

MEMORANDUM OF UNDERSTANDING IN RESPONSE TO SOLICITATION #V211-11-017

OWNER: VIRGINIA MILITARY INSTITUTE
CONTRACTOR: BOTTLING GROUP, LLC
(Operating with its affiliates as Pepsi Beverages Company)
CONTRACT TITLE: Beverage Pouring Rights
RFP/Contract Number: V211-11-017
DATE of MOU: 2 March 2021

I. TERM:

The contract period shall commence on 1 May 2021 and shall be in effect through 30 April 2026. This is the final renewal period for the contract.

II. CONTRACT DOCUMENTS:

- (1) This signed contract form;
- (2) Virginia Military Institute's Request for Proposal V211-11-017, MOU 4/14/11 in its entirety; and renewal MOU dated 4/28/16;
- (3) Memorandum of Understanding dated 24 February 2021 and incorporated herein;
- (4) The Commonwealth of Virginia General Terms and Conditions.

III. CONSIDERATION:

Section 4 of the renewal Memorandum of Understanding dated 28 April 2016 shall be replaced with the below listed support funding. In accordance with the listed support funding and the other related rights and benefits provided to Pepsi by Customer as described in the original MOU for this solicitation, and provided Customer is not in breach of this Agreement, Pepsi agrees to pay to Customer:

Contract Renewal Bonus

The Contract Renewal Bonus in the amount of \$50,000 USD (Fifty thousand and 00/100 dollars) is due and payable within thirty days of the execution of this Contract Renewal.

Annual Sponsorship Fee

The Annual Sponsorship Fee of \$40,000 USD (Forty thousand and 00/100 dollars) is earned throughout the Year in which they are paid for the duration of this contract renewal term. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 4(C5) herein (Sponsorship Fees in the Event of Termination). The first payment is due and payable within thirty days of the execution of this Contract Renewal.

MEMORANDUM OF UNDERSTANDING IN RESPONSE TO SOLICITATION #V211-11-017

Year	Applicable Time Period	Amount	Due Date: Within 30 days after:
1	May 1, 2021 to April 30, 2022	\$40,000	May 1, 2021
2	May 1, 2022 to April 30, 2023	\$40,000	May 1, 2022
3	May 1, 2023 to April 30, 2024	\$40,000	May 1, 2023
4	May 1, 2024 to April 30, 2025	\$40,000	May 1, 2024
5	May 1, 2025 to April 30, 2026	\$40,000	May 1, 2025

Athletic Fund

Athletic Funding outlined below will be provided each contract year. Pepsi will pay Virginia Military Institute any unused funds at the end of each contract year. Athletic support and any unused funding does not carry over to each year of the contract:

20 oz Gatorade:	VALUE:	\$ 3,500
Gatorade Individual Item Purchase Fund:		<u>\$ 6,500</u>
	VALUE OF ATHLETIC FUND:	\$10,000

Marketing/Equipment Fund

The Annual Marketing/Equipment Fund in the amount of \$5,000 per year for the duration of this contract renewal term shall be used at the discretion of VMI for marketing programs and/or concession equipment. The unused amount of funding will be paid at the end of each contract year.

Product Price

Pepsi will cap product pricing each contract year at 3%.

Donated Product

Pepsi agrees to donate 75 cases of 12 ounce cans of product and/or 16 ounce bottles of Aquafina. Product does not need to be ordered or delivered at one time, but may not carry over into the next year.

Bottle and Can Rebate

Pepsi will provide a Bottle and Can rebate at \$2 per 24 count equivalent cases over 5000. Rebate is to be calculated and paid annually at the end of each term.

IV. PRIOR NEGOTIATIONS: ENTIRE AGREEMENT:

This Agreement and the exhibits attached hereto, set forth the entire understanding between the parties in connection with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding among the parties. This provision shall not be read to invalidate or amend any other written agreements between Pepsi and/or any of its affiliates and any affiliate of Customer.

MEMORANDUM OF UNDERSTANDING IN RESPONSE TO SOLICITATION #V211-11-017

Pepsico Bottling Group, LLC agrees in whole to the terms and conditions contained within the original solicitation and subsequently this Contract Renewal agreement.

WITNESS WHEREOF, the undersigned have caused this contract to be duly entered into as of the date written above:

By: William H. Davis

Name: William H. Davis

Title: Key Accounts Mgr.

