RISK MANAGEMENT AND CONTRACT SERVICES

Request for Proposal

Date Issued: 03/04/19

Due Date/Time: 03/29/19 3 p.m. ET

RFP #03-04-19 EXCLUSIVE BEVERAGE POURING RIGHTS

Sealed proposals must be received at Contract Services, located in the Administration Building, Room 182, Shawnee State University, Portsmouth, OH, 45662, by the date and time specified above, and opened immediately thereafter for the same Request for Proposal above. Proposals received after that date and time will be returned to the vendor unopened, upon request.

Proposals are to be submitted in accordance with the enclosed RFP Response Instructions and Specifications. There will not be a formal proposal opening.

Questions pertaining to any specifications contained herein should be directed to Joe VanDeusen at jvandeusen@shawnee.edu.

Contract Services shall at all times reserve the right to reject any or all proposals, award partial proposals, waive any proposal informalities or irregularities, and request new proposals if doing so is deemed to be in the best interest of Shawnee State University.

SHAWNEE STATE UNIVERSITY CONTRACTS SERVICES

Joe VanDeusen
Director, Risk Management & Procurement

PLEASE READ THE INFORMATION BELOW:

By signing this document, I am agreeing, on behalf of my firm, to the specifications of this RFP and accepting, without exception or amendment, Shawnee State University’s Standard RFP Agreement Terms, which can be accessed at http://www.shawnee.edu/offices/procurement-services/purchasing/request-for-proposals.aspx. All Purchase Orders resulting from this RFP shall be subject to these instructions, terms, and requirements that shall be incorporated therein.1

SUBMITTED BY

(Company Name)

AUTHORIZED SIGNATURE __________________________ DATE ________________

(Printed Name and Title)

1 Should a bidder take exception to the University’s Standard RFP Agreement Terms, the bidder must submit such exceptions and/or amendments in writing to the contact above within five (5) business days prior to the Proposal Closing Date. The University reserves the right to reject some, all, or none of the proposed exceptions and/or amendments and asserts its Standard RFP Agreement Terms.
REQUEST FOR PROPOSAL #03-04-19
EXCLUSIVE BEVERAGE POURING RIGHTS

March 4, 2019

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SECTION 1

Definitions

Relative to this document, and any addenda incorporated herein, the following definitions apply.

**Addendum(a):** Written instruments, issued solely by Shawnee State University Contracts Services (SSUCS), that detail amendments, changes, modifications, or clarifications to the specifications or terms and conditions of this Request for Proposal (RFP). Such written instruments shall be the sole method employed by SSUCS to amend, change, modify, or clarify this RFP, and any claims (from whatever source) that verbal amendments, changes, modifications, or clarifications have been made shall be summarily rejected by SSUCS.

**Agreement, Contract, Purchase Order:** Formal award resulting from the Request for Proposal or Request for Quotation.

**Beverage or beverages:** Carbonated and non-carbonated, non-alcoholic, natural, or artificially flavored drinks including, but not limited to, non-alcoholic drinks with nutritive or non-nutritive sweeteners, flavored and/or sweetened mineral water, natural or artificially flavored bottled or canned fruit juices, fruit and/or juice-containing drinks and fruit flavored drinks, cold tea products, isotonic drinks, and all drink or beverage bases from which such drinks and beverages could be prepared. It is understood that "Beverages" shall be limited to those beverages and drinks expressly identified or included in this definition.

"Beverage" or "beverages" shall not include, milk, flavored milk, beer (alcoholic, low alcoholic and non-alcoholic), freshly brewed coffee, freshly brewed tea, hot chocolate, all juice squeezed fresh on campus, and other beverages determined by the University’s finance office to be in the best interest of the University. Any products used for academic research or medically related patient care are expressly excluded from "Beverages" as used herein.

**Campus:** The acres of the Shawnee State campus, unless otherwise noted, including but not limited to any and all athletic facilities, business offices, student facilities including residence halls, classrooms, the Bears’ Den, concession stands, snack bars, bookstore, dining halls, and any and all other buildings or facilities which currently comprise the campus of Shawnee State University or which may be acquired or constructed during the term of the anticipated Exclusive Pouring Rights Agreement and which are operated by or directly in conjunction with the University.

**Design Services:** Engineering and/or architectural services which include the conceptual development, proposed design, and/or actual plan drawings, blueprints, and/or other schematics to produce a scope of services and work.

**Exclusivity:** The 'exclusivity' provided by the anticipated Pouring Rights Agreement is not intended to include activities not identified or included in the definitions of the Agreement. “Exclusivity” does not include any student, faculty, staff, visitors, or guests who bring beverages on campus for personal consumption.

**FOB:** “Free on Board”; without charge to the purchaser for delivery on board or into a carrier at a specified point or location.

**SSU:** “Shawnee State University”

**SSUCS:** “Shawnee State University Contracts Services”

**The University:** “Shawnee State University”
**May, Should:** Indicates something that is requested but not mandatory. If the Bidder fails to provide information, SSUCS may, at its sole option, either request that the Bidder provide the information or evaluate the Proposal without the information.

