



**JACKSON STATE UNIVERSITY
Request for Proposals (RFP) 25-05
Beverage and Vending Services**

ISSUE DATE: February 18, 2025

ISSUING AGENCY: Office of Purchasing and Travel
Jackson State University
1400 John R. Lynch Street
Jackson, MS 39217

Sealed proposals, subject to the conditions made a part hereof, will be received until **Thursday, April 10, 2025 at 11:00 a.m. in the JSU Office of Purchasing and Travel**, same address as above, for furnishing services as described herein.

IMPORTANT NOTE: Indicate firm name and RFP number on the front of each sealed proposal envelope or package.

All inquiries regarding this RFP should be directed to:

Kimberly Harris
Director of Procurement Services
601-979-0978
kimberly.r.harris@jsums.edu

AND

Brenda Nash-Jefferson
Contracts Specialist
601-979-0699
brenda.l.nash-jefferson@jsums.edu

Any addendum associated with this RFP will be posted at <https://www.jsums.edu/finance/bid-information/> located under RFP 25-05. It is the respondent's responsibility to assure that all addenda have been reviewed and, if applicable, signed and returned.

Note 1: Questions concerning this RFP must be submitted in writing and will be accepted until **March 13, 2025** at 5:00 p.m. A summary of all questions and answers will be posted at <https://www.jsums.edu/finance/bid-information/> as an addendum located under RFP 25-05 **March 20, 2025** at 5:00 p.m.

Note 2: It is the respondent's responsibility to assure that all addenda have been reviewed and, if applicable, signed and returned.

RFP Response Checklist – Include these items in your response to RFP 25-05:

- a) Proposals shall be submitted in two packages (envelopes or boxes) marked as "Technical Proposal" and "Revenue Proposal" within a single package (envelope or box). The single package shall be sealed with "**RFP#25-05**" In the lower left-hand corner and *an electronic copy in PDF files on a flash drive*
- b) Technical Proposal – One (1) original and six (6) copies of parts 6(a)(i) (Cover Letter), 6(a)(ii) (Corporate Structure and Credentials), and 6(a)(iii) (Operations and Ability to Perform) should be sealed in a package with "**Technical Proposal**" in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page as "**Original.**" **NO INFORMATION IDENTIFYING THE VENDOR SHALL BE INCLUDED.**
- c) Revenue Proposal – One (1) original and six (6) copies of part 6(a)(iv) (Projected Financial Return to JSU) should be sealed in a package with "**Revenue Proposal**" in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page as "Original." **NO INFORMATION IDENTIFYING THE VENDOR SHALL BE INCLUDED.**
- d) Vendor Response to Management Requirements Questionnaire plus an overview of vendor qualifications, organizational profile (including operation under other Vendor names providing the same or similar services) and organizational chart. Describe how the organizational structure will ensure orderly communications, distribution of information, and effective coordination of activities, accountability, and decision-making authority.
- e) References: Provide three (3) similar or like clients as references, for which Respondent has performed (or is currently performing) work similar in nature and scope within the last five (5) years. Information should include:
 - Institution
 - Institution's Address
 - Contact name, telephone number, and email
 - Similarity with scope and size of the JSU
 - Length of time services have been provided

The proposal package must be received on or before **Thursday, April 10, 2025 at 11:00 a.m.** The respondent is responsible for ensuring that the proposal package arrives in the Office of Purchasing and Travel on time. The proposal package should be delivered or sent by mail to:

Office of Purchasing and Travel

Jackson State University

1400 John R. Lynch Street

Jackson, MS 39217

- f) Your response must include the signature page in this RFP (**See Appendix E**) and the signature of an authorized representative of the respondent's organization. The signature on the "Original" signature page should be in **blue ink**.
- g) JSU reserves the right to reject any and all proposals, waive informalities and minor irregularities in proposals received, and accept any portion of a proposal or all items bid if deemed in the best interest of the University.
- h) Proposals received after the stated due date and time will be returned unopened. **Submission via facsimile or other electronic means will not be accepted.**

The proposal package must be received on or before **11:00 a.m. on April 10, 2025**. It is the responsibility of the respondent to ensure that the proposal package arrives in the Office of Purchasing and Travel prior to the date and time indicated above. The proposal package should be delivered or mailed to:

OFFICE OF PURCHASING AND TRAVEL

JACKSON STATE UNIVERSITY

1400 John R. Lynch Street

Jackson, MS 39217

When using a delivery service or hand delivering, the address is: H.P. Jacobs Administration Tower, 4th Floor, Office of Purchasing & Travel, Jackson State University, 1400 John R. Lynch Street, Jackson, MS 39217. Deliveries can be made during this office's normal business hours of 8:00 a.m. to 5:00 p.m.

JSU reserves the right to reject any and all proposals and to waive informalities and minor irregularities. JSU may accept any portion of a proposal or all items, if deemed in the best interest of the University to do so.

In addition, the proposer shall not be in contact with any other Jackson State University representative(s) other than the listed contacts during this procurement process.

UNIVERSITY OVERVIEW

Jackson State University (JSU), founded in 1877, is a historically black, high-research activity university located in Jackson, the capital city of Mississippi. Jackson State's nurturing academic environment challenges individuals to change lives through teaching, research, and service. Officially designated Mississippi's Urban University, Jackson State continues to enhance the state, nation, and world through comprehensive economic development, healthcare, technological, and educational initiatives. The only public University in metropolitan Jackson, Jackson State is located near downtown, with five satellite locations throughout the area.

