



**JACKSON STATE UNIVERSITY
Request for Proposals (RFP) 25-13
Beverage and Vending Services**

ISSUE DATE: April 23, 2025

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

Sealed proposals, subject to the conditions made a part hereof, will be received until **Tuesday, May 27, 2025 at 11:00 a.m. in the JSU Office of Purchasing and Travel**, same address as above, for furnishing services as described herein.

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

All inquiries regarding this RFP should be directed to:

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

AND

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

Any addendum associated with this RFP will be posted at <https://www.jsums.edu/finance/bid-information/> located under RFP 25-13. It is the respondent's responsibility to assure that all addenda have been reviewed and, if applicable, signed and returned.

Note 1: Questions concerning this RFP must be submitted in writing and will be accepted until **May 8, 2025 at 5:00 p.m.** A summary of all questions and answers will be posted at <https://www.jsums.edu/finance/bid-information/> as an addendum located under RFP 25-13 **May 15, 2025 at 5:00 p.m.**

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

1) UNIVERSITY OVERVIEW

- a) Jackson State University (JSU) desires to contract with a reputable and responsible firm(s) that can efficiently and effectively maximize pouring and vending service opportunities to increase net revenues by developing strategies that benefit JSU and the successful respondent(s).
- b) Jackson State University (JSU), founded in 1877, is a historically black, high-research activity university located in Jackson, the capital city of Mississippi. Jackson State's nurturing academic environment challenges individuals to change lives through teaching, research, and service. Officially designated Mississippi's Urban University, Jackson State continues to enhance the state, nation, and world through comprehensive economic development, healthcare, technological, and educational initiatives. The only public University in metropolitan Jackson, Jackson State is located near downtown, with five satellite locations throughout the area.
- c) JSU is seeking comprehensive proposals to provide the following services: beverage & vending/beverage retail/beverage pouring rights for Jackson State's on- and off-campus locations, including the various athletic facilities. It is the intention of the University to contract with a single company to provide these services. The vendor must have demonstrated competence in providing these products and services and have the qualifications to perform the services outlined in this RFP.
- d) JSU plays NCAA Division 1 athletics in the Southwestern Athletic Conference (SWAC). The names of the athletic venues, the sports played at the venues, and the capacity of the venue are shown below:
 - i. Mississippi Veterans Memorial Stadium, Men's Football, 60,000
 - ii. Lee E Williams Athletics & Assembly Center, Men's and Women's Basketball, 6,000
 - iii. Robert E. Brady Field, Men's Baseball, 500
 - iv. Lee E Williams Athletics & Assembly Center, Women's Volleyball, 6,000
 - v. Soccer, Women's Soccer, 200
 - vi. Softball, Women's Softball, 200
 - vii. Walter Payton Courts, Men's and Women's Tennis, 100
- e) Additional information about JSU can be found at our website, www.jsums.edu

2) INVITATION TO SUBMIT PROPOSAL ON RFP

JSU invites qualified respondents to join us in establishing a beverage and vending partnership(s) to maintain the highest quality services for our customers and create new opportunities that will provide substantial benefits for both JSU and the successful respondents.

3) INQUIRIES ABOUT RFP

- a) Prospective respondents may make written inquiries concerning this request for proposal to obtain clarification of requirements. Responses to these inquiries may be made by adding an addendum

to the Request for Proposal (RFP). The deadline for inquiries is May 8, 2025. Please send your inquiries to kimberly.r.harris@jsums.edu or the mailing listed on page 1.

b) All inquiries should be marked "**URGENT INQUIRY- JSU RFP # 25-13**"

4) **ADDENDUM OR SUPPLEMENT TO RFP**

In the event it becomes necessary to revise any part of this RFP, an addendum to this RFP will be provided to each respondent who received the original RFP. Respondents shall not rely on any other interpretations, changes, or corrections.

5) **ADMINISTRATIVE INFORMATION**

a) **ISSUING OFFICE**

This RFP is issued by the following office:

Office of Procurement
Jackson State University
1400 John R. Lynch Street
Jackson, MS 39217

b) **SCHEDULE OF CRITICAL DATES**

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

1.	RFP Posted	APRIL 23, 2025
11.	Pre-bid Conference (walkthrough date) 9:00 a.m.	APRIL 30, 2025
111.	Prospective respondents written inquiries deadline	MAY 08, 2025
IV.	Responses to inquiries posted	MAY 15, 2025
V.	Proposal submission deadline — 11:00 A.M.	MAY 27, 2025
VI.	Award determination date (estimated target)	JUNE 17, 2025
VII.	Contract signed (estimated target)	JUNE 30, 2025
VIII.	Contract effective date (estimated target)	JUNE 30, 2025

I. **WRITTEN OR ORAL DISCUSSIONS/PRESENTATIONS**

After the opening of all offers received by the closing time and date for accepting offers, Respondents may be required, at the request of JSU, to make a public oral presentation or provide written clarifications to their proposals. Oral presentations may be recorded. Any oral presentation or written clarification given by Respondent will be considered part of the RFP's response. Personnel in JSU's Office of Purchasing and Travel will schedule any such presentations or

address any needed written clarifications. JSU reserves the right to request a “best and final offer” at its discretion.

