystals, concentrates, or otherwise, from which such drinks and beverages can be prepared. Any resulting agreement will include the right to sell and promote isotonic drinks. The expectations, rights, and responsibilities of each party to the exclusive beverage pouring rights agreement should be identified at the outset and reviewed throughout the duration of the contractor partnership to ensure a positive, productive, and lasting relationship.

The contractor partnership will support existing and future College distribution. It is the College's intent to purchase beverages from one supplier and, subject to the terms and conditions of contractual relationships and other applicable legal doctrine, require other contract food service providers doing business on campus to purchase from this supplier.

All rights are expressly conditioned upon the Contractor's performance of obligations and commitments as identified in any resulting exclusive beverage pouring rights agreement.

Beverage Product Selection

At College's option, all future beverages packaged, manufactured, or distributed by the contractor as well as other future beverages available through other arrangements made by the contractor will be included in this exclusive agreement. Acceptability and pricing for future products not identified here will be subject to mutual agreement.

The College shall be the sole judge of quality and equivalency of products offered. In case of any difference of opinion regarding quality of product or interpretation of general conditions and specifications, the decision of the College shall be final and binding.

Product Specifications

All beverages will be made available to the College in packages and pursuant to specifications reasonably requested by the College.

Cost of Product

The College requires a minimum of a three (3) year commitment for the cost of beverages purchased by the College in support of the contractor partnership. Pricing for subsequent years may be renegotiated by agreement of the parties.

Pricing commitments are made without regard to which of the College operations may provide or sell the beverages.

The cost of product shall include transportation and delivery charges F.O.B. destination. No additional charges will be allowed for packing, unloading, storage or partial shipments. Include any container return allowances that may be in effect. The cost schedule should be provided in sufficient detail to identify costs of all products.

Current sales volume information is provided in Attachment B.

Product Delivery

Provide a proposal for a delivery plan and schedule for the College. Include in this section proposed regular deliveries and "as needed" deliveries.

Beverage Fountain Equipment

The College currently operates fountain equipment in various locations on campus. A complete list of fountain equipment is provided in Attachment C.

The Contractor will be required, at the inception and throughout the term of the contract, to supply, install, service and maintain all fountain, display, and other equipment used to sell, dispense, or display beverages, without cost to the College. All equipment must be new, state-of-the-art, and remain state-of-the-art for the entire term of the agreement.

All dispensers shall be equipped with locks and/or shut off valves at no cost to the College. The dispensers shall be filtered with a stainless steel, vented, double check-valve backflow. All dispensers shall be equipped with separate water supply shut off.

The beverage supplier shall be responsible for installing CO2 gas lines for CO2 tanks to dispensing equipment where such installation is necessary. The College will be responsible for providing passage through walls, ceilings, etc. if required at installation sites. The College reserves the right to withhold approval of dispensing equipment installation depending upon the total investment required.

Service

The College is committed to exemplary service. The College requires the contractor to provide repair service for all contractor supplied equipment, at no cost to the College. For any and all College operations providing daily meals, repair of fountain equipment must occur before the next scheduled meal service. The College desires on-call repair personnel during athletic events with a 60-minute maximum response time.

Isotonic Beverage Equipment and Support

The proposal requirements of the contractor partnership include the exclusive right to sell isotonic beverages on campus, and to promote the contractor's isotonic brands at College athletic events and facilities, including exclusive right to provide isotonic beverages to be consumed by the College's athletic teams.

Signage

The College's athletic facilities offer several opportunities for exposure. Not only do the facilities host all home College athletic events, but the facilities also host many other sporting and programmatic events for the community and region. This exclusive beverage partnership includes the opportunity for exclusive beverage signage at athletic facilities, but it does not include a specific number of signs. The contractor will be required to purchase the acknowledgement signage at the going rate.

Compensation

The College acknowledges and recognizes the benefit of providing an exclusive beverage opportunity to prospective beverage suppliers and supports the development of an exclusive relationship. In consideration for this exclusive commitment and support, the College requests appropriate compensation.

VENDING OPERATIONS

The College has a robust beverage and snack vending program on campus. To maintain or expand the current level of vending on campus, the College requests the inclusion of a proposal to service and supply beverage and snack vending. The successful bidder, by and through its representatives or agents, will be responsible for all product, equipment, service, and revenue.