JSU plays NCAA Division 1 athletics in the Southwestern Athletic Conference (SWAC). The names of the athletic venues, the sports played at the venues, and the capacity of the venue are shown below:

- i. Mississippi Veterans Memorial Stadium, Men's Football, 60,000
- ii. Lee E Williams Athletics & Assembly Center, Men's and Women's Basketball, 6,000
- iii. Robert E. Brady Field, Men's Baseball, 500
- iv. Lee E Williams Athletics & Assembly Center, Women's Volleyball, 6,000
- v. Soccer, Women's Soccer, 200
- vi. Softball, Women's Softball, 200
- vii. Walter Payton Courts, Men's and Women's Tennis, 100

Additional information about JSU can be found at our website, www.jsums.edu.

STATEMENT OF PURPOSE

Jackson State University (JSU) desires to contract with a reputable and responsible firm(s) that can efficiently and effectively maximize pouring and vending service opportunities to increase net revenues by developing strategies that benefit JSU and the successful respondent(s).

JSU is seeking comprehensive proposals to provide the following services: beverage & vending/beverage retail/beverage pouring rights for Jackson State's on- and off-campus locations, including the various athletic facilities. It is the intention of the University to contract with a single company to provide these services. The vendor must have demonstrated competence in providing these products and services and have the qualifications to perform the services outlined in this RFP.

PROGRAM OVERVIEW

JSU will have one agreement for Beverage & Snack Vending/ Beverage Retail/ Pouring Rights. This package will be awarded to the respondent, offering the best proposal as determined by the evaluation criteria and the proposal submitted. The following shall briefly describe the understanding of beverage & snack vending, retail, and pouring rights agreement:

- 1) Beverage & Snack Vending- Vendor will provide machines with wireless card readers and dollar changers as required. All machines must provide wireless vending services and card readers. Vendor will fill the machines as needed and collect money from the machines. The

card readers must accept the JSU Supercard. Vending commissions are paid to JSU quarterly with supporting documentation.

- 2) Beverage Retail – Vendor will provide coolers and other equipment as required. Vendor will fill coolers and other available spaces. Vendor will invoice retailers (in the Campus Store, c-stores, and concessions at all athletic venues) at the agreed product cost. Retailers will pay the Vendor for the product. Retailers will sell products and collect funds. Vendor will submit royalties to JSU as specified in the proposal. Vendor will submit reports and commissions to JSU in the amount specified in the proposal. Vendor will submit any other monetary contributions to JSU as specified in the proposal.
- 3) Pouring Rights – Vendor will provide equipment as required. Vendor will provide syrup and CO2 as needed. Retailers (dining services, concessions, other Athletic venues, c-store, etc.) will pay the Vendor for the product. Retailers will sell products and collect funds. Vendor will submit a report and royalties to JSU in the amount specified in the proposal. Vendor will submit any other monetary contributions to JSU as specified in the proposal.
- 4) *Note – The Vendor will be providing all beverages sold on the JSU campus and will be making a profit on all such sales. The Vendor will provide JSU with a royalty/commission on all such products. In addition, the retailer or seller of the end product will sell the product to JSU fans, guests, etc., and make a profit, for which JSU will get a portion as a royalty/commission.*

BEVERAGE & SNACK VENDING, BEVERAGE RETAIL, AND BEVERAGE POURING RIGHTS

- JSU is prepared to grant the successful respondent an exclusive right to sell all beverage products produced by or distributed by the respondent company on the JSU campus, including all products sold through post and pre-mix operations controlled by the Food Service provider (or other food service Vendor as indicated by JSU), JSU's retail locations and JSU's athletic venues. In addition, the successful respondent would have exclusive rights to sell all beverages purchased by various departments of JSU.
- The prices proposed for all syrup and retail products should be equal to or better than the prices offered to national accounts. Documentation supporting compliance with this requirement shall be submitted as part of the financial proposal. If the prices are not equal to or better than the prices offered to national accounts, documentation explaining the lack of compliance shall be submitted as part of the financial proposal. The prices for products sold in vending machines should be competitive with prices for comparable products in the surrounding market area.
- Proposed prices shall be included as part of the response to Appendix C
- The term "**Exclusive**" means 100% of beverage pouring rights, 85% of allotment of shelf space dedicated to beverages at retail locations, and 100% of beverage vending. Subject to the following exclusions:
 - I. It is at JSU's discretion to provide products desired by the faculty/staff/students and alumni that are not available from the awarded Vendor but sold by minority vendors such as, but not limited to, specialty coffee, teas, smoothies, flavored waters, protein beverages, etc.
 - II. Beverages or services consumed on JSU property as a result of student activities generated under the auspices of student government, clubs, or organizations. However, these products must be those products offered by the Vendor.

- III. Beverages brought to JSU by students, faculty, staff, alumni or visitors. However, these products must be those products offered by the Vendor.
- IV. Recognized student groups and organizations shall be permitted to sell beverages on campus in connection with authorized student events (i.e., bake sales and fund-raisers). However, these products must be those products offered by the Vendor.
- V. JSU-owned radio station, student newspaper, and other advertising publications, including but not limited to web pages. This agreement shall not affect advertising or programming. However, no competing beverage shall be permitted to suggest an official association with the University.