RFP Response Checklist – Include these items in your response to RFP 25-13:

- b) Proposals shall be submitted in two packages (envelopes or boxes) marked as "Technical Proposal" and "Revenue Proposal" within a single package (envelope or box). The single package shall be sealed with "**RFP#25-13**" In the lower left-hand corner and ***an electronic copy in PDF files on a flash drive***
- c) Technical Proposal – One (1) original and six (6) copies of parts 6(a)(i) (Cover Letter), 6(a)(ii) (Corporate Structure and Credentials), and 6(a)(iii) (Operations and Ability to Perform) should be sealed in a package with "**Technical Proposal**" in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page as "**Original.**" **NO INFORMATION IDENTIFYING THE VENDOR SHALL BE INCLUDED.**
- d) Revenue Proposal – One (1) original and six (6) copies of part 6(a)(iv) (Projected Financial Return to JSU) should be sealed in a package with "**Revenue Proposal**" in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page as "Original." **NO INFORMATION IDENTIFYING THE VENDOR SHALL BE INCLUDED.**
- e) Vendor Response to Management Requirements Questionnaire plus an overview of vendor qualifications, organizational profile (including operation under other Vendor names providing the same or similar services) and organizational chart. Describe how the organizational structure will ensure orderly communications, distribution of information, and effective coordination of activities, accountability, and decision-making authority.
- f) References: Provide three (3) similar or like clients as references, for which Respondent has performed (or is currently performing) work similar in nature and scope within the last five (5) years. Information should include:
 - Institution
 - Institution's Address
 - Contact name, telephone number, and email
 - Similarity with scope and size of the JSU
 - Length of time services have been provided

6) PROPOSAL CONTENTS

- a) At a minimum, the following items should be included in the contents of the proposal:
 - i. Cover letter indicating the scope of the proposal: Beverage & Snack Vending / Beverage Retail / Beverage Pouring Rights. In addition, the letter should include a statement indicating acceptance of the standard contract (See Appendix F) and clearly identify any proposed changes. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP (Cover letter should be no more than three (3) pages in length.)
 - ii. Corporate Structure and Credentials
 - 1) Number of years of experience
 - 2) At least three (3) major customers for whom you provide similar services in size and facility structure, including account contact information.
 - 3) A listing of all major accounts terminated in the last five (5) years with the reason for termination and account contact information.
 - 4) Staffing levels and support proposed.
 - 5) Provide information on those individuals assigned to work with JSU, including a description of their experience. Specifically, identify one service manager to handle JSU's account, including his/her name, qualifications, and other accounts assigned to this manager.
 - 6) Proposals should include a description of the security plan used by the proposing firm to ensure adequate background checks on employees. JSU would strongly oppose having anyone on campus (filling vending machines, servicing equipment or retail outlets, etc.) that could be considered a potential hazard to the University, its faculty and staff, or its students. This would include but not be limited to convicted sex offenders or convicted felons.
 - iii. Operations and Ability to Perform
 - 1) Sample sales, royalties, maintenance, and all other reports that will be provided to JSU, including frequency and method of delivery (electronic, hard copy)
 - 2) Provide operation and marketing plan. This should include, but not be limited to, acknowledgment and agreement with the applicable requirements outlined in Sections 20, 21, 22, and 23, as well as explanations, where applicable, of the intended plan to achieve the requirements.
 - 3) Proposed delivery schedule for products and equipment
 - 4) Service and quality control procedures, including equipment specifications on equipment proposed and maintenance tracking methods
 - iv. Projected Financial Return to JSU
 - 1) Royalties and other financial contributions for the ten (10) years of the contract term with an additional three (3) years if both parties agree. (Use the format provided in Appendix C)
 - 2) Product pricing level proposed with a detailed listing of products.

- 3) Payment of specific advertising fees during each year of the term per exclusive licenses and rights.
- 4) Other partnership and sponsorship areas.
- 5) Signature page (See Appendix E)

7) DISCUSSIONS/EVALUATION CRITERIA/AWARD PROCESS

- a) JSU reserves the right to conduct discussions with any or all respondents or to award a contract without such discussions based only on the evaluation of the written proposals. JSU reserves the right to contact and interview anyone connected with any past or present projects with which the respondent has been associated. JSU likewise reserves the right to designate a review committee to evaluate the proposals according to the criteria set forth under this section. JSU may make a written determination showing the basis upon which the award was made, and such determination shall be included in the procurement file.
- b) JSU reserves the right to award this contract in whole or in part, depending on what is in the best interest of JSU, with JSU being the sole judge.
- c) The evaluation factors outlined in this section are described as follows:
 - 1) Projected Financial Return to JSU – This shall be the anticipated revenue to JSU during the contract term based on the proposal. Guaranteed revenues and estimates of revenue will be considered. JSU will have sole authority to determine the reasonableness of estimates.
 - 2) Corporate Structure, Credentials, and Prior Experience – JSU will attempt to determine the probability of the program's future success based on the proposer's organizational structure and proven experience.
 - 3) Operations and Plan to Perform – JSU will be attempting to determine the probability of future success of the program based on the proposer's plans for providing the service.
 - 4) Efficiencies and Sustainability – JSU will attempt to determine any increased efficiencies for the institution (examples may include, but are not limited to, a single Vendor of all services to reduce bookkeeping issues, electronic transfer of funds, electronic records, etc.) JSU will also consider 'Sustainability' issues such as healthy foods, recycling, waste minimization, energy conservation, etc.
- d) Proposals for Beverage Retail / Beverage Pouring Rights will be evaluated by JSU on the following factors:

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

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

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

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

8) TERM OF CONTRACT

- a) It is JSU's intention to enter into a ten (10) year agreement(s) with an additional optional three (3) years. While JSU intends to enter into a 10-year contract and expects to stay with the same Vendor for the entire contract term, it is understood that during ten (10) years, there can be vast changes in technology, economy, marketing, services, student preferences, and products. Such changes may require that JSU consider alternate methods or other Vendors. Therefore, JSU asks that proposals include an opportunity for an early contract buy-out. We anticipate this will be pro-rated, wherein a cancellation in year eight (8) would require a much smaller payoff than a cancellation in year 2.
- b) JSU reserves the right to terminate this agreement with thirty (30) days' notice by the Chief Financial Officer via certified mail to the address listed on the signature page of this RFP (See Appendix F) if any of the terms of the proposal and/or contract are violated. In the event of contract termination and rebidding is initiated by JSU, the current Vendor and JSU agree to give reasonable access and inspection of vending equipment and service locations to the other interested respondents. The successful respondent shall be allowed access to the premises at reasonable times within the six (6) month period prior to the termination of the contract and during the bid period. The successful respondent shall not disrupt the operation while exercising this privilege.
- c) In the event the Vendor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, JSU will notify the Vendor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the Vendor must submit, in writing, why such corrective action has not been performed. The University reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the Vendor.
- d) Termination of contract by Vendor without cause can only occur with at least one hundred and twenty (120) day's notice before the contract's proposed termination.
- e) In the event JSU employs attorneys or incurs other expenses that are considered necessary to protect or enforce its rights under this contract, the Vendor agrees to pay the attorney's fees and expenses so incurred by JSU.

9) RELATIONSHIP OPPORTUNITIES

- a) JSU anticipates beverage & snack vending/retail/pouring rights agreement(s) that grant(s) to the respondent specific rights to sell, promote, and advertise their products on the JSU campus(es). Due to the length of the contract and the scope of service, significant promotional benefits are expected to accrue to the successful respondent(s).
- b) In recognition of these benefits, the respondent should show, as part of Appendix C, its commitment to the relationship directly in the form of financial support for JSU through the pricing of products to the campus, complimentary products, special promotions, or any of the opportunities described as follows (this list is only a sample of opportunities that may exist):
 - i. Research and academic support in the form of funded research or academic scholarships, fellowships, or internships would be appropriate inclusions in the respondent's proposal.
 - ii. Event sponsorship for both major and minor events for student, alumni, and athletic functions. Sponsorships usually include numerous advertising/marketing benefits (logo placement in newspaper ads, printed programs and invitations, television/radio spots, signage, web exposure, etc.), and in some cases, a portion of the sponsorship may be considered philanthropic. Events sponsored by JSU's food service Vendor (at the time of this RFP) should also be considered for cooperative opportunities.
 - iii. Philanthropic support is a priority for JSU. Respondents are encouraged to consider creative ways in which they might be able to enhance the value of the relationship, such as scholarships, naming rights, or capital projects.
- c) Advertising opportunities exist for company branding/advertising at JSU, including, but not limited to, athletic facility signage and signage in other venues on our campus(es). This may also include "point of sale" opportunities, in-game events/promotions, and ad opportunities in other printed media.
- d) Each respondent shall indicate an annual amount of financial support to be provided to JSU and the total amount of support provided throughout the contract's life. Respondents will also indicate what promotional considerations JSU requests for such right.
- e) All partnership opportunities and or financial support provided by the successful respondent(s) from the time a contract is executed until it is terminated must be approved by the appropriate individual representing the institution prior to providing the support. JSU reserves the right to make the final determination as to the disposition of this support.
- f) All brochures, flyers, signs, advertising, promotions, giveaways, or any similar activity by the successful respondent(s) shall be approved by the appropriate individual representing the institution at least 48 hours prior to the event. JSU reserves the right to prohibit such activities if deemed not to be in the best interest of JSU.

- g) It is the University's intent to replace the marquee on campus and any athletic scoreboards as deemed needed. The awarded Vendor will be given first-priority advertising rights and other benefits on the marquee and scoreboards, which will be negotiated between the awarded Vendor and JSU once a marquee/scoreboard vendor is selected.
- h) In the event that JSU Athletics enters into a Multi-Media Rights agreement, the Beverage & snack vending/Retail/Pouring Rights awarded Vendor will be required to participate in a marketing package that will include but not limited to radio broadcasts, spots on coaches shows, logo representation on all sports posters, panels on video board, to name a few.

10) PROPOSAL SUBMISSION

- a) Proposals shall be submitted in two packages (envelopes or boxes) marked as "Technical Proposal" and "Revenue Proposal" within a single package (envelope or box). The single package shall be sealed with "RFP# 25-13" In the **lower left-hand corner**.
- b) Technical Proposal – One (1) original and six (6) copies of parts 6(a)(i) (Cover Letter), 6(a)(ii) (Corporate Structure and Credentials), and 6(a)(iii) (Operations and Ability to Perform) should be sealed in a package with **"Technical Proposal"** in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page as "Original."
- c) Revenue Proposal – One (1) original and six (6) copies of part 6(a)(iv) (Projected Financial Return to JSU) should be sealed in a package with "Revenue Proposal" in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page as "Original."
- d) The proposal package must be received on or before **5:00 p.m. on Tuesday, May 27, 2025**. The respondent is responsible for ensuring that the proposal package arrives in the Procurement and Contracts office on time. The proposal package should be delivered or sent by mail to:

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

- e) Your response must include the signature page in this RFP (See Appendix E) and the signature of an authorized representative of the respondent's organization. The signature on the "Original" signature page should be in **blue** ink.
- f) JSU reserves the right to reject any and all proposals, waive informalities and minor irregularities in proposals received, and accept any portion of a proposal or all items bid if deemed in the best interest of the University.

- g) Proposals received after the stated due date and time will be returned unopened. Submission via facsimile or other electronic means will **not** be accepted.

11) ACCEPTANCE TIME

- a) The proposal shall be valid for one hundred and fifty (150) days following the proposal due date.