**Proposal Closing Date:** The date and time specified in the RFP by which a sealed proposal must be received by SSUCS. Proposals received after the stated date and time will not be considered.

**Proposal Issue Date:** The date and time the RFP process is opened for submission by prospective vendors.

**Proposal, Quotation:** Response provided by proposer.

**Proposer, Bidder, Vendor, Supplier, Contractor:** Respondent to the RFP or RFQ.

**RFP:** Request for Proposal

**RFQ:** Request for Quotation

**Shall, Must, Will:** Indicates a mandatory requirement. Failure to meet mandatory requirements will invalidate the proposal or result in the rejection of a proposal as non-responsive.
SECTION 2

RFP Summary and Agreement Terms

Introduction

State University seeks proposals from qualified suppliers to provide financial support to the University in exchange for the exclusive sale of specific beverages on its campus in Portsmouth, Ohio. Additionally, Shawnee State will provide promotional opportunities associated with its athletic programs. The University hopes to establish a relationship that will complement the many new and exciting initiatives currently underway on the Shawnee State campus. Interested companies are encouraged to visit the University’s home page, located at www.shawnee.edu to learn more about Shawnee State University (the “University”).

This RFP is part of a competitive procurement process which helps to serve the University’s best interests. It also provides qualified firms with a formal and unrestrictive opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the process of competitive sealed bidding. The latter process is usually used where the goods and services being procured can be precisely described and price is generally the determinative factor. With an RFP and competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility to negotiate with one or more contractors to arrive at a mutually agreeable relationship. Check your proposal carefully for it may not be corrected after the proposal has been opened.

To be given the fullest consideration, Respondents are to submit one (1) original and five (5) copies of their proposal to Shawnee State University, Contracts Services, located in the Administration Building, Room 182 (mailing address is 940 Second Street, Portsmouth, OH 45662-4344), by 3 p.m. local time, Friday, March 29, 2019. Proposals must be submitted in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP). This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the University. The Respondent chosen will be determined based upon the University’s evaluation of submitted proposals.

RFP Agreement Terms

Respondents are cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. To be considered, respondents must submit a complete response to this RFP in the format detailed by the specifications. Proposals must be dated, signed by an official authorized to bind the respondent to the terms of their proposal, and submitted to the University in accordance with the instructions, terms, and conditions of this RFP.

The University reserves the right to:

- Reject any or all proposals received in response to this RFP;
- Request clarification from any respondent on any or all aspects of its proposal;
- Cancel and/or reissue this RFP at any time;
- Retain all proposals submitted in response to this RFP; and,
- Invite some, all, or none of the respondent(s) for interviews and further negotiations/discussion. The University reserves the right to negotiate the pricing and all terms and conditions associated with this RFP process with the selected vendor(s).
SECTION 3

RFP Response Requirements and Checklist

1. RFP SCHEDULE OF EVENTS—Shawnee State University will make every effort to adhere to the schedule below.

The University will make every effort to adhere to the schedule below:

- RFP Issued via the University’s website: March 4, 2019
- Deadline for submitting written questions: March 18, 2019, 3 p.m. ET
- Addendum posted to the website, if necessary: March 21, 2019, 5 p.m. ET
- RFP Proposal Closing Date: March 29, 2019, 3 p.m. ET
- Final Negotiations and Award: April 12, 2019
- Contract to Begin: September 1, 2019

2. RFP RESPONSE FORMAT

a. Respondents should carefully read the information contained herein. Responses must address all aspects of the RFP and should follow the chronology of the RFP. Provide one (1) original and five (5) copies of your response; one (1) of the copies should clearly be labeled “MASTER.” Should a discrepancy arise between copies of the responses, the information contained in the “MASTER” copy shall prevail.

b. Responses may be submitted in a 3-ring binder or loose-leaf on 8 1/2 x 11 letter-sized paper. Each response should be prepared simply and economically.

3. BID PACKAGE REQUIREMENTS CHECKLIST

Due by RFP Closing Date/Time: March 29, 2019, 3 p.m. ET

- One (1) original and five (5) copies of RFP response, with one of those copies labeled “MASTER”
- Attachment A, RFP Response and Certification Form, completed and signed
- Attachment B, Pricing Schedule, completed and signed
- Attachment C, Credit Card Acceptance Form, completed and signed
- A customer reference list of no fewer than three organizations- preferably public universities or government entities- with which the vendor currently has contracts or has previously provided pouring and vending services of equal type and scope within the past five years. Reference list shall include company name, contact person, and telephone number.
- Detailed prices, which include all shipping costs, for the products listed on Attachment B, Pricing Schedule. The proposal should include pricing for drop shipping and an alternate proposal for a full service vending operation.

