



SHEPHERD
UNIVERSITY

May 1, 2026

Shepherd University is soliciting proposals to establish a contract for exclusive and comprehensive beverage pouring and vending rights for the University. Additionally, vendors are invited to provide options for snack vending services across campus as part of a unique snack food vending contract or in addition to the core beverage vending contract. The snack vending contract may work in conjunction with pouring rights agreements to provide certain beverages that may not be offered with the base beverage contract.

Attached, please find the University's Request for Proposal No. SU27-01. Please note that all responses are due no later than 4:00 PM local time on May 28, 2026:

Shepherd University Procurement Services
L18A Ikenberry Hall
PO Box 5000
Shepherdstown, WV 25443
Attn: Debra Langford

The following pages provide important information to support a responsive proposal. Shepherd University solicits specific ideas, programs and commitment to realize unique opportunities and to establish a successful partnership. Thank you for your interest in Shepherd University. If you have any questions, email me directly at dlangfor@shepherd.edu

Debra Langford
Executive Director of Procurement

REQUEST FOR PROPOSALS
FOR
EXCLUSIVE COMPREHENSIVE BEVERAGE POURING
AND
BEVERAGE VENDING RIGHTS CONTRACT
WITH OPTIONS FOR SNACK VENDING

Issued by:

Shepherd University
Procurement Services

May 2026

SECTION 1 - INSTRUCTIONS TO BIDDERS

1.1 SCOPE OF WORK WITH MANNERS TO RESPOND AND GOALS OF CONTRACT

Shepherd University intends to establish a contract(s) for an official beverage and vending provider(s) for the University. The information provided herein is intended to assist Proposers to respond properly to this request for proposal. The RFP provides interested Proposers with sufficient basic information to submit proposals that meet minimum requirements. However, it is not intended to limit a proposal's content or to exclude any relevant or essential data. Respondents are encouraged to include additional information that will substantiate service capability, product quality, and commitment.

Proposers may respond in four ways:

- 1) respond to both beverage pouring rights and vending including beverages and snacks;
- 2) respond to beverage pouring rights and beverage vending only;
- 3) pouring rights only, forgoing beverage and snack vending;
- 4) respond to snack vending only (with potential options to provide certain approved beverages that are not part of a base beverage vending agreement).

The goal of this solicitation is for Shepherd University to contract with a partner that highly values relationships that meet the overall strategic objectives of the campus community. This process seeks to establish a contract meeting the following objectives:

1. Provides a beverage vending environment that supports the needs of the campus community, particularly with respect to after-hours availability.
2. Provides financial support for key campus programs including Athletics, Card Operations, Student Success, and cost recovery for key campus programming. The University is currently planning for multiple facility upgrades. The University would invite sponsorship opportunities to help offset some or all of these improvements.
3. Works collaboratively with the University Dining Services and the Bookstore.
4. Integrates with, and fosters the use of, the Rambler Card Program through the provision of card readers in each machine as well as emerging payment technology (including mobile devices).
5. Uses products support the goals of Wellness on campus by providing the greatest possible percentage of health-conscious beverages that are consistent with this type of market.
6. A partner that has a proven track record of refilling machines, fulfilling equipment maintenance, and responding to customer requests in a timely and professional manner.
7. A partner that will effectively market the beverage vending program to the campus community. The University intends to improve beverage service and increase net revenues by maximizing the availability of product, offering marketing and sales

opportunities, and developing strategies that benefits the University and the beverage provider.

1.2 PROPOSAL SUBMISSION

Proposals shall be enclosed in a sealed envelope and shall be identified as a "Request for Proposals" including the RFP number (SU27-01), and the RFP opening time (4:00) and date (May, 28, 2026). The vendor, by making a proposal, represents that: (a) the vendor has read and understands the RFP terms and conditions, and the proposal is made in accordance therewith; and (b) the proposals is based upon the merchandise and specified or an acceptable equivalent.

The envelope shall be addressed to Shepherd University Procurement Services, L18A Ikenberry Hall, 301 N King St, PO Box 5000, Shepherdstown, WV 25443, and must be physically received by the aforesaid office on or before May 28, 2026 at 4:00 PM (EST).

Proposals received after the time and date for the proposal opening will be returned unopened. The vendor shall assume full responsibility for timely delivery at the location designated for receipt of proposals. Oral, telephonic, facsimile, or telegraphic bids are invalid and will not receive consideration.

The proposal(s) must be signed by such individual or individuals who have full authority from the vendor to enter into a binding contract on behalf of the vendor so that a contract may be established as a result of acceptance of the proposal submitted. By reference, the terms and conditions set forth in the Request for Proposal shall be incorporated into the contract terms and conditions. No other terms and conditions will apply unless submitted as a part of the proposal(s) response and accepted by the University.

The proposal(s) shall include everything for the vendor to provide the service and the product included in the document. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly.

1.3 OFFER ACCEPTANCE PERIOD

The Proposal(s) (offer) shall remain in effect for a minimum period of one hundred twenty (120) calendar days from the proposal opening date unless otherwise indicated.

1.4 PROPOSAL COPIES

One signed original and completed Response, and seven (7) copies shall be submitted to the University along with one electronic copy in a non-editable format (within a portable storage device).

1.5 REQUEST FOR BID SCHEDULE

- May 1, 2026: Request for Proposal is issued
- May 12, 2026: Pre-Proposal Conference and Site Visit at 9:00 AM in the Cumberland Room at the Student Center on the Shepherd University Campus. RSVP attendance to dlangfor@shepherd.edu
- May, 28, 2026: Proposal Due at 4:00 PM
- Target Dates:
- June 4, 2026: Vendor On-Site Presentations as needed
- June 8, 2026: Evaluation Complete and Notification of Winning Bids
- June 12, 2026: Completed Agreement and Contract
- July 1, 2026: Contract Effective

1.6 INQUIRIES

Communications with employees of Shepherd University concerning this RFP by the proposer or on behalf of the proposer, except as specified below would not be appropriate during the submission and selection processes. **Failure to comply with this requirement may disqualify a proposer.**

All inquiries concerning this request shall be submitted in writing to:

Shepherd University Procurement Services
L18A Ikenberry Hall
301 N King Street
PO Box 5000
Shepherdstown, WV 25443
Attn: Debra Langford, Executive Director
Dlangfor@shepherd.edu

Vendors shall consider Procurement Services as the first and only point of contact on all matters related to the procedures associated with this RFP. If additional information is needed from any source, Procurement Services will work with the vendor and the various offices of the University to gather that information.

Procurement Services can also be reached by:

Telephone: (304) 876-5216
Facsimile: (304) 876-5001

But no substantive information will be provided to vendors verbally or on an individualized basis.

1.7 INTERPRETATION, CORRECTIONS, OR CHANGES IN RFP

Any interpretation, correction or change in the RFP will be made by formal addendum by the University. No vendor may rely upon any verbal interpretation, corrections, or changes to the RFP by any person, nor any written interpretation, correction or change from any source other than the Office of Procurement Services.

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSAL

At any time prior to the specified time and date set for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such notice shall be in writing over the signature of the proposer as set forth under paragraph 1.2 above and shall be received prior to the designated time and date for receipt of proposals. A modification shall be worded so as not to reveal the amount or contents of the original proposal.

1.9 ERASURES AND INTERLINEATIONS

Erasures, interlineations, or other changes in the proposal must be initialed by the person(s) signing the bid.

1.10 REJECTION OF PROPOSAL

The University expressly reserves the right to reject any or all proposals, reissue a Request for Proposals, and to waive informalities, or minor irregularities and discrepancies.

1.11 ACKNOWLEDGMENT OF AMENDMENTS OF RFP

Receipt of an addendum to this RFP must be acknowledged by a proposer on the Proposal Response Certificate (Attachment A).

1.12 VENDOR REGISTRATION

Prior to any award for purchases exceeding \$25,000 or an open-end contract, the apparent successful proposer must be properly registered with the West Virginia Department of Administration, Purchasing Division, and have paid the required vendor registration fee. At this time, the registration fee is \$125.00. Proposers are encouraged to not pay this fee until such time that they are notified by Shepherd University of intent to award contract.

1.13 NON-FUNDING

All service performed or goods delivered under this contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

1.14 PAYMENTS AND INTEREST ON LATE PAYMENTS

Payment may only be made after the delivery and acceptance of goods or services. Shepherd University will not pay interest on late payments.

1.15 TAX EXEMPTION

The State of West Virginia, the Higher Education Policy Commission, and Shepherd University are exempt from federal and state taxes and will not pay or reimburse such taxes.

1.16 PROPOSAL PRICE

The prices submitted in the proposal shall include everything necessary for the completion of the contract including, but not limited to, all service and delivery of merchandise, pricing for all items requested, and information related to initiatives or sponsorships as requested.

The University may reject an offer if it is materially unbalanced as to process for the basic requirements. An offer is unbalanced when it is based on prices significantly less than cost for some items and prices that are significantly overstated for other items.

1.17 AWARD OF CONTRACT

The award shall be made by the University to the responsible vendor whose proposal will be most advantageous to the University with respect to price, conformance to specifications, quality, and other factors as evaluated by the University.

1.18 TERM OF AGREEMENT

Upon successful negotiations, the term of the agreement with the successful proposer will be from July 1, 2026 through June 30, 2036. The contract may be renewed for three (3) additional one-year terms from July 1, 2036 through June 30, 2039.

1.19 PRE-PROPOSAL MEETING

There will be a pre-proposal conference and site visit starting at 10:00 AM on Tuesday, May 12, 2026 in the Robert C Byrd Center for Congressional History and Education. The address for the meeting on campus is 213 N King St., Shepherdstown, WV 25443. Reservations for the conference can be arranged by emailing Debra Langford at dlangfor@shepherd.edu Parking can take place in the parking lots between the Byrd Center CHE and the Facilities Building as per the location map at [location-map-1718.pdf](#).

1.20 PROPOSAL CONFIDENTIALITY

Ownership of all data, material and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University and be subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subjected to public disclosure under the West Virginia Freedom of Information Act; however, the Proposer must invoke the protections of Article 1 Chapter 29B of the Code of West Virginia, in writing, either before or at the time the data or other material is submitted.

If the response contains any trade secrets that should not be disclosed to the public or used by the University for any purpose other than evaluation of your proposal, the top of each set of such information must be marked with the following legend:

“CONFIDENTIAL INFORMATION”

All information submitted as part of the proposal must be open to public inspection (except items marked as trade secrets and considered trade secrets pursuant to the State of West Virginia law after the award has been made). Should a request be made of the University for information that has been designated as confidential by the Vendor and, on the basis of that designation the University denies the request for information, the Vendor may be responsible for all legal costs necessary to defend such action if the denial is challenged in a court of law.

1.21 DEFINITIONS USED

Definitions that are used in the proposal document, whether used in singular or plural, shall have the following meanings:

Athletic Department means the Department of Intercollegiate Athletics of Shepherd University.

Cash Rights Fee means the cash payment offered by a Proposer to obtain **exclusive soft drink pouring rights** at Shepherd University over the time period covered by this contract.

