# REQUEST FOR PROPOSALS
## EXCLUSIVE BEVERAGE AND SNACK VENDING OPERATIONS


**CHADRON STATE COLLEGE**

**OFFICE OF THE VICE PRESIDENT FOR ADMINISTRATION AND FINANCE**
**1000 Main Street**
**Sparks Hall Room #224**
**Chadron, NE 69337**

## INVITATION TO SUBMIT PROPOSAL

Chadron State College will receive responses to a Request for Proposal (RFP) in the form of sealed bids for Exclusive Beverage and Snack Vending Operations on campus. Bids will be received at the Office of the Vice President for Administration and Finance, Chadron State College, 1000 Main Street, Chadron, NE 69337, until 3:00 p.m. MST Friday November 8, 2024. Bids will be opened and acknowledged by receipt at this time.

## PRE-BID QUESTIONS

Contractors interested in bidding for this proposal will send all inquiries to requestforproposals@csc.edu prior to October 18, 2024. The inquiry and the answer will be shared with all parties involved.

## PERFORMANCE BOND

The successful bidder is required to furnish a Performance Bond in the amount of one hundred fifty thousand dollars ($150,000) from a security company authorized to do business in the State of Nebraska. The Bond requirement must be met before the formal contract is executed. At the sole discretion of the College, the Performance Bond may be waived in total or in part during subsequent contract years after the initial year.

## TIMELY SUBMISSION

To be considered, all proposals must be submitted on or before the deadline date and time. The College will not consider proposals submitted after that time regardless of the reason for the late submission.

## BASIS OF BID PROPOSALS

Bid proposals are to be based upon specifications contained in the Request for Proposals for Exclusive Beverage and Snack Vending Operations, including all sections. No telephone or fax proposals will be considered. No bidder may withdraw a bid for a period of one hundred fifty (150) days after the date of the bid opening.

It is the responsibility of the prospective bidder submitting a proposal to become fully acquainted with the conditions to be found at the College. These conditions include, but are not limited to, legal and tax requirements and the costs involved in beverage and snack vending operations at the College and in the State of Nebraska.

## BID PROPOSAL FORMAT

Bid proposals shall contain the information required and shall conform to the format outlined in the Request for Proposal.

## REJECTION OR ACCEPTANCE OF PROPOSAL

Proposals submitted shall impose no liability nor obligation on Chadron State College (College) and the College expressly reserves the right to accept or reject all or part of any proposal received, to accept other than low bid, and to negotiate with one or more bidders on the basis of their initial proposal. The College reserves the right to waive any defects or informalities in any proposal. In awarding the contract, the College reserves the right to consider all elements of a proposal and may request further clarification as needed. Any or all proposals which are incomplete, conditional, obscure, or which contain irregularities of any kind or fail to serve the best interests of College may be rejected. The College will select the most responsive and responsible proposal and that which, in the view of the College, is in its best interest.

## NOTICE OF ACCEPTANCE

All bidders submitting proposals will be promptly notified as to the successful bidder after the Board of Trustees of Nebraska State Colleges has approved the awarding of a contract.

## TERM OF CONTRACT

The initial term of the contract awarded as a result of this RFP will be for a period of five (5) years, from July 1, 2025, through June 30, 2030. There will also be the option to renew for four additional one-year periods, all subject to the annual review of the College and satisfactory performance. Either party may terminate the contract by giving ninety (90) days written notice of its intent to terminate; however, if the Contractor renders service pursuant to the contract during the spring term, or any part thereof, of the regular academic year, the Contractor shall continue to perform the terms of the contract through June 30, and any notice of cancellation shall not be effective until June 30 of that year, unless the College agrees otherwise.

## CONTRACT AND CONTRACT DOCUMENTS

The College and the successful bidder shall enter into a written contract. The boiler plate College contract is in Attachment A and all applicable language will be used to write the contract.

Contracts executed as a result of this RFP are subject to statutory public disclosure and public website posting requirements. Information submitted with your bid proposal and written responses may be subject to disclosure requirements under the Nebraska Public Record statutes. Information may be withheld from the public under limited circumstances. **Documents submitted as part of the bid proposal containing trade secret or proprietary information must be submitted in a separate sealed enveloped marked "Proprietary".**

## SELECTION PROCESS AND CRITICAL DATES

The following summary outlines the steps to be followed in the process of selecting a beverage and snack vending contractor and the critical dates established for each step.

- Request for Proposal Issued…………………………………………………......September 27, 2024
- Pre-Bid Questions Due Date ……………………………………………………October 18, 2024
- Pre-Bid Questions Responses Due Date……………………………………...October 25, 2024
- Proposal Due Date…………………………………………………….……..November 8, 2024
    - Proposals submitted in response to this Request for Proposal must be received by 3:00 p.m. MST on Friday, November 8, 2024, in the Office of the Vice President for Administration and Finance, at which time and place the names of prospective contractors submitting proposals will be read in public session.
- Evaluation of Proposals…………………………..….…November 9, 2024 to November 22, 2024
    - The review and evaluation committee and appropriate campus officials will evaluate all responsive proposals in accordance with the review and evaluation procedures outlined in the Request for Proposals. During this period, the committee may request that selected prospective contractors make campus-based presentations of their proposals and may visit other accounts currently served by selected bidders.
- Contract Negotiations (if no Campus Interviews) ………November 23, 2024 to January 31, 2025
- Potential Campus Interviews……………………………December 2, 2024 to December 13, 2024
- Contract Negotiations (if there are Campus Interviews)…..December 14, 2024 to January 31, 2025
- Recommendation for Award of Contract to Board of Trustees……………………March 20, 2025
    - The Board of Trustees will consider approving the recommendation of the College President for award of contract for beverage and snack vending operations for the College. Subsequent to action by the Board of Trustees, all bidders who submitted proposals will be notified of the action of the Board of Trustees.

## INSTRUCTIONS TO BIDDERS

### Proposal Submission

A complete proposal shall consist of an original proposal, one (1) electronic copy, and five (5) proposal copies for use during the evaluation process. Bidders shall enclose their proposals in sealed envelopes or packages marked in the lower left corner as follows:

Chadron State College
Exclusive Beverage and Snack Vending
Due November 8, 2024, 3:00 p.m. MST

Proposals shall be delivered by the established date and time to the following location:

Vice President for Administration and Finance
Chadron State College
1000 Main Street
Chadron, Nebraska 69337

## Proposal Review and Evaluation Committee

Proposals submitted in response to this RFP shall be reviewed and evaluated by a committee. The committee shall prepare observations and comments to the Vice President for Administration and Finance and Dean of Student Affairs, who shall prepare a recommendation to the President as to award of contract. The President will submit the final recommendation for award of contract to the Board of Trustees, which must approve such award prior to the signing of a contract.

The review and evaluation committee shall be included in any on-campus presentations which bidders may be invited to make and may participate in visits to other accounts of selected bidders. Included on the committee will be the following:

Student Activities Coordinator
Director of Housing & Residence Life
Athletic Director
Campus Wellness Officer
Fresh Ideas Director of Dining Services
Chadron State Foundation Controller
Student representative(s)

## Campus Interviews

Selected bidders may be invited at the College's option to make presentations on campus for the purpose of clarifying proposals and meeting potential management candidates, district managers, corporate support personnel and other contractor personnel with a potential role in the administration of the College's beverage and vending program.

## Site Visit

Representatives of the College administration, or of the review and evaluation committee, may visit accounts currently served by selected bidders. Such visits are at the options of the College, and the cost of making such visits will be borne solely by the College.

## Proposal Evaluation Methodology

The Committee will score proposals based on the following criteria:

| | |
|---|---|
| Bidder qualifications | 40 pts |
| Recycling Plan | 25 pts |
| Innovative product strategies | 25 pts |
| Overall economic value of the proposal | 60 pts |
| Total Scoring Methodology | 150 pts |

# BACKGROUND AND GENERAL INFORMATION

## Definitions

Definitions used in these requirements and any resultant contract documents shall have the respective meaning as herein given.