2) **BEVERAGE & SNACK VENDING**

- a) The Vendor, for and in consideration of exclusive rights and privileges from JSU, shall operate vending machines dispensing beverages and snacks at vend prices as submitted with Appendix C.
- b) The prices for products sold in vending machines should be competitive with prices for comparable products in the surrounding market area.
- c) The University will supply all necessary electrical and data network installations at each location.
- d) The vendor must provide new vending equipment in all campus locations. The approximate Vendor owned equipment currently located on the JSU campus is 31 Beverages, 16 Glass Front Beverages, 1 Cold Food & 35 Snack Vending
- e) The proposal should explain procedures used to determine the machine product mix and how this will be monitored throughout the term of the agreement. JSU requests the ability to be involved in product selection and be allowed to request a product change.
- f) JSU desires to provide healthy options in the vending program. Proposals should include a listing of healthy beverage and snack products offered.
- g) The successful respondent and JSU will mutually agree upon the number of machines provided and their location. A list of initial placements is provided in Appendix B. Replacement, relocation, and additions of machines must be approved in advance by JSU. JSU would be very interested in new concepts/trends for vending. These new concepts could be strategically located in high-traffic areas.
- h) The successful respondent will supply, install, service, and maintain state-of-the-art vending machines with built-in dollar bill changers/validations. The successful respondent must provide changers that will accept the new currency as it is introduced. JSU expects that the successful respondent will be prepared with current trends in vending machine technology and will work with JSU to adjust where feasible and desirable.

- i) These machines must remain in top condition throughout the contract term; however, the campus is open to considering 30% or less in used or refurbished vending equipment as long as it is state-of-the-art and energy-efficient.
- j) The University desires energy-efficient equipment. At the beginning of the contract, a minimum of 50% of the vending machines shall be equipped with an "Energy Miser," "Cooler Miser, or similar more current technology to minimize electrical consumption to the maximum extent possible.
 - a) At the beginning of the second year of the contract, a minimum of 75% of the vending machines shall be equipped as energy-efficient.
 - b) At the beginning of the third year of the contract, a minimum of 100% of the vending machines shall be equipped as energy-efficient.
- k) A schedule for stocking machines should be provided/maintained to verify the timing of past restocking and plans for future restocking based on machine usage. The schedule should be reviewed at quarterly meetings to ensure JSU is aware of and agrees with the restocking schedule. The successful respondent(s) may wish to employ a Student Brand Ambassador or consider supplementing the salary of a work-study student employed by JSU to check the vending machines and ensure they are stocked and in good working condition.
- l) JSU recognizes that to maximize revenues, the reliability of the machinery, the response time of the repair crew, and the "trade out" of damaged equipment are key factors. JSU places a significant value on keeping the equipment operating at peak capacity with minimum downtime. Emphasis needs to be placed on the speed at which repair calls are handled, the number of repeat calls for like repairs, and the availability of replacement machines. JSU requires the successful respondent to have available the following:
 - 1. Repair service with a guaranteed three (3) hour maximum response time.
 - 2. An equipment replacement guarantee for any equipment that cannot be brought up to full working capacity in less than seventy-two (72) hours.
 - 3. Vendor shall establish and implement a preventive maintenance program for all equipment installed to ensure proper and continuous operation.
- m) Vending machines shall each be assigned an identification number that will also serve as the location identification. Vendor shall provide JSU with a monthly report containing machine type, serial number of machines, location of the machine, service problem, date of service call, date service issue resolved, and number of service calls in the prior twelve (12) months for the machine.
- n) The proposal must include a detailed explanation of how machine users can submit problems and concerns (did not return change, took the money, did not provide the product, out of stock, etc.) and how the Vendor would plan to respond.

- o) The Vendor shall replace or repair at its own expense any JSU buildings or equipment that may be damaged due to the Vendor's negligence, regardless of cost.
- p) Selected vending machines must be equipped with a card reader. JSU desires to utilize a card reader capable of accepting both JSU's Supercard and credit/debit cards. It is anticipated that the reader could identify JSU ID cards and credit/debit cards at the reader and send the respective data streams to the appropriate location (to the JSU ID card system for Supercard and the appropriate location for credit/debit card processing). It should be clearly understood that a proposal offering both Supercard and credit/debit card acceptance may receive more points in the "Operations and Plan to Perform" and the "Efficiencies and Sustainability" portions of the evaluation.

Appendix C shows the location of the machines and the date the card readers must be available on the various machines. The proposal should indicate the types of readers to be provided and the proposed plans for implementation, including but not limited to: How will sales records be kept? How will JSU and the respondent settle payments? Etc.

- q) For beverages, the standard machine expected would be 20 oz. Bottled beverages include a selection of at least five (5) drink products per machine. All can beverage machines placed on campus require pre-approval by JSU.
- r) For snacks, machines shall be a multi-vending type capable of dispensing candy and snack products from a single machine and providing patrons with visual access to products.
- s) JSU reserves the right to inspect machines' purchase, installation, service, and maintenance records at any time. All machines must be maintained in excellent operating condition. JSU reserves the right at any time to reject any machine if operating reliability is objectionable.
- t) All vending machines shall have non-resettable meters/counters unless a specific waiver is requested and approved by the appropriate individual representing JSU.
- u) JSU would be interested in a plan to assist with recycling efforts for plastic and aluminum from vending machines.
- v) The majority of the vending machines should display the JSU logo on the front. All vending machine fronts will be decorated pleasantly and attractively, deemed acceptable to JSU.
- w) JSU shall designate a location where refunds due to equipment malfunction may be made with funds provided by the Vendor. JSU reserves the right to approve all refund processes and procedures.
- x) Vendor will fill the machines as needed and collect money from the machines.
- y) Vendor will provide JSU with the accounting of card reader purchases and provide JSU with commission payment for Supercard and card reader purchases.

z) Vendor will submit a report and royalties to JSU in the amount specified in the proposal.

aa) Vendor will submit any other monetary contributions to JSU as specified in the proposal.