The University reserves the right to request, at its sole discretion, from some or all of the respondents, any information or documentation it deems necessary for the issuance of an agreement.
4. QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL

a. All questions are considered formal and must be submitted via email only to jvandeusen@shawnee.edu by 3 p.m., ET, on March 18, 2019. Answers to questions submitted by the deadline will be issued via an addendum posted to the University’s website no later than 5 p.m. ET, March 21, 2019.

b. Apart from contact required for any ongoing business at the University, respondents are specifically prohibited from contacting any individual at or associated with the University regarding this RFP. Vendor communication shall be limited to the individual named on the cover page of this document. A vendor’s failure to adhere to this prohibition may, at the University’s sole discretion, disqualify the vendor’s proposal.

5. RFP PROPOSAL CLOSING DATE, TIME, AND LOCATION

a. Responses to this RFP must be received by 3 p.m. ET on March 29, 2019.

The University receives deliveries Monday through Friday only.

The University accepts no responsibility for delays in the university mail system, the U.S. Postal Service, or any commercial mail carrier. It is the responsibility of the respondent to ensure that its proposal is delivered to the proper place by the proper time. Any proposals received after the stated date and time, or those that do not contain the correct number of copies will be disqualified.

b. Proposals will be received, Monday through Friday, at:

Mailing Address: Shawnee State University
Contracts Services
940 Second Street
Portsmouth, Ohio 45662-4344

Delivery Address: Shawnee State University
Contracts Services
Administration Building, First Floor, Room 182
Portsmouth, Ohio 45662-4344

c. Bid envelopes shall be sealed and clearly marked:

RFP #03-04-19
Exclusive Beverage Pouring Rights
Shawnee State University

d. Bid envelopes must include:

One (1) original and five (5) copies of the respondent’s proposal, with one of those copies labeled “MASTER”

e. Fax or e-mail responses will not be accepted.
1. BACKGROUND

Established in 1986, Shawnee State University offers outstanding academic value in the state of Ohio, and beyond, with one of the lowest tuition rates in the state and excellent academic opportunities. Shawnee State University is a best-value university offering a wide variety of high-quality, signature programs while also offering small class sizes, and personal attention. We pride ourselves on being a place where professors know their students by name, and where our students can make a name for themselves.

Our campus is located along the beautiful banks of the Ohio River in historic Portsmouth and is approximately 100 miles south of Columbus and directly across the Ohio River from Kentucky. The University is student-focused, offering a highly personalized, affordable, and accessible education dedicated to the exploration of emerging technologies and emerging ideas. SSU’s mission is to prepare today’s students to succeed in tomorrow’s world. SSU values student-focused service, community engagement, authentic dialogue, thoughtful risk-taking, and a culture of continuous improvement.

The University currently has an enrollment of approximately, 3,253 full and part-time students and offers more than 70 associate, bachelor, and master’s degree programs in three colleges—the College of Arts and Sciences, the College of Professional Studies, and University College. The University has approximately 300 full- and part-time faculty and staff with a faculty-to-student ratio of 1:16.

Our graduates go on to make a name for themselves in the fields of education; medicine; fine, digital and performing arts; English and humanities; mathematical sciences; natural sciences; social sciences; business administration; industrial and engineering technologies; health services; and in many areas not yet imagined.

2. PURPOSE & SCOPE OF THE POURING RIGHTS PROGRAM

The major goal of this RFP is to enhance current operations and service levels while maximizing financial support and increasing revenues to the University. The selected firm will help the University improve the sale and availability of beverages at Shawnee State’s facilities and through University operations. The University and selected firm will pursue innovative and effective distribution, merchandising, and marketing opportunities. The selected firm will provide a national brand of soft drink, a complete selection of current high-demand products, and a demonstrated ability to offer future products. The selected firm will need to support the University with state-of-the-art vending and fountain equipment while also providing outstanding maintenance and customer service.

We request that each respondent provide a Plan to support its proposal. As discussed in greater detail in the following pages, the Plan should describe the financial and operational objectives. We recognize the accountability of each partner to be supportive and responsive to the other and the communities served by an exclusive beverage agreement. We specifically solicit recommendations regarding the role and responsibility of the University in supporting the Pouring Rights Program objectives.

The Pouring Rights Program will further the University’s broader and common objectives of creating a user-friendly community, inclusive strategic planning, financial responsibility, community outreach, and diversity. Similarly, the Pouring Rights Program will identify and support appropriate strategic objectives of the beverage supply partner.
The expectations, rights, and obligations of each partner should be anticipated, identified, and reviewed at the outset and throughout the Pouring Rights Program to create and continue a positive, productive, and lasting relationship.

The University anticipates the execution of a Pouring Rights Program Agreement evidencing the rights and obligations of the University and the beverage supply partner. All written material submitted in response to this Request for Proposal becomes the property of the University and may be appended to the contract between the parties.

The anticipated Pouring Rights Program Agreement will be, in form and substance, consistent with applicable University policies and regulations regarding the creation and execution of such an agreement. The failure of any respondent to receive or examine any contract, document, form, addendum, or to visit the sites and acquaint itself with conditions there existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University’s intent to incorporate such terms and conditions into the Pouring Rights Program Agreement.