- Bidder – a party submitting a proposal based on these specifications.
- Contractor – the party which submits the successful proposal and which subsequently enters into a contract with the College.
- College – the Board of Trustees of the Nebraska State College System, doing business as Chadron State College, or any person authorized herein to represent the College, including any other governmental department, agency, commission or other subdivision thereof as may succeed to the rights, duties and powers now imposed thereupon or exercised thereby.
- Federal – all agencies, departments or other subdivisions of the Government of the United States of America.
- State – the State of Nebraska, including all agencies, departments or other subdivisions thereof.
- Accounting Period – the reporting and payment dates for both Contractor and College as defined by the contract document.
- Regular Academic Year – that period of time beginning with the opening of the fall semester and ending with the close of the spring semester as established by the College's approved academic calendar.
- Vending – snack and beverage service provided through machines located throughout the College's campus which are intended to dispense beverages, snacks and other items on an unattended basis.
- Pouring Rights – rights to provide fountain beverages at varsity sporting events (concessions) and the College's Dining Services.

## History of the College

Chadron State College is one of three colleges governed by the Board of Trustees of Nebraska State Colleges, the other two being Peru State College and Wayne State College. A bill introduced by Rep. Charles Chase of Crawford called for the establishment of a state normal school in what was then the Sixth Congressional District was passed by the Legislature in the spring of 1909. The College traces its history back to 1910, when Chadron was selected over five other towns in the northern tier of counties to become the state's fourth (at the time) such institution. In June of 1911 the institution had its initial term as a State Normal School under the leadership of President Joseph Sparks.

In 1916, the school was authorized by the State Board of Education to grant bachelor's degrees. In 1921, a bill introduced by Rep. Jimmy Good of Chadron changed the status of the four State Normal Schools to Teachers' College and authorized the colleges to grant baccalaureate degrees in education, which Chadron had been doing since 1916.

In 1949, the Legislature changed the name of the institution to Nebraska State Teachers College at Chadron and granted the authority to confer baccalaureate degrees for study in the liberal arts. The graduate programs, for education and arts in education, leading to Masters' degree were authorized in 1955.

In 1963, the Legislature changed the name of the College to Chadron State College. In 1992, the College added range management to the degree programs it offers and within 15 years was the second largest in the nation.

Chadron State is located in Chadron, Nebraska, a community of about 5,200 in the northwestern region of the state. The city has a diversified economy, which includes agriculture and service enterprises. Scottsbluff, Nebraska, Rapid City, South Dakota, Cheyenne, Wyoming, and Fort Collins, Colorado, are within easy driving distance of Chadron, and all these cities are served by scheduled airlines. The Chadron Municipal Airport also has scheduled flights to Denver, Colorado.

## College/Contractor Relations

The College believes a quality beverage and snack vending program is most likely to be achieved when there is good communication between various College entities and the beverage and snack vending contractor. To assure effective communication, the College will identify a liaison officer to serve as the primary representative to the Contractor and will identify those other College officials with specific responsibilities to the program.

## Existing Program

The College currently distributes beverages through the following operations:

- Campus Dining Services – main dining hall and food court in the Student Center and the c-store in High Rise (dining service provider is required to use the same product as is offered by the Contractor, but the dining service provider will be allowed to use their national pricing as negotiated by said provider)
- Catering through dining service – campus wide
- Concessions through dining service – campus wide
- Vending – campus wide (both beverages and snacks)

A listing of applicable vending information is provided in Attachments B through F.

## Codes, Laws and Ordinances

The Contractor is to perform its work in accordance with the respective codes involved or applicable in the locations of the College. All operations must conform to all Federal, State and City regulations, laws and ordinances.

## Non-Discrimination

The College declares and affirms a policy of equal educational and employment opportunities, and nondiscrimination in providing its services to the public. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision into any subcontract for services allowed under this contract.

## Americans with Disabilities Act (ADA)

In connection with the furnishing of goods and services under the contract, the Contractor and any subcontractors of the Contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA) (29 CFR 1601, 28 CFR 35). The Contractor agrees to provide special assistance services as may be required by law or as may be determined to be beneficial to students, faculty, staff, guests or other customers with disabilities who wish to access the products and services provided under this contract.

## Drug-Free Workplace

The Contractor shall have an established drug-free workplace policy, in compliance with the provisions of the Drug-Free Work Place Act of 1988, which covers all of its employees. A copy of this policy shall be provided to the College prior to approval of the final contract.

## E-Verify/lmmigration Language

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C.

1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship. The Contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at www.das.state.ne.us. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. The attestation form and USC/S documents (if applicable) must be attached to the contract.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

## Permits and Fees

The Contractor shall bear responsibility to obtain and pay for any and all permits, fees, licenses and inspections required by state and local authorities which pertain to this contract.

## Insurance

The Contractor shall procure, at its own expense, and maintain for the duration of the contract, including any renewals as may be approved, the following insurance coverages under the terms and conditions indicated.

| Type | Minimum limits |
|---|---|
| Workers compensation | Statutory limits |
| Employer’s liability | $1,000,000 per occurrence |
| Commercial General Liability, including product liability | $1,000,000 per occurrence, $2,000,000 aggregate |
| Automobile Liability including hired and non-owned vehicles, bodily injury, and property damage coverage | $1,000,000 combined single limit |
| Excess Liability Coverage | $6,000,000 aggregate |

Upon notification of award and prior to issuance of a contract, the Contractor shall provide the College a Certificate of Insurance with the required kinds and limits of coverage issued by an insurance company or companies licensed to do business in the State of Nebraska and signed by an authorized agent.
The Contractor shall add the Board of Trustees of the Nebraska State College System, doing business as Chadron State College, and its officers, agents and employees as an additional insured under the commercial general liability policies for purposes of this contract.

Insurance certificates shall be for the initial contract period and shall be extended by the Contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring company to automatically renew all policies and coverages in force at the start of and resulting from this contract until specified coverage requirements are revised.

Policies shall contain a covenant requiring thirty (30) days written notice by the insurer to the College before cancellation, reduction or other modifications of coverage. Such written notice shall be sent to the Vice President for Administration and Finance, Chadron State College, 1000 Main Street, Chadron, Nebraska 69337.

In the event of non-renewal, cancellation or expiration of coverages, the Contractor shall provide the College evidence of the new source or sources of required insurance within fourteen (14) calendar days after the College's receipt of the thirty (30) day notice.

In the event the Contractor fails to maintain and keep in force the insurance herein required, the College shall have the right to cancel and terminate the contract without notice.

All insurance policies and certificates shall contain a waiver of subrogation provision. Each party hereby releases the other from any claim for recovery for any loss or damage to any of its properties which is insured under valid and collectable insurance policies to the extent of any recovery collectable under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

Commercial General Liability includes but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers. The Contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products or money resulting from any cause including that of sub-contractors and shall not penalize the College for any losses incurred related to this contract.

Excess Liability Coverage is coverage above and beyond the amount specified for the general liability, automobile liability, worker's compensation and employer's liability coverages indicated.

The Contractor shall bear the full cost of these required insurance coverages.

## Indemnification

To the extent authorized by law, the Contractor shall indemnify, defend and hold harmless the Board of Trustees of the Nebraska State College System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (herein collectively referred to as "claims") occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, including omissions by the Contractor, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the Contractor, its agents, employees, subcontractors or contractors.

## Termination

Either party may terminate the contract by giving ninety (90) days written notice of its intent to terminate; however, if the Contractor renders service pursuant to the contract during the spring term, or any part thereof, of the regular academic year, the Contractor shall continue to perform the terms of the contract through June 30, and any notice of cancellation shall not be effective until June 30 of that year, unless the College agrees otherwise.

## Modification of Agreement

The contract shall not be varied in its terms by any oral agreement or representation, or otherwise, other than by an instrument in writing of subsequent date hereto executed by both parties (College and Contractor) or other persons duly authorized.

## Annual Review

The rates specified in the contract will be subject to review annually, and the Contractor may negotiate with the College new contract rates which will become effective at the beginning of any subsequent contract year or renewal period. Specific conditions for adjustment of rates are outlined in later sections of this RFP.

## Staff and Committee Meetings

The Contractor's unit director shall meet upon request with College administrative staff to discuss products, policies, trends, student comments, news of the beverage or vending service industry or contract issues. The Contractor's staff shall meet with student groups and organizations upon request to discuss the beverage and vending program. Such meetings shall occur as often as deemed necessary and appropriate by the College, the students, or the Contractor.