12) RFP CANCELLATION

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

13) PAYMENT TERMS/COMMISSION PAYMENTS

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

14) REPORTS REQUIRED

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

15) PRICE INCREASES (INCLUDES VENDING, RETAIL, POURING)

Prices shall be consistent with current market conditions. Initial proposed prices should be included in the proposal as part of the response to Appendix C. Requests for price changes will require supporting documentation of the local market. A written request for price increases, with appropriate documentation, is required at least two (2) months in advance of the proposed increase date. JSU will notify the Vendor within thirty (30) days of receipt of price increase requests, of its decision.

16) QUARTERLY MEETINGS WITH JSU

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

17) INDEPENDENT VENDOR CLAUSE

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

18) SALES TAX

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

19) PROGRAM OVERVIEW

- a) JSU will have one agreement for Beverage & Snack Vending/Beverage Retail/ Pouring Rights. This package will be awarded to the respondent, offering the best proposal as determined by the evaluation criteria and the proposal submitted. The following shall briefly describe the understanding of beverage & snack vending, retail, and pouring rights agreement:
- 1) Beverage & Snack Vending- Vendor will provide machines with wireless card readers and dollar changers as required. All machines must provide wireless vending services and card readers. Vendor will fill the machines as needed and collect money from the machines. The card readers must accept the JSU Supercard. Vending commissions are paid to JSU quarterly with supporting documentation.
 - 2) Beverage Retail – Vendor will provide coolers and other equipment as required. Vendor will fill coolers and other available spaces. Vendor will invoice retailers (in the Campus Store, c-stores, and concessions at all athletic venues) at the agreed product cost. Retailers will pay the Vendor for the product. Retailers will sell products and collect funds. Vendor will submit royalties to JSU as specified in the proposal. Vendor will submit reports and commissions to JSU in the amount specified in the proposal. Vendor will submit any other monetary contributions to JSU as specified in the proposal.
 - 3) Pouring Rights – Vendor will provide equipment as required. Vendor will provide syrup and CO2 as needed. Retailers (dining services, concessions, other Athletic venues, c-store, etc.) will pay the Vendor for the product. Retailers will sell products and collect funds. Vendor will submit a report and royalties to JSU in the amount specified in the proposal. Vendor will submit any other monetary contributions to JSU as specified in the proposal.
 - 4) *Note – The Vendor will be providing all beverages sold on the JSU campus and will be making a profit on all such sales. The Vendor will provide JSU with a royalty/commission on all such products. In addition, the retailer or seller of the end product will sell the product to JSU fans, guests, etc., and make a profit, for which JSU will get a portion as a royalty/commission.*

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

- a) JSU is prepared to grant the successful respondent an exclusive right to sell all beverage products produced by or distributed by the respondent company on the JSU campus, including all products sold through post and pre-mix operations controlled by the Food Service provider (or other food service Vendor as indicated by JSU), JSU's retail locations and JSU's athletic venues. In addition, the successful respondent would have exclusive rights to sell all beverages purchased by various departments of JSU.
- b) The prices proposed for all syrup and retail products should be equal to or better than the prices offered to national accounts. Documentation supporting compliance with this requirement shall be submitted as part of the financial proposal. If the prices are not equal to or better than the prices offered to national accounts, documentation explaining the lack of compliance shall be submitted as part of the financial proposal. The prices for products sold in vending machines should be competitive with prices for comparable products in the surrounding market area.
- c) Proposed prices shall be included as part of the response to Appendix C.
- d) The term "**Exclusive**" means 100% of beverage pouring rights, 85% of allotment of shelf space dedicated to beverages at retail locations, and 100% of beverage vending. Subject to the following exclusions:
 - I. It is at JSU's discretion to provide products desired by the faculty/staff/students and alumni that are not available from the awarded Vendor but sold by minority vendors such as, but not limited to, specialty coffee, teas, smoothies, flavored waters, protein beverages, etc.
 - II. Beverages or services consumed on JSU property as a result of student activities generated under the auspices of student government, clubs, or organizations. However, these products must be those products offered by the Vendor.
 - III. Beverages brought to JSU by students, faculty, staff, alumni or visitors. However, these products must be those products offered by the Vendor.
 - IV. Recognized student groups and organizations shall be permitted to sell beverages on campus in connection with authorized student events (i.e., bake sales and fund-raisers). However, these products must be those products offered by the Vendor.
 - V. JSU-owned radio station, student newspaper, and other advertising publications, including but not limited to web pages. This agreement shall not affect advertising or programming. However, no competing beverage shall be permitted to suggest an official association with the University.

21) BEVERAGE & SNACK VENDING

- a) The Vendor, for and in consideration of exclusive rights and privileges from JSU, shall operate vending machines dispensing beverages and snacks at vend prices as submitted with Appendix C.
- b) The prices for products sold in vending machines should be competitive with prices for comparable products in the surrounding market area.
- c) The University will supply all necessary electrical and data network installations at each location.

