



# Request for Bids

## Mississippi Valley State University

**THIS IS  
NOT AN  
ORDER**

14000 Hwy 82-W #7244  
Itta Bena MS 38941-1400

Web Address: [www.mvsu.edu/purchasing/](http://www.mvsu.edu/purchasing/)

Phone No: (662) 254-3319 Fax (662) 254-3314

**Bid Title:**

**Date:**

Requester and Requesting Department:

**Bid No.**

Number of Pages

Change Order:

**Term – End of Month**

**Bids/Proposals** – Do not include State or Federal Taxes in your bids/proposals. The University is exempted from these taxes. All order will be placed with successful bidder by Official Purchase Order.

**Mississippi Valley State University** is considering the purchase of the following item (s). **We ask that you submit your Bids/Proposals in three copies.** Rights are reserved to accept, or reject any and all parts of your bid/proposals. Your bid/proposals will be given consideration if received in this Office on or before the date and time below.

- This bid/proposal will be awarded on a line by line basis
- This bid/proposal will be awarded on a all or none basis

**However**, the University reserves the rights to award any and all bids/proposals in the best interest of the University.

Bid/Proposal opening {Date and Time}
Mississippi Valley State University
By: Billy D. Scott Purchasing Agent

Email: [bscott@mvsu.edu](mailto:bscott@mvsu.edu)

**NOTE:** If you cannot quote on the exact material shown, please indicate any exceptions, giving brand names and complete specifications on any alternate. Mississippi Valley State University reserves the rights to accept any alternate of equal or greater quality or performance. We also reserve the rights to waiver any irregularities that may appear in the Bids/Proposals specifications.

ITEM	QUANTITY	DESCRIPTIONS	UNIT PRICE	TOTAL NET PRICE
<i>Please show Bid/Proposals No. on outside of Envelope</i>				

If checked, Mississippi Valley State University reserves the rights for an additional 60 days to purchase and additional 20% of this bid/proposal at the same cost.  
**We quote you as above F.O.B – Mississippi Valley State University. Shipment can be made within \_\_\_\_\_ days from receipt of the order.**

<p>Terms:</p> <p>Date:</p> <p>Phone/Fax:</p>	<p style="text-align: center;"><b>Company Quoting</b></p> <div style="border: 1px solid black; height: 80px; margin: 5px 0;"></div> <p><b>Official Signature:</b></p>
----------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

**MISSISSIPPI VALLEY STATE UNIVERSITY**

**REQUEST FOR PROPOSALS**

**POURING RIGHTS**



**Proposal Due Date: February 15, 2016**

**Proposal Delivery Location and  
Additional Information:**

**Office of Purchasing  
Mississippi Valley State University  
14000 Hwy 82 West MVSU 7244  
Itta Bena, Mississippi 38941-1400  
Attention: Mr. Billy Scott**

**REQUESTS FOR PROPOSALS  
MISSISSIPPI VALLEY STATE UNIVERSITY  
POURING RIGHTS**

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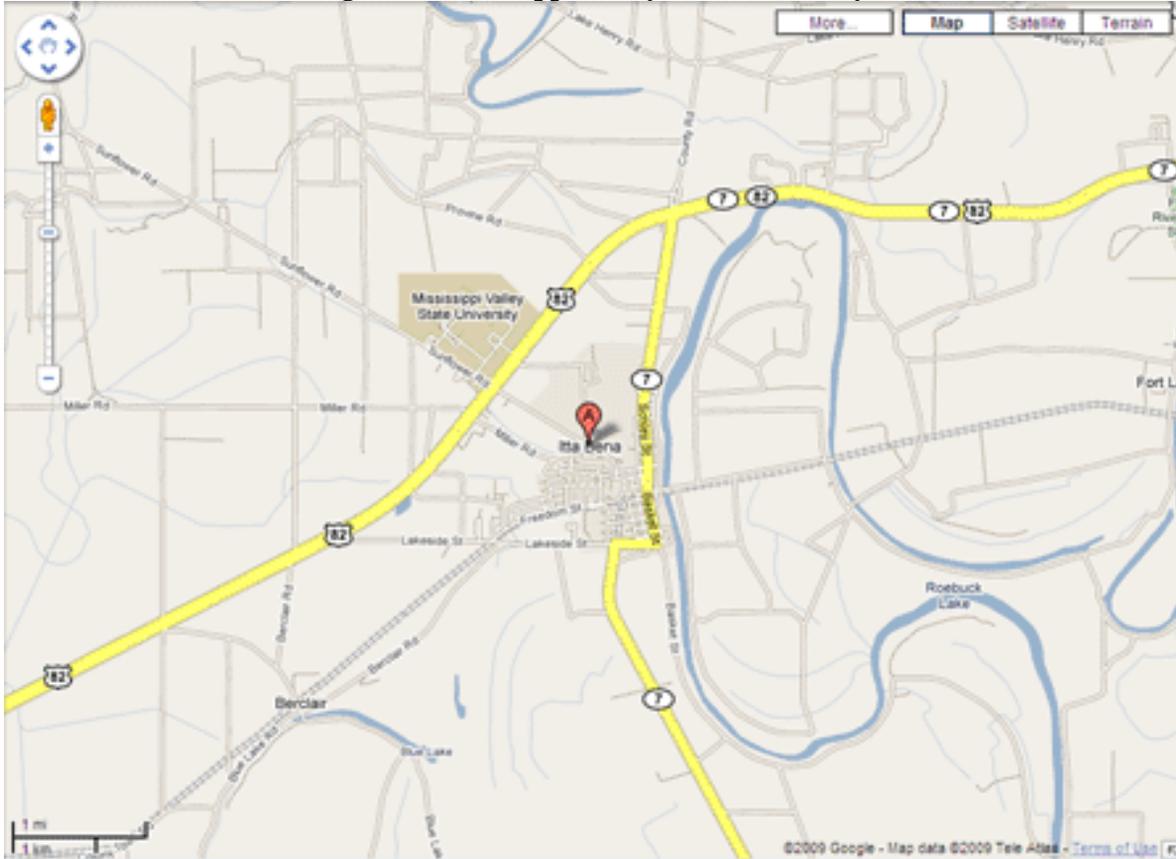
## 1. INTRODUCTION

**1.1. General.** This RFP addresses Pouring Rights, described generally below and in greater detail in the Terms and Conditions of the Contract (**Attachment A**). Pouring Rights refers to the exclusive right to the supply Beverages for resale, distribution, and merchandising of selected beverages to and at Mississippi Valley State University (“MVSU”), including any and all MVSU campuses. The selected company (“Contractor”) will be expected to create a comprehensive, integrated beverage program that will increase customer satisfaction by providing quality products and state-of-the-art equipment, while achieving growth and profitability in beverage sales at MVSU. A list of current FSVs (Thompson Hospitality) and VSVs (Delta Vending) is attached as **Attachment B**.

### 1.2. MVSU Overview

1.2.1 MVSU was established in 1950 as Mississippi Vocational College and is a public institution and an HBCU. Approximately 3,400 full-time and part-time students are enrolled. MVSU participates in a full range of NCAA Division I Athletics and is a member of the Southwestern Athletics Conference. US News & World Report has named MVSU as one of America’s best colleges in the southern region. Most students reside in on-campus dormitories. Thompson Hospitality provides on-campus dining services. MVSU is located in Leflore County, one mile northeast of Itta Bena, adjacent to US Highway 82. The institution is located on a 450-acre tract of land. The site for the campus development consists of 200 acres. MVSU is approximately five miles from Greenwood, which has a population of 18,906 and approximately 50 miles from Greenville, which has a population of 45,226. The University is approximately 100 miles north of Jackson, and 120 miles south of Memphis, Tennessee. It is located in the heart of the Mississippi Delta where 34 percent of the black population of the state is located. Additional data regarding MVSU is available at the University’s website: <http://www.mvsu.edu>. The facilities at MVSU include the traditional and the innovative. Approximately 30 buildings comprise the campus, including seven residence halls, numerous athletic facilities, including the Rice-Totten Stadium and a state of the art arena being renovated and readied for use in Spring, 2016, as well as state-of-the-art computer centers, science and language laboratories, a theater, a fine arts building and a student center. *See, Figure 1 on Page 5 for a map detailing MVSU’s location.*

Figure 1: Mississippi Valley State University



1.2.1. MVSU Athletics.

MVSU athletics represents a substantial opportunity for any Contractor. In addition to promoting the sale of Beverages at athletic events, athletic initiatives can support and promote the association of the Contractor’s brand with MVSU and its student athletes.

MVSU competes in NCAA Division I and the Southwestern Athletic Conference. In early 2016 the HPER Complex will reopen after \$17.5 million of innovations. The 87,042 square foot multi-purpose arena is home to MVSU’s men’s and women’s basketball teams, volleyball, commencement ceremonies and other activities and concerts. The state-of-the art facility includes a fitness center, indoor walking track and three technology HPER classrooms. Notable MVSU’s distinguished athletes include: Jerry Rice, Patricia Hoskins (Basketball), Ashley Ambrose, Fred Bohannon, Vincent Brown, Parnell Dickinson, Ricky Feacher, Deacon Jones, James Haynes and Alphonso Ford.

### 1.3. Contract Scope and Objectives

- 1.3.1. Pouring Rights refers to the exclusive right to supply Beverages for resale at MVSU and associated merchandising activities. “Beverages” are defined as carbonated and non-carbonated natural or artificially flavored non-alcoholic sodas, fruit juices (except non-carbonated fruit juices in dairy containers), cold teas, bottled water (in containers less than 1-gallon in size), sports drinks, and cold packaged coffee drinks.
- 1.3.2. All campus dining and food service operations are managed/operated by Thompson Hospitality and current beverage vending services are provided by Coca Cola.
- 1.3.3. The Contractor, if any, will be granted the exclusive right, license and obligation to:
  - (A) supply MVSU’s dining and food services provider(s), current and/or in the future, and MSVU’s vending service provider(s), current and/or in the future, with Beverages for resale at all campus dining and food service locations and vending locations;
  - (B) supply, deliver, install and repair all Beverage Equipment at MVSU; and
  - (C) supply Thompson Hospitality with Beverage cups, containers, lids, and carbon dioxide, provided that Contractor’s prices for such items are competitively priced.
- 1.3.4. The Contractor will also be granted the exclusive right and license to associate certain MVSU trademarks with Beverages sold at MVSU.
- 1.3.5. The Contractor may be granted such other rights and licenses, as proposed by Contractor and accepted by MVSU. For example, the Contractor could be granted exclusive Beverage sponsor status for athletic events, concerts and theatrical events and such other programs and activities at MVSU, subject to an approved proposal.
- 1.3.6. The Contractor’s exclusive rights will not include or pertain to:
  - (A) the right to supply Beverages or Beverage Equipment for catering operations conducted at MVSU by someone other than Thompson Hospitality.
  - (B) the right to supply Beverages and Beverage Equipment to MVSU’s college child care center;
  - (C) advertising in college student newspapers and publications, or sponsorship of programs on any student-run college radio station;
  - (D) NCAA, SWAC or other member participant tournaments hosted by MVSU, unless in the case where the Contractor has been granted exclusive Beverage sponsor status or MVSU has the sole and exclusive authority to select an exclusive beverage provider.

- 1.3.7. Nothing in the Contract shall prevent or prohibit on-campus consumption by MVSU students, faculty, staff or their guests of beverages competitive with Beverages supplied by Contractor and purchased outside a MVSU location for personal consumption or for consumption by their group, office, or organization, and not for resale or distribution.
- 1.3.8. MVSU has a diverse population of students, faculty, and staff, many of whom favor beverage types and flavors that may be available only from specialty manufacturers or distributors. To the extent that the Contractor is unable to provide these “Specialty Products” (See, Attachment C) or a substantially similar product that is acceptable to MVSU, MVSU reserves the right to make Specialty Products available through other suppliers. Proposers must include in their Proposal a plan for the supply of Specialty Products or substantially similar products.
- 1.3.9. See, Attachment D for information regarding some representative beverage sales statistics. These numbers are given as a guide only and are not a guarantee of future volume of sales.
- 1.3.10. Assignment to Auxiliary Enterprise Corporations. This RFP covers Pouring Rights for MVSU. However, after any award of a Contract, MVSU reserves the right to assign its Contract rights to one or more auxiliary enterprise corporations or MVSU’s Athletic Foundations in its best interest and to assist with financial administration of the Contract at the campus level. Such assignment(s) may result in multiple contracts with auxiliary enterprise corporations. Except for royalties and other consideration (which may differ by campus), each such contract shall contain the same terms and conditions as the Contract.