## Liaison Officer

The official liaison between the Contractor and the College shall be the Vice President for Administration and Finance or his/her designee.

## Liability and Indemnity

It is expressly understood and agreed that the Contractor is an independent contractor engaged in transacting its own business on its own account in the facilities furnished to the Contractor. Contractor does hereby expressly agree to pay for the cost of all merchandise, services and other expenses in connection with the operation of its business and to indemnify and hold harmless the College from and against any and all claims and demands whatsoever of any kind or nature that may be brought against the College by reason of any matter arising out of, acting or concerning the beverage and vending operations of the Contractor and not occasioned through the fault of the College.

The Contractor hereby expressly relieves the College from all responsibility for any destruction, damage to, loss, or theft of its equipment, supplies, beverages, food, or any other material in the facilities belonging to the Contractor and for injury to any of its members or employees, howsoever occurring, and covenants that it will indemnify and save harmless the College from any and all manner of actions, liabilities and claims of others on account of any and all other actions, liabilities and claims arising out of or incidental to the use of the facilities or the exercise by the Contractor of any of the rights acquired by it under the terms of this Contract.

## Severability of Invalid Provisions

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the College or the Contractor in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

## Waiver

It is expressly understood and mutually agreed that no waiver granted on account of any violation of any covenant, term or condition of the Contract shall constitute or be construed in any manner as a waiver of the covenant, term or condition or the right to enforce the same as to any other or future violation. Acceptance by the College of rentals, commission fees, charges or other payments in whole or in part for any periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall not be deemed a waiver of any right on the part of the College to terminate the Contract for any like or other succeeding break or default.

## Assignment and Subletting

The Contractor shall not at any time sell, convey, transfer, mortgage, pledge or assign this Contract, either in whole or in part, nor any of its right, title, interest or privilege hereunder, nor sublease or sublet any of the facilities or any part thereof without the prior written consent of the College.

## Paramount Agreement

The resulting contract supersedes any and all other previous agreements entered into by the parties hereto prior to the execution of the Contract covering the subject matter hereof.

## Successors and Assigns

Each and all of the expressions, phrases, terms, conditions, provisions, stipulations, promises, covenants, agreements, requirements and obligations of the Contract shall, wherever applicable, extend to and bind and insure to the benefit of the College and Contractor and the legal representatives, successors and assigns of either and both of them.

## Damage or Destruction

If the facilities or premises or any part thereof are structurally damaged by fire, explosion, the elements, the public enemy or other cause but not rendered un- tenantable, the same shall be repaired with due diligence by the College at its own cost and expense. If such structural damage shall be so extensive as to render the facilities un-tenantable but capable of being repaired within thirty (30) days, the same may be repaired at the option of the College at its own cost and expense. If such repairs are needed, the Contractor and the College will mutually decide, in an equitable manner, the status of this beverage and vending contract at the College.

If the facilities or premises or any part thereof are completely destroyed by fire, explosion, the elements, the public enemy or other cause or are so damaged that they will remain un-tenantable for more than thirty (30) days, the College shall be under no obligation to repair and reconstruct the facilities or premises or any part thereof. In the event of such loss, the Contractor and the College shall mutually decide, in an equitable manner, the status of this beverage and vending contract at the College.

## Safety and Health Standards

The Contractor shall comply with all O.S.H.A. standards applicable to the beverage and vending operations at the College and shall notify the College immediately upon any inspection as may be made in this regard by any agent of any governmental unit or subdivision.

The Contractor must notify the College immediately following any injury to an employee, student or guest related the use of beverage or vending operations.

The Contractor shall immediately report fires, unsafe conditions and security hazards to the College.

## Sanitation Standard

Sanitation standards commensurate with City or State certifications shall be maintained at all times. Failure to maintain required standards shall constitute a default on the part of the Contractor and shall, at the option of the College, render this Contract terminated after ten days’ notice is extended.

## Inspections

The College reserves the right to have the Vice President for Administration and Finance and/or the Dean of Student Affairs periodically conduct, announced or unannounced, inspections, evaluations, and request changes in the operation and condition of beverage and vending operations at any time with respect to quality, quantity and production of all beverage and food items, safety, sanitation and maintenance of the equipment to bring them to levels satisfactory to the College.

The Contractor's employees shall be neat and tidy in appearance and shall follow general beverage and vending industry established hygiene practices in the handling of food.

## Recycling and Energy Conservation

Contractor shall make a commitment to recycling that, at a minimum, matches and evolves with the College's recycling program, and actively participate in initiatives created by the College.
Contractor shall incorporate biodegradable and recyclable products and containers into its operation to the extent feasible.

## Security and Keys

The College shall provide general security to the campus locations occupied by the Contractor. It is agreed that the campus locations accessible to the Contractor are for use solely to fulfill the Contractor's duties and that the Contractor shall at all times keep College facilities secured.

The Contractor shall be responsible for any theft or loss of College property that occurs as a result of the Contractor's failure to provide adequate security under these circumstances.

The Contractor shall be responsible for any keys or key cards or locking devices provided to the Contractor at the onset of the contract.

The Contractor shall be responsible for the cost of replacement of lost keys, and if the College determines that keys lost by the Contractor could compromise campus security, the Contractor shall be responsible for all costs associated with re-keying or re-securing designated locations.

The Contractor shall be responsible for immediately reporting to the College, via Campus Security and to the Dean of Student Affairs, any known facts related to losses incurred as a result of break-ins to the premises or the rest of the facilities.

The Contractor shall be responsible for reporting to the College, via Human Resources and to the Dean of Student Affairs any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons which occur in or around the beverage or vending operations.

## Information Technology Requirements

The College supports all campus technology through the Department of Information Technology (IT).

## Network requirements

All Contractor network communications, connections and equipment will be the Contractor's responsibility.

## College branding or co-branding

All Contractor equipment (fountain and vending) will include the College's registered logo on the front of the equipment.

All Contractor beverage cups will include the College's registered logo.

The College must approve all equipment and cup design prior to production and use.

## Hardware

All systems, servers, card readers and other equipment will be owned, operated and maintained by the Contractor.

## Data security

The Contractor shall be responsible for Payment Card Industry Data Security Standards (PCI DSS compliance) on all vending connected systems, including cash basis Point of Sale, regardless of license or equipment ownership. The Contractor shall use P2PE certified credit card processing technology for all locations and systems which handle credit card data.

At no time will PCI data (other than PCI data encrypted through P2PE and thus considered out of PCI scope) be transferred or stored in or on College owned equipment or infrastructure. In any case, the Contractor shall be responsible for any and all PCI compliance audits, SAQs, and compliance activities and costs.

## Personnel, Employment Practices and Staffing

The Contractor shall at all times maintain an adequate staff of employees for efficient and quality operation. The College shall have the right to review staffing patterns and job schedules and may request that the Contractor increase staff based on the needs of the operation.

Personnel relations of employees on the Contractor's payroll shall be the Contractor's sole responsibility. The College shall in no way be financially, legally or otherwise liable.

The Contractor shall be in full compliance with all applicable federal and state statutes and regulations relating to the employment and payment of personnel, including but not limited to the Fair Employment Practices Act, the Equal Opportunity Employment Act, Minimum Wage Law, and the Fair Labor Standards Act. The Contractor is required to use a federal immigration verification system to determine the work eligibility of new employees physically performing services within the State of Nebraska and complete the "United State Citizenship Attestation" form.

The Contractor shall assume all responsibility and liability for any act done by any employee or person acting within the scope of his/her authority under the Contractor's supervision and shall indemnify the College against any claims or actions for damages arising in the conduct of the Contractor's business.

The Contractor shall require all employees to secure, as a condition of employment, the proper medical certification as may be required by State laws and regulations before working in beverage and vending operations.

The Contractor shall appoint staff who possess the necessary skills and experience in the institutional management of beverage and vending operations and in general administration. The staff must realize the importance of public relations between the Contractor and the students, faculty, staff, guests and other customers who use the beverage and vending operations.

The Contractor shall provide the College with a complete list of employees, supervisors and management by name and by assigned work area. The list should be updated as necessary but at least at the beginning of each semester of the regular academic year.