- d) The vendor must provide new vending equipment in all campus locations. The approximate Vendor owned equipment currently located on the JSU campus is 31 Beverages, 16 Glass Front Beverages, 1 Cold Food & 35 Snack Vending
- e) The proposal should explain procedures used to determine the machine product mix and how this will be monitored throughout the term of the agreement. JSU requests the ability to be involved in product selection and be allowed to request a product change.
- f) JSU desires to provide healthy options in the vending program. Proposals should include a listing of healthy beverage and snack products offered.
- g) The successful respondent and JSU will mutually agree upon the number of machines provided and their location. A list of initial placements is provided in Appendix B. Replacement, relocation, and additions of machines must be approved in advance by JSU. JSU would be very interested in new concepts/trends for vending. These new concepts could be strategically located in high-traffic areas.
- h) The successful respondent will supply, install, service, and maintain state-of-the-art vending machines with built-in dollar bill changers/validations. The successful respondent must provide changers that will accept the new currency as it is introduced. JSU expects that the successful respondent will be prepared with current trends in vending machine technology and will work with JSU to adjust where feasible and desirable.
- i) These machines must remain in top condition throughout the contract term; however, the campus is open to considering 30% or less in used or refurbished vending equipment as long as it is state-of-the-art and energy-efficient.
- j) The University desires energy-efficient equipment. At the beginning of the contract, a minimum of 50% of the vending machines shall be equipped with an "Energy Miser," "Cooler Miser, or similar more current technology to minimize electrical consumption to the maximum extent possible.
 - i. At the beginning of the second year of the contract, a minimum of 75% of the vending machines shall be equipped as energy-efficient.
 - ii. At the beginning of the third year of the contract, a minimum of 100% of the vending machines shall be equipped as energy-efficient.
- k) A schedule for stocking machines should be provided/maintained to verify the timing of past restocking and plans for future restocking based on machine usage. The schedule should be reviewed at quarterly meetings to ensure JSU is aware of and agrees with the restocking schedule. The successful respondent(s) may wish to employ a Student Brand Ambassador or consider supplementing the salary of a work-study student employed by JSU to check the vending machines and ensure they are stocked and in good working condition.

- l) JSU recognizes that to maximize revenues, the reliability of the machinery, the response time of the repair crew, and the "trade out" of damaged equipment are key factors. JSU places a significant value on keeping the equipment operating at peak capacity with minimum downtime. Emphasis needs to be placed on the speed at which repair calls are handled, the number of repeat calls for like repairs, and the availability of replacement machines. JSU requires the successful respondent to have available the following:
 1. Repair service with a guaranteed three (3) hour maximum response time.
 2. An equipment replacement guarantee for any equipment that cannot be brought up to full working capacity in less than seventy-two (72) hours.
 3. Vendor shall establish and implement a preventive maintenance program for all equipment installed to ensure proper and continuous operation.
- m) Vending machines shall each be assigned an identification number that will also serve as the location identification. Vendor shall provide JSU with a monthly report containing machine type, serial number of machines, location of the machine, service problem, date of service call, date service issue resolved, and number of service calls in the prior twelve (12) months for the machine.
- n) The proposal must include a detailed explanation of how machine users can submit problems and concerns (did not return change, took the money, did not provide the product, out of stock, etc.) and how the Vendor would plan to respond.
- o) The Vendor shall replace or repair at its own expense any JSU buildings or equipment that may be damaged due to the Vendor's negligence, regardless of cost.
- p) Selected vending machines must be equipped with a card reader. JSU desires to utilize a card reader capable of accepting both JSU's Supercard and credit/debit cards. It is anticipated that the reader could identify JSU ID cards and credit/debit cards at the reader and send the respective data streams to the appropriate location (to the JSU ID card system for Supercard and the appropriate location for credit/debit card processing). It should be clearly understood that a proposal offering both Supercard and credit/debit card acceptance may receive more points in the "Operations and Plan to Perform" and the "Efficiencies and Sustainability" portions of the evaluation. Appendix C shows the location of the machines and the date the card readers must be available on the various machines. The proposal should indicate the types of readers to be provided and the proposed plans for implementation, including but not limited to: How will sales records be kept? How will JSU and the respondent settle payments? Etc.
- q) For beverages, the standard machine expected would be 20 oz. Bottled beverages include a selection of at least five (5) drink products per machine. All canned beverage machines placed on campus require pre-approval by JSU.

- r) For snacks, machines shall be a multi-vending type capable of dispensing candy and snack products from a single machine and providing patrons with visual access to products.
- s) JSU reserves the right to inspect machines' purchase, installation, service, and maintenance records at any time. All machines must be maintained in excellent operating condition. JSU reserves the right at any time to reject any machine if operating reliability is objectionable.
- t) All vending machines shall have non-resettable meters/counters unless a specific waiver is requested and approved by the appropriate individual representing JSU.
- u) JSU would be interested in a plan to assist with recycling efforts for plastic and aluminum from vending machines.
- v) The majority of the vending machines should display the JSU logo on the front. All vending machine fronts will be decorated pleasantly and attractively, deemed acceptable to JSU.
- w) JSU shall designate a location where refunds due to equipment malfunction may be made with funds provided by the Vendor. JSU reserves the right to approve all refund processes and procedures.
- x) Vendor will fill the machines as needed and collect money from the machines.
- y) Vendor will provide JSU with the accounting of card reader purchases and provide JSU with commission payment for Supercard and card reader purchases.
- z) Vendor will submit a report and royalties to JSU in the amount specified in the proposal.
- aa) Vendor will submit any other monetary contributions to JSU as specified in the proposal.

22) BEVERAGE POURING

- a) The Vendor, for and in consideration of exclusive rights and privileges from JSU, shall supply, service, and maintain new state-of-the-art beverage dispensing machines and other equipment necessary to promote the sale of beverages on the JSU campus.
- b) All dispensers must be equipped with locks and/or shut-off devices and, where necessary, separate water supply shut-off valves and water line filters. The dispenser type and need will be reviewed by appropriate JSU personnel to determine the best fit for our needs. The University will supply all necessary electrical and plumbing hook-ups as required. The equipment should always be state-of-the-art and maintained in good working condition.
- c) The University will supply all necessary electrical installations at each location.
 - i. The approximate vendor-owned equipment on the JSU campus is seven (7) Fountain Units.

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

23) BEVERAGE RETAIL

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

24) OTHER CONTRACT REQUIREMENTS

- a) **Award Terms:** This contract shall be awarded at the discretion of the University based on the capabilities and overall reputation of the supplier, as well as the cost. The issuance of a contract from the University shall confirm acceptance.