BEVERAGE POURING

a) The Vendor, for and in consideration of exclusive rights and privileges from JSU, shall supply, service, and maintain new state-of-the-art beverage dispensing machines and other equipment necessary to promote the sale of beverages on the JSU campus.

b) All dispensers must be equipped with locks and/or shut-off devices and, where necessary, separate water supply shut-off valves and water line filters. The dispenser type and need will be reviewed by appropriate JSU personnel to determine the best fit for our needs. The University will supply all necessary electrical and plumbing hook-ups as required. The equipment should always be state-of-the-art and maintained in good working condition.

c) The University will supply all necessary electrical installations at each location.

The approximate vendor-owned equipment on the JSU campus is seven (7) Fountain Units.

a. Vendor will provide equipment as required.

b. Vendor will provide syrup and CO2 as needed.

c. Retailers (Campus Store, c-store, dining services, and concession Vendor(s) at all other athletic venues) will pay the Vendor for the product.

d. Vendor will provide a technician to be on-site at all events where two or more concession stands are open.

e. Vendor will submit a report and royalties to JSU in the amount specified in the proposal.

f. Vendor will submit any other monetary contributions to JSU as specified in the proposal.

BEVERAGE RETAIL

a) The Vendor, for and in consideration of exclusive rights and privileges from JSU, shall supply all products to promote the sale of beverages at JSU retail facilities.

b) JSU will maintain the facilities and will provide all utilities.

- c) For JSU campus convenience stores, the Vendor's exclusivity shall extend to eighty-five (85) percent of JSU-owned cooler space normally used to sell beverages. The remaining fifteen (15) percent may be used at JSU's discretion to sell minority products.
- d) The approximate Vendor owned equipment currently located on the JSU campus is nine (9) Coolers
- e) Vendor will provide coolers as required.
- f) Vendor will fill coolers and other available spaces.
- g) Vendor will invoice retailers (Campus Store, c-store, dining services, and concession Vendor(s) at all other athletic venues) at the agreed product cost. Retailers will pay the Vendor for the product.
- h) Vendor will submit a report and royalties to JSU in the amount specified in the proposal.
- i) Vendor will submit any other monetary contributions to JSU as specified in the proposal.

PROCUREMENT PROCESS:

The following is a general description of the process by which a firm will be selected to fulfill this Request for Proposal.

- a) Request for Proposals (RFP) is issued to prospective suppliers.
- b) Deadline for written questions is set.
- c) Proposals will be received as set forth in Sections 6 and 10.
- d) Unsigned proposals will not be considered.
- e) All proposals must be received by JSU no later than the date and time specified on the cover sheet of this RFP.
- f) At that date and time, the package containing the proposals from each responding firm will be opened publicly, and each respondent's name will be announced.
- g) Proposal evaluation: JSU will review each proposal.
- h) At their option, the evaluators may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal.
- i) Respondents are cautioned that this is a request for offers, not a request to contract and that JSU reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of JSU.

- j) The proposals will be evaluated according to the criteria set forth in Section 7.

SCOPE OF SERVICES REQUIRED & TERM OF CONTRACT

It is the intent of this RFP to maintain at least one qualified contractor to establish a beverage and vending partnership(s) to maintain the highest quality services for our customers and create new opportunities that will provide substantial benefits for both JSU and the successful respondents. The proposal shall be valid for one hundred and fifty (150) days following the proposal due date.

RFP CANCELLATION

This RFP in no manner obligates JSU to the eventual purchase of any services described, implied, or which may be proposed until confirmed by a written contract. Progress towards this end is solely at the discretion of JSU and may be terminated without penalty or obligations at any time before signing a contract. JSU reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

PAYMENT TERMS/COMMISSION PAYMENTS

- a. The Vendor(s) shall remit to JSU, on or before the tenth (10) day of each month, the commission amount due from the previous month's/quarter's collections. Commission checks shall be accompanied by a report, as described in section 14 b) below, verifying sales of each vending machine and retail location.
- b. In consideration of the rights and privileges noted herein, the Vendor shall pay to JSU a guaranteed royalty percentage of each sale and/or a guaranteed annual minimum amount.

REPORTS REQUIRED

- a. Vendor must ensure all sales tax-eligible sales on Jackson State University property are reported to the Mississippi State Tax Commission and shall be reported as sales directed by Section 27-65-75 laws of the state of Mississippi. Vendor is further responsible for ensuring any subcontractor associated with this agreement reports sales in the same manner.
- b. JSU would like the opportunity to select from a list of sample reports that would be available from the successful respondents and provide additional information other than what is listed above. Samples of available reports should be included with the proposal as part of the response to Section 6 (a)(iii)(1).

PRICE INCREASES (INCLUDES VENDING, RETAIL, POURING)

Prices shall be consistent with current market conditions. Initial proposed prices should be included in the proposal as part of the response to Appendix C. Requests for price changes will require supporting documentation of the local market. A written request for price increases, with appropriate

documentation, is required at least two (2) months in advance of the proposed increase date. JSU will notify the Vendor within thirty (30) days of receipt of price increase requests, of its decision.

QUARTERLY MEETINGS WITH JSU

Throughout the term of the agreement, the successful respondent, as a minimum, shall meet quarterly with the appropriate representative(s) of JSU to discuss the operation in general, new trends that need to be considered, new proposals, and overall general agreement status.

INDEPENDENT VENDOR CLAUSE

The Vendor shall acknowledge that an independent Vendor relationship is established and that the employees of the Vendor are not, nor shall they be, deemed employees of JSU and that employees of JSU are not, nor shall they be, deemed employees of the Vendor.