The Contractor shall require as a condition of employment that all employees respect and adhere to all College rules and regulations. Failure to comply with such rules and regulations shall be grounds for dismissal.

The Contractor's regular service personnel shall be dressed in clean and attractive uniforms while on duty.

## EXCLUSIVE BEVERAGE POURING RIGHTS

College will consider proposals for campus-wide exclusive beverage pouring rights. "Exclusive contractor" shall be defined to mean that in every instance where non-alcoholic beverages are sold or served at events, activities, or in facilities under the exclusive control of College (with the exception of the Starbucks "We Proudly Serve" on campus and the 10% exemption referred to on page 16), those beverages shall only be the products of the contracted beverage partner. The contract shall in no way inhibit or restrict the College's contracted dining service provider from using any beverage, i.e., fruit juices, waters, milk, etc., in the production of prepared food. This definition does not include events sponsored by the College off-campus. This exclusive pouring rights agreement shall include vending.

## Partnership Considerations and Requirements

College anticipates a contractor partnership that provides unique and exclusive right for the selected bidder to sell and promote the sale of beverages throughout the campus, facilities, and dining operations. Beverages may include carbonated and non-carbonated artificially flavored drinks, packaged waters, fruit and/or vegetable bases in the form of syrups, whether powder, crystals, concentrates, or otherwise, from which such drinks and beverages can be prepared. Any resulting agreement will include the right to sell and promote isotonic drinks. The College considers execution in operations critical to the success of its beverage program. Respondents should describe their recommended programs in detail and include all assumptions and expectations related to financial, management, and operational objectives. The expectations, rights, and responsibilities of each party to the exclusive beverage pouring rights agreement should be identified at the outset and reviewed throughout the duration of the contractor partnership to ensure a positive, productive and lasting relationship.

The contractor partnership will support existing and future College distribution. Proposals should reflect the bidder's commitment to provide products, equipment, service, technology and marketing support to each current, additional or proposed distribution channel on campus. It is the College's intent to purchase beverages from one supplier and, subject to the terms and conditions of contractual relationships and other applicable legal doctrine, require other contract dining service providers doing business on campus to purchase from this supplier.

All rights are expressly conditioned upon the Contractor's performance of obligations and commitments as identified in any resulting exclusive beverage pouring rights agreement.

## Beverage Product Selection

Identify all non-alcoholic beverages, including juice, isotonic, and nutritional beverages, packaged, manufactured, or distributed by bidder. As part of the contractor partnership, the Contractor will provide all of the identified products.

At College's option, all future beverages packaged, manufactured, or distributed by the contractor as well as other future beverages available through other arrangements made by the Contractor will be included in this exclusive agreement. Acceptability and pricing for future products not identified here will be subject to written mutual agreement.

The College shall be the sole judge of quality and equivalency of products offered. In case of any difference of opinion regarding quality of product or interpretation of general conditions and specifications, the decision of the College shall be final and binding.

## Product Specifications

All beverages will be made available to the College in packages and pursuant to specifications reasonably requested by the College. Please identify all specifications pertaining to the above products including portion size, packaging, and dispensing capability in concentration, if applicable, of each beverage. Each proposal must include a complete listing of all syrup and concentrate flavors offered by respondent.

## Cost of Product

The College requires a minimum of a three (3) year commitment for the cost of beverages purchased by the College in support of the contractor partnership. Pricing for the subsequent year may be renegotiated by agreement of the parties. Each proposal must identify a proposed pricing structure for all beverages sold, packaged, manufactured, distributed, or otherwise offered by bidder, as well as additional beverages that are available through supplier agreements, alliances, or other cooperative efforts. The pricing structure should include specific pricing commitments and incentives, and identify the beverage category, package size and case count (if applicable), and cost of each beverage product offered by bidder.

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

The cost of product shall include transportation and delivery charges F.O.B. destination. No additional charges will be allowed for packing, unloading, storage or partial shipments. Include any container return allowances that may be in effect. The cost schedule should be provided in sufficient detail to identify costs of all products.

Current beverage volume information is provided in Attachment C.

## Product Delivery

Provide a proposal for a delivery plan and schedule for the College. Include in this section proposed regular deliveries and "as needed" deliveries. Include a description of the vehicles proposed for such deliveries.

## Beverage Fountain Equipment

The College currently operates fountain equipment in various locations on campus. A complete list of fountain equipment is provided in Attachment D.

The Contractor will be required, at the inception and throughout the term of the contract, to supply, install, service and maintain all fountain, display, and other equipment used to sell, dispense or display beverages, without cost to the College. All equipment must be new, state-of-the-art, and remain state-of-the-art for the entire term of the agreement. All equipment will be reviewed on an annual basis and updated or replaced as mutually agreed.

All fountain equipment will include the College's registered logo on the front of the equipment. The College must approve the fountain equipment design prior to production.

All dispensers shall be equipped with locks and/or shut off valves at no cost to the College. The dispensers shall be filtered with a stainless steel, vented, double check-valve backflow. All dispensers shall be equipped with separate water supply shut off.

The beverage supplier shall be responsible for installing CO2 gas lines for CO2 tanks to dispensing equipment where such installation is necessary. Requests for additional electric or utility lines will be at the expenses of the Contractor. The College will be responsible for providing passage through walls, ceilings, etc. if required at installation sites. The College reserves the right to withhold approval of dispensing equipment installation depending upon the total investment required.

## Service

The College is committed to exemplary service. Each bidder is required to describe its service and quality control program for all beverage fountain equipment. The College requires the Contractor to provide twenty-four (24) hour service and repair of all equipment within twenty-four (24) hours, seven (7) days a week, at no cost to the College. For any and all College operations providing daily meals, repair of fountain equipment must occur before the next scheduled meal service. The College desires on-call repair personnel during athletic events with a 60-minute maximum response time.

## Energy Conservation and Recycling Programs

Bidders should identify current and future energy conservation strategies and recommend a recycling program for beverage-related operations.

## Isotonic Beverage Equipment and Support

The proposal requirements of the contractor partnership include the exclusive right to sell isotonic beverages on campus, and to promote the Contractor's isotonic brands at College athletic events and facilities, including exclusive right to provide isotonic beverages to be consumed by the College's athletic teams. See additional information in Attachment G. The Contractor shall propose funding, related to the exclusive rights to sell isotonic beverages, identified separately from the exclusive rights to sell other beverages on campus.

## Corporate Sponsorship Options

The College's athletic facilities offer several opportunities for exposure, see additional information in Attachment G. Not only do the facilities host all home College athletic events, but the facilities also host many other sporting and programmatic events for the community and region. This exclusive beverage partnership includes the opportunity for exclusive beverage signage at athletic facilities, but it does not include a specific number of signs. The Contractor will be required to purchase the advertising at the going rate. The Contractor should propose corporate sponsorship funding, identified separately, as well as desired signage at specific athletic facilities.

## Capital Investments
If Contractor is proposing capital investments, the priority for the College is replacing the Softball scoreboard.

## Compensation
The College acknowledges and recognizes the tremendous benefit of providing an exclusive beverage opportunity to prospective beverage suppliers and supports the development of an exclusive relationship. In consideration for this exclusive commitment and support, the College requests appropriate compensation. Specify the amount and term of payment and/or compensation proposed by the bidder for an exclusive beverage pouring rights agreement.

Also include any additional compensation, programs and support that may be available to the College upon exercise of an option to continue the exclusive beverage pouring rights agreement for an additional period of time.

## VENDING OPERATIONS
The College has a robust beverage vending program on campus. To maintain or expand the current level of vending on campus, the College requests the inclusion of a proposal to service and supply beverage and snack vending. The successful bidder, by and through its representatives or agents, will be responsible for all product, equipment, service, and revenue. Each bidder should describe in detail, specifications and standards relating to product, equipment, service, maintenance, cash accountability, reporting and performance standards. Each should describe collection/payment procedures, equipment placement recommendations, merchandising, reporting, and all other attributes necessary for the effective transition and implementation of a comprehensive, full-service vending program.

All vending operations are currently operated by contracted vending services. Beverage and snack vending volume data is included in Attachment C.

## Subcontracting
The Contractor may not use a subcontractor to fulfill its responsibilities for any portion of the resulting contract.

## Equipment
The College's current contractor operates a beverage vending program that includes all locations identified in Attachment E.