#### **1.4. Document Overview**

- 1.4.1. This RFP specifies the qualifications, services, responsibilities, and other pertinent information related to Pouring Rights.
- 1.4.2. This RFP document contains the following major sections.

*Section 1 – Introduction.* Provides an overview of MVSU and background information about the services covered by this RFP.

*Section 2 – Summary of Contract Specifics.* Describes Contractor responsibilities regarding Pouring Rights.

*Section 3 – Proposal Format and Contents.* Describes the prescribed format and content for the responses to this RFP.

*Section 4 – Proposal Evaluation.* Describes the methodology that will be used to evaluate responses to this RFP.

*Section 5 – Administrative and Legal Specifications.* Contains general administrative information and legal terms regarding this RFP.

## **1.5. Term of Contract**

MVSU anticipates the term of the Contract to be either seven years or ten years, without automatic renewals, as determined in its best interest.

## **1.6. Minimum Qualifications**

In order to be considered for Contract award, Proposers and any subcontractor(s) must meet the minimum qualifications below. Inability or unwillingness to meet the minimum qualifications set forth below will result in the rejection of a Proposal as non-responsive. Qualified Proposers will:

- 1.6.1. Be financially viable.
- 1.6.2. Currently manufacture and/or distribute a range of carbonated and non-carbonated natural or artificially flavored non-alcoholic sodas, fruit juices, cold teas, bottled water, and sports and energy drinks.
- 1.6.3. Have a minimum 20% national market share of carbonated soft drink sales.
- 1.6.4. Have at least five (5) years experience providing Pouring Rights to colleges and universities, particularly in the South and in the State of Mississippi.
- 1.6.5. Have a sufficient presence in the South, particularly in the State of Mississippi to permit prompt, efficient, and continuous provision of Pouring Rights to MVSU.
- 1.6.6. Show proven commitment to consumer health and wellness through, among other things, availability of low and zero calorie and sugar items, all fruit juices, etc.
- 1.6.7. Show proven commitment to sustainable practices including, among other things, use of recycled plastics and glass, and Energy-Star rated Beverage Equipment.
- 1.6.8. Enforce fair labor practices in the U.S. and abroad with respect to its employees and those of its bottlers, distributors, and other contractors.

**1.7. Schedule of Key Events**

MVSU will attempt to adhere to the following schedule with regard to this solicitation:

<b>Event</b>	<b>Date</b>	<b>Time</b>
<b>RFP Release Date</b>	<b>January 19, 2016</b>	
<b>Question Submission Deadline</b>	<b>February 1, 2016</b>	<b>3:00 PM CST</b>
<b>Proposal Due Date</b>	<b>February 15, 2016</b>	<b>3:00 PM CST</b>
<b>Oral Presentations</b>	<b>Week of February 22, 2016</b>	<b>To Be Determined</b>

*Notice of Intention to Award Contract: Week of February 29, 2016.*

*Contract Commencement: April, 2016.*

**MVSU reserves the right to amend any or all of these dates. If required by law or the terms of this RFP, MVSU will issue such amendment in writing.**

**2. SUMMARY OF CONTRACT SPECIFICS**

This section gives a **summary** description of Contractor’s responsibilities for providing Pouring Rights. This section should be read in conjunction with the Section 4 “Scope of Services” in the Terms and Conditions of the Contract (**Attachment A**), which provides a detailed description of Contractor’s responsibilities.

- 2.1. **Product Mix.** Contractor shall provide for retail sale a mix of Beverage products and packages as agreed by the parties. New items will be jointly determined by the Contractor and, as appropriate, FSVs and VSVs, at the time of the introduction.
- 2.2. **Health, Wellness and Sustainability.** Contractor shall work with MVSU to support and implement beverage industry trends and best practices regarding healthy and nutritious

beverage products, as well as campus awareness campaigns and initiatives related to sustainability.

- 2.3. **Staff.** Contractor must provide an experienced and qualified Staff in numbers sufficient to ensure efficient, hygienic and orderly performance of the Pouring Rights. Contractor's Staff must maintain proper standards of courtesy, service and professionalism in dealing with the MVSU community. Contractor must designate an experienced and capable individual who will be responsible at all times for implementation of the Contract. This individual will serve subject to approval by MVSU.
- 2.4. **Beverage Equipment.** Contractor must supply, deliver, install, and repair all Beverage Equipment at no cost to MVSU. At the time of installation, all Beverage Equipment must be new, heavy-duty commercial, EnergyStar® qualified, and of the latest model available from a nationally known manufacturer, or Contractor must provide a proposed schedule for phasing in such machines. Each Beverage vending machine shall include card readers for credit, debit, and "smart" cards (including college One Cards).
- 2.5. **Preventative Maintenance.** Contractor must establish and abide by a preventative maintenance program for all Beverage Equipment.
- 2.6. **Service Calls.** Contractor must, at its own expense, maintain Beverage Equipment in good working order and must promptly make repairs.
- 2.7. **Royalties and other consideration.** In consideration of the rights granted, Contractor shall pay MVSU royalties and other consideration as agreed to by the parties.
- 2.8. **Laws and Regulations.** Contractor shall comply, and ensure that its staff complies, with all laws, rules and regulations governing Pouring Rights and all applicable provisions of the Contract.

### 3. PROPOSAL FORMAT AND CONTENTS

#### 3.1. General Procedures

- 3.1.1. To be responsive to this RFP, and for the purposes of evaluation, each Proposal must consist of the following, as further described below:
  - Cover Letter;
  - Part I - Technical and Management Proposal; and
  - Part II - Contract Proposal.
- 3.1.2. Each part of the Proposal must be complete in itself in order that the evaluation of both Part I and Part II can be accomplished independently and concurrently, and so that the Technical and Management Proposal can be evaluated strictly on the basis of its merits.

- 3.1.3 Information shall be consistent across submitted documents. MVSU reserves the right to
- (A) reject Proposals submitted with conflicting information;
  - (B) determine that a Proposer has substantially met the requirements of the RFP and/or to ask for additional information after the Proposal Due Date; and
  - (C) view non-compliance with this section or failure to provide information and/or required forms as non-responsive.
- 3.1.3. MVSU will protect confidential and proprietary information from disclosure to the extent permitted by the Freedom of Information Law (“FOIL”) and any applicable State of Mississippi statutes, rules or regulations. Accordingly, Proposers should identify those page(s) of their Proposal that contain such information as “confidential and proprietary.” In addition, Proposers should explain the reason(s) why this information should be considered exempt from public disclosure under any applicable laws. Include the identification of pages and reasons for exemption in the Cover Letter of the Proposal.
- 3.1.4. Proposers must submit a complete Proposal in response to the RFP, using the format defined herein. Proposers must tabulate and paginate their Proposals, clearly marking sections with the section number to which they are responding. The Proposer’s Proposal for the Pouring Rights must be prepared and presented in the following format and order:

### 3.2. Cover Letter

The Proposal must include a Cover Letter on official business letterhead. The Cover Letter must include the following and be signed by an official authorized to bind the Proposer:

- 3.2.1. The name, title and contact information of the individual(s) with authority to negotiate and contractually bind the Proposer and who also may be contacted during the period of the Proposal evaluation;
- 3.2.2. A statement that the Proposer meets all the minimum requirements described in the RFP (see Section 1.6);
- 3.2.3. A statement confirming that any anticipated difficulty or inability of Proposer to meet the requirements of this RFP and any resulting Contract are fully addressed in Proposer's Part II submission; and
- 3.2.4. A statement affirming that neither Proposer nor any individual assigned to provide all or part of the Pouring Rights to MVSU have any conflicts of interest with MVSU, or its respective governing bodies, committees or employees. If Proposer cannot provide such a statement because of a conflict of interest, it shall instead state the nature of the conflict and describe the provisions that will be made to address the conflict.

### 3.3. Part I: Technical and Management Proposal

The Proposer must submit to MVSU by the Proposal Due Date:

- five (5) paper copies of its Part I – Technical and Management Proposal to the address listed on the cover page of this RFP.

The Proposer's name and the words "MVSU Pouring Rights RFP Part I – Technical and Management Proposal" shall be clearly listed on the cover of the Part I Proposal. Proposals must be securely sealed and clearly labeled. Any outside packaging containing Part I copies must also be clearly marked with the words "MVSU Pouring Rights RFP Part I—Technical and Management Proposal." **Package Part II separately from Part I.** Part I shall include the items listed below, with the Financial Proposal (Section 3.3.10) packaged in a separate sealed envelope within the Part I package.

- 3.3.1. Title Page. Name, address and phone number of the Proposer including a contact person (also listed in the Cover Letter), and name of the person(s) who prepared the Proposal.
- 3.3.2. Table of Contents
- 3.3.3. Minimum Requirements. Provide evidence that Proposer meets the minimum requirements of this RFP, including:

- (A) A list on **Attachment E** of the Beverages that Proposer would make available at MVSU. Indicate which products are low and zero calorie and sugar, contain no artificial colors, are all fruit juices, or otherwise “healthier” beverages;
- (B) Evidence of Proposer’s financial viability, including one (1) copy of Proposer’s audited financial statements for each of the last three (3) years, including balance sheets, profit and loss statement and cash flow analyses. If the Proposer is a subsidiary of a larger organization, then only financial data pertinent to the subsidiary’s financial position is required. MVSU reserves the right to request additional financial information, if necessary, to establish the overall financial viability of the Proposer;
- (C) Evidence that Proposer has a minimum 20 % national market share of carbonated soft drink sales;
- (D) Evidence that Proposer has a minimum of five (5) years of successful business experience performing comparable services to those under this RFP. Provide a list of Proposer’s current higher educational clients. Using **Attachment F**, include at least five references from higher education clients, with a preference for references located within the South and the State of Mississippi.
- (E) A description of Proposer’s presence in the South and the State of Mississippi, including number of local employees, number of accounts, locations of warehouse and maintenance facilities, etc.
- (F) A description of Proposer’s sustainability policies and practices and the types of activities it would implement at MVSU if it were to be awarded the Contract.
- (G) Evidence that Proposer is committed to and takes steps to enforce fair labor practices in the U.S. and abroad with respect to Proposer’s employees and those of Proposer’s bottlers, distributors and other contractors.

3.3.4. Company Overview. Provide an overview of Proposer, including:

- (A) A brief history of Proposer, especially as it relates to the higher education market, including revenue levels, number of current accounts, years in business, and number and make-up of staff;
- (B) Former clients: Provide a list of higher education clients where Proposer’s services have been terminated (either by Proposer or by the client) within the past three (3) years. Provide the following information regarding these clients:
  - Name and address of the company
  - Name and title of client contact
  - Telephone number of client contact
  - Date and reason for termination
- (C) A description of Proposer’s internal administrative systems, including but not limited to, inventory control, reporting of sales, and internal audit.