SALES TAX

Jackson State University is considered a municipality of the State of Mississippi. All sales tax reports shall indicate Jackson State University, MS, as the appropriate jurisdiction see section 14 a.

TECHNICAL SPECIFICATIONS

At a minimum, the following items should be included in the contents of the proposal:

- i. Cover letter indicating the scope of the proposal: Beverage & Snack Vending / Beverage Retail / Beverage Pouring Rights. In addition, the letter should include a statement indicating acceptance of the standard contract (See Section 25(d)) and clearly identify any proposed changes. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP. (Cover letter should be no more than three (3) pages in length.)
- ii. Corporate Structure and Credentials
 - 1) Number of years of experience
 - 2) At least three (3) major customers for whom you provide similar services in size and facility structure, including account contact information.
 - 3) A listing of all major accounts terminated in the last five (5) years with the reason for termination and account contact information.
 - 4) Staffing levels and support proposed.
 - 5) Provide information on those individuals assigned to work with JSU, including a description of their experience. Specifically, identify one service manager to handle JSU's account, including his/her name, qualifications, and other accounts assigned to this manager.
 - 6) Proposals should include a description of the security plan used by the proposing firm to ensure adequate background checks on employees. JSU would strongly oppose having anyone on campus (filling vending machines, servicing equipment or retail outlets, etc.) that could be considered a potential hazard to the University, its faculty

and staff, or its students. This would include but not be limited to convicted sex offenders or convicted felons.

- iii. Operations and Ability to Perform
 - 1) Sample sales, royalties, maintenance, and all other reports that will be provided to JSU, including frequency and method of delivery (electronic, hard copy)
 - 2) Provide operation and marketing plan. This should include, but not be limited to, acknowledgment and agreement with the applicable requirements outlined in Sections 20, 21, 22, and 23, as well as explanations, where applicable, of the intended plan to achieve the requirements.
 - 3) Proposed delivery schedule for products and equipment
 - 4) Service and quality control procedures, including equipment specifications on equipment proposed and maintenance tracking methods
- iv. Projected Financial Return to JSU
 - 1) Royalties and other financial contributions for the ten (10) years of the contract term with an additional three (3) years if both parties agree. (Use the format provided in Appendix C)
 - 2) Product pricing level proposed with a detailed listing of products.
 - 3) Payment of specific advertising fees during each year of the term per exclusive licenses and rights.
 - 4) Other partnership and sponsorship areas.
 - 5) Signature page (**See Appendix E**)

DISCUSSIONS/EVALUATION CRITERIA/AWARD PROCESS

- JSU reserves the right to conduct discussions with any or all respondents or to award a contract without such discussions based only on the evaluation of the written proposals. JSU reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. JSU likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. JSU may make a written determination showing the basis upon which the award was made, and such determination shall be included in the procurement file.
- JSU reserves the right to award this contract in whole or in part, depending on what is in the best interest of JSU, with JSU being the sole judge.

The evaluation factors outlined in this section are described as follows:

- 1) Projected Financial Return to JSU – This shall be the anticipated revenue to JSU during the contract term based on the proposal. Guaranteed revenues and estimates of revenue will be considered. JSU will have sole authority to determine the reasonableness of estimates.
- 2) Corporate Structure, Credentials, and Prior Experience – JSU will attempt to determine the probability of the program's future success based on the proposer's organizational structure and proven experience.

- 3) Operations and Plan to Perform – JSU will be attempting to determine the probability of future success of the program based on the proposer's plans for providing the service.
- 4) Efficiencies and Sustainability – JSU will attempt to determine any increased efficiencies for the institution (examples may include, but are not limited to, a single Vendor of all services to reduce bookkeeping issues, electronic transfer of funds, electronic records, etc.) JSU will also consider 'Sustainability' issues such as healthy foods, recycling, waste minimization, energy conservation, etc.

- Proposals for Beverage Retail / Beverage Pouring Rights will be evaluated by JSU on the following factors:

i.	Projected Financial Return to JSU	40%
ii.	Corporate Structure, Credentials, and Prior Experience	10%
iii.	Operations and Plan to Perform	20%
iv.	Product Preference	20%
v.	Efficiencies and Sustainability	10%

- Proposals for Beverage & Snack Vending will be evaluated by JSU on the following factors:

i.	Projected Financial Return to JSU	45%
ii.	Corporate Structure, Credentials, and Prior Experience	20%
iii.	Operations and Plan to Perform, to include types of snacks	25%
iv.	Efficiencies and Sustainability	10%

- Upon contract award, the successful respondent will be asked to provide a transition plan and timeline and obtain JSU's input and concurrence before moving forward.

3) **TERM OF CONTRACT**

- It is JSU's intention to enter into a ten (10) year agreement(s) with an additional optional three (3) years. While JSU intends to enter into a 10-year contract and expects to stay with the same Vendor for the entire contract term, it is understood that during ten (10) years, there can be vast changes in technology, economy, marketing, services, student preferences, and products. Such changes may require that JSU consider alternate methods or other Vendors. Therefore, JSU asks that proposals include an opportunity for an early contract buy-out. We anticipate this will be pro-rated, wherein a cancellation in year eight (8) would require a much smaller payoff than a cancellation in year 2.
- JSU reserves the right to terminate this agreement with thirty (30) days' notice by the Chief Financial Officer via certified mail to the address listed on the signature page of this RFP (See Appendix F) if any of the terms of the proposal and/or contract are violated. In the event of contract termination and rebidding is initiated by JSU, the current Vendor and JSU agree to give reasonable access and inspection of vending equipment and service locations to the other interested respondents. The successful respondent shall be allowed access to the premises at reasonable times within the six (6) month period prior to the termination of the contract and during the bid period. The successful respondent shall not disrupt the operation while exercising this privilege.