- b) **Taxes:** JSU is exempt from state sales tax.
- c) **Payment Terms:** Payment for products purchased by JSU will be made within 45 days after service is received and accepted and a proper invoice is submitted.
- d) **Standard Agreement:** The awarded Vendor will be expected to enter into an agreement that substantially complies with JSU's standard agreement (see Appendix F). The proposal should include any desired changes to the standard agreement. It should be noted that there are many clauses that JSU cannot change. Significant changes to the standard contract may cause a rejection of a proposal.
- e) **The Procurement Process:** The following is a general description of the process by which a firm will be selected to fulfill this Request for Proposal.
 - a) Request for Proposals (RFP) is issued to prospective suppliers.
 - b) A deadline for written questions is set.
 - c) Proposals will be received as set forth in Sections 6 and 10.
 - d) Unsigned proposals will not be considered.
 - e) All proposals must be received by JSU no later than the date and time specified on the cover sheet of this RFP.
 - f) At that date and time, the package containing the proposals from each responding firm will be opened publicly, and each respondent's name will be announced.
 - g) Proposal evaluation: JSU will review each proposal.
 - h) At their option, the evaluators may request oral presentations or discussions for the purpose of clarification or to amplify the materials presented in the proposal.
 - i) Respondents are cautioned that this is a request for offers, not a request to contract and that JSU reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of JSU.
 - j) The proposals will be evaluated according to the criteria set forth in Section 7.

OTHER ASSURANCES

- Contractor shall agree to indemnify the University from any claims, actions, suits, causes of action, or demands, which may include, but is not limited to court costs and legal fees, arising from the implementation of the services to be provided.

- In event of default by contractor or termination of contract, contractor shall agree to provide service on a month-to-month basis at existing rates for up to six months.
- There shall be no cost increase during the initial term. A cost increase may be considered at the beginning of each renewal term. In this RFP's response, the proposer must provide the justification and methodology for applying the cost increase and indicate the proposed amount of cost increase.
- JSU reserves the right to reject any or all proposals received, to waive any informalities or irregularities, or to accept any proposal which is deemed most favorable to the University.
- Terms and conditions that constitute grounds for termination will be specified in the contract. JSU reserves the right to terminate contract with sixty (60) days' notice or at the time of the contract renewal.

a. Insurance Requirements

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

- Contractor, as an independent contractor, shall provide proof of Comprehensive General Liability insurance, Workers' Compensation insurance and Commercial Auto Liability insurance. The Contractor shall provide a Certificate of Coverage mailed to the Board of Trustees of State Institutions of Higher Learning, Office of Insurance & Risk Management, 3825 Ridgewood Road, Suite 429, Jackson, MS, 39211 and JSU, Department of Facilities and Construction Management, Executive Director, 1400 J.R. Lynch St., Jackson, MS 39217 at least ten (10) working days prior to start of services. The Certificate of Coverage should, at a minimum, contain the name of the carrier, effective and expiration dates of coverage, a description of the covered perils, and amount of coverage by peril, the name and mailing address of the insurance company, and the name and mailing address of the insurance agent. The Certificate of Coverage must name the Board of Trustees of State Institutions of Higher Learning and JSU as additional insureds. The additional insured requirement shall be by an endorsement form, or an equivalent or broader form, or by blanket additional insured endorsement, and the general liability coverage shall be primary and noncontributory in respect to insurance maintained by JSU or IHL. Further, Contractor agrees to waive any rights of subrogation against IHL or JSU. The Comprehensive General Liability coverage and the Commercial Auto Liability coverage shall be a minimum amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate through an insurance company with a Best rating of A- or higher and a financial size Class X or higher approved by the Mississippi Department of Insurance. No material change in coverages may occur for JSU or IHL without 30 days advanced notice.
- Worker's Compensation and Employer's Liability: Standard limits as required by applicable Worker's Compensation Laws.
- Comprehensive General Liability:
 - i. General Aggregate - \$5,000,000
 - ii. Personal & Adv Injury - \$5,000,000
 - iii. Each Occurrence - \$5,000,000
 - iv. Fire Damage (any one fire) - \$1,000,000
 - v. Medical Expense (any one person) - \$5,000

- vi. Automobile Bodily Injury and Property Damage Liability - \$1,000,000 Combined Single Limit
 - Certificates of insurance with coverage described above shall be furnished by the proposer prior to the commencement of services under this agreement and such certificates shall provide that the coverages will not be canceled or reduced in amount prior to 30 days after notice of such cancellation has been mailed to the Purchaser. Certificates shall be endorsed to include a waiver of subrogation in favor of Jackson State University and that Vendor hereby waives all rights of recourse, including any right to which another may be subrogated, against Jackson State University for personal injury, including death, and property damage.

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

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

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

APPENDIX A: DEFINITIONS

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

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

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

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

APPENDIX B

Current Beverage & Snack Vending Machines

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

APPENDIX B

Current Beverage & Snack Vending Machines (continued)

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

APPENDIX C: FINANCIAL PROPOSAL FORMAT

BEVERAGE CONTRACT

Beverage Pouring

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

Beverage Retail

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

Beverage & Snack Vending

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

Other Financial Support Contributions

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

APPENDIX D: PROMOTIONAL BENEFITS PROPOSAL

Please provide promotional considerations and opportunities.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX E: SIGNATURE PAGE

RFP #25-13

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

NAME OF FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____
AREA CODE/NUMBER

FACSIMILE NUMBER: _____
AREA CODE/NUMBER

E-MAIL ADDRESS: _____

**AUTHORIZED
SIGNATURE:** _____

PRINTED NAME: _____

TITLE: _____

APPENDIX F: STANDARD CONTRACT TEMPLATE



AGREEMENT Resulting from XXXXX

THIS AGREEMENT is made this day between Jackson State University, a Mississippi Institution of Higher Learning (hereinafter referred to as “JSU”) and XXX (hereinafter referred to as “CONTRACTOR”), located at XXX.