- 3.3.5. Management Profile. Provide (i) an organizational chart or short profile of Proposer's management structure and (ii) a plan for administrative management and supervision of staffing required to carry out the services under this RFP. This should include a description of any regional or headquarters support and the resumes of key personnel, including those employees who would be responsible for the Contract if it were awarded to Proposer.
- 3.3.6. Product Description. Submit on **Attachment E** a list of all Beverages, including descriptions of flavor, size and container type, to be offered to MVSU's FSVs and VSVs.
- 3.3.7. Health and Wellness Proposal. In addition to that information provided in response to Section 3.3.3 (A), describe any proposed awareness campaigns and strategies in support of health and wellness. In particular, describe any proposed initiatives to encourage the use and purchase of water and other healthier beverages, such as offering discounted wholesale and/or retail prices on these items.
- 3.3.8. Recycling and Sustainability Proposal. In addition to that information provided in response to Section 3.3.3(F), describe any suggested programs or ideas for encouraging recycling of beverage containers, such as reverse vending machines.
- 3.3.9. Equipment and Maintenance.
- (A) Provide a list, with quantity, brand and model number, of all equipment Proposer proposes to bring onto MVSU's campus. Include complete manufacturer's description literature regarding any equipment proposed. Note that each Beverage vending machine shall include card readers for credit, debit, and "smart" cards (including college One Cards).
  - (B) If your proposal does not include supplying all new vending machines at the start of the Contract, provide a schedule or plan for phasing in new machines on all the campuses. Machines shall be heavy-duty commercial, EnergyStar® qualified, and of the latest model available from a nationally known manufacturer.
  - (C) Describe Proposer's program for preventative maintenance and regular replacement of worn, malfunctioning or damaged equipment.
  - (D) Describe the day-to-day housekeeping and maintenance services Proposer would provide.
- 3.3.10. Specialty Product Plan. Include a plan for supplying Specialty Products (see Section 1.3.8). Indicate which, if any, Specialty Products that Proposer is not able to supply by providing the requested or a substantially similar product.
- 3.3.11. Financial Proposal & Pricing. In a separate sealed envelope, but part of Part I package, provide a financial proposal with a detailed description of the pricing, royalties, and other consideration and support offered by Proposer. Use **Attachment G**. Include the items

listed below. If the proposal differs depending on the term of the Contract (7 year or 10 year), please provide a proposal for each Contract term.

- (A) A one- time upfront signing bonus;
- (B) A guaranteed annual royalty amount to MVSU for Pouring Rights, regardless of Beverage volume;
- (C) An additional per case royalty amount based on Beverage volume;
- (D) Promotional products to be offered;
- (E) *A proposal for using MVSU Marks and suggested sponsorship activities, including but not limited to MVSU sponsorship; with particular emphasis on sponsorship of MVSU Athletics.*
- (F) *Any other marketing promotions, such as banners, scoreboards, etc;*
- (G) Career development program, including internships;
- (H) Scholarships; and
- (I) Any discounts, incentives or other financial or other consideration that Proposer wishes to offer.
- (J) A minimum of a 2-year pricing structure for all beverages and any other proposed items, such as cups, lids and CO<sup>2</sup>, to be purchased by FSVs and VSVs. Include specific pricing commitment and incentives. A copy of National Account or Standard Wholesale price lists must be included. For year the remaining contract years, describe proposed price escalation plan.

3.3.12. Additional Information. Provide any other information you believe will be helpful to the selection committee in evaluating your Proposal.

### 3.4. Part II: Contract Proposal

3.4.1. The Proposer must submit to MVSU by the February 15, 2016:

- one (1) paper copy of its Part II –Contract Proposal to the address listed on the cover page of this RFP.

3.4.2. Contents of Contract Proposal.

- (A) **Attachment H – Proposer Information and Certifications**, fully completed and signed by an authorized representative of Proposer.
- (B) If Proposer circles “do not accept” in Section III of **Attachment H**, Proposer must attach to **Attachment H** a document identifying and explaining any the exceptions or deviations taken with respect to the Terms and Conditions of Contract (**Attachment A**). Proposer shall not respond by providing a sample agreement.
  - Any exceptions or deviations taken must contain sufficient amplification and justification to permit evaluation. The benefit to MVSU shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be found unacceptable. However, a large number of

exceptions or one or more significant exceptions not providing benefit to MVSU may result in rejection of such proposal as unacceptable.

- MVSU reserves the right to require full acceptance of **Attachment A**.

#### 4. PROPOSAL EVALUATION

##### 4.1. Overview

- 4.1.1. Proposal Evaluation shall be administered by MVSU's Office of the Vice President for Business & Finance/CFO, Athletics Director, Information Technology Director, Office Manager, Senior Accountant/Bursar of Business & Finance and Chief of Staff of the President Office.
- 4.1.2. Proposers are required to submit all documents WITH THEIR PROPOSALS.
- 4.1.3. Proposals will be evaluated by MVSU using a Best Value Method evaluation process based on the criteria described below.
- 4.1.4. Proposal evaluation will be accomplished by a representative committee comprised, as appropriate, of technical, program and management personnel. Committee members will score each Proposal individually and then meet as a group to discuss and short list the Proposals. Evaluators will be allowed to revise scores on the basis of committee discussions.
- 4.1.5. Proposers responding to this RFP may be requested to clarify issues or to provide additional insights into their proposal through written clarifications and/or oral presentations. If written clarifications are required to complete the technical evaluation of proposals, evaluators will be allowed to revise their technical scores based on this additional information. Oral presentations will be held for short-listed proposers (see Section 4.4, Step 3 for definition) at MVSU's offices located on the campus of MVSU at a date and time to be determined by MVSU. MVSU reserves the right to request best and final offers from firms that are determined to be susceptible for contract award.
- 4.1.6. An award shall be made to the Proposer whose Proposal receives the highest total proposal score after considering all the technical and oral evaluation factors.

##### 4.2. Debriefings

At the conclusion of the evaluation period, all Proposers will be notified of their respective standing on this solicitation. Unsuccessful proposers may request a debriefing of their Proposal by sending a request in writing, postmarked within 30 days of being notified of being unsuccessful, to the Designated Contact for this solicitation (see Section 5.2 for the name and address of the contact).

**4.3. Best Value Award**

MVSU shall award the Contract, if at all, on the basis of best value to a responsive and responsible offerer.

**4.4. Proposal Scoring**

The Proposals will be evaluated using the following approach and scoring system:

**Table 1, Proposal Scoring Criteria and Weights**

<b>Step</b>	<b>Title</b>	<b>Scoring Method</b>	<b>Item Weight</b>	<b>Section Score</b>	<b>Points out of 100</b>
<b>1</b>	<b>Pre-Screening &amp; Minimum Requirements Review</b>	Pass/Fail			N/A
<b>2</b>	<b>Part I - Technical &amp; Management Proposal</b>	Scored			<b>90</b>
	<b>Qualifications</b>			20	<b>20</b>
	1. Company Overview (3.3.4)		10		
	2. Management (3.3.5)		10		
	<b>Technical Merits</b>			30	<b>30</b>
	To include: <ul style="list-style-type: none"> <li>• Product Descriptions (3.3.6)</li> <li>• Health &amp; Wellness (3.3.7)</li> <li>• Recycling &amp; Sustainability (3.3.8)</li> <li>• Equipment and Maintenance (3.3.9)</li> <li>• Specialty Product Plan (3.3.10)</li> <li>• Additional Information (3.3.12)</li> </ul>				
	<b>Financial Proposal (3.3.11)</b>			40	<b>40</b>
<b>3</b>	<b>Oral Presentation (Short-Listed firms)</b>	Scored		10	<b>10</b>
<b>4</b>	<b>Part II - Contract Proposal</b>	Not Scored			
<b>Total</b>					<b>100</b>

**4.4.1. Step 1: Pre-Screening**

MVSU will conduct a Pre-Screening of each Proposal to ensure all content has been submitted in accordance with the RFP and that Proposers meet the Minimum Qualifications outlined in Section 1.5 of this RFP. Those Proposers whose Proposals do not include all required content

will be deemed non-responsive under law and shall not be granted any further consideration, unless MVSU deems such omissions non-material. MVSU will notify non-responsive Proposers in writing.

#### **4.4.2. Step 2: Part I - Technical & Management Proposal Scoring (90 Points)**

Members of a duly constituted *ad hoc* Selection Committee (the “Committee”) will score each Technical Proposal individually and then meet as a group to discuss the Technical Proposals. Committee Members will be allowed to revise *their original* scores on the basis of Committee discussions. The average Technical Score for each Proposal will consist of the sum of each Committee Member’s Technical Score divided by the number of Committee Members.

#### **4.4.3. Step 3: Oral Presentation (10 points)**

The three Proposers with the highest Technical Proposal scores (the “Short-Listed Proposers”) will be required to provide an Oral Presentation to the Committee. The Committee will conduct an Oral Presentation with each Short-Listed Proposer at MVSU. Proposers shall not be allowed to change their Proposals during or after this presentation unless responding to a request from MVSU. Each Proposer will be given a separate meeting time schedule to conduct its presentation before the Committee. Each session will last approximately one to one and a half hours. The Proposer will be expected to address specific questions from the Committee shared in advance of the presentation. Oral Presentations will be evaluated and scored by the Committee.

#### **4.4.4. Step 4: Part II –Contract Proposal Scoring (Not Scored)**

The Contract Proposal will not be scored. However, it will be evaluated as regards to the Proposer’s ability to accept MVSU’s business requirements.

#### **4.4.5. Step 5: Best and Final Offers**

MVSU reserves the right to request Best and Final Offers (“BAFOs”) after the Oral Presentations have been conducted. Should MVSU exercise this right, MVSU will request a BAFO from each Short-Listed Proposer. MVSU will revise the Technical Proposal Scores of the Short-Listed Proposers, as necessary, based on information submitted in their BAFOs and using the criteria in Table 1.

### **4.5. Recommended Proposer**

The sum of a Short-Listed Proposer’s Technical Proposal Score and its Oral Presentation Score is its Total Proposal Score. The Proposer with the highest Total Proposal Score, after the perfecting and summing of Technical and Oral Presentation Scores as described in Section 4.4 above will be recommended by the Committee to MVSU for Contract award.

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## 5. ADMINISTRATIVE AND LEGAL SPECIFICATIONS

### 5.1. Proposal Submission

- 5.1.1. The proposal shall be signed by an official authorized to bind the Proposer.
- 5.1.2. Your proposal must be received by MVSU by 2:00 pm (CST) on the day indicated in Section 1.7 Schedule of Key Events (above) (“Proposal Due Date”). The proposal must be addressed to:
- Mr. Billy Scott  
“Pouring Rights”  
Office of Purchasing  
MVSU  
14000 Hwy 82 West MVSU 7244  
Itta Bena, Mississippi 38941-1400
- 5.1.3. Proposers assume all risks in connection with timely, properly delivered Proposals. Proposers are strongly encouraged to arrange for delivery of Proposals prior to the Proposal Due Date.
- (A) MVSU accepts no responsibility for Proposals left at any other location.
  - (B) MVSU accepts no responsibility for Proposals that are sent by mail or by courier.
  - (C) Proposals received after the Proposal Due Date will be returned unopened.
  - (D) Proposals that are transmitted by facsimile (fax) or e-mail are not acceptable and will not be considered.

### 5.2. Inquiries and Information

- 5.2.1. All questions concerning this solicitation must be directed to the Designated Contact, Mr. Billy Scott at (662)-254-3320 or by e-mail at: [bscott@MVSU.edu](mailto:bscott@MVSU.edu)
- 5.2.2. Proposers are reminded that from the date this RFP is issued until a Contract is signed, NO contact is permitted regarding this solicitation with any MVSU staff except with the Designated Contact named above. Any unauthorized contact by a vendor may result in the rejection of its Proposal.
- 5.2.3. The last date to submit questions for this solicitation is indicated in Section 1.7 Schedule of Key Events. All inquiries should be addressed to Mr. Billy Scott at: [bscott@MVSU.edu](mailto:bscott@MVSU.edu).
- 5.2.4. Clarifications, corrections, interpretations, additions, amendments, and answers to all questions of a substantive nature, as well as copies of the questions, will be given in writing by MVSU as an addendum to the RFP (“Addendum”) and will be sent by email to each entity recorded as having requested a copy of the RFP. The Addendum shall become a part of the RFP and be binding on all Proposers. No clarifications, corrections, interpretations, additions, amendments, or answers other than those given by MVSU in writing in the form of an Addendum shall be binding.

### 5.3. Withdrawal of Proposal

5.3.1. A Proposer may withdraw its Proposal at any time before the Proposal Due Date; thereafter, a Proposer may withdraw its Proposal only after the expiration of 180 calendar days from the Proposal Due Date and prior to any actual award. A request to withdraw a Proposal shall be made in writing and delivered to the Proposal submission location described in Section 5.1 above.