The University may request that any respondent clarify or supplement any information contained in any Pouring Rights Program Proposal. The University reserves the right to negotiate modifications to any proposal with the selected beverage supply partner, without obligation to communicate, negotiate, or review similar modifications with other respondents.

The University is soliciting proposals that describe opportunities and strategies to modify, support, and/or improve existing beverage sales, distribution channels, and operations. The University is specifically requesting recommendations on how to maximize the opportunities available to a beverage partner. Where more than one alternate is proposed, responses should describe each option in sufficient detail, to allow the University to evaluate the benefits of each plan. The University may consider and include any proposal alternative in the creation of a beverage contract. The University may include in the Pouring Rights Program none (0), one (1), or any number of proposal alternatives.

**Pouring Rights Program Plan:** In support of its financial and operational objectives, each respondent will provide a detailed Pouring Rights Program Plan. The Plan should identify specific sales and revenue objectives for each product and distribution channel. The Plan should also include assumptions and commitments required to obtain those goals.

The Plan should describe the programs and resources that support the likelihood of achieving the identified objectives. The Plan should also include service and reporting commitments, together with specific suggestions regarding communication, planning, and performance review. The Plan represents an opportunity for each respondent to provide examples of its innovation, alternative distribution strategies, operational opportunities, marketing proposals, and understanding of the University’s communities and objectives.

With respect to various aspects of the Pouring Rights Program, the University will require specific financial commitment throughout the term of the Agreement (i.e., annual marketing support). On occasion, the specific financial commitment may not be identified for the entire intended term of the Agreement. For example, the University requires a specific three (3) year commitment to maintain the cost of all products to be provided by the beverage supply partner. The Proposal should include suggested procedures for dialog and agreement regarding the review of requested price increases in other similar mutual circumstances.

**University Beverage Operations:** The University currently distributes and/or promotes beverages through the following operations:
• The Bears’ Den (Morris University Center)
• Smith Coffee House (Morris University Center)
• C-Store (Morris University Center)
• Vending Machines (campus-wide)
• Athletic Facilities (Rhodes Center)
• Vern Riffe Center for the Arts

The Pouring Rights Program will support existing and future University distribution. Proposals should reflect the beverage supply company’s commitment to provide products, equipment, service, and marketing support to each current, additional, or alternative distribution channel identified in the Plan.

Selections: The beverage supply company will identify and provide, or offer to provide, at the University’s option, all cold beverages packaged, manufactured, or distributed by or otherwise available (i.e., through agreements, partnerships, alliances, or other cooperative efforts) to the beverage supply company. The beverage supply partner will commit to provide and offer to include in the Pouring Rights Program, on measurably comparable terms and conditions, all future beverages manufactured, packaged, or distributed by or otherwise made available to the beverage supply company. Unless otherwise specified in the proposal, it is understood that the Pouring Rights Program will make available to the University, at its option, all current and future cold beverages offered by the beverage supply company.

Specifications: All beverages will be made available to the University in packages and pursuant to specifications reasonably requested by the University. The proposal shall identify all cold beverages sold or distributed by the beverage supply company, including all specifications that fully describe the portion size, packaging, and dispensing capability in concentration (if applicable) of each beverage. The proposal should include a complete listing of all syrup and concentrate flavors offered by the beverage supply company.

Cost of Product: The University requires a minimum of a three-year commitment of the cost of beverages to be purchased by the University in support of the Pouring Rights Program. The proposal must identify a pricing structure for all beverages sold, distributed, or otherwise offered by the respondent that best supports the Pouring Rights Program objectives. The proposal should include specific pricing commitments and incentives.

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

The proposal should identify the beverage category, package size, and case count (if applicable), and cost of each beverage product offered by the respondent. The cost schedule should be provided in sufficient detail to identify costs of all products and any volume incentive.

The proposal should include pricing for drop shipping and an alternate proposal for a full service vending operation.

Equipment: The beverage supply partner will be required to supply, install, service, and maintain all vending, fountain, display, and other equipment used to sell or display beverages, at no cost to the University. The supplier will submit in writing to the appropriate University representative requests for the relocation, addition, or removal of vending machine equipment, prior to any such changes being made.

Vending Beverage Equipment: The University outsources a full service snack and beverage vending program. The beverage vending operation may continue to be outsourced or may be University operated as a profit center, in a joint effort with the beverage supply company. Proposals should address both options. The option for continuing to outsource the vending operation must include a plan for renegotiating with the Bureau of Services.
for the Visually Impaired (the University’s current vending operator) to share commission equally with Shawnee State University.

**A current inventory and location of vending equipment is attached hereto as Appendix A.**

The University does not require that all buildings that contain multiple cold beverage vending machines maintain the present number except where the machines are located on different floors. Any additional buildings that the University builds or otherwise acquires will have vending machines added at the University’s request.