All vending equipment will accept dollar bills and credit cards.

All vending equipment will include Braille above the selection buttons to meet the needs of all students and College employees. All machines will include a phone number and email address so services issues can be relayed to Contractor for resolution.

All vending equipment will include the College’s registered logo on the front of the equipment. The College must approve the vending equipment design prior to production.

The College does not want to consider any reduction in vending capacity. The College will consider new placements where space is available. The College will consider proposed beverage and snack vending moves. Provide an installation plan and timetable for the transition.

Each proposal should include the following:

- Bidder's commitment to supply, install, service, and maintain all new, state of the art vending equipment at no cost to the College, including accessories such as labels, front facing, dollar bill validators, card readers, bill changers, etc.
- Bidder’s plan to equip each machine with energy conservation devices.

- Bidder's commitment to provide professional quality product selection labels at no cost to the College.
- Bidder's recommendations regarding the placement and location of vending equipment to most effectively promote beverage and snack vending sales and service.

## Service

Identify your commitment to supply, install, fill, service, and maintain all vending equipment, and include proposed equipment specifications for additional vending machine placement and new concepts to increase vending sales and volume.

Describe aggressive and timely service standards for a comprehensive, full- service vending program. Include a plan for enforcing these standards and addressing problems as they arise over the course of the Contract.

## Product Mix and Growth

The College strives to provide the best product mix for customer satisfaction and optimal sales. The College is interested in each bidder's concepts, ideas, and plan for product mix in all vending categories. The College anticipates this contractor partnership will lead to successful sales and volume growth in all vending categories and requests each bidder to provide forecasts and information on market trends relating to volume growth and consumer needs.

## Pricing

Include proposed pricing for all vending categories, and include your assumptions and recommendations regarding pricing options. The College reserves the right to approve all selling prices. The College's current vending price list is provided in Attachment E.

## Commissions

Identify proposed commission rates for each vending product category. The commission schedule(s) should reflect alternative proposed vending prices and corresponding commission rates for each product category. It should also include estimated mix of product category sales during the life of the exclusive vending agreement. Product categories include cold beverages (bottle and can) and snacks. Include proposed delivery and timing of commission payment(s), and all assumptions made supporting your proposal.

## Sales and Income Guarantee

In support of bidder's comprehensive full-service vending program, please provide a proposed sales and income guarantee based upon the proposed pricing and product mix. This sales guarantee should be stated in the form of gross sales of vended items.

## SPECIAL BEVERAGE AND VENDING CONTRACT PROVISIONS

The Contractor will provide the following Dining Services support annually to the College as part of the contract requirements and at no cost to the College. If items are in good working condition from the prior year, Contractor will not be required to replace the product(s). The working condition will be agreed upon mutually:

- 500-600 co-branded dishwasher safe beverage cups for the dining hall area
- co-branded beverage cups for the food court area (can be disposable paper cups and/or stadium type cups)

The Contractor will allow the College to exempt up to 10% of beverages from the exclusive agreement, permitting the purchase and use of these non-exclusive beverages within the Campus Dining Services. The College will inform Contractor of the specific non-exclusive beverages selected and their designated locations.

Week of Welcome and Convocation:
The Contractor will be a co-sponsor and exclusive non-alcoholic beverage provider for the student week of welcome and convocation at the beginning of the fall semester each year. The week of welcome includes the Student Involvement Fair which has a variety of activities for students, which include food vendors, live music and/or recorded music, meet/greet other College teams, giveaways, games/activities for the College students, campus community and Chadron Community.

College Event Support:

- Contractor will provide annually at least $2,000 worth (at contracted price) of Beverage Products to be determined by the College for use at on-campus events.

# FINANCIAL CONDITIONS

## Financial Goals

The College places priority on providing a high quality beverage and snack vending program which represents a good value for students, faculty, staff and guests of College. The primary objective of the beverage and snack vending contract will be to provide such a program. However, the beverage and snack vending program also represents a source of revenues which will enable the College to cover operating expenses of the program, to maintain and enhance facilities and equipment and to address other campus needs. Therefore, the financial return, corporate sponsorship options and capital construction proposals of the exclusive beverage and snack vending contract to the College will be one of the factors considered during the review and evaluation of proposals.

The College acknowledges and recognizes the tremendous benefit of providing an exclusive beverage opportunity to prospective beverage suppliers and supports the development of an exclusive relationship. In consideration for this exclusive commitment and support, the College requests appropriate compensation. Specify the amount and term of payment and/or compensation proposed by the bidder for an exclusive beverage pouring rights agreement.

The exclusive beverage compensation payment due to College each year shall be paid on a yearly basis with the payment due by January 31st. All monthly commissions shall be paid on a monthly basis by the fifteenth day of the following month. All corporate sponsorship payments due to College each year shall be paid on a yearly basis with the payment due September 30th. Capital construction payments will be detailed during contract negotiations with the successful bidder.

## Administrative Assessment

Bidders shall specify any percent of sales which they propose to retain as an assessment against the College's unit financial statements for administrative and other support provided by the Contractor which is not a direct expense of the unit's operation. In describing such administrative assessment, the proposal shall be precise in stating the percentage to be retained and the basis for applying the percentage.

## Accounting Records

The Contractor shall keep full and accurate records of all beverage and vending operations at the College provided under the contract. All such records shall be retained by the Contractor for the duration of this agreement plus three (3) years after the termination of this contract. These records may be audited by the College or its agent at any time during regular working hours.

## Account Reports

The Contractor shall provide the Vice President for Administration and Finance and the Dean of Student Affairs with a report on at least a quarterly basis or other accounting period with applicable information, i.e. sales reports, sales histories, promotional activities, etc.

The College reserves the right to audit any aspect of the exclusive beverage pouring and vending rights agreement as performed by the Contractor at the Contractor's expense. The Contractor shall keep full, timely, and accurate records in accordance with generally accepted accounting practices and as may be satisfactory to the College. The Contractor shall furnish the College with daily, weekly, monthly, or annual reports requested to verify pertinent financial information.

# RESPONSE

## Expectations

As part of the evaluation of proposals process, the College will determine the bidder's qualifications to provide the services specified in the Request for Proposal. To that end, the RFP itself includes this section on bidder qualifications, which requires that bidders provide as complete data as possible to assist the College in determining their qualifications to serve as Contractor. The information provided in response to the questions in this section will be considered in the award of contract decision. Therefore, each bidder shall provide information which establishes its qualifications and capabilities in the field of beverage and vending operation. The information shall be used to determine the bidder's demonstrated financial, management and operational ability and resources.

Only proposals from qualified organizations or individuals currently engaged in operating comparable beverage and vending operations and which have demonstrated the ability to perform as specified and to provide excellent service shall be considered further in the evaluation process. The College, alone, shall determine whether a bidder meets the minimum qualifications for consideration. To that end, it is important that all questions in the bidder's qualification section be answered. The College, further, reserves the right to inspect facilities and operations currently under the bidder's management and to consult other colleges or entities which are currently being or have in the past been served by the bidder.

Bidders must provide written responses to the following questions intended to establish their qualification to provide beverage and vending services in accordance with the specifications included in this RFP. Responses should be numbered to coincide with the numbering of the questions below and should be presented in the sequence indicated. This information must be provided as part of this RFP even if the same or similar information has been provided to the College as part of previous bids or proposals. Responses should be straightforward and concise while still covering the topics adequately. Omissions, inaccuracies or misstatements may be considered cause for disqualification of the bidder.

The College seeks professional management, which is vitally interested in the special opportunities and challenges inherent in a college beverage and vending operation. The College will exercise its right to continuously monitor the beverage and vending program but wishes to establish a partnership which will minimize the need for College intervention in the process of managing the beverage and vending services program.

The following specifications have been written to provide the bidder with minimum guidelines. A favorable proposal should reflect a balance between the commission, high quality beverages and snacks, exceptional service, fair prices, and other service features a bidder is willing to provide to College. The overall goal is to achieve the best quality program obtainable within the existing and attainable fiscal and physical framework of College resources.

## Proposal Format

To support the College's expedient evaluation of bidder proposals, the College requests that the proposals be submitted in the format outlined below.