In consideration of the mutual benefits and advantages to each other, JSU desires to engage CONTRACTOR for the purposes and for the time period set forth below; and CONTRACTOR agrees to perform the services and deliver the products in accordance with the terms and conditions of this Agreement.

1. SCOPE OF SERVICES

CONTRACTOR shall provide JSU with the products and services set forth in RFX/RFP XXX and CONTRACTOR’s proposal, as accepted by JSU in response thereto. RFX/RFP XXX project components and CONTRACTOR’s proposal are incorporated herein and attached hereto as Exhibits B and C respectively.

CONTRACTOR represents and warrants the services performed shall be of professional quality consistent with and in accordance with generally accepted industry standards for the performance of such services.

2. PERIOD OF PERFORMANCE

Unless this Agreement is extended by mutual written agreement of the parties or terminated as prescribed elsewhere herein, this Agreement shall begin on the date signed by all parties and end no later than XXXX XX, XXXX.

3. CONSIDERATION AND PAYMENT

As consideration for the satisfactory performance of those services contemplated by this Agreement, JSU agrees to pay, and CONTRACTOR agrees to accept total compensation for all services rendered pursuant to this Agreement NOT TO EXCEED XXXXX DOLLARS (\$XXXXX), and shall be payable when XXXXX.

CONTRACTOR shall at all times be regarded as and shall be legally considered an independent contractor and neither CONTRACTOR nor its employees shall, under any circumstances, be considered servants, agents or employees of JSU, and JSU shall at no time be legally responsible for any negligence or other wrongdoing by CONTRACTOR, its partners, principals, officers, agents, employees, or representatives. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any similar relationship between JSU and CONTRACTOR. At no time shall CONTRACTOR be authorized to do so and at no time shall CONTRACTOR act as an agent for JSU.

4. **E-PAYMENT**

CONTRACTOR agrees to accept all payments in United States currency via the Jackson State University's electronic payment and remittance vehicle. Payments on behalf of JSU to CONTRACTOR for services and products will be rendered in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Miss. Code Ann. §§ 31-7-301, *et seq.*, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. The CONTRACTOR's invoices shall be submitted to JSU using the processes and procedures identified JSU. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and shall remain responsible and liable for full performance after the invoice date. The CONTRACTOR understands and agrees that the State and JSU are exempt from the payment of taxes.

JSU does not agree to pay extra compensation, fees, or allowances after service has been rendered or a contract has been made, or for any payment not authorized by law.

5. **E-VERIFICATION**

CONTRACTOR represents and warrants it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, *et seq.* of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees any breach of these warranties may subject CONTRACTOR to the following:

- (a) termination of this Agreement and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation and/or termination being made public, or
- (b) the loss of any license, permit, certification, or other document granted to CONTRACTOR by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or both
- (c) in the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by MSOS due to contract cancellation or loss of license or permit to do business in the State.

6. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed the obligation of JSU to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under

which funds were provided or if funds are not otherwise available to JSU, JSU shall have the right upon ten (10) working days written notice to CONTRACTOR, to terminate this Agreement without damage, penalty, cost or expenses to JSU of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

7. APPLICABLE LAW

The parties recognize and agree that JSU is a Mississippi Institution of Higher Learning and that this Agreement is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General. Any provision contained in this Agreement and any policy, agreement or term referenced herein, which is contrary to Mississippi law is void and unenforceable. CONTRACTOR shall comply with applicable federal, state, and local laws and regulations.

The Parties acknowledge and agree that JSU's contacts are governed by the laws of the State of Mississippi and therefore, any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in the Federal or State court in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11- 3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

8. ASSIGNABILITY AND SUBCONTRACTING

CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of JSU thereto. None of the work or services covered by this Agreement shall be subcontracted without prior written approval by JSU.

9. ATTORNEY'S FEES AND EXPENSES

Subject to other terms and conditions of this Agreement, in the event CONTRACTOR defaults in any obligations under this Agreement, CONTRACTOR shall pay to JSU all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by JSU in enforcing this Agreement or otherwise reasonably related thereto. CONTRACTOR agrees that under no circumstances shall JSU be obligated to pay any attorney's fees or costs of legal action to CONTRACTOR.

10. AUTHORITY TO CONTRACT CONTRACTOR warrants

- (a) it is a validly organized business with valid authority to enter into this Agreement;
- (b) it is qualified to do business and is in good standing with the State of Mississippi, if required;
- (c) entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and,
- (d) notwithstanding any other provision of this Agreement to the contrary, there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

11. CHANGES.

JSU may, from time to time, require and request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the parties, shall be included in written amendments to this Agreement. No oral statement of any person shall modify or otherwise affect the terms,

conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing and agreed upon by both parties.

12. COMPLIANCE WITH LAWS.

CONTRACTOR understands JSU is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and CONTRACTOR agrees during the term of the Agreement to strictly adhere to this policy in its employment practices and provision of services. CONTRACTOR shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

13. CONFIDENTIALITY.

Any writings, reports, forms, information, ideas, data, electronic or otherwise given to, prepared by, or in any way generated, accomplished or accessed by CONTRACTOR in carrying out the terms of this Agreement shall be kept confidential by CONTRACTOR and no such information shall be made available to any individual, organization, or otherwise by CONTRACTOR without the prior written approval of JSU, and in accordance with the Confidentiality and Non-Disclosure Addendum attached as Attachment A.

14. FAILURE TO ENFORCE.

The failure by JSU at any time to enforce the provisions of this Agreement shall not be construed as a waiver of such provision. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of JSU to enforce the provision at any time in accordance with its terms.