- In the event the Vendor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, JSU will notify the Vendor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the Vendor must submit, in writing, why such corrective action has not been performed. The University reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the Vendor.
- Termination of contract by Vendor without cause can only occur with at least one hundred and twenty (120) days' notice before the contract's proposed termination.
- In the event JSU employs attorneys or incurs other expenses that are considered necessary to protect or enforce its rights under this contract, the Vendor agrees to pay the attorney's fees and expenses so incurred by JSU.

4) **RELATIONSHIP OPPORTUNITIES**

JSU anticipates beverage & snack vending/retail/pouring rights agreement(s) that grant(s) to the respondent specific rights to sell, promote, and advertise their products on the JSU campus(es). Due to the length of the contract and the scope of service, significant promotional benefits are expected to accrue to the successful respondent(s).

In recognition of these benefits, the respondent should show, as part of Appendix C, its commitment to the relationship directly in the form of financial support for JSU through the pricing of products to the campus, complimentary products, special promotions, or any of the opportunities described as follows (this list is only a sample of opportunities that may exist):

- i. Research and academic support in the form of funded research or academic scholarships, fellowships, or internships would be appropriate inclusions in the respondent's proposal.
- ii. Event sponsorship for both major and minor events for student, alumni, and athletic functions. Sponsorships usually include numerous advertising/marketing benefits (logo placement in newspaper ads, printed programs and invitations, television/radio spots, signage, web exposure, etc.), and in some cases, a portion of the sponsorship may be considered philanthropic. Events sponsored by JSU's food service Vendor (at the time of this RFP) should also be considered for cooperative opportunities.
- iii. Philanthropic support is a priority for JSU. Respondents are encouraged to consider creative ways in which they might be able to enhance the value of the relationship, such as scholarships, naming rights, or capital projects.

Advertising opportunities exist for company branding/advertising at JSU, including, but not limited to, athletic facility signage and signage in other venues on our campus(es). This may also include "point of sale" opportunities, in-game events/promotions, and ad opportunities in other printed media.

Each respondent shall indicate an annual amount of financial support to be provided to JSU and the total amount of support provided throughout the contract's life. Respondents will also indicate what promotional considerations JSU requests for such right.

All partnership opportunities and or financial support provided by the successful respondent(s) from the time a contract is executed until it is terminated must be approved by the appropriate individual representing the institution prior to providing the support. JSU reserves the right to make the final determination as to the disposition of this support.

All brochures, flyers, signs, advertising, promotions, giveaways, or any similar activity by the successful respondent(s) shall be approved by the appropriate individual representing the institution at least 48 hours prior to the event. JSU reserves the right to prohibit such activities if deemed not to be in the best interest of JSU.

It is the University's intent to replace the marquee on campus and any athletic scoreboards as deemed needed. The awarded Vendor will be given first-priority advertising rights and other benefits on the marquee and scoreboards, which will be negotiated between the awarded Vendor and JSU once a marquee/scoreboard vendor is selected.

In the event that JSU Athletics enters into a Multi-Media Rights agreement, the Beverage & snack vending/Retail/Pouring Rights awarded Vendor will be required to participate in a marketing package that will include but not limited to radio broadcasts, spots on coaches shows, logo representation on all sports posters, panels on video board, to name a few.

OTHER ASSURANCES

- Contractor shall agree to indemnify the University from any claims, actions, suits, causes of action, or demands, which may include, but is not limited to court costs and legal fees, arising from the implementation of the services to be provided.
- In event of default by contractor or termination of contract, contractor shall agree to provide service on a month-to-month basis at existing rates for up to six months.
- There shall be no cost increase during the initial term. A cost increase may be considered at the beginning of each renewal term. In this RFP's response, the proposer must provide the justification and methodology for applying the cost increase and indicate the proposed amount of cost increase.
- JSU reserves the right to reject any or all proposals received, to waive any informalities or irregularities, or to accept any proposal which is deemed most favorable to the University.
- Terms and conditions that constitute grounds for termination will be specified in the contract. JSU reserves the right to terminate contract with sixty (60) days' notice or at the time of the contract renewal.

A. Insurance Requirements

Contractor, upon award, but prior to any work commencing, shall provide certificates of insurance coverage as outlined below.

- Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Workers' Compensation insurance and Commercial Auto Liability insurance. The Contractor shall provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211 and JSU, Department of Facilities and Construction Management, Executive Director, 1400 J.R. Lynch St., Jackson, MS 39217 at least ten (10) working days prior to start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning and JSU as additional insureds. The additional insured requirement shall be by an endorsement form, or an equivalent or broader form, or by blanket additional insured endorsement, and the general liability coverage shall be primary and noncontributory in respect to insurance maintained by JSU or IHL. Further, Contractor agrees to waive any rights of subrogation against IHL or JSU. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance. No material change in coverages may occur for JSU or IHL without 30 days advanced notice.
- Worker's Compensation and Employer's Liability: Standard limits as required by applicable Worker's Compensation Laws.
- Comprehensive General Liability:
 - i. General Aggregate - \$5,000,000
 - ii. Personal & Adv Injury - \$5,000,000
 - iii. Each Occurrence - \$5,000,000
 - iv. Fire Damage (any one fire) - \$1,000,000
 - v. Medical Expense (any one person) - \$5,000
 - vi. Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit
- Certificates of insurance with coverage described above shall be furnished by the proposer prior to the commencement of services under this agreement and such certificates shall provide that the coverages will not be canceled or reduced in amount prior to 30 days after notice of such cancellation has been mailed to the Purchaser. Certificates shall be endorsed to include a waiver of subrogation in favor of Jackson State University and that Vendor hereby waives all rights of recourse, including any right to which another may be subrogated, against Jackson State University for personal injury, including death, and property damage.