Comprehensive Vending Alternative means the proposer's offer to install and operate beverage and/or snack vending machines on Shepherd University's campus according to the terms and conditions as provided for in this RFP. A vendor bidding on pouring rights may choose not to provide snack vending. A vendor may choose to only bid on snack vending.

Contract means the written contractual agreement that will be entered into by the University and the successful Proposer for EXCLUSIVE BEVERAGE POURING AND VENDING RIGHTS.

Contract Period means consecutive years up to ten (10) years beginning on July 1, 2026 and ending up to June 30, 2036 with the option to renew for three (3) additional one-year periods from 2036 to 2039.

Card Readers means credit card reading devices that may also be programmed to accept the University's Rambler card as a means of payment.

Dining Service and Classroom Venues means the dining service facilities and classroom facilities.

Equipment and Service means the equipment utilized to dispense, distribute, and vend all beverage and snack products and the service provided in order to maintain product, maintain equipment, and repair said items and shall include any services described therein.

Exclusive Soft Drink Pouring Rights means the exclusive right to designate the brand of Soft Drink and Isotonic Beverages to be poured, served, sold, vended, dispensed or otherwise made available on campus by Shepherd University. This includes facilities owned by the University. This does not include private, non-University activity occurring on University property.

Fiscal Year means a consecutive twelve (12) month period commencing on July 1 and ending on June 30.

Isotonic Beverages means beverages commonly referred to as "sport drink" beverages.

Official Sports Drink Designation Fee means the cash payment offered by a Proposer for the right to designate its isotonic beverage as the "Official Sports Drink" of Shepherd University Athletics.

Proposal means the document submission that each Proposer presents or offers to Shepherd University.

Proposer means an entity submitting a proposal in response to this RFP in accordance with the requirements specified herein.

Procurement means the Office of Procurement Services for Shepherd University.

Rambler Card Office means the administrative office that manages the University's campus declining one-card program.

RFP means the Request for Proposal requested herein.

Soft Drink Beverages means all carbonated and non-carbonated soda and bottled or canned beverages including waters, teas, juices, coffee, energy drinks, and isotonic beverages. Exceptions may include, but are not limited to: milk, tap water, hot brewed beverages (including coffee, cappuccino, and hot chocolate), dispensed iced coffees and certain flavored teas, specialty non-competing juices and enhanced or flavored dispensed waters, and all alcoholic and non-alcoholic beer, liquor, and wine beverages.

Snacks mean all vended salty snacks, cookies, candy bars, crackers, pastries, gum, nuts and other vended food items.

Sponsorship Opportunities means any, all, or any combination thereof, of the sponsorship opportunities specified that are being offered by Shepherd University.

Shepherd or the University means Shepherd University

Shepherd University Recreation means intramurals, open recreation, and recreation facilities.

Shepherd University Recreation and Athletic Department Venues means the athletic facilities specified.

Shepherd University Campus means all University owned/leased acreage including, but not limited to any and all athletic facilities, business offices, residence halls, classrooms, classroom laboratories, restaurants, dining halls, concession areas, retail food outlets, convenience stores, student centers, and any and all other buildings or facilities which currently comprise Shepherd University campus or which may be acquired or constructed during the term of this agreement and which are operated by or in conjunction with the campus.

Vending Venues means all soft drink beverage and snack vending machines specified.

1.22 ACCEPTABLE PROPOSALS

The University shall only consider Proposals from financially responsible firms presently engaged in the business of manufacturing, distributing or selling, or licensing the right to manufacture, distribute or sell Soft Drink Beverages and vended snacks available on a nationwide basis and providing support services in conjunction therewith. Exceptions can be made for regional vendors submitting a proposal for option #4, snack vending only.

1.23 CERTIFICATION OF INDEPENDENT OFFER DETERMINATION

By submitting a proposal, the Proposer certifies, and in the case of a joint proposal, to its own firm, that in connection with this RFP:

- A. Independent Offer: The proposal has been submitted independently, without consultation, communication or contract with any competitor for the purpose of restricting competition, and;
- A. Offer Disclosure: Unless otherwise required by law, the offer cited in this RFP has not been and will not be knowingly disclosed by the Proposer prior to opening directly or indirectly to any other Proposer; and
- B. Restriction of Competition: No attempt has been made, nor will be made by the Proposer, to induce another person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.24 CONFLICT OF INTEREST

It is the policy of Shepherd University to keep separate an employee's University and private interests, and to safeguard the University and its employees from charges of favoritism in the acquisition of goods and services.

All vendors who seek to do business with the University must disclose any known potential conflicts of interest between its staff and employees, officers or Board members of Shepherd University.

1.25 UNRELATED BUSINESS INCOME TAXES (UBIT)

Due to the strict interpretation of Unrelated Business Income Taxes (UBIT), the awarded proposer will indemnify Shepherd University for any Unrelated Business Income Taxes the Internal Revenue Service has deemed Shepherd University would be responsible for paying. Therefore, the awarded proposer will be responsible for the monetary amount due to the University if any taxes become due and owing as deemed by the Internal Revenue Service.

1.26 MULTIPLE PROPOSALS

Multiple proposals from a vendor will be permissible. However, each proposal must conform fully to the RFP submission requirements. Each proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition proposals do not constitute multiple proposals.

SECTION 2 - INSTRUCTIONS FOR PREPARING PROPOSALS

2.1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items and sequence as presented in paragraph 2.2, RFP Response Outline. Paragraph 2.2 outlines the minimum requirements and packaging for the preparation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straightforward manner.

Proposers are expected to examine the entire Request for Proposals, including all specification, standard provision and instructions. Failure to do so will be at the proposer's risk. Each proposer shall furnish the information required by the invitation. It is required that proposal entries be typewritten. Periods of time, stated in number of days, in this request or in the proposer's response, shall be in calendar days. Please propose your best price on each item and provide as much information as necessary to fully complete information on the items that have been requested.

Proposals should be submitted on 8 ½ x 11-inch paper bound securely. Proposals must be organized and presented in the order and by the number assigned in the RFP document. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections, which should be submitted or responded to, are listed in order below:

2.2 RFP RESPONSE OUTLINE

- A. **Response Sheet and Cover Page:** The Proposal Response Certification (Attachment A) and cover page shall be attached to the front of the proposal and shall contain the proposer's certification of the submission. Attachment A should appear first with the cover page including an introduction. The proposal documents shall be signed by an official who has full authority to enter into a contract.
- B. **Background and History:** Describe the company's history including age, organization, and operating policies which affect this Contract. State the number of years the organization has been continuously engaged in providing the relevant proposed services, particularly within the Higher Education market. Please provide historical background and capabilities of the proposer with specific emphasis placed on the proposer's ability and experience in providing the proposed offering of Soft Drink Beverages, Vending Alternatives, dispensed Soft Drink Beverages, and/or snacks on a University campus. Provide examples of related support services to institutions of comparable size and complexity to Shepherd University's venues including Dining Services. Please include this information as identified in Attachment B.
- C. **Organization Information:** Detail the company's officers and partners, number of employees, and operating policies that affect this contract. Give particular specificity to the credentials and experiences of the team of company officers who will directly serve and support operations and marketing on Shepherd's campus on a consistent basis. If the company is a corporation, provide date of incorporation and the President's name. If other than a corporation or partnership, please describe organization and name of principals. Please provide this information on Attachment C. If additional information is required, please attach additional sheets.

- D. Desired and Value-Added Financial Items: Provide a written response for each item identified below in order. If an offer is not available for a particular items, please indicate "No" or "None," or explain in detail. Please provide the appropriate attachment document as identified below in the following Attachments.

Cash Rights Fee-Attachment D

Cash Rights Fee for Exclusive Soft Drink Pouring Rights at Shepherd University. Submit a Cash Rights Fee Proposal for a Ten (10) Year Contract.

- E. Official Sports Drink Designation Fee-Attachment E
Sponsorship Fee for Right to use the Designation for Proposers Isotonic Drink as "The Official Sports Drink of Shepherd University Athletics. Submit a Sponsorship Fee Proposal for a Ten (10) Year Contract.

- F. Comprehensive Vending Alternative/Partnership-Attachment F
Proposer may provide on one of the following:

1. Beverage and/or snack vending in addition to Exclusive Pouring Rights (indicated if vendor is declining to provide snack vending)
2. Exclusive Pouring Rights Only
3. Snack vending only with potential to vend certain bottled beverages that are not part of the Exclusive Pouring Rights contract.
4. Comprehensive Snack Vending Services, Alternatives, or Partnership

- G. Product Pricing and Soft Drink Beverage/Snack List - Attachment G
Pricing of non-vended soft drink beverages (paid by Shepherd or through dining and bookstore partner) and commission percentage paid on vended soft drink beverages and snacks (if proposed) as specified in Attachment E. The pricing provided will be the amount Shepherd University will be permitted to purchase soft drink products at or below the prices listed. The University soft drink contract pricing shall not exceed these prices as a result of the RFP submitted and the resulting Exclusive Soft Drink Pouring Beverage/Snack Vending Rights Contract. Vending commissions paid to Shepherd University shall be at or above commissions as listed in Attachment E. The University's dining and bookstore partners may purchase beverage products for those areas. The price paid by those partners should be the lessor of the University contracted price, from this proposal, or the company negotiated national contract pricing with successful bidder.

- H. Equipment and Service - Attachment H

Providing state of the art equipment and service consistent with the items identified in Attachment H. Please include the following responses related to equipment services.

- Cleaning and flushing pre-mix beverage equipment;
- 24-hour, 7 day per week, toll free telephone number for equipment support service and instructions for requesting emergency repair and expected response times.
- Delineate the procedure to respond to vending mechanical issues for beverages and snack (through partner if needed).

I. Vending - Attachment I

Snack and beverage vending machines that are currently at locations on the Shepherd University Campus are identified. It is the intent of the University that all vending machines maintain a card reader that accepts the University's one card debit purchases, credit cards, and emerging mobile technologies. Shepherd University may request additional machines at other locations. Additional machines will be negotiated between Shepherd University and the successful proposer. Shepherd University has the right to determine and to require the successful proposer to change the percentage of bottles versus cans and product line-up (carbonated vs. non-carbonated) to be vended in machines at any or all of the vended areas on any campus.

Additional information should be provided behind Attachment I indicating the following information about the equipment:

- a. Ability of proposer to meet such equipment needs including Proposer's willingness to use its best efforts to provide equipment that effectively operates in conjunction with the overall University venues;
- b. The manufacturer and model numbers for each piece of equipment that will be provided by Proposer;
- c. The list price for each piece of equipment that will be provided by Proposer, for evaluation purposes;
- d. The useful life for each piece of equipment that will be provided by Proposer along with replacement schedule;
- e. Ability of proposer to have all vending machines installed with the ability to accept the University's declining balance debit card, the Rambler Card, at the proposer's expense. Additionally, outline the company's ability to accept credit card and mobile device transactions and tactics to insure proper and continuous connections to card reading devices at given vending machines;
- f. If needed, Proposer to pay Shepherd University \$200 each to provide data lines to each new vending location requiring such connectivity;
- g. Provide the company's interest and proposal for co-branded vending machines including the University's logos on machinery.
- h. A service proposal that indicates how vending machine repairs should be communicated to vendor and typical response times to be expected.