**Debit Card Technology:** Proposals should include the respondent’s commitment to participate in the operation of a debit card application for beverage vending machines. The selected beverage supply partner will be expected to purchase, and install in its beverage vending equipment, debit card readers compatible with the University’s campus-wide One Card program — a Blackboard product. More information regarding Blackboard and its “Transaction System” can be found at the following link: [https://www.blackboard.com/campus-access-card/blackboard-transact/transaction-solutions.html](https://www.blackboard.com/campus-access-card/blackboard-transact/transaction-solutions.html)

**Equipment:** The supplier is expected to provide all required equipment at no expense to the University. Unless otherwise indicated, the supplier will retain title to such equipment. Upon termination of the contract, the University will release equipment to the supplier. The University will assume no liability for damage to the equipment from fire, theft, vandalism, or other cause. The University, however, will use reasonable precautions to protect the supplier’s equipment.

If any type of equipment provided by the successful supplier will not fit into existing areas, any modifications (i.e., new counters, etc.) will be made at the supplier’s expense. Proposed renovations must be approved in writing by the University’s Department of Planning, Facilities, and Construction.

Appearance of all equipment provided will be aesthetically appealing, as determined by the University.

**Vending Machine Requirements:** The vendor must provide machines that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The vendor is encouraged to visit energystar.gov for complete product specifications and an updated list of qualifying products.

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

a. Lighting low power state — lights off for an extended period of time.

b. Refrigeration low power state — the average temperature is allowed to rise above 40˚F for an extended period of time.

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

**Equipment Maintenance Requirements:** The supplier will include in the proposal a plan for regular maintenance of all equipment, including vending equipment and the cleaning and flushing of post-mix and pre-mix beverage equipment. The supplier will be responsible for reimbursing the University for loss of sales and/or additional costs incurred due to equipment breakdown or inability to meet delivery requirements as referenced in this RFP.
**Fountain Equipment:** Dispensing equipment must be supplied, installed, serviced, and maintained by the beverage supply partner at no cost to the University. A description and location of fountain equipment currently operated by the University is provided below.

All equipment is expected to be installed in a “Turn Key” manner. Any and all pumps, product lines, filters, carbonating systems, etc. necessary to dispense the product are to be included. Racks to hold the bag in box products are to be included. Pushbutton controlled machines should also be an option.

**General Requirements:**

a. The Proposal should include the beverage supply partner's recommendation regarding placement and location of beverage fountain equipment to most effectively promote beverage sales and service.

b. All fountain equipment must be new and remain state-of-the-art throughout the term of the Pouring Rights Program.

c. All dispensers must be equipped with locks and/or shut-off valves at no cost to the University and shall be filtered with a stainless steel, vented, double check valve backflow. Equipment may be subject to approval by the University.

d. All dispensers must be equipped with separate water supply shut-off.

e. The syrup must be in five-gallon bags in a box. Any alternative specification requires express University approval.

f. CO2 tanks must be 20- and 50-pound capacities with capped faucet for sanitary purposes. Bulk CO2 and supporting equipment should also be made available.

**Retail Equipment:** The beverage supply partner shall supply, install, service, and maintain all equipment necessary to promote the sale of beverages at University retail facilities. All equipment supplied to support retail sales must be new and remain state-of-the-art throughout the term of the Pouring Rights Program. The Proposal should include equipment needed to promote retail sales.

**Catering:** The beverage supply partner will be required to provide and maintain new state-of-the-art equipment to display or resell beverages through the University's contracted catering operations.

**Service:** The University is committed to exemplary service. The Plan should describe the service and quality control program proposed by the beverage supply partner.

The beverage supply partner shall provide 24-hour service and repair of all vending and fountain equipment within 24 hours, 7 days a week, at no cost to the University. However, with respect to any and all university operations providing 3 meals per day, repair of fountain equipment must occur before the next scheduled meal service.

**Beverage Program Marketing Support:** The University recognizes the importance of timely and effective marketing to promote the sale of beverages on campus. These efforts are intended to support the sale of beverages on campus through all distribution channels (i.e., food service, retail, vending, athletic facilities, etc.). The Plan should include suggested and example strategies for the development and implementation of marketing initiatives.

**Performance Incentive:** The University recognizes the priority of measurable growth of beverage sales. The University looks to share in the accountability and benefits of real growth consistent with the shared growth objective. Respondents should provide a proposed performance incentive for each beverage category.

The performance incentive should be described in sufficient detail to determine the incentive for each product and volume of each product purchased in support of the Pouring Rights Program. Any volume or other variable incentive should be similarly specified.
**Food Service Partner:** Sodexo Management, Inc. is the University’s current food service provider. On November 7, 2018, the University issued a Request For Proposal to explore its options relative to its dining services program. A new contract for Food Service Management is expected to be awarded by March 31. Proposers are expected to partner with the food service provider in the execution of its duties under any pouring rights contract with the University.

3. **EXCLUSIVITY**

In addition to its commitment to increase the value of the Pouring Rights Program through the increased sale of beverages, the University recognizes the financial benefit of providing Pouring Rights Program opportunities to one, exclusive beverage supply partner. In consideration of this exclusive commitment, the University requests appropriate compensation. Proposals must specify the amount, form, and term of compensation for this commitment and any additional compensation that may be available to the University upon the exercise of the option to continue the Pouring Rights Program beyond the initial contract term.