MANAGEMENT REQUIREMENTS *(Submit separately from Technical and Cost)*

The questions below are designed to allow JSU to further evaluate vendor qualifications:

1. What year was your company started?
2. How many years has your company been in the business of performing the services called for in this RFP?
3. Please provide the physical location and mailing address of your company’s home office, principal place of business, and place of incorporation.
4. If your company is not physically located in the region, how will you supply professional services?
5. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please discuss the impact both in organizational and directional terms.
6. List all licenses or permits your company possesses that are applicable to performing the services required in this RFP.
7. For how many customers has your company provided fulfillment services in the past two (2) years? Please include the dates and the annual amount of the billing to each customer.
8. What is the largest customer your company has provided fulfillment services for in the past two (2) years? Please include the annual amount of the billing.
9. Describe any specific services which your company offers along with any specialized experience, certification, and/or education of your current staff.

SCHEDULE OF CRITICAL DATES

a) The following dates are for planning purposes only. Unless otherwise stated in this RFP, progress towards their completion is at the sole discretion of JSU.

I.	RFP Posted	FEBRUARY 18, 2025
II.	Pre-bid Conference (walkthrough date)	FEBRUARY 25, 2025
III.	Prospective respondents written inquiries deadline	MARCH 04, 2025
IV.	Responses to inquiries posted	MARCH 11, 2025
V.	Proposal submission deadline – 11:00 A.M.	APRIL 10, 2025
VI.	Award determination date (estimated target)	MAY 8, 2025
VII.	Contract signed (estimated target)	JUNE 1, 2025
VIII.	Contract effective date (estimated target)	JULY 1, 2025

WRITTEN OR ORAL DISCUSSIONS/PRESENTATIONS

After the opening of all offers received by the closing time and date for accepting offers, Respondents may be required, at the request of JSU, to make a public oral presentation or provide written clarifications to their proposals. Oral presentations may be recorded. Any oral presentation or written

clarification given by Respondent will be considered part of the RFP's response. Personnel in JSU's Office of Purchasing and Travel will schedule any such presentations or address any needed written clarifications. JSU reserves the right to request a "best and final offer" at its discretion.

EVALUATION OF PROPOSALS

JSU reserves the right to conduct discussions with any or all respondents, or to make an award of a contract without such discussions based only on evaluation of the written proposals. JSU reserves the right to contact and interview any reference listed. JSU may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

JSU reserves the right to award this contract in whole or in part depending on what is in the best interest of JSU with JSU being the sole judge thereof.

The evaluation factors set forth in this section are described as follows:

- The vendor's ability to deliver a service meeting the overall objective and functions described in this RFP
- Competitive fees
- Availability and access to technical support
- Vendor's experience
- Compliance with applicable State and Federal laws and regulations
- The committee may invite finalists for interviews and/or presentations. Failure to participate may result in a proposal not being considered.

Proposals will be scored based on the following weights (100 points total):

- Corporate Structure/Years of Experience/References – 20 points
- Operation Plan/Ease of Use/Services Offered – 30 points
- Fees – 50 points

TWO-PHASE, BEST AND FINAL OFFER

If the initial proposals do not provide JSU with a clear and convincing solution, or if JSU feels it is appropriate to offer the potential providers an opportunity to submit revised proposals, JSU reserves the right to use a two-phase approach and/or invite Best and Final Offers (BAFO). Based on the information obtained through the proposal submissions, JSU may choose a specific business model, and potential providers may be asked to submit revised proposals based upon that specific model.

The evaluation committee may develop, for distribution to the top-ranked firms, refined written terms with specific information on what is being requested as a result of information obtained through the initial RFP process. Proposers may be asked to reduce cost or provide additional

clarification to specific sections of the RFP. Selected proposers are not required to submit a BAFO and may submit a written response notifying the solicitation evaluation committee that their response remains as originally submitted.

ACCEPTANCE TIME

Proposal shall be valid for one-hundred eighty (180) days following the proposal due date.

RFP CANCELLATION

This RFP in no manner obligates JSU to the eventual purchase of any services described, implied or which may be proposed until confirmed by a written contract. Progress towards this end is solely at the discretion of JSU and may be terminated without penalty or obligations at any time prior to the signing of a contract. JSU reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

OTHER CONTRACT REQUIREMENTS

Award Terms: This contract shall be awarded at the discretion of the University based on the capabilities and overall reputation of the Contractor, as well as the cost. Acceptance shall be confirmed by the issuance of a contract from JSU.

Standard Contract: The awarded contractor(s) will be expected to enter into a contract that is in substantial compliance with [JSU's standard contract](#). Proposal should include any desired changes to the standard contract. It should be noted that there are many clauses which JSU cannot change. Significant changes to the standard contract may be cause for rejection of a proposal.

The Procurement Process: The following is a general description of the process by which a firm will be selected to fulfill this Request for Proposal.

- Request for Proposals (RFP) is issued publicly.
- A deadline for written questions is set.
- Proposals will be received as set forth in the Schedule of Critical Dates.
- Unsigned proposals will not be considered.
- All proposals must be received by JSU no later than the date and time specified on the cover sheet of this RFP.
- At that date and time, the package containing the proposals from each responding firm will be opened publicly and the name of each Respondent will be announced.
- Proposal evaluation: JSU will evaluate all components of each proposal submitted.
- At their option, the evaluators may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal.