J. Additional items, innovations, and programs

Any feasible ideas for the promotion of vendor products in conjunction with the University will be given consideration and should be presented in Attachment H. Proposers are encouraged to be creative in their approach to innovations and consider all facets of the partnership with the University. Proposals for this section may include, but not limited to, the following items identified below. Each item must be addressed in Attachment J indicating if the proposer would be offering any of the items identified

- a. Cash or in-kind product/contribution to annual University priorities such as athletics and student programming. Of particular interest is how the vendor can enhance the fan experience at Shepherd athletic events through promotions and facilities/equipment enhancements. Please submit a schedule if offering funding in this particular item. Some of the programs

that may benefit are identified below. Additional programs, not identified, may benefit from this contribution.

- Co-branding opportunities between the University and the beverage provider throughout the region that increase awareness and image including delivery truck graphic, billboards, etc.;
 - Sponsorship of score and message boards across campus.;
 - Sponsorship of technology upgrades and replacement including computers and computer lab maintenance; and/or
 - Various scholarship and internship programs
- b. Support for Student, Staff and/or Academic Program Initiatives. Please submit information for any of these particular items or others as identified. Some of the programs that may benefit are identified below. Additional programs, not identified may benefit from this initiative.
- Student Leadership Team Events – support of internship, fundraising, leadership programming opportunities;
 - Sustainability – Please outline unique initiatives in this area that have been successful in the Higher Education market. Outline how, through marketing and proprietary programs and equipment, the beverage partner can assist in moving the University forward in this area;
 - Performing Arts and Program Board Events – imaging and awareness (site best practices from other campuses);
 - Athletics - including beverage support and sideline supplies (towels, water bottles, coolers, etc.) that will improve team imaging and promote the beverage providers name and image.
- c. Cost recovery for co-branded directional signage for University athletic venues.
- d. Providing Drinks for Athletic Team home/away practices, conditioning season, and games.

Proposer should provide a detailed written description of the estimated value of each item, program or innovation presented in this section.

K. Marketing Proposal

This information should include the marketing resources and tactics the successful proposer will utilize to promote vendor and university products, programs, initiatives, and campus events through its relationship with Shepherd University. Any proposals presented that may be feasible

for the University will be given full consideration. This information should be presented as Attachment K.

Some of the marketing resources may include, but may not be limited to the following examples:

- a. Promotional cups/sport bottle carriers, towels and other sideline supplies for athletic teams throughout the seasons.
- b. Banners for special events.
- c. Seasonal promotions for Dining Services themed meals and other events such as Orientation, Catering Events, etc.
- d. T-shirts, Hats, Frisbees, Isotonic Drink paraphernalia, etc.
- e. Suggestions for on-going co-branding throughout the region to promote the image of the University and beverage partner. Co-branding could include a plan to convert vending machine fronts to include a pleasing combination of the Proposer's product logos in conjunction with the University's approved logos.
- f. Product or merchandise for giveaways, contests, and samplings with recreational programming to support (i.e. inflatables).
- g. Sponsoring for intramural tournaments and fundraising events.

Proposer should provide a detailed written description of the estimated value of each part of the proposal. The value of the marketing should be commensurate with a robust continual marketing plan and presence at student and community engagement events throughout the year. In past years this amount has been in excess of \$15,000.

- L. Vendor Client References-Proposers shall include at least three (3) references of clients for soft drink products and beverage/snack vending services to colleges/universities similar in size to Shepherd University. Please include some references that may include beverage service to relevant commercial or institutional dining operations of similar size to Shepherd University campus. Please include organization, contact name, title, telephone number, and e-mail address. Please include this information as identified in Attachment L.
- M. Please list three bank references with which the proposer is currently transacting business. Information requested regarding the bank references are identified in Attachment M.
- N. Please list and describe any claims or lawsuits that have been made against the proposer for non-performance or inadequate performance as a provider of beverages, snacks, and related services. Please list any lawsuits proposer may have as a licensee or recipient of other similar rights to pour and/or sell the proposer's representative brand of beverages/snacks at an athletic or dining services facility or other similar facility, building or event. Please include this as Attachment N.
- O. Vendor Exceptions: Describe any exceptions to the terms and conditions contained within this document. Add comments about the proposed negotiated contract and a contact name that is authorized to negotiate the terms and conditions of the contract. Please include this information as Attachment O.

SECTION 3 – SCOPE OF PROPOSAL

3.1 SHEPHERD UNIVERSITY INFORMATION

Location:

Shepherd University's main campus is situated on 323 acres, on the banks of the Potomac River, in historic [Shepherdstown, West Virginia](#). The oldest town in the state, Shepherdstown is a quaint university community, with the town and campus combining to offer a unique living-learning environment. Shepherd University's campus' close proximity to the cultural and educational resources of Washington D.C., and Baltimore, Maryland as well as the natural resources of the Shenandoah Valley is major strength of the University. Within a short hike or drive of the campus are such well-known historic landmarks as Harpers Ferry and the Antietam Battlefield.

Shepherd University is a state-supported institution within the West Virginia system of higher education located in the Eastern Panhandle of West Virginia. From its beginnings over 130 years ago, the University has evolved into a comprehensive center of higher learning, serving a number of related, yet distinct roles. The main campus serves 3,000+ students and staff and is the host of many community events and visitors. Of this number, approximately 800 students currently reside on campus.

Shepherd University's main campus also hosts numerous cultural activities that are attended by people from the surrounding region. Shepherd University hosts many highly attended athletic and cultural arts performances and lectures. During the summer the University hosts the Contemporary American Theater Festival. This long running and internationally famous festival is dedicated to producing and developing new American Theater, and draws thousands of theatergoers to Shepherdstown. These community-oriented events attract thousands of visitors each year to the University. The cultural environment combined with the volume and breadth of restaurants and related food service facilities located on and adjacent to campus supports the observation that this area represents a vibrant beverage market.

Enrollment:

Shepherd University is a dynamic growing campus with a fall headcount of over 3,000 students. Shepherd University has just recently enrolled its largest first year class since 2020. Shepherd University has a high percentage of out of state students often nearing 40%, mostly from the Greater Washington DC Metropolitan area. Of total enrollment numbers, minority students account for 8%, while female students account for 60% of the total enrollment. Approximately 800 students live on campus. Shepherd has approximately 500 full and part-time faculty and staff. Because of the University's close proximity to downtown and its hosting of community oriented events, it is estimated that the campus population/customer count on any given academic day is up to 4,000. Also of special note is the fact that over 11,000 alumni live within 50 miles of the University.

Academics:

Shepherd University is a premier public university grounded in the liberal arts that includes a comprehensive list of programs across the arts, sciences, and professional programs. Shepherd University aspires to be a first-choice academic home with a high-quality of life for the students we serve. The University Mission and Vision and be found here: <https://www.shepherd.edu/about-shepherd/shepherd-mission-and-vision-statement>

This is evidenced by the following recent accomplishments:

- Approval of the Higher Learning Commission of the North Central Association of Colleges and Schools for institutional re-accreditation;

Athletics:

Shepherd University athletics have achieved much success in the last several years greatly enhancing the image and pride felt throughout the campus and region. The University recognizes and highly values the achievement and positive image its athletic program exhibits for the University, its alumni, and the surrounding region. Shepherd University Ram teams routinely compete for conference championships and have progressed to NCAA tournament competition on numerous occasions highlighted by an appearance in the 2015 NCAA Division II Football National Championship and an Atlantic Regional Championship in Women's Soccer in 2024. The University has enjoyed multiple recent post-season appearance by many sports including football, women's soccer, volleyball, and softball.

Shepherd University athletics is a powerful public relations voice for the University and will become a greater source for regional recognition as a member of the Pennsylvania State Athletic Conference (PSAC). As a member in the PSAC, Shepherd University will continue its well known presence within the State of West Virginia but will additionally carry the image throughout the region. The Athletic teams spend many hours volunteering in the community as well as numerous informal clinics, appearances, and lectures. The various athletic teams routinely host over 3,000 summer campers each year. Shepherd University enjoys an exuberant and loyal fan base that reaches throughout the state and are DMV region.

Dining and Bookstore Services:

Shepherd University Dining Services is a dynamic service-oriented auxiliary unit within Student Affairs. Dining Services is dedicated to the enrichment of campus life through food, beverages, and the service it provides to the campus. Dining Services offers an undergraduate board program, campus-wide catering, and retail restaurants throughout campus. Dining Services will maintain four points of service during the upcoming contract period including a new residential dining hall (currently under construction on west campus with a projected mid-fall opening in 2026), the Rams Den and Fireside Bistro (located in the Student Center), the Riverside Market, and the Wellness Café. The Riverside Market, embedded within a 296 resident housing facility, includes a high volume convenience store operation with a heavy volume of beverage purchases. Shepherd University has outsourced dining services to a third party who will likely make the large majority of beverage purchase on campus.

The Shepherd University Bookstore offers a variety of beverages and is a key point of service during the week and on game days for students and University guests. The Bookstore is also managed by a third party who will make the purchases of product within the store.

Vending Services:

Vending Services, a unit within Campus Services, manages the contracts for the Beverage and Snack vending machines on campus. For the past thirteen years snack vending has been a separate contract within the overall beverage contract. If beverage partners are unable to or prefer not to provide snack vending, the University will consider direct snack vending solicitations from vendors who specialize in this service. The University desires to partner with a snack vending provider that views this service as a core/primary component of its service portfolio.

3.2 PARTNERSHIP OPPORTUNITY

Shepherd University takes great pride in serving the citizenry throughout eastern West Virginia and the surrounding region as one of its primary intellectual and cultural resources. Shepherd University has an expanding footprint on influence from its core mission. Through its steadfast pursuit of quality and excellence in fulfilling its primary mission of teaching, outreach, and service, Shepherd University will continue to build upon its historical commitment to those it serves. Consistent with the role and mission of the institution, Shepherd University invites the awarded proposer to harness the spirit, energy, and affection of the students, faculty,

administration, and the surrounding community to join in creating a unique partnership with the university. Shepherd University's general goal is to improve beverage and vending service and increase revenues by maximizing the availability of product, offering marketing and sales opportunities, and developing strategies that benefit the University and the beverage/vending provider. It is anticipated that an exclusive, comprehensive, long-term agreement for beverage and vending service will provide additional revenue to support Shepherd University's operating and capital needs. The University also would like to have a partner that engages with the student body on multiple levels, enhancing their lives and the educational experience.

Ultimately, Shepherd University intends to create a relationship based upon a shared understanding of these mutual benefits emphasizing active and open communication, and most effectively applying the resources and expertise of each party to share in the journey of accomplishing our Strategic mission.

3.3 SCOPE OF SERVICES

Shepherd University intends to establish a contract for Exclusive Beverage Pouring and Vending Rights as well as certain related Sponsorship Opportunities for Shepherd University Campus facilities. The contract will be established to provide and support the sales, distribution, and merchandising of retail and vended beverages at Shepherd University's campus locations with the option to add snack vending as an addition to beverage vending or as a separate provided service.