The University solicits specific suggestions and expectations regarding the opportunity the University is providing for exclusivity. The list below is not intended to limit any suggestions the proposer might wish to offer.

**Immediate Needs of the University**

With the changing climate in higher education funding in the state of Ohio, Shawnee State finds itself in immediate need of financial, marketing, renovation, and equipment support for intercollegiate and intramural athletic activities and campus-wide student activities and events. Specific needs include, at a minimum:

- A campus-wide programming fund
- Upgraded seating inside the Frank & Janis Waller Gymnasium (bleacher backs)
- State-of-the-art video board inside the Frank & Janis Waller Gymnasium
- Wrapped trailer for concessions at open-air events; i.e. archery, tennis, soccer, etc.
- Media backdrop with logos
- Financial support and sponsorship for major student programming events including, but not limited to, Welcome Week, Springfest, and the annual Shawnee Gaming Conference
- Financial support and sponsorship for Athletic programming including the Fall and Spring Bear Run, Homecoming, and Hall of Fame induction ceremonies

**Areas Requiring Ongoing Support**

- Scholarships and other support for athletic achievement
- Annual support for intramural and intercollegiate athletic activities such as tournaments, game promotions, giveaways, samplings, production of printed materials, sponsorship of youth athletic clinics, youth days, and scholarships to youth athletic camps
- Sponsorship of resident advisor programs, events, and activities

**Periodic Opportunities for Reinvestment in the University**

- Upgraded or new scoreboards for the softball field used by the University currently located East of Branch Rickey field.
- Promotional items and giveaways including, but not limited to, t-shirts and other apparel, towels, car magnets, bags, tech accessories, drinkware, keychains, etc.
- Equipment including, but not limited to, ice machines, branded rolling coolers
- Advertising opportunities and permanent signage at the Rhodes Center in addition to the University’s soccer field, tennis courts, and the baseball and softball fields utilized by the University.
- Promotional beverage cans and water bottles that bear the University’s name and mark.
The University is willing to provide the beverage supply partner with the following:

- Exclusive beverage pouring rights in University dining and athletic facilities.
- Exclusive beverage signage rights in all athletics and intramural venues (to include temporary and/or permanent signage).
- Product and logo identification on cups and dispensing equipment.
- Exclusive beverage vending presence in all athletics and intramural facilities and in all other University vending locations. Vending includes all soft drinks, juice, and water, including isotonic beverages.
- Exclusive use of the University’s Department of Athletics names, symbols, emblems, designs, colors, uniforms, and logos (the “Marks”) on and off grounds after obtaining written approval from appropriate Shawnee State University representatives.
- Advertising presence on Shawnee State University’s Athletics webpage located at www.ssubears.com

EXCEPTIONS: If the beverage supply partner is not able to provide a specified product, the University reserves the right to purchase the product from an alternative source. The Pouring Rights Program does not apply to catered events not held on University property or fundraising activities.

4. DURATION OF CONTRACT

The contract shall commence on September 1, 2019 with an initial term of ten (10) years expiring on August 31, 2029. The contract may be extended, under the same terms and conditions, for two additional two-year periods upon the mutual agreement of both parties.

SECTION 5

Proposal Requirements and Evaluation Criteria

1. RESPONSE FORMAT

a. In order to receive consideration, respondents are required to submit one (1) original and five (5) copies of their proposal, with one of those copies marked “MASTER,” in a sealed envelope or package clearly indicating the contents, before and no later than the date and time specified on the RFP. All aspects of the proposal must be clearly explained; the respondent should not assume an opportunity to add further information will exist after submission.

b. All prices must be clearly set forth. Respondents are cautioned to write all descriptions and prices clearly so there is no doubt as to the intent and scope of the proposal. Erasures and other changes in the proposal must bear the signature or initials of the respondent. In the event of a price discrepancy, unit prices will prevail.

c. Signatures required: The RFP cover sheet and Attachments A, B, and C must be completed and signed by the person authorized by the respondent to sign such documents on their behalf. Failure to sign the proposal or submit the required signed forms may disqualify the proposal. Any proposal that does not include required signatures, prices, terms, the RFP number, date, and a realistic delivery promise may be considered an incomplete proposal.

d. Proposers may submit any number of proposals, but if more than one proposal is submitted, they should be included in the same document. For each distinct alternate proposal, add an appendix containing only those sections that differ from the main proposal. For each such instance, include an identifier such as Appendix A at the center top of the page.