5.3.2. Upon discovery of a material error by the Proposer or notification of a material error by MVSU, the Proposer may decide that it does not wish to have the evaluation of its Proposal continue. Such request for a withdrawal of its Proposal must be received in writing from the person who signed the Proposal within 3 business days of such discovery or notification. MVSU shall retain the sole right to determine whether to grant such request for withdrawal of the Proposal and will respond in writing to the Proposer with its decision.

### 5.4. General Conditions

5.4.1. This RFP is being conducted in compliance with all requirements of applicable Mississippi laws. This RFP is intentionally structured with broad guidelines and few mandated components in order encourage competition.

5.4.2. Proposers shall not make any changes to the documents of this RFP. All Proposers are required to submit Proposals in response to the same terms and conditions. Attempts to make changes to the RFP documents may render a Proposal non-responsive. Changes to the RFP documents by others are not binding on MVSU.

5.4.3. Any prior year sales volume data provided in this RFP is for information purposes only, and is not a guarantee. The sales actually earned by the Contractor may be less or more than in prior years. If less, no action for damages or lost profits will accrue to the Contractor because of this.

5.4.4. Proposers may not make any public announcements or news releases regarding this RFP or any subsequent Contract without MVSU's prior written approval.

5.4.5. Proposers may not use the name or trademark, service mark, or other proprietary mark or logo of MVSU without MVSU's prior written approval.

5.4.6. Proposers shall indicate on any exceptions or deviations from the Terms and Conditions of Contract (**Attachment A**). Unless exceptions or deviations are so indicated, MVSU will assume that a Proposer agrees to the Terms and Conditions. MVSU reserves the right to accept or reject any exceptions or deviations a Proposer may suggest.

5.4.7. Proposers are expected to have assessed the conditions that may affect goods and services to be provided. Proposer shall be conclusively presumed to have full knowledge of any and all conditions affecting in any way the performance of the work to be performed

- under the Contract that were or should have been discovered by a reasonably prudent proposer. It is each Proposer's responsibility to familiarize itself with relevant facilities at MVSU, and Proposer assumes full responsibility to provide goods and/or services as specified herein pursuant to its Proposal, if accepted by MVSU.
- 5.4.8. All Proposals, upon submission to MVSU, shall become its property for use as deemed appropriate. By submitting a Proposal, the Proposer covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information.
- 5.4.9. Under no circumstances shall MVSU be liable for any costs incurred by Proposers in preparation and/or production and/or negotiation of a Proposal; for attending Proposers' conferences and/or site visits, for preparing or attending an Oral Presentation; or for any services performed prior to that date set forth in the notice of award MVSU sends to the Proposer awarded the Contract.
- 5.4.10. Receipt of a Proposal by MVSU does not indicate that MVSU has reviewed the Proposer's qualifications to receive a Contract award. MVSU shall review the Proposal and make a determination of each Proposer's qualifications to receive a contract award after the Proposal Due Date. There will not be a public opening of Proposals.
- 5.4.11. Issuance of this RFP does not commit MVSU to award a contract for any services.
- 5.4.12. Any contract award shall be subject to all required internal and external oversight approvals. The University shall have no obligation or liability whatsoever to the Proposer selected as result of this solicitation unless and until a Contract satisfactory to MVSU is approved and executed by the Proposer and all necessary State officials, if any.
- 5.4.13. By signing and submitting a Proposal, Proposer is affirming that it has read this RFP, including but not limited to the Terms and Conditions of Contract (**Attachment A**), accepts its terms, and is able and willing to sign the Contract if its Proposal is selected, subject only to any changes negotiated and agreed to by both parties. The Terms and Conditions, together with the contents of the selected Proposal, any Addenda, including any formal questions and answers provided during the evaluation process, shall be incorporated into and comprise the Contract. The issuance of a letter of intent to award or similar documentation does not require or commit MVSU to enter into a Contract with a Proposer until all Terms and Conditions are negotiated and acceptable to MVSU.
- 5.4.14. The selected Proposer shall possess the requisite business integrity justifying the confidence of MVSU; to adhere, throughout the term of the Contract, to the highest standards of business conduct and professional responsibility by fulfilling its obligations under the resulting Contract.

## 5.5. Reservation of Rights

In addition to any other rights described in this RFP, MVSU reserves the following rights:

- 5.5.1. to accept or reject any or all Proposals, including without limitation to reject a Proposal if:
  - (A) the Proposer does not provide any part of the information or documents required by the RFP;
  - (B) the Proposer misstates, misleads, or conceals any material fact in its Proposal or at any time in connection with this RFP;
  - (C) the Proposal is not in compliance with law;
  - (D) the Proposal is not responsive to the requirements of this RFP or the requirements of the Contract terms and conditions;
  - (E) any part of the Proposal, such as the Financial Proposal, is conditional;
  - (F) the Proposal, in the opinion of MVSU, contains unbalanced prices; or
  - (G) a determination that the Proposer is not “responsible” (as defined by law) is made in accordance with law or MVSU regulations.
- 5.5.2. to re-issue a solicitation;
- 5.5.3. to correct any arithmetic errors in any or all Proposals;
- 5.5.4. to use or adopt any or all of a successful Proposer’s Proposal;
- 5.5.5. to negotiate modifications to the scope, Contract terms and conditions and consideration with the selected Proposer prior to contract award;
- 5.5.6. to reject Proposals containing material deviations and/or (b) permit Proposer(s) to amend one or more non-material items in their Proposal(s) to comply with this RFP and/or (c) waive or modify minor irregularities in Proposals;
- 5.5.7. to seek clarifications concerning Proposals;
- 5.5.8. to amend the RFP after its Release Date upon appropriate notification;
- 5.5.9. to issue Requests For Additional Information (“RFAs”) to Proposers;
- 5.5.10. to require Short-Listed Proposers to attend Oral Presentations;
- 5.5.11. to issue additional questions to Short-Listed Proposers; the answers to which shall be returned to MVSU in writing and become part of the Short-Listed Proposers’ Proposals;
- 5.5.12. to allow evaluators to include in their final score the evaluation of the answers to the additional questions and such additional materials as Proposers provide;
- 5.5.13. to contact all Proposer references during the Proposal Evaluation process;

- 5.5.14. to ask Short-Listed Proposers for Best and Final Offers;
- 5.5.15. to terminate negotiations with a prospective awardee if negotiations of legal terms and conditions compliant with Section 5.4.6 above are unsuccessful;
- 5.5.16. upon terminating negotiations as per Section 5.5.15 above, to negotiate with the next highest Short-Listed Proposer.

## ATTACHMENT A: TERMS AND CONDITIONS OF CONTRACT

THIS AGREEMENT is made by and between MVSU (“MVSU”) and the company identified on the Contract Signature Page (“Contractor”). In consideration of the mutual stipulations and covenants herein contained, MVSU and Contractor agree with each other as follows:

### Section 1- DEFINITIONS

When used in this Contract, the following words have the meanings set forth in this Section:

- 1.1** “**approved**”, “**directed**”, “**required**”, “**specified**”, unless specifically stated otherwise, to mean approved, directed, required, or specified, as the case may be, by MVSU through its representative, the Business Manager.
- 1.2** “**Beverage**” means all carbonated and non-carbonated natural or artificially flavored non-alcoholic beverages, including sodas, juices, cold teas, bottled water, sports drinks, and cold packaged coffee drinks, except that “Beverage” does not include the following:
- plain or flavored milk of any kind (e.g., cow, goat, almond, soy, rice) and milk products;
  - vegetable juices and drinks;
  - non-carbonated fruit juices in dairy containers;
  - fruit drinks (e.g., juices, aides, smoothies) squeezed or made fresh at a MVSU Location;
  - fresh-brewed coffee and tea products;
  - hot coffee, tea and chocolate;
  - soup;
  - water in 1-gallon or larger containers, including water coolers;
  - tap water; or
  - Specialty Products.

An initial list of Beverages to be supplied by Contractor is attached to this Contract as **Attachment E**.

- 1.3** “**Beverage Equipment**” means Beverage vending machines, fountain dispensers, cold barrels, coolers and any other equipment for use in providing the Beverage Services and the sale of Beverages by the FSVs and VSVs.
- 1.4** “**Beverage Services**” means the supply, sale, and distribution of Beverages at MVSU and related activities, as further described in Sections 3.1 and 4 of this Agreement.
- 1.5** “**Business Days**” means Mondays through Fridays (excluding Saturdays and Sundays), excluding holidays on which MVSU is officially closed.
- 1.6** “**Business Manager**” means MVSU’s Vice President for Business & Finance/CFO for Management Services or his or her designee.
- 1.7** “**College**” means a constituent unit of MVSU.
- 1.8** “**Contract**” means the following documents (each a “**Contract Document**”): (1) these Terms and Conditions, exhibits, tables, schedules, and appendices; (2) Contractor’s Proposal; (3) questionnaires, amendments, addenda and representations and affirmations of Contractor; (4) samples and any other information submitted by Contractor; (5) insurance documents; (6) MVSU Standard Terms and Conditions Addendum; (7) the advertisement(s); and (8) notice of award.
- 1.9** “**Contractor**” means the second party named above.
- 1.10** “**MVSU Marks**” means the name and logo(s) of MVSU, including the logos of each athletic team associated with MVSU.
- 1.11** “**Days**” means calendar days unless otherwise specified.
- 1.12** “**FSVs**” means the food service vendors operating at MVSU which are responsible for food service operations at MVSU, including retail food services at college cafeterias and faculty dining rooms. See **Attachment B** for a list of the current FSVs.
- 1.13** “**Laws**” means all laws, regulations, rules, orders, requirements, and the like, of federal, state, and local governments, courts, governmental authorities, legislative bodies, boards, agencies, commissions, and the like.
- 1.14** “**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust or association.
- 1.15** “**Pouring Rights**” means the right to provide Beverage Services and Sponsorships.
- 1.16** “**Proposal**” means the information provided by Contractor pursuant to Section 3 – Proposal Format and Contents, of the RFP.

- 1.17 “RFP” means the request for proposals issued by MVSU for Pouring Rights.
- 1.18 “Specialty Product” means those products/items enumerated in **Attachment C**.
- 1.19 “Sponsorships” means those sponsorship opportunities described in Section 3.3 of this Agreement.
- 1.20 “Staff” means a Person or Persons furnished by Contractor to perform the work of this Contract. Staff include Contractor’s employees, partners, agents and representatives, as well as Persons engaged by Contractor as consultants, coordinators, independent contractors, subcontractors, franchisees or in any other capacity.
- 1.21 “State” means Mississippi.
- 1.22 “Term” has the meaning set forth in Section 3 below.
- 1.23 “VSVs” means MVSU’s beverage vending service vendors, which are responsible for vending machine operations at MVSU locations, including installation, operation and maintenance of snack vending machines and, in cooperation with Contractor, beverage vending machines. See **Attachment B** for a list of the current VSVs.

## **Section 2 – TERM**

The term of this Contract will be either seven (7) years or ten (10) years beginning on [date] and ending on [date], unless (i) mutually extended by written agreement of the parties, or (ii) sooner terminated as provided herein.

## **Section 3 – GRANT OF RIGHTS**

- 3.1 **Beverage Services License.** Subject to the exceptions set forth in Section 3.4 below, MVSU hereby grants to Contractor a license during the term of this Contract to provide Beverage Services at MVSU. The license includes the following exclusive rights and responsibilities, as further described in Section 4:
- 3.1.1 To supply FSVs and VSVs with Beverages for resale at MVSU Locations. The current FSVs and VSVs are (and any successor FSVs and VSVs, will be required by their contracts with respect to MVSU to purchase from Contractor, all of their requirements for Beverages;
- 3.1.2 To supply, deliver, install, and repair all Beverage Equipment at MVSU; and
- 3.1.3 To supply FSVs with Beverage cups, containers, lids, and carbon dioxide, provided that Contractor’s prices for such items are competitively priced. FSVs may use generic cups and lids and may purchase them and carbon dioxide from other suppliers if available at prices lower than those offered by Contractor.