- Respondents are cautioned that this is a request for proposals, not a request to contract, and JSU reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the University.
- The proposals will be evaluated according to criteria set forth in the Technical and Cost Specifications and Management Requirements sections of this RFP.

APPENDIX A: DEFINITIONS

Beverage(s) – All non-alcoholic beverages including carbonated soft drinks and noncarbonated beverages, natural or artificially flavored fruit juices, fruit juice-containing drinks, and sweetened or unsweetened fruit-flavored drinks ("Fruit Drinks"), ready-to-drink tea products ("Teas"), ready to drink coffee products ("Coffee"), hypertonic, isotonic, hypotonic drinks, and energy and fluid replacement drinks ("Sports Drinks") and packaged waters.

Director of Procurement and Contracts – Individual designated by JSU to process and interpret specification documents to issue requests for bids and receive proposals.

Gross Sales – For vending machines, gross sales are total receipts minus all approved refunds due to machine malfunctions. For retail and pouring gross sales, they represent the total sale price minus documented refunds and rebates provided at the time of sale.

Royalties/Commissions – Amount paid to JSU by successful respondents on sales through beverage pouring, retail, and vending as a percent of gross sales of products.

APPENDIX B

Current Beverage & Snack Vending Machines

Location/ Building	Beverage/ Bottle	Glass Front/ Bottle		
			Snacks	Cold Food
Alexander	Drink	Glass Front/lounge	Snack 6Wide W lobby	
Alexander			Snack 6 Wide	
AAC	Drink		Snack 5 wide	
AAC	Drink		Snack 5 Wide	
BF Roberts	Drink	Glass Front	Snack- 5 wide	
BF Roberts			Snack	
Campbell Hall	Drink	Glass Front N hall	Snack- 3 wide	Cold Food- 5Wide
Campbell Hall	Drink	Glass Front S. Vend	Snack- 6 wide	
Campbell Hall	Drink		Snack- 6 wide	
Campbell Hall	Drink			
Recruitment	Drink		Snack 3 Wide	
Dixon Hall	Drink	Glass Front	Snack- 4 Wide	
Dixon Hall			Snack- 6 wide	
Dixon Hall			Snack (AMS)	
Engineering	Drink			
Facilities			Snack- 4 wide	
GED	Drink		Snack- 4 wide	
JL Reddix		Glass Front	Snack- 4 Wide	
Just Science	Drink	Glass Front	Snack- 5 wide	
Just Science	Drink			
JY Woodard	Drink		Snack- 5 wide	
Liberal Arts	Drink	Glass Front	Snack- 5 wide	
Library		Glass Front	Snack	
McCoy Auditorium	Drink		Snack- 4 wide	
Music Hall	Drink		Snack- 4 wide	
Student Center	Drink	Glass Front 2nd	Snack- 5 wide	
Student Center	Drink			
John A Peoples	Drink	Glass Front	Snack- 6 wide	
Physical Plant	Drink			
Physical Plant	Drink			
Campus Police	Drink		Snack- 4 wide	
College of Business	Drink	Glass Front	Snack- 6 wide	
College of Business			Snack- 6 wide	
College of Education	Drink		Snack- 5 wide	

APPENDIX B

Current Beverage & Snack Vending Machines (continued)

Location/ Building	Beverage/ Bottle	Glass Front/ Bottle		
			Snacks	Cold Food
Stewart Hall		Small Glass Front	Snack (Crane 168D)	
Campus Police SubStation	Drink		Snack- 4 wide	
Transitional Hall	Drink	Glass Front	Snack 4 Wide 2nd	
Transitional Hall			Snack- 4 wide	
University Pointe	Drink	Glass Front	Snack- 4 wide	
Walter Peyton	Drink	Glass Front	Snack 6 Wide	
ZT Hubert-Payroll	Drink		Snack- 3 wide	

APPENDIX C: FINANCIAL PROPOSAL FORMAT

BEVERAGE CONTRACT

Beverage Pouring

1. Royalties/Commissions Proposal _____ % of Gross Sales
2. Projected first-year royalties \$ _____
3. Additional 10-year Financial Commitment
(Provide details on a separate sheet) \$ _____
4. Product Price Level with a detailed listing of products (Please attach)

Beverage Retail

1. Royalties/Commissions Proposal _____ % of Gross Sales
2. Projected first-year royalties \$ _____
3. Additional 10-year Financial Commitment
(Provide details on a separate sheet) \$ _____
4. Product Price Level with a detailed listing of products (Please attach)

Beverage & Snack Vending

1. Royalties Proposal _____ % of Gross Sales
 2. Projected first-year royalties \$ _____
 3. Additional 10-year Financial Commitment
(Provide details on a separate sheet) \$ _____
 4. Product Price Level with a detailed listing of products (Please attach)
-
2. Projected first-year royalties \$ _____
 3. Additional ten (10) year Financial Commitment
(Provide details on a separate sheet) \$ _____
 4. Product Price Level with a detailed listing of products (Please attach)

Other Financial Support Contributions

1. Please provide as an attachment Other Financial Considerations offered that are not listed above

APPENDIX E: SIGNATURE PAGE

RFP #25-05

Provide the information requested, affix signature, and return this page with your proposal:

NAME OF FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____
AREA CODE/NUMBER

FACSIMILE NUMBER: _____
AREA CODE/NUMBER

E-MAIL ADDRESS: _____

**AUTHORIZED
SIGNATURE:** _____

PRINTED NAME: _____

TITLE: _____