Bidders are requested to organize their proposal into distinctive sections that correspond with each individual evaluation category. Bidders are requested to provide a point-by-point response to all requirements listed.

After determining a proposal satisfies the mandatory requirements in the RFP, a comparative assessment of the proposal in relationship to the published evaluation criteria shall be made. The College reserves the right to consider historic information and fact, whether gained from the proposal, questions and answer conferences, references, or any other source, in the evaluation process.

It is the bidder's responsibility to submit complete responses to all questions in this RFP in accordance with the format and instructions requested. The bidder is cautioned that it is the bidder's responsibility to submit information related to the evaluation categories, and the College is under no obligation to solicit such information if it is not included in the submitted proposal. Failure to submit such information may cause an adverse impact on the evaluation of the bidder's proposal.

## Response Format

### Bidder qualifications

Provide an executive summary of the vendor qualifications relevant to fulfilling applicable services. At a minimum, you must include the following:

- Provide a list of brand name beverage and snack products with which the company is or has been affiliated and what the affiliation included.
- Provide a list of financial references.
- Indicate if the company has ever filed for bankruptcy, had receipts garnished or had a lien filed against it on one or more of its accounts. If so, provide a full explanation.
- Indicate if the company has been involved in litigation concerning a beverage or vending contract account. If so, provide a full explanation.
- Indicate if the company will require monetary assistance to operate the College’s account in accordance with specifications. If such assistance is required, state the amount required and the anticipated source.
- Provide a list of college or university accounts.
- Provide a list of college or university accounts of comparable complexity where the company currently is providing specified services. The list should include accounts comparable to the College. Also provide an address and telephone number of a contact person at each account.
- Provide a complete list of college or university accounts of comparable complexity where the company has previously provided specified services but which have been "lost" within the past five years. For any such “lost” accounts, provide the length of time the company operated the account (including beginning and end dates), information about the conditions under which the company ceased to serve the account, and an address and telephone number of a contact person at each account.
- Describe the resources available to ensure meeting transition and implementation schedule for service.

## Recycling Plan

The College is looking for a partner to assist in the development of a redesigned recycling program at the College. There are few recycling resources available in the Chadron community and will require developing relationships within the Nebraska Panhandle to accomplish desired goals. Explain how your dedication to recycling can enhance the College’s program, outline the partnerships the Contractor brings to the College, and detail your willingness to actively participate in initiatives developed by the College.

## Innovative product strategies

Describe products and services your company can provide that meet the College's demand to have fresh, innovative ideas for on-campus vending. Your response should include concepts for both the vending machines and the products they contain.

## Overall economic value of the proposal

Quantify the economic value the College will receive from your proposal. Include licensing fees for exclusive pouring rights, resources for additional marketing support, in-kind product to be provided, scholarship commitments, corporate sponsorship commitments, capital investment commitment and any other applicable financial components. Any scholarship commitments included in the proposed financial components will not be included in the College contract and the Chadron State Foundation will work with the successful bidder to complete the pledge/commitment paperwork.

## Pre-award Presentations and Negotiations

The College may require presentations from the highest ranked bidders. Bidders would be asked to provide additional information about their proposal. Prior to the award, the College may elect to communicate with the highest ranked bidders submitting a proposal for the purposes of:

Resolving minor differences;

- Clarifying necessary details and responsibilities;
- Emphasizing important issues and points; or
- Examining ways to improve any subsequent contract and/or its constituent documents.

The College reserves the right to request additional information or clarification on any matter included in a proposal. The College reserves the right to negotiate with any bidder to arrive at a final decision.

## Notification of Award

An award is made on execution of a written contract by all parties. Only the College is authorized to issue news releases relating to this Request for Proposals, its evaluation, award and/or performance of the contract.

# ATTACHMENT A

***Note: Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements.***

**CONTRACT FOR SERVICES**
(Long Form)
Board of Trustees of the Nebraska State Colleges
Chadron State, Peru State, and Wayne State Colleges

This Contract is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (the "College"), and _______________, a ______________ (the "Contractor")

The Contractor and the College agree as follows:

1. **Effective Date**. This Contract shall be in effect from ______________ to ____________________.

2. **Services**. The Contractor agrees to provide the following services to the College:

*The Contractor agrees the contract work shall not be performed on time that is paid for by any public funds other than those provided by the College under this Contract.*

3. **Consideration**. For the services described above, the College agrees to pay the Contractor:

*Where provision is made for travel expenses, the expenses shall not exceed those allowed employees of the Nebraska State College System unless otherwise specifically provided herein.*

4. **Prompt Payment Act**. In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

5. **Independent Contractor**. The Contractor shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

The Contractor agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between the Contractor and the College, and the College shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages or overtime premiums. If the Contractor has employees or subcontractors, the Contractor further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of the Contractor's employees for the duration of this Contract. The Contractor agrees to furnish the College proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements - O***ne box below must be selected and marked.***

☐ The Contractor is required to carry liability insurance in the amount of one million dollars ($1,000,000) per occurrence with a five million dollar ($5,000,000) umbrella. The Contractor's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.

☐ The Contractor is required to carry liability insurance in the amount of one million dollars ($1,000,000) per occurrence with a three million dollar ($3,000,000) umbrella. The Contractor's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.

☐ The Contractor is required to carry liability insurance in the amount of one million dollars ($1,000,000) per occurrence. The Contractor's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.

☐ The Contractor is not required to carry liability insurance as a condition of this Contract.

6. **Access to Records**. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the College under this Contract. The Contractor agrees to allow authorized representatives of the College, the Board, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate, free access at reasonable times to all records generated or maintained as a result of this Contract for a period of three (3) years after the termination of this Contract.

7**. New Employee Work Eligibility Status**. - O***ne box below must be selected and marked.***

☐ Employee Work Eligibility Status. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

☐ The Contractor is an individual or sole proprietorship. The Contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the Contract.*

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

8. **Non-Discrimination**. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any

employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

9. **ADA & Drug-Free Workplace Requirements.** All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

10. **Debarment/Suspension Certification**. If this Contract involves the expenditure of federal funds in the amount of twenty-five thousand dollars ($25,000) or more, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11. **Use of Information; Property Ownership**. The Contractor agrees that any and all information gathered in the performance of this Contract, either independently or through the College or the State College System, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. The Contractor agrees that no authority or information gained through the existence of this Contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by this Contract.

The Contractor further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this Contract shall be the property of the College. The Contractor hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this Contract.

12. **Parties; Subcontractors; Assignment**. References to the Contractor and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the College. The Contractor agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the College.

13. **Cancellation**. This Contract may be canceled by either party upon thirty (30) days' written notice. Settlement of the amount due to the Contractor upon cancellation shall be negotiated between the parties based upon (a) specified deliverables completed by the Contractor and accepted and usable by the College as of the date of termination when the Contractor initiates termination, or (b) the percentage of services performed by the Contractor as of the date of termination when the College initiates termination.

14. **Default; Remedies**. If the Contractor defaults in its obligations under this Contract, the College may, at its discretion, exercise any remedy available by law or in equity. In addition to any other available remedy, the College may terminate this Contract immediately by written notice to the Contractor. The College shall pay the Contractor only for such performance as has been properly completed and is of use to the College. The College may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the consideration set forth in Paragraph 3.

15. **Unavailability of Funding.** Due to possible future reductions in state and/or federal appropriations, the College cannot guarantee the continued availability of funding for this Contract beyond the current fiscal year. In the event funds to finance this Contract become unavailable either in full or in part due to

reductions in appropriations for a future fiscal year, the College may terminate the Contract or reduce the consideration by notice in writing to the Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The College shall be the final authority as to the availability of funds. The effective date of Contract termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, the Contractor may cancel this Contract as of the effective date of the proposed reduction by written notice to the College.

16. **Complete Agreement; Governing Law; Amendment**. This Contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This Contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This Contract may be amended at any time in writing upon the agreement and signature of both parties.

17. **Technology Access.** All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at https://nitc.nebraska.gov/standards/index.html, and are incorporated into this Contract as if fully set forth herein.

18. **Confidentiality.** Contractor acknowledges that performance under the terms of this Contract may involve receipt of user data from the College. Contractor will utilize user data from the College only in the furtherance of this Contract. Contractor will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. Contractor will reimburse the College for any and all expenses incurred by the College as a result of a data breach of Contractor's systems.