### **3.2 Intellectual Property License And Sponsorship Rights**

- 3.2.1 Subject to subsections 3.3.2 and 3.4 below, MVSU hereby grants to Contractor the exclusive right and license during the term of Contract to associate MVSU Marks with Beverages sold at MVSU. In connection with this license, Contractor will be the exclusive Beverage sponsor for MVSU athletics. Contractor will also enjoy other sponsorship rights as agreed upon between MVSU and the Contractor.
- 3.2.2 The concept for any sponsorship activity undertaken by Contractor pursuant to this Contract, and any artwork or other items created by Contractor for use in sponsorship activities or otherwise in accordance with the terms of this Contract, and any use of the MVSU Marks, is subject to prior written approval by MVSU.

### **3.3 Permitted Exceptions.**

- 3.3.1 Contractor's exclusive rights under Sections 3.1 and 3.2 do not include and/or pertain to:
- (A) the right to supply Beverages or Beverage Equipment for catering operations conducted at MVSU by someone other than a FSV;
  - (B) the right to supply Beverages or Beverage Equipment to any MVSU child care centers, if existing;
  - (C) advertising in MVSU college student newspapers and publications, or sponsorship of programs on any student-run MVSU college radio station;
  - (D) NCAA, SWAC, or other member participant tournaments (excepting MVSU tournaments) hosted by MVSU. In the event that a tournament is sponsored by a beverage product competitive with a Contractor Beverage, MVSU will be permitted to display signs or banners, or distribute programs acknowledging such competitive beverage as a sponsor of such tournament, only at the athletic facility where the tournament is played and only during tournament play and practice, and only to the extent required by any agreement between the athletic conference and the sponsor. MVSU agrees that these sponsored competitive beverage products will not be sold at the tournament while hosted by MVSU, but may be available to the athletes only during such tournament play or practices. Sponsored beverage products as used in this section include sponsor-identified cups, coolers, ice chests, squeeze bottles, sideline carts and towels, to be placed on team benches and sidelines only;

(E) the right to supply Beverages or Beverage Equipment at facilities and premises that are not MVSU Locations; and

(F) Nothing in this Contract will prevent or prohibit on-campus consumption by students, faculty, staff or their guests of beverages competitive with Beverages supplied by Contractor and purchased outside a MVSU Location for personal consumption or for consumption by their group, office, or organization and not for resale or distribution.

### **3.4 Specialty Products. See, Attachment C.**

## **Section 4- SCOPE OF SERVICES**

### **4.1 Product Mix and Pricing**

4.1.1 The initial Beverage product and package mix are set forth in **Attachment F**. Contractor may not change product or package mix to be supplied to CUNY without MVSU's prior written consent.

4.1.2 Contractor shall sell Beverages to FSV and VSV at prices no higher than those set forth in **Attachment G**. Contractor must adhere to and maintain the price commitments and incentives listed in **Attachment G** for a minimum of Contract Years One and Two. Prices for the following years shall not increase more than the percentage of increase in the published National Account or Standard Wholesale price lists.

4.1.3 Introduction of new items and prices for them will be jointly determined by the Contractor, MVSU, and, as appropriate, applicable FSV and/or VSV, at the time of the introduction.

### **4.2 Beverage Equipment – General**

4.2.1 Contractor must supply, deliver, install, and repair all Beverage Equipment at no cost to MVSU.

4.2.2 All Beverage Equipment is and will at all times remain the property of Contractor.

4.2.3 The specifications included in this Section 4.2 and Section 4.3 below are minimal. Nothing in this Contract will be deemed a bar to Contractor's provision of equipment or services of a higher quality.

- 4.2.4 MVSU, in consultation with its FSVs and VSVs, will determine the operating location of each fountain dispenser, cooler and other retail Beverage dispenser.
- 4.2.5 All fountain dispensers must be of the most recent design of proven efficiency and include the following:
- (A) operate on a 3- or 5-gallon bag-in-the box (B.I.B.) design;
  - (B) be 5, 6, or 8 head, high volume machines with the capacity to dispense ice from FSV's ice maker;
  - (C) have the ability to dispense carbonated water;
  - (D) be equipped with locks and/or shut-off devices and filtered with a stainless steel, vented, double check valve backflow; and
  - (E) be equipped with separate water supply shut-off.
- 4.2.6 Syrup must be packaged in 3- or 5-gallon B.I.B. containers and sealed in accordance with any and all health and sanitary codes.
- 4.2.7 Carbon dioxide (CO<sub>2</sub>) tanks must be twenty (20) or fifty (50) pound capacity with capped faucet. Contractor must supply and refill tanks (to be paid for by FSV) throughout the life of the Contract.
- 4.2.8 All Beverage contact surfaces on Beverage Equipment must permit easy and full disassembly for routine cleaning and sanitizing.
- 4.2.9 At the time of installation, all Beverage coolers must be new, heavy-duty commercial, EnergyStar® qualified, and of the latest model available from a nationally known manufacturer.

### **4.3 Beverage Equipment - Beverage Vending Machines**

- 4.3.1 *Number and Location.* Contractor must supply, deliver and install no less than [insert #] Beverage vending machines at locations specified by MVSU. If any Beverage vending machine is found to be unprofitable, the parties will negotiate changing location or removing said machine. If any machine is to be relocated or removed, it will be relocated or removed by Contractor at its sole expense. Contractor may not add to or delete from the number of machines agreed upon without the prior written approval of MVSU.
- 4.3.2 *Technical Specifications.*
- (A) At the time of installation, each Beverage vending machine must be

new, heavy-duty commercial, and of the latest model available from a nationally known manufacturer.

- (B) Each Beverage vending machine must be installed with a non-resettable counter that correctly identifies the number of products dispensed and the amount of revenue received.
- (C) Each Beverage vending machine must accept coins and dollar bills and make change. Coin and bill accepters and changers must be Mars Electronics (MEI)/Conlux, Coinco®, or approved equal.
- (D) Each Beverage vending machine must include card readers that accept credit, debit and “smart” cards.
- (E) When three or more Beverage vending machines are placed together in one location, the machines must be compatible in terms of decor. The machines must be the same height to give uniformity of appearance, except as otherwise mutually agreed by MVSU.
- (F) Each Beverage vending machine must be user-friendly and EnergyStar® qualified.
- (G) Each Beverage vending machine must be marked with a prominent decal, sticker or other signage identifying the machine by number and giving the name and address of Contractor and a toll-free service and complaint number(s).

#### 4.3.3 *Installation.*

- (A) Contractor must coordinate the installation of its Beverage vending machines with the removal of equipment by the outgoing contractor to ensure a minimum period of time without service.
- (B) MVSU reserves the right to inspect and approve all Beverage vending machines prior to installation.
- (C) Contractor must deliver and install the Beverage vending machines within thirty (30) Days following the notice to commence performance.
- (D) At the reasonable request of MVSU, Contractor must move a Beverage vending machine or machines within forty-eight (48) hours of such request, at no expense to MVSU.

#### 4.3.4 *Products.*

- (A) Beverage vending machines must vend a variety of refrigerated soft drinks, real fruit beverages, and water in cans and plastic bottles. Subject to MVSU's approval, Contractor may also provide Beverage vending machines selling other Beverages.
- (B) Contractor must supply high quality, fresh merchandise. All products must comply with all applicable USDA and FDA regulations and standards. Products must be replaced with fresh product on or before the freshness expiration date stamped on the package.
- (C) All product containers must comply with applicable labeling Laws.

#### **4.4 Staff**

- 4.4.1 Contractor must provide an experienced and qualified Staff in numbers sufficient to ensure efficient, hygienic and orderly performance of the Beverage Services. Contractor's Staff must maintain proper standards of courtesy, service and professionalism in dealing with the MVSU community.
- 4.4.2 Contractor must promptly remove and replace any Staff member that MVSU, in its sole judgment, deems to be unsatisfactory, subject to compliance with applicable legal requirements and any collective bargaining agreements to which Contractor may be a party.
- 4.4.3 Contractor's Staff must observe MVSU's rules, regulations and policies, as well as all applicable provisions of this Contract. Failure to do so is grounds for MVSU to require temporary or permanent removal of a Staff member from the MVSU Location. Nothing in this Contract will be deemed to relieve Contractor from liability for any deficiencies in performance by Contractor's Staff.
- 4.4.4 Contractor's Staff must wear neat, clean and attractive uniforms appropriate to their positions while on duty. Contractor is responsible for all costs attendant to providing, cleaning and replacing such uniforms.
- 4.4.5 Contractor must designate an experienced and capable individual (the "Manager") who will be responsible at all times for implementation of this Contract. Manager will serve subject to approval by MVSU. Contractor must provide MVSU with the Manager's office telephone, facsimile, beeper and cell-phone numbers and e-mail address. Contractor must keep this information current at all times. In the absence of Manager, Contractor must designate an alternate Manager under the same terms and conditions. The intent of this provision is to give MVSU access at all times to an individual with full authority to make decisions on behalf of Contractor. Nothing in this section is intended to preclude MVSU from discussing matters relating to this Contract

with any of Contractor's Staff.

**4.5 Schedule.** Contractor must provide Beverage Services on a year-round basis, 24 hours-a-day, seven days-a-week.

**4.6 Service and Maintenance**

4.6.1 *Meetings with MVSU.* Contractor and representatives of the applicable FSV, VSV, MVSU will meet from time to time to discuss administration of this Contract, evaluation of the Beverage Services and such other matters as may arise.

4.6.2 *Preventative Maintenance.* Contractor must establish and abide by a preventative maintenance program for all Beverage Equipment.

4.6.3 *Service Calls.*

(A) *Fountain equipment.* Contractor must, at its own expense, maintain fountain equipment in good working order and must promptly make repairs. Contractor must maintain a 24-hour service hot-line, including weekends and holidays (excluding State and Federal holidays), for MVSU and FSV use. Contractor must arrive to service fountain equipment within four hours of placement of a service call. Contractor must maintain a log of all service calls received and the disposition of each. This log must be available for MVSU's review.

(B) *Coolers and vending machines.* Contractor must, at its own expense, maintain coolers and vending machines in good working order and must promptly make repairs. Contractor must maintain a 24-hour service hot-line, Monday through Friday (excluding State and Federal holidays), for MVSU, FSV and VSV use. Contractor must arrive to service coolers and vending machines within four hours of placement of a service call. Contractor must maintain a log of all service calls received and the disposition of each. This log must be available for MVSU's review.

4.6.4 *Replacement of Beverage Equipment.* Contractor must replace any Beverage Equipment that:

(A) cannot be returned to full service within seventy-two (72) hours of MVSU's or FSV's or VSV's first service call;

(B) has frequently recurring maintenance and/or mechanical problems (For purposes of this section "frequently recurring" means prompting six (6) or more service calls within thirty (30) Days.); or

(C) is reaching its rated service life.

Any replacement Beverage Equipment must be of equal or superior quality to the Beverage Equipment originally installed.

**4.7 Health, Wellness and Sustainability.** Contractor agrees to work with MVSU to support and implement beverage industry trends and best practices regarding healthy and nutritious beverage products, as well as campus awareness campaigns and initiatives related to sustainability.

## **Section 5 - ROYALTIES AND FINANCIAL REQUIREMENTS**

### **5.1 Royalties**

5.1.1 In consideration of the Beverage Services and Sponsorship rights granted to Contractor by MVSU under this Contract, Contractor agrees to pay MVSU an annual royalty in the amount of **[\$50,000.00]**. Such royalty shall be paid **[Annually]**. Royalty payments will be deemed to be earned evenly over the term of the Contract.

5.1.2 Contractor agrees to provide the following additional royalties to MVSU:

**[insert]**

**5.2 Form of Payment.** All payments made pursuant to this Contract must be made by electronic funds transfer or by check payable to MVSU, Office of the Vice President for Business & Finance/CFO, 14000 Highway 82 West, Box 7265 Itta Bena, MS 38941-1400.

5.2.1 Delinquent payments are subject to a late payment fee of one-and-one-half percent (1-1/2%) per month, or portion thereof, of any balance due.

5.2.2 Contractor must maintain complete, accurate and separate books of account together with appropriate, detailed, supporting data and documents, in accordance with generally accepted accounting principles, for all transactions relating to Beverage Services (the "Records").

5.2.3 MVSU or its auditors may inspect and review Records, and may require Contractor to furnish such other financial information related to the Beverage Services, as MVSU deems appropriate. In the event of any question as to the dollar amounts due MVSU or Contractor, the decision of MVSU's auditors will be final and binding upon both parties to this Contract.