In return for the specified Exclusive Soft Drink Pouring and Beverage/Snack Vending Rights and certain Related Sponsorship Opportunities offered to the Proposer, the Proposer shall provide Shepherd University certain equipment, services, fees, commissions, and pricing guarantees. Each Proposer may also include in their proposal any other items, such as programs, innovations, or resources that it believes would benefit Shepherd University.

3.4 COMPREHENSIVE VENDING ALTERNATIVE (BEVERAGE AND SNACKS)

In order to review all viable beverage-related opportunities available and to maximize resources as well as provide the most comprehensive customer service to the campus, each respondent may provide a comprehensive vending plan for beverages and/or snacks. It is recommended that the Proposer highlight any partnership relationships with vending companies that may be leveraged due to a presence in the snack market by the beverage company and buying relationships between the beverage company and a vending partner that could bring value to a contract with Shepherd University. The University reserves the right to offer a contract for all or only portions of the vending services proposed. The form and structure of respondent's comprehensive vending alternative should allow the University to distinguish between comprehensive vending for beverages and snacks, and full-service beverage vending only. Unless otherwise specified, all terms, definitions, instructions and information otherwise provided in this RFP shall apply to the proposal alternative. The University may include in the beverage Contract all or a portion of this proposal alternative. As national beverage companies may not wish to provide snack vending, Vendors specializing in snack vending are highly encouraged to make an offer/proposal for snack vending services only.

Vendors are encouraged to show how they can engage students in the delivery of refreshment services to campus including internships, class practicum experiences, fundraising opportunities, and/or the ability to provide certain niche products to unique demographics and spaces across campus that may not fit into the vendor's traditional portfolio of products served.

This information is to be provided in Attachment F.

3.5 CASH RIGHTS FEE

A Cash Rights Fee may be paid to Shepherd University for exclusive soft drink pouring rights up to a ten (10) year period. Cash Rights Fee payment date to be negotiated by the successful Proposer and Shepherd University prior to award. This information is to be provided in Attachment D1.

3.6 OFFICIAL SPORTS DRINK DESIGNATION FEE

An Official Sports Drink Designation Fee should be paid to Shepherd University for the right to designate the proposer's isotonic drink as "The Official Sports Drink" of Shepherd University Athletics for a ten (10) year period. This information is to be provided in Attachment D2.

3.7 SHEPHERD UNIVERSITY'S OBLIGATION

In order to meet the current needs of Shepherd University, the proposal presented is to consist of Exclusive Soft Drink Pouring and Beverage Vending Rights for Shepherd University for a ten (10) year period with potential extension language, and include a Sponsorship Program for the Shepherd University campus. A Comprehensive Vending Partnership (with Beverages and/or Snacks) may be part of this offer. This proposal comprises of the following:

Shepherd University shall provide the following to Proposer:

- Exclusive Beverage Pouring and Official Sports Drink designation Rights for the Shepherd University campus for the Contract Period;
- Shepherd University campus Sponsorship Opportunities included in Section 3.8;
- Exclusive Vending Rights for Beverages and/or Snacks for The Shepherd University Campus for the contract period.

3.8 SPONSORSHIP OPPORTUNITIES

Shepherd University may offer the following opportunities to the successful proposer. The details of all sponsorship opportunities to be mutually agreeable to the successful proposer and Shepherd University.

- A. **SIGNAGE - Scoreboard Space and athletic venue directional signage at all Athletic fields and venues. Banner signage spaces at all Athletic fields and venues. Signage space on team field vehicles. Logoed backdrop for media day and pre/post game interviews. Logoed sideline supply merchandise as permitted by organizations the University participates with (e.g. PSAC conference and the NCAA).**
- B. **ATHLETIC PRINTED MATERIAL**
 - Printed Programs for Athletic Events
 - Athletic and Recreation Brochures
- C. **ANNOUNCEMENTS/ADVERTISING**
 - Public Announcement at Athletic Events
 - Student Handbook
 - "New Student" Orientation Packet
 - Student Leadership Conference Notebooks
- D. **OFFICAL SPORTS DRINK FOR SHEPHERD UNIVERSITY ATHLETICS**

The right to use the designation of Vendor's Isotonic Drink, "The Official Sports Drink of Shepherd University Athletics." (See Attachment E).

- E. DINING SERVICES PRINTED MATERIAL
 - Sponsorship advertisement on printed menus and menu boards
 - Promotional material such as cups, mugs, etc.

- F. COMMUNITY SUPPORT
 - Student engagement experiences including internships, practicum experiences, and fundraising support
 - Community appreciation events
 - University sponsored events such as Family Weekend, Midnight Breakfast, Homecoming Weekend, Alumni Golf tournament, and Program Board events.
 - Multicultural Leadership team events, Community Service “Day of Caring” program.

- G. EVENT TICKETS
 - Negotiated tickets to events such as Athletic and cultural events.

3.9 DINING AND RETAIL SERVICES VENUES

“Dining Service Venues” shall mean the following Dining Service facilities and operations:

The Student Center – centrally located on East Campus and in close proximity to 80% of the campus classrooms, the Student Center is a gathering place for all students, faculty, staff, administration, alumni, and their guests. The Student Center hosts over 100,000 visitors each year for meetings in its facilities. It also houses the Rams Den and the Fireside Bistro eateries. The Rams Den is currently the campus “all-you-care-to-eat” operation and will be through mid-fall, 2026 until the opening of the New Dining Hall. Once the New Dining Hall is opened, the Rams Den will return to a retail/a la carte format, creating the opportunity to grow bottled beverage sales. The Fireside Bistro, located on the first floor of the Student Center, offers an assortment of quick service food choices as well as a variety of refreshments including bottled beverages, cappuccino, and coffees.

New Dining Hall – currently under construction with an anticipated opening in mid-fall, 2026. Once open, this operation will serve as the residential, all-you-care-to-eat (AYCTE) operation on campus. This will also serve as the main production kitchen supporting campuswide catering. The All You Care To Eat (AYCTE) will utilize fountain beverages. As the main catering production area, this will be delivery point for bottled and canned beverages support campuswide events as well.

Wellness Café – located within the Shepherd University Wellness Center, the store sells bottled beverages, coffee, smoothies, bakery items, soup, sandwiches, and a wide selection of snacks mostly focused on healthful meals and in-between meal snack items such as cereal and energy bars.

Riverside Market – located with the Potomac Place residence hall (with an occupancy of 296 residents) currently providing quick service rotating restaurant formats and a convenience store. Once the New Dining Hall opens, the Riverside Market will likely transition fully to a convenience store.

Concessions – Dining Services manages concessions for Football, Basketball, Baseball, and Softball as well as other special events. It serves fountain and bottled beverages as well as a variety of fast food, and grab-and-go snacks. Any future plans for other sports facilities may be included as part of the Concessions venue.

Dining Services operations have been outsourced and purchases of beverages will be made by the third-party dining services partner.

The Shepherd University Bookstore – The Bookstore located on the ground floor and within the Student Center sells a variety of snack, beverage, and grocery items. Among beverage items the bookstore would market a full line of the Proposer’s bottled beverages and would be a unique opportunity for any snack market items the

Proposer may have in its portfolio. Bookstore operations have been outsourced to a third party who will purchase the beverages sold within this space.

3.10 UNIVERSITY ATHLETIC AND RECREATION VENUES

“University Athletic Department Venues” shall mean activities that occur at the following athletic facilities and related outdoor spaces of the University. This includes NCAA sanctioned athletic events as well as University Recreation and intramural events. Some of these activities are for non-University groups, such as high school, camps, conferences, etc.

Butcher Center Arena - The Administrative offices for the University’s Athletic Department are located here. This facility also houses the Shepherd University Basketball and Volleyball teams and serves as a host site for other athletic and university events, tournaments, high school graduations, science festivals and camps. Shepherd University Dining Services provides concession for these events.

Ram Stadium – The Ram Stadium is home for the Shepherd University Football team and women’s Lacrosse team. Shepherd University Dining Services provides concessions for this venue from multiple locations including Stadium East, Stadium West, and a portable concessions trailer.

Fairfax Baseball Field - Home to the Shepherd University Baseball Team. This venue is regarded as one of the best baseball facilities in the region. Fairfax field has hosted the NCAA Division II regional playoffs as well as Baltimore Oriole’s scouting and Cal Ripken Baseball camps. Concessions are sold during baseball games.

Softball Field - Home of the Shepherd University Women’s Softball Team, this venue is regarded one of the fastest growing women’s sports. Concessions are sold during softball games. This venue has great growth potential for University and regional events and would be significantly enhanced by sponsorship opportunities upgrading the current scoreboard.

Shepherd University Soccer Complex – Home of the Shepherd University men’s and women’s soccer teams and is a site for many camps and travel soccer team competition. This facility recently had new turf installed.

The Wellness Center – This state of the art \$21 million facility opened in summer, 2009. The Wellness Center has grown to become a core aspect of on-campus lifestyle at Shepherd for students, faculty and staff. Furthermore, the University has attracted over 1,800 community memberships making this truly a community venue. This facility serves as the home of several area high school swim teams and is the sight of local and regional swim competitions.

The spectator attendance per year for University events at these locations are:

- Ram Stadium 30,000 (average for past 5 years)
- Butcher Center Arena 18,000

- Fairfax Baseball Field 3,000
- Ram Softball Field 1,000

3.11 VENDING MACHINES

The Vending Machines that are currently located on campus are identified in Attachment I. All machines have credit card readers and should accept the Rambler card as a currency for payment. Additional machines may be placed on the campus at additional locations as mutually agreed upon by Shepherd University and the awarded proposer. The awarded proposer will be responsible for placing and maintaining the vending equipment identified and making appropriate data connections for card transactions.

3.12 AWARDED CONTRACTOR CONDITIONS

A. Service Requirements

1. The awarded contractor shall provide the services described in the RFP and Proposer's response(s) to the RFP. The awarded contractor shall furnish all supplies, equipment, management and labor necessary to carry out the terms and conditions described herein.
2. The awarded contractor agrees that items relative to obtaining Exclusive Beverage Pouring and Vending Rights for beverage/snack operations not covered herein may be added by the University to this Contract without voiding provisions of the existing Contract. Additional services shall be furnished to the University by the awarded contractor with additional consideration. The awarded beverage partner may elect to provide some or all of beverage and snack vending. The awarded beverage partner may wish to work with a snack vending partner or decline to participate in snack vending. If snack vending is not provided by the awarded beverage partner, another vendor will be chosen to provide snack vending services as part of this solicitation. Due to certain unique bottling rights within the Eastern Panhandle Area, the University reserves the right to direct the snack vending partner (if possible) to provide beverage vending of certain agreed upon unique highly visible brands that contractually may not be provided by the beverage partner.
3. Recognizing that successful performance of this Contract is dependent on a favorable response, the awarded contractor shall meet periodically with the Shepherd University Contract Administrator or designee to review operations and make necessary adjustments. The awarded contractor agrees to maintain good public relations with Shepherd University. After the initial Contract year, the parties may upon mutual agreement adjust the specific terms of this Contract. All adjustments shall be proposed in writing to the Contract Administrator. All required Contract amendments shall be approved and issued by the Executive Director of Procurement Services or designee.
4. The awarded contractor shall be financially responsible for obtaining all required permits, licenses, and bonds to comply with pertinent State of West Virginia regulations, and municipal, county, state and federal laws, and shall assume liability for all applicable taxes including but not restricted to sales and property.
5. The awarded contractor shall provide methods of determining customer preference of product and flavors to be served at various venues. Given spikes in volume from key campus events, the awarded contractor should have in place operational methods to restock empty machines within a 48-hour notice. The contractor is encouraged to work with University staff monthly to review event schedules to pre-plan sales spikes. The awarded contractor shall be alert to changing beverage/snack trends and new market and changing diet patterns throughout the beverage/snack service industry. As a result, the awarded contractor shall be expected to initiate ideas for varied methods of beverage/ beverage/snack vending service, and by mutual agreement implement these variations within the conditions of this contract.