2. EVALUATION CRITERIA
Representatives of the University will evaluate responses to this RFP as part of a selection committee. Further information may be requested of proposers after preliminary evaluations. Each proposer should be prepared to discuss and substantiate any aspect of its proposal. The selection committee’s criteria for evaluation will include (but is not limited to):

**Total economic value**

a. Product cost  
b. Vending commission  
c. Support of Shawnee State University program priorities  
d. Net dollar value analysis  
e. Student programming amenities  
f. Dining services amenities  
g. Athletic amenities

**Quality of the program**

a. Campus acceptance of product lines  
b. Ability to meet demand and delivery needs  
c. Reliable, state-of-the-art equipment  
d. Respondent experience, commitment, and demonstrated understanding  
e. Plan for routine and emergency delivery, service, and maintenance  
f. Qualifications of persons assigned to the project

**Firm’s reputation and stability**

a. Company history  
b. Relevant experience, qualifications, and success with programs of this type  
c. Resources available  
d. Quality of references

**Contract administration, communication, and reporting plan**

a. Plan for successful program implementation and continuous performance  
b. Accurate, thorough, and user-friendly reporting tools and controls  
c. Flexible, modern, and inclusive methods of administration and operation

**General quality and adequacy of response**

a. Creativity, thoroughness, and clarity  
b. Compliance with specifications in the RFP  
c. Responsiveness to the terms and conditions of the RFP
d. Contractual terms and conditions contained in the firm’s proposal

Any other factors relevant to the firm’s capacity and willingness to satisfy the University’s needs

References—Respondents shall provide contact name, telephone number, and email address of at least three (3) but no more than six (6) references, which shall be institutions of higher learning, where respondent has provided similar products and services as those proposed in this RFP, within the past two years. If such references are not available, list references that match as closely as possible. (Reputation of the respondent and respondent’s goods and services or respondent’s past relationship with SSU)

3. GENERAL

a. The University will not provide compensation to respondents for any expenses incurred by the respondent(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Respondents submit proposals at their own risk and expense.

b. The University reserves the right to conduct interviews with all or some of the respondents at any point during the evaluation process; however, the University may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

c. The University reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

d. Proposals and any other information submitted by respondents in response to this Request for Proposal shall become the property of the University.

e. Proposals that are qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the University at its option.

f. The University makes no guarantee that an award will be made as a result of this RFP. The University reserves the right to accept or reject any or all proposals, waive any informalities or minor technical inconsistencies, or delete any item-requirement(s) from this RFP or resulting Contract when deemed to be in the University’s best interest. Representations made within the proposal will be binding on responding firms. The University will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.

g. The Respondent deemed to be fully qualified and best suited among those submitting written proposals and/or oral presentations will be identified on the basis of the evaluation factors stated throughout the response instructions and specification sections. Negotiations may be conducted with any or all respondents. After negotiations are completed with respondents, SSU shall select and notify the respondent which has, in SSU’s opinion, made the best proposal, and award the contract to take effect on the dates negotiated with respondent. SSU reserves the right to judgment concerning quality of service and the respondent’s capability to service the agreement.

h. No Proposal—It is requested that those firms who do not desire to submit a proposal indicate the same by submitting a “No Proposal” to SSUCS.
ATTACHMENT A

RFP Response and Certification Form

This form must be completed and signed or your bid will be judged non-compliant and disqualified as non-responsive.

By signing below, Contractor warrants that it is not subject to an unresolved finding for recovery under ORC 9.24. If the warranty is false on the date the parties sign an Agreement resulting from this RFP, such and any future Agreement is void ab initio, and the Contractor must immediately repay to the State any funds paid under any such Agreement.

Company Name: _____________________________________________

Address: _______________________________________________________________________

Date: ________________________________ □ Bidder is an individual, the sole shareholder of a corporation or the sole member of a limited liability company.

Telephone: _____________________________ □ Bidder is NOT an individual, the sole shareholder of a corporation, or the sole member of a limited liability company.

Fax: ____________________________________ Federal Tax ID or Social Security Number:

Email: _______________________________________

All bids submitted are taken by the University as offers to sell by the bidder and acceptance shall occur only by the issuance of a University Purchase Order or Procurement Card or where appropriate, upon the execution of a written contract.

ELECTRONIC INVOICING AND PAYMENT CAPABILITY

All bidders must complete the following information:

1. Does your company offer electronic invoicing? □ Yes □ No

   If yes, please specify method: _____________________________________________

2. Is your company capable of receiving payment via ACH transfer? □ Yes □ No

BUY OHIO

Economic preference shall be awarded to Ohio Bidders and Bidders from “Border” states (Indiana, Kentucky, Michigan, New York, Pennsylvania, and West Virginia), provided those states do not impose economic restraints on products produced or mined in Ohio. An “Ohio Bidder” describes one who offers Ohio products (defined to mean products which are mined, excavated, produced, manufactured, raised, or grown in the state by a person where the input of Ohio products, labor, skill or other services constitutes no less than 25 percent of the manufactured cost) or a Bidder who demonstrates significant Ohio economic presence (defined to mean business organizations that have sales offices, divisions, sales outlets, or manufacturing facilities in Ohio or facilities demonstrate a significant capital investment in Ohio; pay required taxes to the state of Ohio; and are registered and licensed to do business in the state of Ohio with the office of Secretary of State).

The bidder □ is or □ is not considered a bidder from a “Border State” or an “Ohio Bidder,” as described above.

(Continued next page)
BUY AMERICAN

The goods ☐ are or ☐ are not produced or mined in the United States of America, its possessions, or Puerto Rico.