5.2.4 The receipt or acceptance by MVSU of any statements furnished or payments

made hereunder to MVSU (or the cashing of any royalty or commission checks paid hereunder) shall not preclude MVSU from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by Contractor and the appropriate payment shall be made by Contractor.

**5.3 Meetings.** MVSU and Contractor will meet from time to time at either party's request to review reports, explain deficiencies, discuss problems and mutually agree on courses of action to improve the results of the Beverage Services.

**ATTACHMENT B: CURRENT FOOD AND VENDING SERVICE  
CONTRACTS**

- 1. Thompson Hospitality**
- 2. Delta Vending**

## ATTACHMENT C: SPECIALTY PRODUCTS

The below list is illustrative:

Naked Brand Food – Juice  
Glaceau Brand Vitamin Water  
V8 beverages  
POM 100% Pomegranate Juice  
Bolt House Farm Juices  
Organic Honest Tea  
Muscle Milk®  
Nesquick  
Coconut Waters  
Starbucks Bottled Coffee Drinks  
Bottled or canned milkshakes  
Bottled smoothies  
Welch's® grape juice  
Red Bull® or Other Energy Drinks

## ATTACHMENT D: SALES STATISTICS

The following are representative fiscal year 2015 MVSU sales statistics of: (1) standard cases of 24 plastic bottles of 20-ounce beverages; (2) cases of 12 ounce and other sized bottles and cans and (3) three and five gallon “bags in the box” of syrup.

### Number of Cases and Boxes of Three and Five Gallon Boxes of Syrup Sold for Fiscal Year 2015

#### Sales Tracking Report 19 - Customer/Item/Invoice

From 07/01/2013 thru 06/30/2014

Item	Pack	Size	Brand	Description	MPC Code	Qty
<b>435230 THC 082 MISS VALLEY STATE; 14000 HIGHWAY 82 W; ITTA BENA, MS 38941-1400</b>						
<b>738195</b>	<b>1</b>	<b>2.5GAL</b>	<b>FANTA</b>	<b>SYRUP ORANGE BIB</b>	<b>14770298</b>	
Invoice # 406060470						4
Invoice # 406160309						4
<b>0738195 SYRUP ORANGE BIB (Entries: 2)</b>						8
<b>4046330</b>	<b>10</b>	<b>100 CT</b>	<b>LIPTON</b>	<b>TEA HOT BAG BLK ENV</b>	<b>4.1E+09</b>	
Invoice # 401130231						
<b>4046330 TEA HOT BAG BLK ENV (Entries: 1)</b>						
<b>4090395</b>	<b>1</b>	<b>5 GAL</b>	<b>SPRITE</b>	<b>SYRUP SPRITE 5X1 BIB</b>	<b>9560010</b>	
Invoice # 312090222						3
Invoice # 312110233						1
Invoice # 402070314						2
Invoice # 403190165						2
Invoice # 404020398						2
Invoice # 404210293						1
Invoice # 405050266						1
Invoice # 405130256						2
Invoice # 406060470						4
Invoice # 406270238						2
<b>4090395 SYRUP SPRITE 5X1 BIB (Entries: 10)</b>						20
<b>4090593</b>	<b>1</b>	<b>5 GAL</b>	<b>COCACOL</b>	<b>SYRUP COKE CLASSIC 5X1 BIB</b>	<b>4250010</b>	
Invoice # 311180308						1
Invoice # 312090222						3
Invoice # 312110233						2
Invoice # 402070314						1
Invoice # 403190165						2
Invoice # 406060470						4
Invoice # 406230222						2
<b>4090593 SYRUP COKE CLASSIC 5X1 BIB (Entries: 7)</b>						15
<b>4138590</b>	<b>12</b>	<b>24 OZ</b>	<b>SAHAR B</b>	<b>DRINK MIX FRUIT PUNCH</b>	<b>50567</b>	
Invoice # 311080536						2
Invoice # 311150271						1

Invoice # 312090221						2
Invoice # 401130231						1
Invoice # 403240251						2
Invoice # 404210293						4
<b>4138590 DRINK MIX FRUIT PUNCH (Entries: 6)</b>						12
<b>4138632</b>	<b>12</b>	<b>24 OZ</b>	<b>SAHAR B</b>	<b>DRINK MIX LEMONADE</b>	<b>50547</b>	
Invoice # 311080536						2
Invoice # 401220242						1
Invoice # 402240229						2
Invoice # 404070342						4
Invoice # 405050265						3
Invoice # 406230222						4
<b>4138632 DRINK MIX LEMONADE (Entries: 6)</b>						16
<b>4273546</b>	<b>1</b>	<b>5 GAL</b>	<b>COCACOL</b>	<b>SYRUP COKE DIET 5.5X1 BIB X</b>	<b>4240010</b>	
Invoice # 401279020						2
Invoice # 402100170						1
<b>4273546 SYRUP COKE DIET 5.5X1 BIB X (Entries: 2)</b>						3
<b>5006448</b>	<b>1</b>	<b>5 GAL</b>	<b>COCACOL</b>	<b>SYRUP COKE ZERO 5X1 BIB</b>	<b>12930010</b>	
Invoice # 403240251						1
<b>5006448 SYRUP COKE ZERO 5X1 BIB (Entries: 1)</b>						1
<b>5022850</b>	<b>1</b>	<b>5GAL</b>	<b>HI C</b>	<b>SYRUP LEMONADE PINK POPPIN BIB</b>	<b>5020010</b>	
Invoice # 311180308						2
Invoice # 312090222						2
Invoice # 402070314						2
Invoice # 403050163						2
Invoice # 403170196						2
Invoice # 404210293						3
Invoice # 405130256						2
Invoice # 406021281						2
<b>5022850 SYRUP LEMONADE PINK POPPIN BIB (Entries: 8)</b>						17
<b>5656657</b>	<b>1</b>	<b>2.5GAL</b>	<b>ORCHBST</b>	<b>JUICE CRNBRY CKTAIL 4+1BIB</b>	<b>18700298</b>	
Invoice # 401300173						1
Invoice # 402070314						3
Invoice # 403170196						2
<b>5656657 JUICE CRNBRY CKTAIL 4+1BIB (Entries: 3)</b>						6
<b>5684618</b>	<b>3</b>	<b>1.5GAL</b>	<b>COFMATE</b>	<b>CREAMER COFFEE LIQ FRNCH VAN</b>	<b>5E+10</b>	
Invoice # 404070342						1
<b>5684618 CREAMER COFFEE LIQ FRNCH VAN (Entries: 1)</b>						1
<b>5689971</b>	<b>3</b>	<b>1.5GAL</b>	<b>COFMATE</b>	<b>CREAMER COFFEE LIQ ORIG BULK</b>	<b>5E+09</b>	
Invoice # 404070342						1
<b>5689971 CREAMER COFFEE LIQ ORIG BULK (Entries: 1)</b>						1
<b>5958855</b>	<b>1</b>	<b>2.5GAL</b>	<b>COCACOL</b>	<b>SYRUP CHERRY COKE BIB</b>	<b>5800298</b>	
Invoice # 405130256						2
Invoice # 406060470						2
<b>5958855 SYRUP CHERRY COKE BIB (Entries: 2)</b>						4
<b>5958863</b>	<b>1</b>	<b>2.5GAL</b>	<b>COCACOL</b>	<b>SYRUP COKE CLASSIC 5X1 BIB</b>	<b>4250298</b>	
Invoice # 405130256						2
<b>5958863 SYRUP COKE CLASSIC 5X1 BIB (Entries: 1)</b>						2
<b>5958897</b>	<b>1</b>	<b>2.5GAL</b>	<b>POWRADE</b>	<b>SYRUP LEMON LIME 5X1 BIB</b>	<b>2380298</b>	

Invoice # 311080536						5
Invoice # 311150273						2
Invoice # 311180308						6
Invoice # 312040256						6
Invoice # 312090222						6
Invoice # 401130231						10
Invoice # 401280193						10
Invoice # 402070314						
Invoice # 402100171						10
Invoice # 402170196						6
Invoice # 403030301						10
Invoice # 403170196						6
Invoice # 403240251						6
Invoice # 404110315						4
Invoice # 404140349						6
Invoice # 404210293						8
Invoice # 405080289						2
Invoice # 405300334						6
Invoice # 406060470						4
Invoice # 406160309						4
Invoice # 406230222						4
<b>5958897 SYRUP LEMON LIME 5X1 BIB (Entries: 21)</b>						121
<b>5960893</b>	<b>1</b>	<b>2.5GAL</b>	<b>SPRITE</b>	<b>SYRUP SPRITE 5X1 BIB</b>	<b>9560298</b>	
Invoice # 406160309						1
<b>5960893 SYRUP SPRITE 5X1 BIB (Entries: 1)</b>						1
<b>6588693</b>	<b>1</b>	<b>2.5GAL</b>	<b>FANTA</b>	<b>SYRUP STRAWBERRY BIB</b>	<b>14410298</b>	
Invoice # 406021281						2
<b>6588693 SYRUP STRAWBERRY BIB (Entries: 1)</b>						2
<b>6855167</b>	<b>1</b>	<b>5 GAL</b>	<b>FANTA</b>	<b>SYRUP STRAWBERRY 5X1 BIB</b>	<b>7160-RI</b>	
Invoice # 312090222						3
Invoice # 312110233						2
Invoice # 402070314						2
Invoice # 402240229						2
Invoice # 404210293						2
Invoice # 405130256						2
Invoice # 406060470						2
Invoice # 406160309						2
Invoice # 406230222						3
Invoice # 406270238						2
<b>6855167 SYRUP STRAWBERRY 5X1 BIB (Entries: 10)</b>						22
<b>6884464</b>	<b>1</b>	<b>5 GAL</b>	<b>FANTA</b>	<b>SYRUP ORANGE 5X1 BIB</b>	<b>14770010</b>	
Invoice # 312090222						2
Invoice # 312110233						2
Invoice # 402240229						2
Invoice # 404210293						2
Invoice # 406230222						3
<b>6884464 SYRUP ORANGE 5X1 BIB (Entries: 5)</b>						11
<b>7022130</b>	<b>1</b>	<b>2.5GAL</b>	<b>HI C</b>	<b>SYRUP FRUIT PUNCH FLSH 5X1 BIB</b>	<b>15560298</b>	
Invoice # 311110312						3
Invoice # 311200260						5
Invoice # 312090221						2
Invoice # 312090222						3
Invoice # 312110233						3

Invoice # 402070314						4
Invoice # 402240229						6
Invoice # 403170196						4
Invoice # 403190165						3
Invoice # 404210293						4
Invoice # 405130256						4
Invoice # 406021281						6
Invoice # 406060470						6
Invoice # 406160309						2
Invoice # 406230222						6
Invoice # 406270238						4
<b>7022130 SYRUP FRUIT PUNCH FLSH 5X1 BIB (Entries: 16)</b>						65
<b>7190721</b>	<b>1</b>	<b>2.5GAL</b>	<b>COCACOL</b>	<b>SYRUP COKE DIET 5X1 BIB</b>	<b>4240298</b>	
Invoice # 406021281						1
Invoice # 406060470						2
Invoice # 406230222						1
<b>7190721 SYRUP COKE DIET 5X1 BIB (Entries: 3)</b>						4
<b>8856122</b>	<b>1</b>	<b>5GAL</b>	<b>MINMAID</b>	<b>SYRUP LEMONADE BIB</b>	<b>16760010</b>	
Invoice # 311180308						2
Invoice # 312090222						2
Invoice # 312110233						2
Invoice # 401280193						2
Invoice # 402070314						4
Invoice # 402240229						2
Invoice # 403170196						2
Invoice # 403190165						1
Invoice # 404210293						2
Invoice # 405130256						2
Invoice # 406230222						4
<b>8856122 SYRUP LEMONADE BIB (Entries: 11)</b>						25
<b>8908832</b>	<b>1</b>	<b>2.5GAL</b>	<b>MINMAID</b>	<b>SYRUP LEMONADE BIB</b>	<b>16760298</b>	
Invoice # 406060470						4
<b>8908832 SYRUP LEMONADE BIB (Entries: 1)</b>						4
<b>435230 THC 082 MISS VALLEY STATE (Entries: 23)</b>						361