15. INSURANCE.

CONTRACTOR shall maintain, at its own expense, the following insurance coverage in the amounts specified, insuring CONTRACTOR, its employees, agents, designees, subcontractors, and any indemnities as required herein:

- (a) Professional Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00), including personal injury, bodily injury (including both disease and death), property damages and blanket contractual liability; and
- (b) Comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence with the State of Mississippi added as an additional insured; and
- (c) Workers' compensation insurance in the amounts required pursuant to the laws of the State of Mississippi.

CONTRACTOR shall furnish JSU with a certificate of conformity providing the aforesaid coverage within ten (10) days of execution of Agreement. It is understood by the parties in the event CONTRACTOR fails to secure such insurance and providing the certificate evidencing same, JSU, at its sole option, may terminate this Agreement immediately without further notice to CONTRACTOR.

All insurance policies required herein shall be issued by an insurance company or companies licensed to do business in the State of Mississippi and acceptable to JSU. No policy of insurance may be cancelled or reduced during this Agreement. Modification to the policy of insurance must have written notification to JSU prior to modification.

16. ITEMIZED SERVICES AND INSPECTION OF BOOKS AND RECORDS.

CONTRACTOR shall submit to JSU at such times and in such form and manner as JSU may direct, an itemized invoice for services rendered in an amount compatible with the consideration fixed herein. JSU shall have the right to request additional information pertaining to each itemized invoice. JSU shall have the right to inspect and audit the books and records of CONTRACTOR. Such books and records shall be retained and maintained by CONTRACTOR for a minimum of three (3) years following the termination of or the expiration of this Agreement.

17. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business listed herein. Notice shall be deemed given when actually received or when refused. JSU and CONTRACTOR agree to promptly notify each other in writing of any change of address.

For CONTRACTOR

XXXXXXXXXXXXXX

Attn: XXXXX

XXXXXXXXXXXXXX

XXXXXXXXXXXXXX

For JSU

Jackson State University

Attn: Kimberly R. Harris

1400 John R. Lynch Street

Jackson, Mississippi 39217

18. REPRESENTATION REGARDING CONTINGENT FEES

CONTRACTOR represents it has not retained a person to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in CONTRACTOR's bid or proposal.

19. STATE'S IMMUNITY

By entering into this Agreement with CONTRACTOR, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law. As such, as a state entity, JSU does not waive its sovereign immunity. JSU shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties. Miss. Code Ann. § 11-46-1, et seq. JSU does not waive its Constitutional Eleventh (11th) Amendment immunity. U.S. Const. Amend. XI.

20. STOP WORK ORDER

A. Order to Stop Work: JSU may, by written order to CONTRACTOR at any time, and without notice to any surety, require CONTRACTOR to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to CONTRACTOR unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, JSU shall either:

- (a) Cancel the stop work order; or,
 - (b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- B. Cancellation or Expiration of the Order: If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the Agreement shall be modified in writing accordingly, if:
 - (a) the stop work order results in an increase in the time required for, or in CONTRACTOR'S cost properly allocable to, the performance of any part of this Agreement; and,
 - (b) CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided, if JSU decides the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this agreement.
- C. Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- D. Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this Agreement, if any.

21. TERMINATION FOR CONVENIENCE

- A. Termination: JSU may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. JSU shall give written notice of the termination to CONTRACTOR specifying the part of this Agreement terminated and when termination becomes effective.
- B. Contractor's Obligations: CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated work. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. JSU may direct CONTRACTOR to assign CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to MSOS. CONTRACTOR must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

22. TERMINATION FOR DEFAULT

- A. Default: If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the Agreement's provisions, or commits any other substantial breach of this Agreement, JSU may notify CONTRACTOR in writing of the delay or

nonperformance and if not cured in ten (10) days or any longer time specified in writing by JSU, such officer may terminate CONTRACTOR'S right to proceed with this Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, JSU may procure similar supplies or services in a manner and upon terms deemed appropriate by JSU. CONTRACTOR shall continue performance of this Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

B. Contractor's Duties: Notwithstanding termination of this Agreement and subject to any directions from the procurement officer, CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of CONTRACTOR in which the State has an interest.

C. Compensation: Payment for completed services and products delivered and accepted by JSU shall be at the contract price. JSU may withhold from amounts due CONTRACTOR such sums as JSU deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse JSU for the excess costs incurred in procuring similar goods and services.

D. Excuse for Nonperformance or Delayed Performance: Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by CONTRACTOR to make progress in the prosecution of the work hereunder which endangers such performance) if CONTRACTOR has notified JSU within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the requirements of this Agreement. Upon request of CONTRACTOR, JSU shall ascertain the facts and extent of such failure, and, if such officer determines any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR'S progress and performance would have met the terms of this Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

E. Erroneous Termination for Default: If, after notice of termination of CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason this Agreement was not in default under the provisions of this clause, or the delay was excusable under the provisions of Paragraph (D) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the Agreement contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

F. Additional Rights and Remedies: The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

23. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by JSU upon written notice to CONTRACTOR, if CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, CONTRACTOR shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total contract price.

24. SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

25. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 2561-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

26. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood between JSU and CONTRACTOR that Mississippi law requires the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

27. ENTIRE AGREEMENT

This Agreement, including any exhibits (which are specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter thereof.

This Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- (a) This Agreement signed by the parties, and;
- (b) Exhibit A- Confidentiality and Non-Disclosure Addendum.

RFP 25-13 Beverage and Vending Services Program

Due: Tuesday, May 27, 2025 at 11:00 a.m.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

Marcus L. Thompson
President, Jackson State University

Date:

XXXXXXXXXX

PrintedName: _____

Title: _____

Date: _____