If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA) the Contractor agrees and acknowledges that Contractor is acting as an officer of the College for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: https://www.nscs.edu/policy-manual/detail/39-3650-student%20records) and will take necessary steps to safeguard the confidential student information.

The Contractor further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

19. **Designated College Representative**. The designated College representative for purposes of monitoring and oversight of this Contract is:

| | | |
|---|---|---|
| Kari Gaswick | 308-432-6202 | kgaswick@csc.edu |
| Typed or Printed Name | Telephone | Email Address |

20. **Savings Clause**. If any provision(s) of this Contract is (are) determined to be unlawful or otherwise unenforceable, such determination, in and of itself, shall not affect the lawfulness or enforceability of any other provision of this Contract.

21. **Construction Site**. (*only applicable for Contracts involving construction on College property)* The parties agree that construction sites on College property must be maintained as safely as possible for the sake of workers, students, personnel, and the general public. Toward that end, the contractor, its subcontractors and their respective employees, agents, and successors shall not, except for information identifying themselves, post or tack any signs or in any other manner display or otherwise communicate information not related to the activities being performed at the construction site. Examples of

permissible signage include, but are not limited to, warning signs or alternate route instructions. This communication restriction shall remain in effect until construction at the site is complete. During the construction period, the parties agree that the contractor, its subcontractors, and their respective employees, agents, and successors, may communicate any information to the public at any and all campus locations at which such communications have historically occurred.

22. **Signatures**.

| CONTRACTOR | COLLEGE | SYSTEM OFFICE |
|---|---|---|
| Signature | Signature<br>Kari Gaswick | Signature<br>Dr. Paul Turman |
| Printed Name | Printed Name<br>Vice President Admin & Finance | Printed Name<br>Chancellor |
| Title | Title | Title |
| Date | Date | Date |

# ATTACHMENT B

### Undergraduate Enrollment

| YEAR | FALL ENROLLMENT |
|---|---|
| 2019 | 2,407 |
| 2020 | 2,330 |
| 2021 | 2,250 |
| 2022 | 2,260 |
| 2023 | 2,205 |

### Residence Hall Occupancy History

| HALL | ROOM CAPACITY | FALL 2019 | FALL 2020 | FALL 2021 | FALL 2022 | FALL 2023 |
|---|---|---|---|---|---|---|
| ANDREWS | 282 | 147 | 144 | 136 | 143 | 143 |
| EDNA WORK WING | 82 | 48 | 35 | 51 | 39 | 45 |
| EDNA WORK HALL | 88 | 50 | 45 | 47 | 50 | 48 |
| HIGH RISE | 423 | 246 | 271 | 272 | 258 | 263 |
| KENT HALL | 282 | 174 | 181 | 167 | 119 | 78 |
| EAGLE RIDGE | 65 | 47 | 37 | 42 | 52 | 47 |
| TOTAL | 1,222 | 712 | 713 | 715 | 661 | 624 |

## ATTACHMENT C

**Beverage vending volume by location (in cases)*:**

| LOCATION | SALES 7/22 – 6/23 | SALES 7/23 – 6/24 |
|---|---|---|
| HIGH RISE HALL | 211 | 150 |
| STUDENT CENTER | 60 | 68 |
| MAINTENANCE BUILDING (Can) | 36 | 59 |
| KENT HALL | 4 | 33 |
| ANDREWS HALL | 49 | 61 |
| MEMORIAL HALL | 10 | 10 |
| EDNA WORK & WING HALL | 117 | 128 |
| MILLER HALL | 14 | 9 |
| OLD ADMINISTRATION BLD | 36 | 21 |
| BURKHEISER | 18 | 35 |
| SPARKS HALL | 10 | 4 |
| CRITES HALL | 11 | 12 |
| MATH/SCIENCE BUILDING | 0 | 6 |
| NPAC | 68 | 110 |
| ARMSTRONG/CHICOINE BUILDING | 29 | 20 |
| RANGELAND | 6 | 9 |
| KING LIBRARY | 16 | 9 |
| **TOTAL** | **695** | **744** |

***There is potential for higher sales volume due to vending machines being under or not stocked.**

**Snack vending volume by location (in individual packages):**

| LOCATION | SALES 7/22 – 6/23 | SALES 7/23 – 6/24 |
|---|---|---|
| HIGH RISE HALL | 2,014 | 1,211 |
| STUDENT CENTER | 746 | 957 |
| KING LIBRARY | 298 | 262 |
| KENT HALL | 44 | 631 |
| ANDREWS HALL | 867 | 1,216 |
| EDNA WORK & WING HALL | 1,787 | 1,954 |
| **TOTAL** | **5,756** | **6,231** |

**Beverage retail sales by type (in cases):**

| ACCOUNT/TYPE | SALES 7/22 – 6/23 | SALES 7/23 – 6/24 |
|---|---|---|
| DINING SERVICES | 2,476 | 2,091 |
| CONCESSIONS | 515 | 539 |
| MARKET DEVELOPMENT | 192 | 240 |
| STUDENT ACTIVITIES/PIT | 80 | 77 |
| ATHLETICS | 72 | 113 |

| | | |
|---|---|---|
| RESIDENCE LIFE/HOUSING | 80 | 77 |
| **TOTAL** | **3,415** | **3,137** |

**Fountain sales by location (in gallons):**

| **LOCATION** | **SALES 7/22 – 6/23** | **SALES 7/23 – 6/24** |
|---|---|---|
| DINING SERVICES | 1,972 | 2,115 |
| STUDENT ACTIVITIES | 0 | 0 |
| **TOTAL** | **1,972** | **2,115** |

**ATTACHMENT D**

**Fountain equipment requirements:**

| | | |
|---|---|---|
| **Dining Service Fountain Requirements** | | |
| Cafeteria/Dining Hall* | 2 | 10-head drink/ice combo |
| Food Court/Eagle Market | 1 | 10-head drink/ice combo |
| *For June we need an additional 10-head drink/ice combo for athletic and academic summer camps. | | |
| | | |
| **Concession Fountain Requirements** | | |
| Football Stadium | 2 | Double door cooler |
| Football Hospitality Room | 1 | Single door cooler |
| Chicoine | 4 | Double door cooler |
| Softball | 1 | Double door cooler |
| NPAC* | 1 | Double door cooler |
| *The NPAC is used as a temporary concession stand during limited events such as track meets, wrestling duals/meets, Hoop Shoot, etc. | | |

**ATTACHMENT E**

**Current vending price list:**

| ITEM | PRICE |
|---|---|
| 12 oz. can soda | $0.75 |
| 20 oz. bottle soda | $1.75 |
| 20 oz. bottle water | $1.75 |
| 12 oz. can Bubbl’r | $1.75 |
| 16 oz. Kickstart | $1.75 |
| 15.2 oz. bottle juice | $2.00 |
| 18.5 oz. bottle tea | $2.00 |
| 20 oz. bottle flavored water | $2.00 |
| 20 oz. bottle isotonic beverage | $2.00 |
| 16 oz. Rockstar/Amp/Bang/Mountain Dew energy drinks | $3.00 |
| 13.7 oz. & 15 oz. bottle coffee drinks | $3.50 |

## ATTACHMENT F

## Campus Map

**Current Beverage and Snack Vending locations**

| Building | Building Type | Building # (Map) | # Beverage Vending Machines | # Snack Vending Machines |
|---|---|---|---|---|
| Old Administration | Classrooms/Faculty/Admin | 7 | 2 | |
| Armstrong/Chicoine | Athletics | 14 | 1 | |
| Burkhiser | Classroom | 20 | 3 | |
| Crites Hall | Student Services/Admin | 9 | 1 | |
| Rita King Library | Student Services/Admin | 13 | 1 | 1 |
| Math/Science | Classrooms/Faculty | 18 | 1 | |
| Memorial Hall | Classrooms/Faculty | 2 | 1 | |
| Miller Hall | Classrooms/Faculty/IT | 11 | 1 | |
| NPAC | Athletics/Classrooms/Faculty | 6 | 1 | |
| Maintenance Bldg. | Facilities staff | 27 | 1 | |
| Sparks Hall | Administration/Foundation | 10 | 1 | |
| Rangeland | Classrooms/Faculty | 30 | 1 | |
| Student Center | Dining Services/Activities | 21 | 1 | 1 |
| Andrews Hall | Residence Hall | 17 | 3 | 1 |
| Kent Hall* | Residence Hall | 15 | 1 | |
| Edna Work/Wing | Residence Hall | 3 | 4 | 2 |
| High Rise** | Residence Hall | 16 | 5 | 2 |
| | | **TOTAL** | **29** | **7** |

*Recently removed a snack machine from Kent Hall for the installation of an ice machine. It is the College's desire to identify another location in Kent Hall for a snack machine to be installed.
**Recently removed a beverage vending machine from High Rise.