<b>578021 MISSISSIPPI VALLEY; 14000 HIGHWAY 82 W; ITTA BENA, MS 38941-1400</b>						
<b>130536</b>	<b>2</b>	<b>2 LT</b>	<b>NESCAFE</b>	<b>COFFEE LIQ COLOMBN DECAF FRZ</b>	<b>10000644</b>	
Invoice # 405300285						1
<b>0130536 COFFEE LIQ COLOMBN DECAF FRZ (Entries: 1)</b>						1
<b>5863584</b>	<b>1</b>	<b>5 GAL</b>	<b>POWRADE</b>	<b>SYRUP MOUNTAIN BLAST NON-CARB</b>	<b>2360010</b>	
Invoice # 312090224						
Invoice # 401130245						10
Invoice # 401270319						10
Invoice # 402070316						6
Invoice # 402100172						4
Invoice # 402170197						6
Invoice # 402240231						10
Invoice # 403100214						3
Invoice # 403170228						6
Invoice # 403240252						6
Invoice # 403310295						2
Invoice # 404020399						4

Invoice # 404080218	1
Invoice # 404140350	5
Invoice # 404210296	4
Invoice # 404280281	4
Invoice # 405050267	4
Invoice # 405080285	2
Invoice # 405080287	2
Invoice # 406021283	3
Invoice # 406090330	6
Invoice # 406160311	4
Invoice # 406230225	3
<b>5863584 SYRUP MOUNTAIN BLAST NON-CARB (Entries: 23)</b>	105
<b>6967590 1 2.5GAL POWRADE SYRUP MOUNTAIN BLAST SPORT BIB 2360298</b>	
Invoice # 311060251	10
Invoice # 311180309	12
Invoice # 312090224	6
<b>6967590 SYRUP MOUNTAIN BLAST SPORT BIB (Entries: 3)</b>	28
<b>8908909 2 2 LTR NESCAFE COFFEE LIQ CONC COLO RCH ROAST 2.8E+10</b>	
Invoice # 402070316	1
Invoice # 403120363	1
Invoice # 405300285	1
<b>8908909 COFFEE LIQ CONC COLO RCH ROAST (Entries: 3)</b>	3
<b>8908958 2 2 LTR NESCAFE COFFEE LIQ CONC COLMBN DCAF 10000643</b>	
Invoice # 403190166	1
<b>8908958 COFFEE LIQ CONC COLMBN DCAF (Entries: 1)</b>	1
<b>578021 MISSISSIPPI VALLEY (Entries: 5)</b>	138
<b>Report Total (151 Entries)</b>	499

**Sales Tracking Report 19 - Customer/Item/Invoice**

**From 07/01/2014 thru 06/30/2015**

Item	Pack	Size	Brand	Description	MPC Code	Qty
<b>435230 THC 082 MISS VALLEY STATE; 14000 HIGHWAY 82 W; ITTA BENA, MS 38941-1400</b>						
<b>738195</b>	<b>1</b>	<b>2.5GAL</b>	<b>FANTA</b>	<b>SYRUP ORANGE BIB</b>	<b>14770298</b>	
Invoice # 410030488						4
<b>0738195 SYRUP ORANGE BIB (Entries: 1)</b>						4
<b>1954502</b>	<b>12</b>	<b>32 OZ</b>	<b>ISLDOAS</b>	<b>DRINK MIX STRAWBERRY FRZN</b>	<b>20025</b>	
Invoice # 504200256						1
<b>1954502 DRINK MIX STRAWBERRY FRZN (Entries: 1)</b>						1
<b>4046330</b>	<b>10</b>	<b>100 CT</b>	<b>LIPTON</b>	<b>TEA HOT BAG BLK ENV</b>	<b>4.1E+09</b>	
Invoice # 412190377						
<b>4046330 TEA HOT BAG BLK ENV (Entries: 1)</b>						
<b>4090395</b>	<b>1</b>	<b>5 GAL</b>	<b>SPRITE</b>	<b>SYRUP SPRITE 5X1 BIB</b>	<b>9560010</b>	
Invoice # 409010235						2
Invoice # 409150251						2
Invoice # 412150256						1
Invoice # 504150454						1

<b>4090395 SYRUP SPRITE 5X1 BIB (Entries: 4)</b>						6
<b>4090593</b>	<b>1</b>	<b>5 GAL</b>	<b>COCACOL</b>	<b>SYRUP COKE CLASSIC 5X1 BIB</b>	<b>4250010</b>	
Invoice # 412150256						1
<b>4090593 SYRUP COKE CLASSIC 5X1 BIB (Entries: 1)</b>						1
<b>4130811</b>	<b>12</b>	<b>2 GAL</b>	<b>TWIST</b>	<b>DRINK MIX FRUIT PUNCH 2X1</b>	<b>4.3E+11</b>	
Invoice # 504130559						2
<b>4130811 DRINK MIX FRUIT PUNCH 2X1 (Entries: 1)</b>						2
<b>4138590</b>	<b>12</b>	<b>24 OZ</b>	<b>SAHAR B</b>	<b>DRINK MIX FRUIT PUNCH</b>	<b>50567</b>	
Invoice # 408040253						2
Invoice # 408220249						2
Invoice # 409010235						3
Invoice # 409170498						1
Invoice # 409190528						1
Invoice # 411110470						2
Invoice # 501210388						2
Invoice # 502110276						1
Invoice # 502160256						2
Invoice # 503200341						2
Invoice # 503230260						2
Invoice # 504130559						
Invoice # 505060301						3
Invoice # 506170392						2
<b>4138590 DRINK MIX FRUIT PUNCH (Entries: 14)</b>						25
<b>4138632</b>	<b>12</b>	<b>24 OZ</b>	<b>SAHAR B</b>	<b>DRINK MIX LEMONADE</b>	<b>50547</b>	
Invoice # 407210209						1
Invoice # 407300450						1
Invoice # 408220249						2
Invoice # 409150251						6
Invoice # 411110470						2
Invoice # 501210388						2
Invoice # 502160256						1
Invoice # 503200341						2
Invoice # 503230260						2
Invoice # 504130559						
Invoice # 504240463						3
Invoice # 505060301						3
Invoice # 506170392						2
Invoice # 506260480						2
<b>4138632 DRINK MIX LEMONADE (Entries: 14)</b>						29
<b>5022850</b>	<b>1</b>	<b>5GAL</b>	<b>HI C</b>	<b>SYRUP LEMONADE PINK POPPIN BIB</b>	<b>5020010</b>	
Invoice # 407140181						1
Invoice # 409150251						4
<b>5022850 SYRUP LEMONADE PINK POPPIN BIB (Entries: 2)</b>						5
<b>5656657</b>	<b>1</b>	<b>2.5GAL</b>	<b>ORCHBST</b>	<b>JUICE CRNBRY CKTAIL 4+1BIB</b>	<b>18700298</b>	
Invoice # 412050323						2
Invoice # 501190236						2
Invoice # 501260246						2
Invoice # 502040377						2
Invoice # 502230230						3
Invoice # 503230260						2
Invoice # 503300282						3
Invoice # 504060245						2
Invoice # 504130558						3

Invoice # 504240465						3
Invoice # 506010227						3
Invoice # 506220225						1
<b>5656657 JUICE CRNBRY CKTAIL 4+1BIB (Entries: 12)</b>						28
<b>5958897</b>	<b>1</b>	<b>2.5GAL</b>	<b>POWRADE</b>	<b>SYRUP LEMON LIME 5X1 BIB</b>	<b>2380298</b>	
Invoice # 407280131						4
Invoice # 408040254						6
Invoice # 408110228						6
Invoice # 409080292						4
Invoice # 410030488						6
Invoice # 412120411						
Invoice # 504150454						7
<b>5958897 SYRUP LEMON LIME 5X1 BIB (Entries: 7)</b>						33
<b>5960893</b>	<b>1</b>	<b>2.5GAL</b>	<b>SPRITE</b>	<b>SYRUP SPRITE 5X1 BIB</b>	<b>9560298</b>	
Invoice # 407140181						1
<b>5960893 SYRUP SPRITE 5X1 BIB (Entries: 1)</b>						1
<b>6588693</b>	<b>1</b>	<b>2.5GAL</b>	<b>FANTA</b>	<b>SYRUP STRAWBERRY BIB</b>	<b>14410298</b>	
Invoice # 409150251						4
Invoice # 410030488						4
<b>6588693 SYRUP STRAWBERRY BIB (Entries: 2)</b>						8
<b>6855167</b>	<b>1</b>	<b>5 GAL</b>	<b>FANTA</b>	<b>SYRUP STRAWBERRY 5X1 BIB</b>	<b>7160-RI</b>	
Invoice # 407140181						2
<b>6855167 SYRUP STRAWBERRY 5X1 BIB (Entries: 1)</b>						2
<b>7021987</b>	<b>1</b>	<b>2.5GAL</b>	<b>GLDPEAK</b>	<b>SYRUP TEA SWEET SOTHRN STY BIB</b>	<b>2240298</b>	
Invoice # 409150251						
<b>7021987 SYRUP TEA SWEET SOTHRN STY BIB (Entries: 1)</b>						
<b>7022130</b>	<b>1</b>	<b>2.5GAL</b>	<b>HI C</b>	<b>SYRUP FRUIT PUNCH FLSH 5X1 BIB</b>	<b>15560298</b>	
Invoice # 407140181						4
Invoice # 409150251						6
Invoice # 410030488						8
<b>7022130 SYRUP FRUIT PUNCH FLSH 5X1 BIB (Entries: 3)</b>						18
<b>7190721</b>	<b>1</b>	<b>2.5GAL</b>	<b>COCACOL</b>	<b>SYRUP COKE DIET 5X1 BIB</b>	<b>4240298</b>	
Invoice # 409150251						2
<b>7190721 SYRUP COKE DIET 5X1 BIB (Entries: 1)</b>						2
<b>7813436</b>	<b>6</b>	<b>28 CT</b>	<b>BIGELOW</b>	<b>TEA ASST 6 FLVR</b>	<b>15577</b>	
Invoice # 501160398						2
<b>7813436 TEA ASST 6 FLVR (Entries: 1)</b>						2
<b>8908832</b>	<b>1</b>	<b>2.5GAL</b>	<b>MINMAID</b>	<b>SYRUP LEMONADE BIB</b>	<b>16760298</b>	
Invoice # 409150251						6
Invoice # 410030488						4
<b>8908832 SYRUP LEMONADE BIB (Entries: 2)</b>						10
<b>435230 THC 082 MISS VALLEY STATE (Entries: 19)</b>						177

<b>578021 MISSISSIPPI VALLEY; 14000 HIGHWAY 82 W; ITTA BENA, MS 38941-1400</b>						
<b>130536</b>	<b>2</b>	<b>2 LT</b>	<b>NESCAFE</b>	<b>COFFEE LIQ COLOMBN DECAF FRZ</b>	<b>10000644</b>	
Invoice # 409010237						1
Invoice # 411070311						1
Invoice # 501120271						1