All vending operations are currently operated by contracted vending services. Beverage vending volume data is included in Attachment B which also identifies building placement.

Subcontracting

The contractor may not use a subcontractor to fulfill its responsibilities for any portion of the resulting contract without the prior written consent of the College.

Equipment

The College's current contractor operates a full-service snack and beverage vending program that includes all locations identified in Attachment B.

The College does not want to consider any reduction in vending capacity or variety of equipment. The College will consider new placements where space is available.

Service

All vending equipment is expected to be maintained in working order and stocked regularly. Any notification of issues must be promptly addressed. Demand may vary throughout the calendar year and the College will communicate with the Contractor if a change in service level is warranted.

Product Mix and Growth

The College strives to provide the best product mix for customer satisfaction and optimal sales.

Pricing

Pricing of products in vending equipment is expected to be competitive. The College reserves the right to approve all selling prices.

Commissions

Commission on product sales is expected to be payable to the College. This may vary by product category. Current commission rates are identified in Attachment A.

SPECIAL BEVERAGE AND VENDING CONTRACT PROVISIONS

The Contractor will provide the following as part of the contract requirements and at no cost to the College:

Athletic Program Support Contractor will provide annually:

- 100 gallons of isotonic/sports drink mix (or its reasonable equivalent);
- 300 cases of packaged beverage products to be determined by Athletics;
- two cases of 12 oz. cups;
- four 10-gallon sideline coolers;
- 100 squeeze bottles; and

- two chest coolers with wheels.

College Event Support:

- Contractor will provide annually \$3,000 worth of Beverage Products to be determined by the College for use at on-campus events.

Recycling Program Support:

- Contractor will provide and replace as needed, beverage container recycling bins for placement throughout campus, along with posters, cling signs for vending machines and informational guides regarding recycling issues if requested.

FINANCIAL CONDITIONS

Financial Goals

The College places priority on providing a high-quality beverage and snack vending program which represents a good value for students, faculty, staff, and guests of Wayne State College. The primary objective of the beverage and snack vending contract will be to provide such a program. However, the beverage and snack vending program also represents a source of revenues which will enable the College to cover operating expenses of the program, to maintain and enhance facilities and equipment and to address other campus needs. Therefore, the financial return of the exclusive beverage and snack vending contract to the College will be a major factor considered during the review and evaluation of proposals.

The College acknowledges and recognizes the tremendous benefit of providing an exclusive beverage opportunity to prospective beverage suppliers and supports the development of an exclusive relationship. In consideration for this exclusive commitment and support, the College requests appropriate compensation. Current licensing fee are identified in Attachment A.

Accounting Records

The Contractor shall keep full and accurate records of all beverage and vending operations at the College provided under the contract. All such records shall be retained by the Contractor for a period of four (4) years and may be audited by the College or its agent at any time during regular working hours.

Account Reports

The Contractor shall provide the Comptroller of the College with a report on a monthly and annual basis or other accounting period with applicable information, i.e. sales reports, sales histories, promotional activities, etc.

The College reserves the right to audit any aspect of the exclusive beverage pouring and vending rights agreement as performed by the contractor at the contractor's expense. The contractor shall keep full, timely, and accurate records in accordance with generally accepted accounting practices and as may be satisfactory to the College. The contractor shall furnish the College with daily, weekly, monthly, or annual reports requested to verify pertinent financial information.

RESPONSE

Expectations

As part of the evaluation of proposals process, the College will determine the bidder's qualifications to provide the services specified in the Request for Proposal. To that end, the RFP itself includes this section on bidder qualifications, which requires that bidders provide as complete data as possible to assist the College in determining their qualifications to serve as Contractor. The information provided in response to the questions in this section will be considered in the award of contract decision. Therefore, each bidder shall provide information which establishes its qualifications and capabilities in the field of beverage and vending operation. The information shall be used to determine the bidder's demonstrated financial, management and operational ability and resources.

Only proposals from qualified organizations or individuals currently engaged in operating comparable beverage and vending operations and which have demonstrated the ability to perform as specified and to provide excellent service shall be considered further in the evaluation process. The College, alone, shall determine whether a bidder meets the minimum qualifications for consideration. To that end, it is important that all questions in the bidder's qualification section be answered. The College, further, reserves the right to inspect facilities and operations currently under the bidder's management and to consult other colleges or entities which are currently being or have in the past been served by the bidder.