6. The University shall encourage and cooperate with the awarded contractor to promote and merchandise services and products to the fullest to assure students, faculty, staff, and guests are attracted to, and enjoy and fully utilize beverage/snack services. The awarded contractor, with approval from the University, shall implement, merchandise and promote new services and product variations in a manner typically used by commercial operations (i.e., sample tasting, temporary food stands). Promotion techniques may include paid ads in authorized campus publications, radio announcements, posters, and approved point of purchase displays. Provide product information on available products and flavors.
7. The awarded contractor shall occupy and use the premises, as defined by the University, only for Vending beverage/snack service. The University shall not guarantee an uninterrupted supply of electricity or heat. The University shall be diligent in reporting service following an interruption. The University shall not be liable for any loss, which may result from the interruption or failure of any such utility services.
8. The University shall have the right to make reasonable regulations on the method of service, opening and closing hours, safety, sanitation, maintenance and use of Vending Beverage/Snack Service areas and the contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all vending areas at any and all times.

B. Personnel, Employment and Staffing

1. The awarded contractor shall provide expert administrative, purchasing, equipment consulting, and personnel supervision.

Contractors shall have in their employ, sufficient qualified and competent personnel to perform work promptly and in accordance with the terms and conditions specified herein.

An adequate staff of employees, to be approved by the University, shall be on duty to provide the campus efficient, prompt and sanitary service. The University shall have the right to review the staffing patterns and job schedules, and require the contractor to take appropriate action to insure adequate service.

The awarded contractor shall be responsible for supervision and control of its employees and agents while on University property. The University reserves the right to require the awarded contractor to remove any employee or agent of the awarded contractor at any time, whether temporarily or permanently, from University property.

2. The awarded contractor shall provide headquarters management staff to routinely review and inspect operations and fill staff vacancies. The awarded contractor shall appoint a Contract Administrator to consult with the University on current and future programs and act with full authority on the Contractor's behalf in all matters pertaining to Contract specifications. This individual will make arrangements to meet with University staff on a routine basis to insure all provided services are meeting the needs of the campus.
3. Personnel relations of employees on the awarded contractor's payroll shall be the contractor's responsibility. The awarded contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. Personnel of the awarded contractor shall observe all regulations of the University. Failure to do so may be grounds for dismissal.

4. The awarded contractor shall have the resources and staff for continually providing satisfactory training and development programs for their employees at all levels of the organization. Regularly scheduled employee training shall be conducted by the awarded contractor regarding such subjects as refrigeration maintenance, defensive driving, equipment repair, and proper sanitation. The contractor shall be responsible for the expense of such training meetings.
5. The awarded contractor shall provide employees uniforms and/or identification tags that identify the contractor and its employee. The awarded contractor will work with the University to determine needed campus access control for approved vendor staff.
6. The awarded contractor shall not furnish free or discounted vended beverages/snacks to its employees, employees of the University, or any customer as a direct operating expense with a reduction of vending sales and/or commissions or other expense to the University.
7. If the State of West Virginia requires that the awarded contractor's employees must possess a food handlers' card, the University shall require certification that food handlers have taken and passed the examination under this contract. The cost of these examinations shall be the awarded contractor's responsibility.

The contractor may require all of its employees assigned to duty at the University to submit to health examinations before being hired and periodically at least annually or as frequently and as stringently as required by law, and to submit satisfactory evidence of compliance with all health regulations to the University.

5. The University requires the awarded contractor to pay parking fees for vehicles used on campus in the service of some contracts if occupying non-service related space. The parking fee shall be required for the maximum number of the contractor's vehicles used on campus on any given day. Parking fee information will be provided upon contract award.
6. The awarded contractor will work with identified University staff to secure needed access and credentialing cards or devices for needed campus access to service points.

C. Fiscal and Accounting Requirements

1. Records Retention

The awarded contractor shall maintain complete and accurate records in accordance with accepted industry accounting practices and keep in a safe place all such financial records and statements pertaining to the operations of this institution for a period of five (5) years from the close of each year's operation. All records maintained by the awarded contractor pertaining to the Exclusive Beverage Pouring and Beverage/Snack Vending Rights shall be open to inspection and/or audit by the State of West Virginia and/or the University at mutually agreed upon times. The awarded contractor shall advise the Contract Administrator and the University's Auditor of the Contractor's schedule of records and operations at the University. The University shall have the option to participate in the awarded contractor's audits and may request a full report of these audits.

The awarded contractor shall maintain complete and accurate records of vending transactions for each vending machine in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operations at the University for a period of five (5) years from the close of each year's operation.

2. Payments

Awarded contractor shall pay Shepherd University the Cash Rights and Official Sports Drink Designation Fee at the beginning of each contract year – on July 1st.

3. Invoice Requirements (need Jo's input here on Rambler commission payments back to vendor)
The majority of purchases will likely be paid by the University's dining and bookstore partners.

However, when/if the University does purchase product from the identified vendor, it must meet a statutory mandate to pay or reject invoices within 10 days of receipt at Shepherd University Procurement Services. Before payment is made, the University also must verify that all invoiced charges are correct and identified as being a part of this contract. Only properly submitted invoices shall be officially received for payment. Prompt payment requires that all invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

- | | |
|--|---|
| a. contractor name | e. contractor's catalog, and/or stock number(s) |
| b. remit to address | f. prices per the contract |
| c. complete product description | g. manufacturer's product number |
| d. product manufacturer's name or abbreviation | h. contract number |

Each invoice should contain only those products covered by the purchase order designated on that invoice. All invoice prices are to be stated in the same units as the units shown on the bid form. Invoices accompanying deliveries will be in duplicate.

Invoices not meeting the above criteria may disqualify bidder from future bids.

Contractor must have the capability to accept credit card for payment without having a credit card on file with the contractor. There are numerous accounts on campus that must be charged to different accounting units. Therefore, invoices must be processed with the approval of the credit card holder rather than automatic payment being issued to a credit card on file. This method can expedite the payment of invoices can be expedited further should awarded contractor accept credit card for payment.

Services to Shepherd University must not be interrupted due to delinquent accounts receivable aging that is the responsibility of other state agencies as long as the University is current in its responsibilities.

4. Vending Collections/Meter Counts

A representative of the University may accompany the contractor's employees when meter counts and money collections are made at a time pre-determined and agreed by the University. At agreed times, cash receipts collected from the equipment may be jointly counted by the University and the employee at a location and by means determined by the University and mutually agreed by the contractor on a periodic basis. Any revenue discrepancies from the composite of the collections reported on the period statement shall be explained by the contractor in writing as part of the period statements.

5. Basis for Vending Commissions

The awarded contractor's hard wired non-resettable meters, after reconciliation to cash collections and debit card sales, shall be used as the basis to compute commissions payable to the University. Collections shall be bagged and counted by machine, reconciled to reported inventory sales and not

co-mingled with changer funds. The vendor shall, on a regular basis, as determined by the University, shall provide sales histories by machine to Shepherd University in electronic format.

All vending equipment shall be equipped by the contractor with non-reset item sale counters and/or totalizers, which are maintained in continual operative condition; and each period statement, shall include beginning and ending counter route inventory cards.

In the event different items are sold in the general merchandiser for which varied commissions are paid, the revenues and commissions for these item sales shall be reported by location in the revenue and commission category for that item.

Refunds and tests shall be deducted from vending commission statement gross sales item categories in which refund and tests occurred prior to computation of State and local sales tax and commissions due the University.

6. Vending Sales Tax Determination

Sales tax collected from vending machines shall be deducted from gross receipts, before computing the Sales Tax, provided the customers are advised of the amount of sales tax they are paying by posted sign or printed notice. Commissions shall be computed on the resulting net receipts for all commission sales.

For purposes of the resulting contract, it is preferred that the formula for determining net sales and commissions should use the formula below (a). If vendor prefers and alternative formula, that formula must be proposed in the vendor response to this RFP (for example "cash in bag").

a. $\text{Vending units times (x) sales price} = \text{gross sales}$

b. $\text{Gross sales minus (-) tests and refunds} = \text{adjusted gross sales}$. Refunds and tests to be shown separately on each commission statement. Refunds are to be reconciled to the Refund fund each time money is collected.

c. $\text{Adjusted gross sales divided (÷) by state and local sales tax} = \text{net sales}$. Vendor should note appropriate sales tax based on campus location as certain machines will be within the Corporation of Shepherdstown that charges an additional 1% above the Jefferson County rate of 6%.

d. $\text{Net sales x commission percentage} = \text{commissions due the University}$.

7. Vending Sales Tax Change

The University's vending commissions under this contract are determined in part with the contractor's full consideration of applicable State, Federal, county or local excise and sales taxes on all products at the start of this contract. In event of an increase in these taxes or increase in tax structure changing contractor's tax liability and affected vending product sale price is not adjusted, commissions shall be reduced the exact same amount in dollar terms to compensate the contractor for tax increase. In the event of tax decrease, and no decrease in gross sales price is affected, the University shall receive the exact same amount in commission compensation for such decreased tax.

8. Vending Vandalism or Theft

Vending commissions shall not be paid on the contractor's revenue losses resulting from vandalism or theft of money or product from vending equipment at the University.

9. Vending Reports

The University shall require the contractor to provide vending sales and commission reports which provide the following information. The purpose of this action will be to ensure that sales by product type correspond to the commission rate for that product regardless of the dispensing machine.

a. Product code for the following individual categories:

Where applicable

- Canned Soda and Energy Drinks
- Bottled Soda
- Bottled Juice
- Isotonic Beverages
- Cold Coffee Drinks
- Other Energy Drinks
- Bottled water, including infused
- Candy
- Pastries
- Salty snacks
- Cookies
- Crackers

b. Building location of machine(s)

c. Machine number

d. Selling price of products

e. Date machine installed (separate report)

f. Date machine removed from service (separate report)

g. Designation of new or used machine at time of installation (separate report)

h. Gross and net sales and sales tax for each machine by location each period

i. Year-to-date gross and net sales and sales tax for each machine by location each period

j. Total commission for each machine by location for each period

k. Year-to-date commission for each machine by location each period

l. Refunds and tests for each item category

m. Required beginning and ending meter reading

Prior to the start of the contract, the University and contractor shall mutually agree on the report(s) format and contents to satisfy these requirements.