# ATTACHMENT G

## Athletics

The Athletic Department requires a number of items, including, but not limited to refrigerated merchandisers, beverage coolers with lockable covers and wheels, co-branded cups, towels, tents, beverage coolers and carts. Bidders must indicate in their response the ability to fulfill the requirements below and/or what they propose to meet or exceed the need.

### 1. Athletic Department

The College Athletic Department includes over 340 student-athletes, sponsors 14 NCAA Division II intercollegiate athletic programs, and is a member of the Rocky Mountain Athletic Conference.

### 2. Designation as official and exclusive sponsor

Contractor of isotonic beverages, sports beverages, nutritional beverages, and College branded bottled water will be designated an official and exclusive sponsor of Eagle Athletics with the authorization to use the designation "Official Partner of Chadron State College Athletics" and may state such designation in its media presentations, mobile and permanent signage. All items must be approved by Chadron State College prior to production.

All products shall meet the NCAA legislation pertaining to illegal substances and supplements.

### 3. Advertising, Signage, Promotional and Tickets/Hospitality Rights

As an exclusive Athletic Department partner*, Contractor may receive inventory withing the marketing and/or promotional categories. It is understood the inventory in these categories may include but not limited to the following:

I. Permanent Signage at the following athletic facilities**:
   a. Elliott Field at Don Beebe Stadium:
      i. Video Board Static Signage
      ii. One (1) :30 ad during CSC Football Games
   b. Chicoine Center:
      i. Video Board Static Signage
         1. Digital Signage on Scorer's Table throughout Volleyball, Wrestling and Basketball
      ii. One (1) sign in Chicoine Center Gymnasium
      iii. One (1) sign in entryway at Chicoine Center
   c. Chicoine Center Weight Room
      i. Static Signage (Permanent)
   d. CSC Softball Field:
      i. Scoreboard Static Signage
   e. CSC Track and Field Facility
      i. One (1) Sign on Fencing

There are over 125 events held in these facilities such as collegiate, intramurals, commencement, outside events, hoop shoots, and high school basketball/wrestling/volleyball.

In the event a new scoreboard/video board is installed at any athletic facility, Contractor will have the opportunity to increase its investment to maintain the signage on the new scoreboard/video board. If Contractor elects not to increase investment, Contractor will receive other signate with similar value (to be mutually agreed upon).

Should the College renovate and/or build a new facility that increases the visibility or sales of the Contractor's product, College reserves the right to renegotiate the terms of the corporate partnership and/or exclusive rights fee for the isotonic beverages.

II. Right to utilize the official logos and marks of the College.

III. <u>Print Advertising in game day programs and/or game day scorecards for the following:</u>
   a. Football
   b. Men's Basketball
   c. Women's Basketball
   d. Volleyball
   e. Other sports as mutually agreed upon by the College and Contractor

IV. Event/game day sponsorship*** each contract year for Men's Basketball, Women's Basketball and Volleyball. Contractor will receive several event/game day benefits that may include, but are not limited to:
   a. Name/logo recognition on programs or roster cards
   b. VIP experience at each game
      i. VIP tickets, sideline access, enter field/court with team, etc.
   c. Special halftime promotion and prize giveaway that has been mutually agreed upon by Chadron State College and Beverage Vendor. All costs associated with promotion and prize giveaways shall be paid by the Beverage Vendor in addition to its annual Cash Rights Fee
   d. Pregame giveaway at each event ($1,000 to Men's Basketball/$1,000 to Women's Basketball); items to be provided by Beverage Vendor and items will be mutually agreed upon
   e. On-field/court recognition with Beverage Vendor representative
   f. Product sampling
   g. Other benefits to be mutually agreed upon

V. Contractor may receive the following ticketing elements:
   a. Four (4) Football Reserved Season Tickets
   b. Two (2) Football Sideline Passes
   c. Four (4) Volleyball Reserved Season Tickets
   d. Four (4) Basketball Reserved Season Tickets
   e. Four (4) All Sport Season Tickets
   f. New Inventory: In the event there are new ticket options, Beverage Vendor will receive the right to purchase new ticket inventory.

VI. Chadron State College Corporate Partnership Membership
   a. Contractor will be recognized at the highest level of membership in the Chadron State College Athletics Corporate Partnership and receive all appropriate recognition at this level including prioritized seating and parking benefits, depending on proposed funding level.
   b. Contractor will be recognized as the Official Beverage of Chadron State College Athletics two (2) times at each Athletic Event.
   c. Contractor will be provided with four (4) tickets to Chadron State College student-athlete award banquet.
   d. Contractor will be provided with one (1) table to When Eagles Dare (may be named differently).
      i. This includes a table sponsor and recognition as the Official Beverage of Chadron State College Athletics.
      ii. Contractor will provide the College with giveaway(s) or auction item(s) that is mutually agreed upon for this event.

VII. Website Recognition

a. Contractor may receive special recognition and/or banner recognition to support retail promotion and general branding. Contractor may change artwork at any time. This recognition will take place on the chadroneagles.com main athletic page.

VIII. Special Chadron State College student promotion each year to increase attendance and retail sales. The exact details will be mutually agreed upon by the parties. Contractor will provide a quality prize each year of the agreement (i.e. semester book scholarship, vendor product of the year, etc.)

IX. Media

a. All Chadron State College Athletic sporting events are broadcast through the RMAC Sports Network. Contractor will have the opportunity for commercial advertising and banner ad on all Chadron State College Athletic broadcasts.

*The items listed in section 3 above are dependent upon funding level for the exclusive sponsorship of isotonic beverages, sports beverages, nutritional beverages and Corporate Sponsorship.

**Contractor is responsible for all costs associated with new signage, including, but not limited to all production and installation costs.

*** Contractor may offer this benefit to a retail partner. Any assignment of this benefit must be approved by the College.

**** Optional: Benefits listed above may be used with other retail vendors. All vendors must be approved by the College Athletic Department.

4. Product In-Kind Donations*

I. The Contractor agrees to provide products for special events (to cover event needs). This includes but it not limited to:

a. Hospitality areas for home Football and Basketball games
b. Student engagement activities
c. Athletics Hall of Fame
d. Fall Sports kickoff to celebrate all fall sports

*Contractor will receive appropriate recognition at each event (sponsor recognition will be the product "retail value" provided to the event). Special Events may change over time. The College reserves the right to substitute other special events for one or more listed above.

5. Sideline Product

I. The Contractor will provide the following "Sideline Support" annually to the College Athletic Department as part of the contract requirements and at no cost to the College. If items are in good working condition from the prior year, Contractor will not be required to replace the product(s). The working condition will be agreed upon mutually:

a. 100 gallons of isotonic/sports drink mix (or its reasonable equivalent)
b. 300 cases of packaged beverage products to be determined by Athletics
c. Four cases of 12 oz. cups
d. Two 3-gallon coolers
e. Two 7-gallon coolers
f. Four 10-gallon sideline coolers
g. Four 48-quart chest coolers
h. Four 60-quart chest coolers with wheels
i. 350 squeeze sport bottles; and
j. One sideline cart
k. Two plug-in promotional coolers

l. Five Mini fridges (three in the Athletic nutritional area and two in the Con Marshall Press Box – one President's Suite and one Foundation Suite)

m. Four 10x10 co-branded pop-up tents

6. Annual Marketing Consideration

   I. The College desires to have the Contractor partner with College's Athletic Department in efforts to market various athletic games and events. This includes but is not limited to Fall/Winter/Spring sports posters. Bidder shall describe their marketing plan/proposal for the College's Athletic Department promotion. This plan will be evaluated as part of