MINORITY BUSINESS ENTERPRISE

The bidder ☐ is or ☐ is not a minority business enterprise. A minority business enterprise is defined as an individual, partnership, corporation, or joint venture of any kind that is owned and controlled by United States citizens, residents of Ohio, who are certified by the state of Ohio Equal Opportunity Division, and who are one of the following economically disadvantaged groups: African-Americans, Native-Americans, Asian-Americans, and Hispanic-Americans.

E.D.G.E. (ENCOURAGING DIVERSITY, GROWTH, AND EQUITY) ENTERPRISE

The bidder ☐ is or ☐ is not an E.D.G.E. certified vendor. An EDGE participant must be a small, socially and economically disadvantaged business enterprise owned and controlled by U. S. citizens, who are Ohio residents and who are certified by the state of Ohio Equal Opportunity Division.

CONFLICT OF INTEREST

☐ The bidder certifies that none of the company’s directors, principal officers, or any family members (includes spouse, child, sibling, parent, grandparent, or grandchild) of company’s director or principal officers are employed by or an agent or officer of Shawnee State University.

☐ If any of the bidder’s directors, principal officers, or family members is an employee, agent, or officer of Shawnee State University, the bidder certifies such person(s) name(s) and position(s) below:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

Failure to complete this document with the requested information concerning any of the representations cited above will disqualify your proposal. The University, at its discretion, may disqualify your bid if any such representations are deemed inaccurate or any such employment or affiliation creates a potential conflict of interest.

Printed Name and Title _____________________________________________________________

Signature: ______________________________________________________________________ Date: ____________

Note: The provisions of this form are based on University regulations and the requirements of the Ohio Revised Code, Sections 125.081, 125.09, and 125.11.
RFP #03-04-19
Attachment B: Price Sheet

Proposal of: Company Name

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the contracted equipment and services as required pursuant to the aforementioned documents at the below quoted terms.

Pricing Schedule: Contractor shall provide a pricing structure based on a commitment to the entire project

Payment Terms

The following payment term options and discounts are quoted (the University’s suggested payment terms are NET 30). Bidder may offer additional payment term options and discounts for the University to consider.

Addenda Checklist: Receipt is hereby acknowledged of the following addenda to this RFP. (Initial if applicable)

No. 1 ______  No. 2 ______  No. 3 ______  No. 4 ______

Please Note:

Respectfully submitted,

By: ________________________________

Authorized Signature

Date: ________________________________
ATTACHMENT C

Credit Card Acceptance Form

This form must be completed and signed or your bid will be judged non-compliant and disqualified as non-responsive.

Will your company accept credit cards?  □ Yes  □ No

If yes, what is the maximum dollar limit per transaction, if any?  $___________

Does your company charge a fee for the use of credit cards?  □ Yes  □ No

If yes, under what circumstances?  ________________________________________________

(Indicating “yes” will be viewed as an extra charge. Companies are strongly discouraged from charging credit card transaction fees.)

If yes, what is the percentage charged for each transaction?  ______%

Company  ________________________________________________________________

Authorized Signature  __________________________________ Date  ___________________

Print Name  __________________________________________ Title  ____________________
<table>
<thead>
<tr>
<th>BUILDING</th>
<th>LOCATION</th>
<th>MACHINE</th>
<th>Cold Beverage</th>
<th>Hot Beverage</th>
<th>Snack</th>
<th>Pop/Snack Combo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Building</td>
<td>Ground Floor</td>
<td>3 pop &amp; water, 1 snack, 1 coffee</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Advanced Technology Center</td>
<td>Second Floor</td>
<td>1 pop, 1 water, 1 snack, ,</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Art Annex</td>
<td>Back Room</td>
<td>1 snack &amp; can pop combo</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Clark Memorial Library</td>
<td>First Floor</td>
<td>1 pop &amp; water, 1 pop, 1 snack, 1 coffee</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Education Building</td>
<td>First Floor</td>
<td>1 pop &amp; water, 1 snack</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hatcher Hall</td>
<td>Main Floor</td>
<td>1 pop and water</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Science Building</td>
<td>Second Floor</td>
<td>1 snack, 1 pop</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>James A Rhodes Athletic Center</td>
<td>Second Floor</td>
<td>1 water, 1 pop, 1 gatorade</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kricker Hall</td>
<td>Second Floor</td>
<td>2 pop &amp; water, 1 snack, 1 coffee</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Massie Hall</td>
<td>Fourth Floor</td>
<td>3 pop, 1 water, 2 snack, 1 coffee</td>
<td>4</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Vern Riffe Center for the Arts</td>
<td>Second Floor</td>
<td>2 pop &amp; water, 1 snack, 1 coffee</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>21</td>
<td>5</td>
<td>9</td>
<td>1</td>
</tr>
</tbody>
</table>

Receiving Building
Maintenance Building
Children's Learning Center

**VOLUME**

2,320  Sodexo – Bottle/can cases- year volume
2,198  Sodexo – fountain gallons- year volume
1,129  SSU Vending- cases  year volume-products for vending machines on campus