10. Vending Refund System

The vendor should provide guidance to the University on how customer reimbursements will be completed when needed (for failed delivery of product or other technical or product related issues) for all currencies so that the University can constructively communicate process to patrons. The vendor shall provide each vending location with University approved instructions where refunds may be obtained and provide instructions to customers on each machine.

11. Vending Commission Payments

The awarded contractor shall pay the University the commission percentage of each period net (gross sales less State Sales Tax) vending sales on or before the 15th day following the last day of the period in which commissions were earned. The contractor shall accompany this payment with a detailed explanation of dollar sales by item category, by location, by each vendor, and an extension of commissions and a composite statement of said sales and commissions. The contractor shall note causes of abnormal revenue deviations as part of these statements.

Debit card vending sales shall result in a payment by the University to the vendor in the amount debit card sales for a given period. Commission shall be paid for cash, credit card, and debit card sales within the total scope of the resulting contract for each reporting period. The University will track debit card vending sales, by machine, from the University's card usage tracking system and report back to vendor on an agreed calendar. From this tracking system, the University will tabulate debit card sales through vendor machines and will make payment to vendor in an amount equal to those total period debit card sales. The vendor, in turn, will pay commissions from debit card sales to the University as outlined in other sections.

The University requires a minimum of twelve (12) monthly revenue and commission statements annually, including periods of reduced revenues.

The University shall determine the number of separate statements and commission checks required from the contractor. All period commission statements and payments information will be provided upon contract award. Vending commission payments not received by the University on the 15th day following the last day of the period in which it was earned shall be paid by the contractor plus a minimum interest penalty on the commissions due at the prevailing interest percentage and conditions the State of West Virginia uses for delinquent income tax.

13. Vending Equipment Removal Commissions

On expiration or termination of this contract, vending commissions due the University shall be paid on sales until all equipment has been removed, and the removal date shall be indicated on the period statement when each piece of equipment was removed, including equipment removed at any time during the contract period prior to expiration.

14. Vending Statement Review

By request of the University the awarded contractor shall meet with the University and review each period statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Period statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

15. Vending Audit

- a. Cash collections reports, route inventory cards, and reported sales shall be audited on regular schedule, as determined by the University, to verify the awarded contractor's inventory control and reported commissions.
- b. Periodic reviews, conducted jointly by representatives of the University and the awarded contractor shall be made to ensure that commissions and guaranteed payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound basis.
- c. All records pertaining to the operations of vending beverage/snack service shall be open for inspection and/or audit by the State and/or Shepherd University at any or all reasonable times.
- d. Shepherd University shall be advised by the contractor of the schedule of the contractor's audit of their records and operations at the University. The University shall have the option to participate in the contractor's audits and may request a full report of these audits.

7. Products, Ordering and Delivery Requirements

1. General Requirements

- a. All products delivered shall be transported at the proper storage temperature. Delivery is to be made in clean, enclosed, and as necessary, temperature controlled trucks. Non-compliance will result in refusal of product and replacement at awarded contractor's expense.
- b. Additional items may be added to this contract at the discretion of Shepherd University. Prices for these items will be at the same rate as like items on the contract. Products that are no longer manufactured or which are not being ordered in sufficient quantity may be deleted from this contract by the University. The Contractor shall consult with the University before adding new items or discontinuing old items.
- c. Only Shepherd University and its satellite operations shall be eligible to purchase from the resulting contract.

2. Non-Vended Beverages

- a. Authorized Shepherd University personnel must sign all delivery invoices.
- b. Delivery of all items will be required, F.O.B. destination, to four (4) campus locations:
 - New Dining Hall
 - Student Center Rams Den, Bistro, and University Bookstore
 - Wellness Cafe
 - Riverside Market
- c. Minimum delivery charges or stop charges are not acceptable and proposals so designated may be rejected.
- d. Delivery requirements will be determined weekly by four (4) delivery locations at the University. Quantities for the following required delivery week shall be ordered no more

than three (3) days in advance of the delivery day unless mutually agreed upon. The University reserves the option to add to the originally submitted order based on a change in needs. Quantities listed are one year total estimates. Contractor should be advised that University requirements vary drastically during break periods (summer, Winter Break, Spring Break, etc.). The University does not agree to purchase specific quantities of any items.

- e. Weekly deliveries each week are required. Deliveries shall be made to the University receiving stations between 7:00 a.m. and 4:30 p.m., Monday - Friday. Should an emergency situation occur, the contractor should contact the purchasing units at numbers designated prior to 2:30 p.m. for late delivery approval. The Proposer should outline a plan to deliver in emergency situations such as interruption of the University water supply should the occasional need arise.
- f. Each delivery location will designate one person to place orders on a weekly or biweekly basis as the product group requires.
- g. Vended Products
The contractor shall supply vended beverage/snack products to the equipment a minimum of three (M-W-F) days per week, Monday through Friday, or as often as sales dictate, between the hours of 7:00 A.M. and 4:00 P.M. during the regular academic semesters and summer school. All snack products will be date stamped in an easy-to-read format. Any product, which reaches its freshness expiration date, must be replaced with fresh product immediately. The contractor shall be alert to specific equipment which requires product inventory stocking more frequently to maintain adequate product variety and inventory to provide satisfactory service twenty-four hours per day.

Prior to the start of the contract, the University and awarded contractor shall mutually determine those vending locations requiring weekend service and service after lunch prior to the start of evening classes.

E. Pricing

1. The University's dining and bookstore partners will likely pay for all or at least the large majority of product used on campus. However, since the price paid on campus, regardless if by vendor or the University, affects the value the University will experience, vendors will be asked to quote initial contract pricing and affirm the future product pricing stipulations listed below. The University would expect to pay the lesser of the vendor's quoted price to Shepherd University or the nationally contracted price negotiated between Shepherd's dining and bookstore partner and the chosen vendor.
2. Product prices quoted herein shall be firm for an initial one (1) year term. Thereafter, price adjustments may be made at twelve (12) month intervals but not automatically accepted and enforced.
3. Price change proposals must be submitted not less than forty-five (45) days prior to the beginning of the twelve (12) month period in which they are to be effective. The price change proposals must be supported by documented increases in the cost to the contractor, which are demonstrated to be industry wide. The documentation may include, but not be limited to, Consumer Price Index, Mid-Atlantic Region, All Items. The base index shall be the index average for the month prior to the time this contract is awarded.

3. Price change proposals must be submitted to:

Shepherd University Procurement Services
Attn: Debra Langford, Executive Director of Procurement
L18A Ikenberry Hall
PO Box 5000
Shepherdstown, WV 25443
Phone: 304-876-5216

If approved, a contract amendment incorporating the new prices will be issued by the Shepherd University Office of Procurement Services. Failure to agree on a price change shall be grounds for termination of the contract in accordance with the Termination Clause.

4. All invoice prices shall be the last approved pricing.

3.13 EQUIPMENT REQUIREMENTS

Equipment that will be provided to Shepherd University as part of the established contract is identified in Attachment H. There are specific requirements of the equipment to be provided. Requirements are identified below:

- A. The University and Contractor shall determine installation location of the required equipment at new and existing sites by mutual agreement. The Contractor shall assume sole expense and risk to place, install and maintain all soft drink/snack dispensing and holding equipment. Where necessary, electricity, water and waste drainage shall be brought to the equipment by the University. All installation and alterations to the existing space and facilities shall have prior approval of the Contract Administrator or area designee.

Location and Description of Required Vending Equipment, presents the initially required minimum equipment; but it is intended that at regular intervals during the duration of the contract the amount of required equipment shall be examined by the University and contractor with the objective of providing the best possible service to the students, staff, faculty, and guests.

The contractor shall stock, maintain, service and repair all equipment. The contractor shall provide the labor and parts required for equipment repair at no charge to the University. Contractor shall clean and service the soft drink dispensing and holding equipment.

- B. The University requires the contractor to provide new and updated vending and related auxiliary equipment. New equipment shall be of most recent model. Updated equipment shall not be shop rebuilt and refurbished prior to installation unless approved by the University. Vending machines provided with product identification graphics shall be acceptable.

New and updated equipment shall be listed as certified by the Automatic Merchandising Industry Health Code. All updated equipment shall be subject to inspection and approval by the University prior to final installation.

The vending equipment shall be compatible in terms of decor when two or more beverage/snack machines are placed together at one location. The vending equipment shall be the same height to give uniformity of appearance, except as otherwise mutually agreed by the University and contractor. The University shall install and pay the costs of any decorative motif in vending areas. The University and contractor may negotiate to have unique University branded equipment as part of the marketing proposal.

The contractor, if requested, shall provide the Shepherd University with invoice copies to verify new vending equipment purchases are in compliance with contract requirements. Initial and subsequent installations of new and updated vending equipment shall be identified by type of equipment, serial number, manufacturer's meter readings and location. These listings are to be provided to Shepherd University not later than thirty (30) days after the effective date of the contract.

After the start of this contract, the contractor shall not add or remove vending or auxiliary equipment without prior written approval of the University. All schedule revisions shall be recorded on the monthly revenue and equipment commission report.

- C. Contractor is to provide and install all necessary equipment, tanks, lines, and couplings. Contractor is to provide delivery to and maintenance of CO2 system if needed. Location of bulk CO2 systems is to be mutually agreeable between contractor and Contract Administrator or area designee.
- D. At regular intervals during the contract, the amount of required equipment shall be examined by Shepherd University campus operations managers and contractor with the objective of providing the best possible service to eligible users.
- E. Equipment shall be maintained throughout the life of the Contract free and clear of any liens, mortgages, and encumbrances unless otherwise agreed by the University. Contractor shall institute and maintain a program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning soft drink pouring equipment.
- A. All material, equipment and supplies provided to the University must comply fully with applicable OSHA standards. During the course of this contract, the contractor is fully liable for public and private protection.
- G. As "state of the art" soft drink dispensing capabilities evolve, the University and Contractor will discuss the feasibility and terms of installing equipment and programs for new technological developments at mutually agreed locations.
- H. The University has a debit card program for use by students, faculty, staff, and guests for purchase of products at selected vending and retail locations on campus. The Contractor shall be responsible for the acquisition of, and maintenance fees on, the debit card readers, installation of communication lines, selling and establishing purchase value and determining vending categories for purchases. The contractor shall be responsible for the installation of the debit card readers on vending equipment. The contractor shall be responsible to provide the University monthly debit card sales by machine by location. The contractor is responsible for the purchase of hardware and software required to read sales information and product reports required by this contract.
- I. The contractor shall be responsible to provide the University with monthly debit card and cash sales by vending machine by location taken via handheld unit.
- J. Where necessary, and mutually agreed by the University, utilities shall be brought to equipment by the University. The contractor shall be responsible for all costs associated with the installation of needed equipment.