Bidders must provide written responses to the following questions intended to establish their qualification to provide beverage and vending services in accordance with the specifications included in this RFP. Responses should be organized to coincide with the numbering of the questions below and should be presented in the sequence indicated. This information must be provided as part of this RFP even if the same or similar information has been provided to the College as part of previous bids or proposals. Responses should be straightforward and concise while still covering the topics adequately. Omissions, inaccuracies, or misstatements may be considered cause for disqualification of the bidder.

The College will exercise its right to continuously monitor the beverage and vending program, but wishes to establish a partnership which will minimize the need for College intervention in the process of managing the beverage and vending services program.

The following specifications have been written to provide the bidder with minimum guidelines. A favorable proposal should reflect a balance between the commission/licensing fees, high quality beverages and snacks, exceptional service, fair prices, and other service features a bidder is willing to provide to Wayne State College. The overall goal is to achieve the best quality program obtainable within the existing and attainable fiscal and physical framework of College resources.

Proposal Format

To support the College's expedient evaluation of bidder proposals, the College requests that the proposals be submitted in the format outlined below.

Bidders are requested to organize their proposal into distinctive sections that correspond with each individual evaluation category. Bidders are requested to provide a point-by-point response to all requirements listed.

After determining a proposal satisfies the mandatory requirements in the RFP, a comparative assessment of the proposal in relationship to the published evaluation criteria shall be made. The College reserves the right to consider historic information and fact, whether gained from the proposal, questions and answer conferences, references, or any other source, in the evaluation process.

It is the bidder's responsibility to submit complete responses to all questions in this RFP in accordance with the format and instructions requested. The bidder is cautioned that it is the bidder's responsibility to submit information related to the evaluation categories, and the College is under no obligation to solicit such information if it is not included in the submitted proposal. Failure to submit such information may cause as adverse impact on the evaluation of the bidder's proposal.

Response Format

Bidder qualifications

Provide an executive summary of the vendor qualifications relevant to fulfilling applicable services. At a minimum, you must include the following:

- Provide a list of brand name beverage and snack products with which the company is or has been affiliated and what the affiliation included.
- Indicate if the company has ever filed for bankruptcy, had receipts garnished or had a lien filed against it on one or more of its accounts. If so, provide a full explanation.
- Indicate if the company has been involved in litigation concerning a beverage or vending contract account. If so, provide a full explanation.
- Indicate if the company will require monetary assistance to operate the College's account in accordance with specifications. If such assistance is required, state the amount required and the anticipated source.
- Provide a list of college, university, or other accounts of comparable complexity where the company currently is providing specified services. Also provide an address and telephone number of a contact person at each account.
- Describe the resources available to assure meeting transition and implementation schedule for service (if applicable).
- Submit boilerplate contract language that will be applicable to the proposed contract.

Overall economic value of the proposal

- Identify the amount of licensing fee payable to the College.
- Identify the monthly commission rates payable to the College for vending sales (by product category if applicable).
- Identify the complimentary product to be provided to the College. This should be equivalent to the amounts identified in the "Special Beverage and Vending Contract Provisions" section at a minimum.
- Identify any other economic value provided in your proposal that may not be identified above.

Pre-award Presentations and Negotiations

The College may require presentations from the highest ranked bidders. Bidders would be asked to provide additional information about their proposal. Prior to the award, the College may elect to communicate with the highest ranked bidders submitting a proposal for the purposes of:

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- Resolving minor differences;
- Clarifying necessary details and responsibilities;
- Emphasizing important issues and points; or
- Examining ways to improve any subsequent contract and/or its constituent documents.

The College reserves the right to request additional information or clarification on any matter included in a proposal. The College reserves the right to negotiate with any bidder to arrive at a final decision.

Notification of Award

An award is made on execution of a written contract by all parties. Only the College is authorized to issue news releases relating to this Request for Proposals, its evaluation, award and/or performance of the contract.

