

JSU BEVERAGE AND VENDING SERVICES RFP 25-05
ADDENDUM #5

Clarifications for reference to Sections 20, 21, 22, and 23 (referenced on page 13 of the RFP):

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

- a) 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.
- b) 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.
- c) Proposed prices shall be included as part of the response to Appendix C
- d) 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.

21) 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.

- i. At the beginning of the second year of the contract, a minimum of 75% of the vending machines shall be equipped as energy-efficient.
 - ii. 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.

22) 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.
- d) The approximate vendor-owned equipment on the JSU campus is 7 Fountain Units.
- e) Vendor will provide equipment as required.
- f) Vendor will provide syrup and CO2 as needed.
- g) Retailers (Campus Store, c-store, dining services, and concession Vendor(s) at all other athletic venues) will pay the Vendor for the product.
- h) Vendor will provide a technician to be on-site at all events where two or more concession stands are open.
- i) Vendor will submit a report and royalties to JSU in the amount specified in the proposal.
- j) Vendor will submit any other monetary contributions to JSU as specified in the proposal.

23) 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.