3.14 EQUIPMENT AND FACILITIES MAINTENANCE, REPLACEMENT AND SANITATION

- A. The premises, equipment, supplies and facilities shall be maintained throughout the life of this contract in condition satisfactory to the University. The contractor shall adhere to the highest standards of cleanliness and sanitary practices, including beverage/snack and equipment handler's appearance and performance in the preparation, service, transport and storage of beverage/snack and related items. The University at its expense shall make structural, utility, and equipment changes necessary in order to comply with such requirements.
1. The contractor shall maintain in a sanitary condition all vending machines. The customer-contact surfaces of all equipment including selector buttons, knobs and handles shall be cleaned with germicidal solution applied with disposable toweling. Visible products residue shall be removed with warm water and detergent before application of the germicide.
 2. The external cabinet of all vending machines, including cabinet tops, shall be kept free from dust and other contaminants. Screens, compressor zones and condensers shall be inspected regularly for dust, seepage and other residue and shall be kept clean.
 6. Contractor's employees shall be responsible for inspecting under and behind the vending machines and supplemental equipment for evidence of dirt, debris and vermin. When cleaning of these areas is required, the contractor shall provide access, by kick plate (skirt) removal or machine movement, and advise the University of the need for cleaning.

- B. Health code inspectors of the state of West Virginia and campus safety personnel shall have complete cooperation and access to all vending service, production and storage areas for inspections, which they may conduct. These inspections may be at the request of the University or on said agency's own discretion. A management representative of the contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically. The contractor shall furnish a copy of all inspection reports to Shepherd University. The contractor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten days notification from the inspecting agency and by mutual agreement of the University.
- C. The contractor shall institute and maintain a program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning equipment. This program shall be described in detail with each proposer specifying equipment and parts on-hand to meet emergencies and routine maintenance and repair. The University shall not perform maintenance or repair on any equipment of the contractor or that on loan to the University.

The University shall be responsible for the purchase of non-beverage/snack capital equipment and shall make or authorize the repair and replacement of worn, damaged or malfunctioning equipment and related facilities. Where it has been determined by the University that damages were due to the contractor's negligence, the University shall, at its option, request the contractor to make and/or pay for the necessary repairs and replacement, or repair or replace said non-vending capital equipment and related facilities and invoice the contractor.

- D. The contractor shall provide on call, as needed, equipment maintenance and repair service 24 hours a day, seven days a week so as to minimize equipment down time should malfunctions be reported. The contractor shall respond to equipment service and repair calls/reports within a minimum of two (2) hours between the hours of 7:00 AM and 7:00 PM, Monday through Friday, and three (3) hour response time during weekends. Equipment that cannot be returned to full service within 24 hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service. The equipment repair service shall respond to emergency and daily routine maintenance requirements in a manner, which limits equipment down time and

customer inconvenience. The contractor shall provide the University a toll free number to call or accept long distance calls for required service. A campus phone number will be posted at each vending location at the contractor's expense so customers can report vending machine mal-functions or out-of-stocks.

- E. The contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in potential service or sales reduction.
- F. The contractor shall keep the University informed on new industry security measures in use. The University shall institute or execute such measures required to accomplish maximum property, product and revenue security when presented in writing by the contractor and mutually agreed by the University. Improvements on equipment occurring during the life of this contract shall be incorporated by the contractor on the originally installed vending equipment and subsequent installations where it is deemed feasible by the University and mutually agreed by the contractor. Such improvements shall include, but not be limited to: fail-safe no touch burglar alarms, self locking coin boxes and various electronic security, debit card readers and metering devices.
- G. The University shall provide daily floor maintenance in the vending areas, and the contractor shall cooperate in keeping this service to a minimum. Route employees shall clean floor spillage that occurs in the process of filling or sanitizing equipment.
- H. The University shall be responsible for the periodic stripping and sealing or waxing of floors in the vending areas, and shall furnish at its expense the necessary equipment, supplies and labor. The University and contractor shall mutually develop a semi-annual schedule for the University to thoroughly clean and seal the floor under and in the adjacent area of vending equipment.
- I. The contractor shall comply with University policies and procedures related to recycling of waste materials, purchase of recycled materials and participate in required waste separation programs. The University shall arrange for space and/or suitable containers required for recycling. The contractor shall remove all waste packaging, master cartons, boxes, etc., from the vending service and storage areas to dumpsters or recycling sites provided and serviced by the University. The contractor shall take cardboard cartons to collection points identified by the University or be removed from campus by the contractor.

The contractor shall develop programs, approved by the University, to reduce the use of disposable items that are not recyclable and separate for recycling the following materials that are generated as solid waste by the University and contractor:

- a) Aluminum containers, foil, food containers
- b) Corrugated paper or other container board
- c) Foam polystyrene, formed and filler material
- d) Glass containers
- e) Magazine or other material printed on similar paper
- f) Newspaper or other material printed on newspaper
- g) Office paper
- h) Plastic containers #1, #2, #6
- i) Metal containers, aerosol cans, paint cans
- j) Containers for carbonated or malt beverages that are primarily made of a combination of steel and aluminum,
- k) Waste metals, waste oils, clear plastic/shrink wrap, fabric, textiles, tires, batteries, laser printer cartridges, polycoated aseptic containers, cooking oils, dinnerware.

- J. The Proposer shall provide waste containers, bag liners, and recycling containers in the vending areas, where necessary, and in sufficient number, to maintain sanitary standards for trash disposal. All waste containers and recycling containers shall be kept in a clean and satisfactory condition at all times, and emptied as necessary by the University.
- K. The University shall be responsible for the costs of insect and pest control in all vending service and storage areas. The contractor shall maintain maximum insect and pest control for its products and equipment.
- L. All losses of equipment supplied as a part of this Agreement incurred by Contractor for whatever cause, including but not limited to fire, accident, theft or vandals, shall be the sole responsibility of the Contractor.

SECTION 4 – PROCUREMENT PROCESS

4.1 PROPOSER LIST AND QUALIFICATION EVALUATION

After the established date for receipt of proposals, a listing of Contractors submitting proposals will be prepared, and will be available for public inspection. Proposals will not be opened nor read publicly. Qualifications and proposals submitted by interested Contractors will be reviewed and evaluated based on the evaluation factors set forth in the RFP.

4.5 PROPOSAL CLASSIFICATION

For the purpose of conducting discussions with individual offerers, if required, proposals (for comprehensive beverage and snack vending offers) will initially be classified as:

- A. Acceptable
- B. Potentially Acceptable
- C. Unacceptable

Discussions may be conducted, if required, with any or all of the proposers whose proposals are found acceptable or potentially acceptable. Offerers whose proposals are unacceptable will be notified promptly. The Executive Director of Purchasing will establish procedures and schedules for conducting oral and/or written discussions.

Contractors are advised the University may award a contract on the basis of initial offers received, without discussions; therefore, each initial offer should contain the offerer's best terms from a cost or price and technical standpoint.

4.6 VENDOR INVESTIGATION

The University will make such investigations, as it considers necessary to obtain full information on the vendors selected for discussions.

4.7 FINAL OFFERS AND AWARD OF CONTRACT

Following any discussions with proposers regarding their technical proposals, alternative approaches or optional features, a number of the firms may be requested to submit best and final offers. The committee will rank the final vendors for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal, which is found to be most advantageous to the University based on the factors set forth in the Request for Proposals.

Depending on how vendors submit bids, the University may choose a vendor to provide exclusive pouring rights and beverage vending and a different vendor to provide snack vending.

SECTION 5 – EVALUATION PROCESS/CRITERIA

5.1 EVALUATION PROCESS

Shepherd University will evaluate all acceptable proposals based on the criteria identified. Proposals will be rated using a weighted point scheme, and then ranked. The proposal receiving the highest ranking will be declared the most advantageous to the University. The University will choose One (1) Exclusive Pouring Rights partner but may choose a third party to provide snack vending and certain non-exclusive beverages.

5.3 EVALUATION CRITERIA

The evaluation criteria are listed below and will be used to assess the pouring rights vendor as well as a potential third-party vending partner. One Exclusive Beverage Partner will be chosen. In addition to the beverage partner, an additional vendor may be selected to provide snack vending using the same criteria.

- *Cash Rights, Sports Drink Designation Fee, and Ongoing/Annual Scholarship and Other Cash Support (25%)*
- *Product Pricing, Commissions, and Rebates (20%)*
- *Vending Partnership (20%) as depicted through equipment technology, service, menus, sustainability, healthy product offerings, etc.*
- *Equipment and Service (10%)*
- *Marketing Proposal, Innovations, and Promotional Support (25%)*

For snack vending offers, the committee will rate proposals based on the criteria above related to snack vending including commissions, sponsorship, proposed services, and marketing

SECTION 6 – GENERAL CONTRACTUAL TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. **BUYER:** For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the W. Va. Division of Labor, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of the Order and it is subject to termination by the Buyer for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
9. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips invoices and correspondence.
13. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the West Virginia Code.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. **SELLER:** For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase order from the Buyer.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
18. **TAXES:** The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

ATTACHMENT A
PROPOSAL RESPONSE CERTIFICATION
SHEPHERD UNIVERSITY

DATE

The undersigned, as proposer, declares that he/she has read the Request for Proposals and the following proposal is submitted on the basis that the undersigned, the company and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name of Proposer

Signature of Proposer

Title

Firm Name

Street Address

City, State, Zip

Telephone

E-mail Address

ATTACHMENT B
BACKGROUND AND HISTORY OF THE COMPANY

SUMMARY C
ORGANIZATION INFORMATION

ATTACHMENT D

DESIRED AND VALUE-ADDED FINANCIAL ITEMS

CASH RIGHTS FEE

Fill in the information below and include with your response.

CASH RIGHTS FEE FOR EXCLUSIVE SOFT DRINK POURING RIGHTS AT SHEPHERD UNIVERSITY.
SUBMIT A CASH RIGHTS FEE PROPOSAL FOR A TEN (10) YEAR CONTRACT.

1. TEN (10) Year Exclusivity Rights Fee (one-time payment due on or before JULY 1, 2026)

\$ _____

Identify if vendor would like to add future payments if the University chooses to extend the contract agreement beyond ten (10) years.

Year 11 \$ _____

Year 12 \$ _____

Year 13 \$ _____

ATTACHMENT E

OFFICIAL SPORTS DRINK DESIGNATION FEE

Fill in the information below and include with your response.

SPONSORSHIP FEE FOR RIGHT TO USE THE DESIGNATION FOR PROPOSERS ISOTONIC DRINK AS "THE OFFICIAL SPORTS DRINK OF SHEPHERD UNIVERSITY ATHLETICS" SUBMIT A SPONSORSHIP FEE PROPOSAL FOR A TEN (10) YEAR CONTRACT.

TEN (10) Year Sponsorship Fee (first payment/one-time payment due on or before July 1, 2026)

\$ _____

Identify if vendor would like to add future payments if the University chooses to extend the contract agreement beyond ten (10) years.

Year 11 \$ _____

Year 12 \$ _____

Year 13 \$ _____

ATTACHMENT F

COMPREHENSIVE VENDING ALTERNATIVES/PARTNERSHIP

Proposing vendor may bid on one of the following:

1. Beverage and/or snack vending in addition to Exclusive pouring rights (indicate if vendor is declining to provide snack vending)
2. Exclusive pouring rights only
3. Snack vending only with potential to vend certain bottled beverages that are not part of the Exclusive Pouring Rights contract (see section 3.4).