Attachments

Attachment A

Licensing and Commission Rates provided by July 1, 2019 to June 30, 2024 Exclusive Beverage and Snack Vending Operations Agreement

- Licensing Fee: \$236,000. Payable in annual installments with the initial installment of \$151,200 and \$21,200 in subsequent years.
- Commission Rate: 25% on snack products, 20% on beverage products.

Attachment B

Vending history by location by commissionable revenue:

Snack Machines:

Location	FY20	FY21	FY22	FY23
Anderson	2,020.32	2,436.60	2,411.40	2,321.00
Benthack	429.70	-	2,463.90	1,781.35
Berry	4,507.80	9,802.40	7,222.70	8,632.62
Bowen	1,785.29	5,522.40	6,701.41	6,348.25
Brandenburg	1,383.75	1,301.20	2,054.45	3,379.00
Rec Center	2,445.33	2,411.25	3,301.60	3,715.10
Carhart	1,217.05	775.65	1,100.35	1,177.05
CAT	2,420.20	1,665.30	2,256.75	2,201.25
Connell	735.40	1,339.90	1,859.90	1,716.35
Gardner	1,818.40	1,423.60	1,925.70	2,453.05
Hahn	1,101.65	1,142.05	981.55	938.20
Humanities	1,010.50	833.60	1,242.50	1,656.90
Maintenance	2,111.35	2,215.25	1,997.05	1,823.85
Morey	1,158.14	3,348.64	3,530.76	3,623.96
Neihardt	1,914.90	2,019.91	2,115.40	2,985.45
Peterson	1,529.40	1,151.70	-	-
Pile	1,523.40	2,019.05	2,381.79	2,767.40
Student Center	1,142.65	1,158.65	1,471.00	1,469.20
Studio Arts	854.60	272.70	386.50	492.90
Terrace	1,845.55	2,723.40	4,328.65	5,056.75
Library	1,285.45	1,948.45	1,688.50	1,947.05

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Beverage Machines:

Location	FY20	FY21	FY22	FY23
Anderson	2,738.65	3,407.65	3,641.30	3,585.35
Benthack	417.15	-	1,649.00	1,675.95
Berry	4,578.80	1,654.20	2,057.30	2,246.15
Berry 2	-	5,040.95	5,288.90	5,924.70
Bowen	5,440.81	7,404.40	8,381.81	8,750.56
Brandenburg	1,919.90	1,864.45	3,661.20	4,930.30
Rec Center Bot	1,449.25	1,369.20	1,398.40	2,064.45
Rec Center Soda	2,145.65	3,614.25	4,892.65	5,514.90
Carhart	1,383.20	1,096.35	1,233.80	1,489.70
CAT	3,066.90	2,872.10	3,647.05	4,301.95
Connell Bot1	624.45	1,002.50	1,521.00	1,517.05
Connell Bot2	491.90	909.35	1,040.10	1,600.75
Gardner	2,587.80	2,335.70	3,022.81	3,984.65
Hahn	1,602.70	2,176.35	1,239.30	1,138.75
Humanities	1,526.15	1,476.25	1,906.40	2,583.35
Maintenance	1,330.95	1,612.25	1,652.65	1,852.50
Morey	1,861.41	3,244.60	3,757.30	11,589.14
Neihardt	1,667.95	1,873.95	1,996.10	2,099.15
Peterson	1,775.10	1,386.95	-	-
Pile	1,701.95	2,265.20	1,281.70	1,937.50
Student Center	1,374.30	1,794.55	2,273.85	3,050.45
Studio Arts	486.05	377.05	518.00	527.55
Terrace	1,442.85	3,181.70	4,130.75	4,603.87
Library	1,556.90	2,085.70	2,073.20	1,733.55

Note: Benthack Hall was temporarily offline in FY20 and FY21 due to remodeling. Peterson Fine Arts was temporarily offline in FY22 and FY23 due to remodeling.

[Attachment C](#)

Fountain and cooler equipment requirements for food service/concessions:

Food Service Vendor Current Fountain Requirements

- Food Court (Main Dining) – 2 machines with 10 heads
- Cats Corner (Lower Dining) – 1 machine with 10 heads

Food Service Vendor Current Cooler Requirements

- Rice Auditorium Concessions – 1 double door cooler, 1 single door cooler
- Memorial Stadium (Football) Concessions – 2 double door coolers, 1 double door small cooler
- Dining Services – 1 small cooler with single door