Invoice # 503230262						1
<b>0130536 COFFEE LIQ COLOMBN DECAF FRZ (Entries: 4)</b>						4
<b>5530217</b>	<b>1</b>	<b>2.5GAL</b>	<b>ORCHBST</b>	<b>JUICE PNAPL BIB</b>	<b>18660298</b>	
Invoice # 411110472						3
Invoice # 501190237						2
Invoice # 501260247						1
Invoice # 502040378						1
Invoice # 504130562						1
Invoice # 506010228						1
<b>5530217 JUICE PNAPL BIB (Entries: 6)</b>						9
<b>5656459</b>	<b>1</b>	<b>2.5GAL</b>	<b>ORCHBST</b>	<b>JUICE ORANGE 100% BLND</b>	<b>18650298</b>	
Invoice # 412050322						2
Invoice # 412150257						2
Invoice # 501190237						2
Invoice # 501260247						3
Invoice # 502040378						4
Invoice # 502230231						3
Invoice # 503110345						2
Invoice # 503160297						2
Invoice # 503230262						2
Invoice # 503300283						3
Invoice # 504060246						2
Invoice # 504130562						4
Invoice # 504270270						3
Invoice # 504290390						2
Invoice # 506010228						3
Invoice # 506080224						3
Invoice # 506150227						2
<b>5656459 JUICE ORANGE 100% BLND (Entries: 17)</b>						44
<b>5656624</b>	<b>1</b>	<b>2.5GAL</b>	<b>ORCHBST</b>	<b>JUICE APPLE 4+1</b>	<b>18730298</b>	
Invoice # 411110472						1
Invoice # 412050322						2
Invoice # 501190237						2
Invoice # 501260247						2
Invoice # 502040378						1
Invoice # 503230262						1
Invoice # 504060246						2
Invoice # 504130562						2
Invoice # 506010228						1
<b>5656624 JUICE APPLE 4+1 (Entries: 9)</b>						14
<b>5863584</b>	<b>1</b>	<b>5 GAL</b>	<b>POWRADE</b>	<b>SYRUP MOUNTAIN BLAST NON-CARB</b>	<b>2360010</b>	
Invoice # 407070173						2
Invoice # 407140183						2
Invoice # 407280132						4
Invoice # 408040257						4
Invoice # 408110229						4
Invoice # 408180234						3
Invoice # 408250226						6
Invoice # 408290463						4
Invoice # 409050445						8
Invoice # 409080293						2
Invoice # 409150252						10
Invoice # 410030490						3
Invoice # 410130242						4

Invoice # 410200208						4
Invoice # 412150257						2
Invoice # 504150455						10
<b>5863584 SYRUP MOUNTAIN BLAST NON-CARB (Entries: 16)</b>						72
<b>7065776</b>	<b>1</b>	<b>2.5GAL</b>	<b>GLDPEAK</b>	<b>SYRUP TEA CONC UNSWT BLK PREM</b>	<b>52090298</b>	
Invoice # 409160372						4
<b>7065776 SYRUP TEA CONC UNSWT BLK PREM (Entries: 1)</b>						4
<b>8908909</b>	<b>2</b>	<b>2 LTR</b>	<b>NESCAFE</b>	<b>COFFEE LIQ CONC COLO RCH ROAST</b>	<b>2.8E+10</b>	
Invoice # 409010237						1
Invoice # 411070311						1
Invoice # 501120271						1
Invoice # 503230262						1
<b>8908909 COFFEE LIQ CONC COLO RCH ROAST (Entries: 4)</b>						4
<b>8908958</b>	<b>2</b>	<b>2 LTR</b>	<b>NESCAFE</b>	<b>COFFEE LIQ CONC COLMBN DCAF</b>	<b>10000643</b>	
Invoice # 409010237						
<b>8908958 COFFEE LIQ CONC COLMBN DCAF (Entries: 1)</b>						
<b>578021 MISSISSIPPI VALLEY (Entries: 8)</b>						151
<b>Report Total (128 Entries)</b>						328

**Sales Tracking Report 19 - Customer/Item/Invoice**

From 07/01/2014 thru 06/30/2015

Item	Pack	Size	Brand	Description	MPC Code	Qty
<b>435230 THC 082 MISS VALLEY STATE; 14000 HIGHWAY 82 W; ITTA BENA, MS 38941-1400</b>						
<b>8108847</b>	<b>24</b>	<b>.5LTR</b>	<b>PURLIFE</b>	<b>WATER PURIFIED</b>	<b>11476557</b>	
Invoice # 503230260						24
Invoice # 504150454						25
Invoice # 506010227						10
<b>8108847 WATER PURIFIED (Entries: 3)</b>						59
<b>435230 THC 082 MISS VALLEY STATE (Entries: 1)</b>						59
<b>Report Total (3 Entries)</b>						59

Product Type	Package	Thompson		Vending		Bookstore		Athletics	
		7/2013-6/2014	7/2014-6/2015	7/2013-6/2014	7/2014-6/2015	7/2013-6/2014	7/2014-6/2015	7/2013-6/2014	7/2014-6/2015
20oz Bottles	Cases	491	489	1195	932	520	733		
1 Liter Water	Cases					40	83		
20oz Water	Cases	290	195			93	119		
16oz Water	Cases					20	22		
12oz Water	Cases	163	124			24	23		
20oz Enhanced Water	Cases					34	30		
16.9oz Sparkling Water	Cases					15			
20oz Sports Drink	Cases	226	186	71	97	340	384		
32oz Sports Drink	Cases					524	486		
12oz Sports Drink	Cases		27						
16oz Energy Drinks	Cases	21	21	9	8	28	31		
Coffee Flavor Drinks	Cases								
15.2oz Juice	Cases	134	57	22	18	333	521		
10oz Juice	Cases	42	11						
12oz Cans	Cases	105	182	71	100	10	27		
1 Liter Bottles	Cases					216	258		
18.5oz Tea	Cases		29			89	123		
23oz Can Tea	Cases	35	0			90	75		
16.9oz Juice Drink	Cases					41	30		
Prot Drink	Cases		2						
8pk Sport Drink Powder	Cases							10	2
16oz V8	Cases	9	0			102			
2 liter	Cases					81	101		
2.5 Gallon Syrup	Gallons	2605	4028			768	270		
5 Gallon Syrup	Gallons	760	630			575	90		
		<b>4881</b>	<b>5981</b>	<b>1368</b>	<b>1155</b>	<b>3943</b>	<b>3406</b>	<b>10</b>	<b>2</b>
ARTM	Gallons	768	270						
ARTM	Gallons	575	90						

2014 Total Units	10202
2015 Total Units	10544

*These numbers are given as a guide only and are not a guarantee of future volume or sales.*

**ATTACHMENT E: LIST OF BEVERAGES TO BE PROVIDED TO MVSU**

**Use the following chart or provide a list with comparable information:**

<i>Name of Product</i>	<i>Package Size</i>	<i>Low/Zero Calorie</i>	<i>Low/Zero Sugar</i>	<i>Real Fruit</i>	<i>Other “healthy” characteristics (explain)</i>

## ATTACHMENT F: REFERENCE FORM

ITEM	PROPOSER RESPONSE
PROPOSER NAME:	
CLIENT FOR WHOM SERVICES WERE PERFORMED:	
CONTACT NAME:	
PHONE NUMBER:	
E-MAIL ADDRESS:	
NATURE OF CLIENT'S BUSINESS:	
DATES DURING WHICH SERVICES WERE PROVIDED TO CLIENT:	
COMPLEXITY OF CLIENT'S BUSINESS (REVENUES, NUMBER OF LOCATIONS ETC.)?	
STAFF PROPOSED TO WORK ON CUNY'S PROJECT THAT WORKED FOR THIS CLIENT:	

## ATTACHMENT G: FINANCIAL PROPOSAL

I. Upfront one-time Signing Bonus \$\_\_\_\_\_

II. Guaranteed Annual Royalty Payment (non-volume related)

7-Year Option: \$\_\_\_\_\_

10-Year Option: \$\_\_\_\_\_

III. Additional Annual Per Case Royalty – If this royalty will increase from Contract year to Contract year, provide a chart for each year of the Contract.

### 7 – YEAR OPTION

12 oz cases

\$\_\_\_\_\_ per case on 0 to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases

16 oz cases

\$\_\_\_\_\_ per case on 0 to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases

20 oz cases

\$\_\_\_\_\_ per case on 0 to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases

Other

### 10 – YEAR OPTION

12 oz cases

\$\_\_\_\_\_ per case on 0 to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
\$\_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases

16 oz cases

\$ \_\_\_\_\_ per case on 0 to \_\_\_\_\_ cases  
 \$ \_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
 \$ \_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
 \$ \_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases

20 oz cases

\$ \_\_\_\_\_ per case on 0 to \_\_\_\_\_ cases  
 \$ \_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
 \$ \_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases  
 \$ \_\_\_\_\_ per case on \_\_\_\_\_ to \_\_\_\_\_ cases

Other

**IV. Other Royalties and consideration. Use additional sheets if necessary. Include:**

- Promotional products/programs to be offered;
- A proposal for using MVSU Marks and suggested sponsorship activities, including but not limited to MVSU Athletic sponsorship;
- Any other marketing promotions, such as banners, scoreboards, etc.;
- Career development program, including internships;
- Scholarships; and
- Any discounts, incentives or other financial or other consideration that Proposer wishes to offer.

**V. Wholesale Pricing Structure & Commitment**

Provide a minimum of a 2-year pricing structure for all beverages and any other proposed items, such as cups, lids and CO<sup>2</sup>, to be purchased by FSVs and VSVs. Include specific pricing commitment and incentives. Include a copy of National Account or Standard Wholesale price lists. You may use the form below or provide your own form, but include at least the information listed below. For years 3-7, or 3-10 describe proposed price escalation plan.

<b>PRODUCT</b>	<b>PACKAGE</b>	<b>COST</b>
Carbonated Beverage	12 oz. cans	\$ _____/case of 24
	20 oz. bottles	\$ _____/case of 24
	1 liter bottles	\$ _____/case of 12
	2 liter bottles	\$ _____/case of 12
Tea	12 oz. cans	\$ _____/case of 24
	16 oz. bottles	\$ _____/case of 12
	20 oz. bottles	\$ _____/case of 24
Juice/Juice Drinks	12 oz. cans	\$ _____/case of 24

	16 oz. bottles	\$ _____/case of 12
	20 oz. bottles	\$ _____/case of 24
Water	12 oz. bottles	\$ _____/case of 24
	20 oz. bottles	\$ _____/case of 24
	1 liter bottles	\$ _____/case of 12
Syrup	5 gallon BIB	\$ _____/container
Cups	16 oz.	\$ _____/case of _____
	21 oz.	\$ _____/case of _____
	24 oz.	\$ _____/case of _____
	32 oz.	\$ _____/case of _____
Lids	16 oz.	\$ _____/case of _____
	21 oz.	\$ _____/case of _____
	24 oz.	\$ _____/case of _____
	32 oz.	\$ _____/case of _____
Carbon dioxide and carbon dioxide canisters	_____	\$ _____/canister
Other (Specify)		

## ATTACHMENT H: PROPOSER INFORMATION AND CERTIFICATIONS

(Please submit this with your Volume II: Contract Proposal)

**PROJECT TITLE: “MVSU Pouring Rights”**

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### **I. PROPOSER INFORMATION**

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ - \_\_\_\_\_

TELEPHONE : (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Proposer’s Federal Identification Number (FIN): \_\_\_\_\_

- Please indicate below the name, title, address, and telephone/fax numbers of the person who prepared this proposal, as well as any other individual(s) with authority to negotiate and contractually bind the offerer and also who may be contacted during the period of proposal evaluation:

Preparer’s Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Other Authorized Individual(s):

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**II. PROPOSER CERTIFICATIONS**

By signing below, I, \_\_\_\_\_, an authorized individual  
(NAME)

of \_\_\_\_\_, make the following certifications  
(FIRM)

regarding the subject proposal:

- 180-Day Offer: This proposal is a firm offer for a 180-day (or more) period from the date of submission.
- M/W/DBE Status - **check all that apply** (NOTE: If you, or any sub-consultant, are claiming status as a certified minority-owned or women-owned business enterprise in Mississippi, you may be asked to produce copies of documentation of your status):

- Minority-Owned
- Women-Owned
- Neither of the above

Signature: \_\_\_\_\_

**III. ACCEPTANCE OF AGREEMENT\***

By signing below, I, \_\_\_\_\_, authorized individual  
(NAME)

of \_\_\_\_\_ hereby (ACCEPT/DO NOT ACCEPT) (circle one)  
(FIRM)

all the Terms and Conditions of Contract contained **Attachment A** to this Request for Proposals.

Signature: \_\_\_\_\_  
(NAME OF ACCEPTOR)

\* Any exceptions or deviations taken must contain sufficient amplification and justification to permit evaluation. The benefit to MVSU shall be explained for each exception taken. **List any exceptions on a separate sheet(s) of paper and attach to this form.** Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. However, a large number of exceptions - or one or more significant exceptions not providing benefit to MVSU - may result in rejection of such proposal as unacceptable.