ATTACHMENT G

PRODUCT PRICING AND SOFT DRINK BEVERAGE/SNACK LIST

NON-VENDED SOFT DRINKS

Please provide the brand name and flavors of each product listed below that Proposer intends to provide.

COMPLETE THE FOLLOWING:

PRODUCT	Brand Name	Price	Estimated Annual Usage
Post-Mix Soda			
5-gallon BIB	_____	_____	1,435 cases
3-gallon BIB	_____	_____	845 cases
			<ul style="list-style-type: none"> • Currently dispense Pepsi, Diet Pepsi, Mt. Dew, Dr. Pepper, Lemonade, Gatorade, Fruit Punch, Starry, Root Beer, and fruit juice across the various campus fountains. Prospective vendors should propose a similar product mix for across campus.
CO2 (bulk or by cannister)			
Canned Soda			
2/12 pk 12 oz. Cans	_____	_____	750 cases
Bottled Soda and Fruit Drinks			
24/20 oz. Plastic	_____	_____	720 cases
Bottled Isotonic Beverages			
24/20 oz. Plastic	_____	_____	800 cases
Bottled Fruit Drink (various)			
12/12 oz. Plastic/glass	_____	_____	580 cases
Bottled Teas (various)			
24/20 oz.	_____	_____	560 cases
Bottled Drinking Water (various)			
24/20 oz. Plastic	_____	_____	1,100 cases
Muscle Milk and Protein Drinks			
12/15 oz			150 cases
Starbucks and Energy Drinks			
12/16 oz			750 cases
Other Proprietary Beverages Offered			

ATTACHMENT H-EQUIPMENT & SERVICE

Proposer will provide state of the art equipment to showcase the products in the different areas of the College to ensure sales of products. The equipment and services identified are listed in Attachment H for ease of identification.

SHEPHERD DINING SERVICES

Student Center

Rams Den:

- 1 Counter Post Mix Model dispensing unit with carbonator and eight (8) flavor heads. This unit should be able to support an ice maker and dispense carbonated and non-carbonated beverages.
- At least two, two-door refrigerators for bottled beverages.

New Dining Hall:

- 1 Counter Post Mix Model dispensing unit with carbonator and eight (8) flavor heads. This unit should be able to support an ice maker.
- 1 Post Mix 8 head non-carbonated beverage dispensing unit
- 1 Juice machine with up to 4 flavors
- Offer Ice Tea program with multiple flavors (sweet, unsweet, and infused)
- Catering Ice Tea Brewer
- Two Door Display refrigerator

Fireside Bistro:

- At least two, single door refrigerators for bottled beverages. Additional refrigerators will be considered as space allows. The University Dining Service may wish to utilize some refrigerator space for non-competing food items to be paired with beverages (such as salads and fruit cups).

College Bookstore:

- 1 x 2 door display refrigerator with sliding front doors. Refrigerator to be approximately 4' W X 6' H. Unit to have 5 shelves and casters.
- 1 x 1 door display refrigerator with hinged front door. Refrigerator to be approximately 2'W X 6' H. Unit to have 5 shelves and casters.

Riverside Market:

- At least three, two door refrigerators for bottled beverages
- One single-door refrigerator

Concessions

Ram Stadium Eastside:

- 2 Counter Post Mix Model dispensing unit with carbonator and six-(6) flavor heads. This unit should be able to support ice-making.
- 3, 2 door display refrigerators with sliding front doors. Refrigerator to be approximately 4' W X 6' H. Unit must have 5 shelves and casters.

Ram Stadium Westside:

1 each – Counter Post Mix Model dispensing unit with carbonator and six-(6) flavor heads. This unit should be able to support ice-making.

1 each – single display refrigerator with sliding front doors. Refrigerator to be approximately 4' W X 6' H. Unit must have 5 shelves and casters.

Butcher Center Arena:

1 each – Counter Post Mix Model dispensing unit with carbonator and eight - (8) flavor heads. This unit should be able to support ice-making.

2, 2 door display refrigerator with sliding front doors. Refrigerator to be approximately 4' W X 6' H. Unit must have 5 shelves and casters.

1 Single Door refrigerator

Off-Site Concessions: the proposer should give detailed ideas on how to set-up and conduct off-site concessions for various other campus venues and events including equipment and supporting marketing collateral to support retail operations across the campus and community (for example soccer, baseball, softball, and outdoor concert venues).

ATTACHMENT I-VENDING

VENDED BEVERAGES

Beverage Sales \$29,935 (Fiscal year 2023)
 Beverage Sales \$33,368 (Fiscal year 2024)
 Beverage Sales \$33,665 (Fiscal year 2025)

Vended Soft Drink Beverages and Snacks that Proposer intends to provide. All products must have proposed retail selling price listed. Also, list brand name and flavors/types of each product listed below.

COMPLETE THE FOLLOWING:

PRODUCT	Brand Name	Commission	Selling Price	Current Commission
Soda				
20 oz. Bottle	_____	_____	\$2.50	42%
Fruit Drink				
20.oz. Bottle	_____	_____	\$2.75	20%
Drinking Water				
20.oz. Bottle	_____	_____	\$2.50	42%
Isotonic Beverages				
20 oz. Bottle	_____	_____	\$2.75	20%
Tea				
20 oz. Bottle	_____	_____	\$2.75	20%
Carbonated Energy Drinks			\$3.50	20%

- *Commission on gross sales*

VENDED SNACKS AND CERTAIN EXCLUSIVE BEVERAGES

Snack and Beverage Sales \$35,058 (Fiscal year 2023); *beverage includes Mountain Dew and Dr. Pepper*
 Snack and Beverage Sales \$36,825 (Fiscal year 2024)
 Snack and Beverage Sales \$28,781 (Fiscal year 2025)

- *note – includes Mountain Dew and Dr. Pepper sales*

PRODUCT	Brand Name	Commission %	Selling Price	Current Commission
Chips	_____	_____	\$3.15	26.5%
Crackers	_____	_____	\$2.70	26.5%
Candy	_____	_____	\$4.55	26.5%
Pastries	_____	_____	\$4.00	26.5%
Cookies/Bars	_____	_____	\$3.15	26.5%
Mtn. Dew/Dr. Pepper			\$2.50	28.6%

ATTACHMENT I

VENDING

Snack and beverage vending machines are at locations listed below. All machines should have credit card readers that accept mobile as well as card technologies and are enabled to accept the Rambler Card as a currency for payment. The University would also like the vendor to propose strategies to unify key destination vending locations (e.g. Wellness and White Hall) with an overall branded retail look.

Locations

Beverage Vending Machines:

Butcher Center Gatorade	P
Butcher Center – Pepsi	P
Butcher – DP/MD	P
Byrd Science – Glass Front	A
CCAI – Glass Front Aquafina	A
CCAI – Pepsi	A
CCAI – DP/MD	A
Frank Arts Center – Glass Front Aquafina	P/A
Frank Arts Center – Pepsi	P/A
Knutti Hall – DP/MD	A
Library 24 HR – Glass Front	A/C
Potomac Place 24 HR – DP/MD	R
Potomac Place Resident – Glass Front	R
Shaw Residence Hall – Pepsi	R
Shaw Residence Hall – DP/MD	R
Student Center Game Zone – Pepsi	S/C
Stutzman-Sloanaker – Pepsi	A
Thatcher Residence Hall – Pepsi	R
Thacher Residence Hall – DP/MD	R
Wellness – Glass Front	S/C
Wellness – Pepsi	S/C
White Hall 1 st floor – Glass Front (large)	A
White Hall 2 nd floor – Glass Front	A
White Hall 2 nd – DP/MD	A
Total Beverage	24

A – Academic, C – Community, P – Performance, R – Residential, S - Student

Snack Vending Machines:

Locations

CCA	P
Frank Arts Center	P
Potomac Place – 24 HR	R
Potomac Place - Resident	R
Library 24 HR	A/C

Shaw Residence Hall	R
Student Center	S/C
Stutzman Commuter Lounge	A/S
Thatcher Residence Hall	R
Wellness Center	S/C
White Hall – 1 st floor	A
White Hall – 2 nd floor	A
Total	12

A – Academic, C – Community, P – Performance, R – Residential, S - Student

ATTACHMENT J

ADDITIONAL ITEMS, INNOVATIONS, AND PROGRAMS

- a. Cash contribution to University priorities including Ram Stadium sponsorship opportunities, investment in co-branding with the University, leadership grants, scholarship programs, sideline support for student athletes and programs (e.g. individual and bulk beverage containers, towels, etc.), and/or cost recovery for technology replacement. Please submit a schedule if offering funding in this particular item.
- b. Support for Student, Staff and/or Academic Program Initiatives
 - *Athletic Event Support*
 - *Student Leadership Team Events*
 - *Performing Arts and Program Board Events*
 - *Sustainability Initiatives*
 - *Student Internship opportunities*
- d. Athletics: in-kind or cash support for top priorities include scoreboards/videoboards, co-branded directional signage for athletic venues, video board for football, sideline supplies for teams (e.g. towels).
- e. Providing Drinks for Athletic Team home/away practices, conditioning season, and games.

ATTACHMENT K

MARKETING PROPOSAL

This information should include the marketing resources the successful proposer will utilize to market and promote Shepherd University initiatives and campus events through its relationship with Shepherd University. Any proposals presented that may be feasible for the University will be given full consideration. This information should be presented as Attachment K.

Some of the marketing resources may include, but may not be limited to the following examples:

- a. Promotional cups/sport bottle carriers, towels, and other sideline supplies for athletic teams throughout the season. Other prizes connected to frequency buy promotional programs.
- b. Banners for special events.
- c. Seasonal promotions for Dining Services themed meals and other events such as Orientation, Catering Events, etc.
- d. T-shirts, Hats, Frisbees, Isotonic Drink paraphernalia, etc.
- e. Suggestions for on-going co-branding throughout the region to promote the image of the University and beverage partner. For example, co-branding may include a plan to convert vending machine fronts to include a pleasing combination of the Proposer's product logos in conjunction with the University's approved logos, University logos on vendor delivery trucks, or vendor logo images on University scoreboards or other prominent locations.
- f. Product or merchandise for giveaways, contests, and samplings.
- g. Sponsoring for intramural tournaments and fundraising events.

Proposer should provide a detailed written description of the value of each part of the proposal. The value of the marketing should be commensurate with the past support campus programs have come to count on to support costs of key campus events.

ATTACHMENT L
VENDOR CLIENT REFERENCES

Company 1 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ Phone No.: _____

Products and/or Services Used: _____

Company 2 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ Phone No.: _____

Products and/or Services Used: _____

Company 3 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ Phone No.: _____

Products and/or Services Used: _____

Company 4 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ Phone No.: _____

Products and/or Services Used: _____

ATTACHMENT M

BANK REFERENCE

Bank 1 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ Phone No.: _____

Products and/or Services Used: _____

Bank 2 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ Phone No.: _____

Products and/or Services Used: _____

Bank 3 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ Phone No.: _____

Products and/or Services Used: _____

Bank 4 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ Phone No.: _____

Products and/or Services Used: _____

ATTACHMENT N
CLAIMS OR LAWSUIT INFORMATION

ATTACHMENT O
VENDOR EXCEPTIONS