For: Pepsico BOTTLING GROUP, LLC

Date: March 2, 2021

By: Kathleen H. Tomlin

LTC Kathleen H. Tomlin

Director, Procurement Services

For: Virginia Military Institute

Date: 8 MARCH 2021

MEMORANDUM OF AGREEMENT IN RESPONSE TO SOLICITATION #V211-11-017

OWNER: VIRGINIA MILITARY INSTITUTE

CONTRACTOR: BOTTLING GROUP, LLC
(Operating with its affiliates as Pepsi Beverages Company)

CONTRACT TITLE: Beverage Pouring Rights

RFP/Contract Number: V211-11-017

DATE OF MOU: 28 April 2016

I. TERM:

The contract period shall commence on 1 May 2016 and shall be in effect through 30 April 2021 and may be renewed by the Institute upon written agreement submitted ninety (90) days prior to expiration of each contract period by both parties for one (1) successive five (5) year period.

II. Contract Documents

- (1) This signed contract form;
- (2) Virginia Military Institute's Request For Proposal V211-11-017 and MOU 4/14/11 in its entirety;
- (3) Memorandum of Understanding dated 28 April 2016 and incorporated herein;
- (4) The Commonwealth of Virginia General Terms and Conditions.

III. CONSIDERATION.

Section 4 of the original Memorandum Of Understanding shall be replaced with the below listed support funding and the other related rights and benefits provided to Pepsi by Customer as described in the original MOU for this solicitation , and provided Customer is not in breach of this Agreement, Pepsi agrees to pay to Customer:

Contract Renewal Bonus

The Contract Renewal Bonus in the amount of \$25,000 USD (Twenty-five thousand and 00/100 dollars) is due and payable within thirty days of the execution of this Contract Renewal.

MEMORANDUM OF AGREEMENT IN RESPONSE TO SOLICITATION #V211-11-017

Annual Sponsorship Fee

The Annual Sponsorship Fee of \$40,000 USD (Forty thousand and 00/100 dollars) is earned throughout the Year in which they are paid for the duration of this contract renewal term. In the event Pepsi terminates this Agreement due to the Customer's failure to cure a breach hereof, the unearned Annual Sponsorship Fees will be repaid to Pepsi pursuant to the terms of Section 4(C5) herein (Sponsorship Fees in the Event of Termination). The first payment is due and payable within thirty days of the execution of this Contract Renewal.

Year	Applicable Time Period	Amount	Due Date: Within 30 days after:
1	May 1, 2016 to April 30, 2017	\$40,000	Execution of MOU dated April 28, 2016
2	May 1, 2017 to April 30, 2018	\$40,000	May 1, 2017
3	May 1, 2018 to April 30, 2019	\$40,000	May 1, 2018
4	May 1, 2019 to April 30, 2020	\$40,000	May 1, 2019
5	May 1, 2020 to April 30, 2021	\$40,000	May 1, 2020

Athletic Fund

Athletic Funding outlined below will be provided each contract year. Pepsi will pay Virginia Military Institute any unused funds at the end of each contract year. Athletic support and any unused funding does not carry over to each year of the contract:

20 oz Gatorade: increases 150 cases.	VALUE: \$2,700
Gatorade Individual Item Purchase Fund increases to:	<u>\$4,500</u>
VALUE OF ATHLETIC FUND:	\$7,200

Marketing/Equipment Fund

The Annual Marketing/Equipment Fund in the amount of \$3,000 per year for the duration of this contract renewal term shall be used at the discretion of VMI for marketing programs and/or concession equipment. The unused amount of funding will be paid to VMI at the end of each contract year.

Product Price

Pepsi will cap product pricing each contract year at 3%.

Donated Product

Pepsi agrees to donate 75 cases of 12 ounce cans of product and/or 16 ounce bottles of Aquafina. Product does not need to be ordered or delivered at one time, but may not carry over into the next year.

Bottle and Can Rebate

VMI agrees to the Bottle and Can rebate as outlined in the renewal proposal at \$2 per 24 count equivalent cases over 5000. Rebate is to be calculated and paid annually at the end of each term.

MEMORANDUM OF AGREEMENT IN RESPONSE TO SOLICITATION #V211-11-017

III. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.

This Agreement and the exhibits attached hereto, set forth the entire understanding between the parties in connection with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding among the parties. This provision shall not be read to invalidate or amend any other written agreements between Pepsi and/or any of its affiliates and any affiliate of Customer.

Pepsico Bottling Group, LLC agrees in whole to the terms and conditions contained within the original solicitation and subsequently this Contract Renewal agreement.

WITNESS WHEREOF, the undersigned have caused this contract to be duly entered into as of the date written above:

By: William H. Davis
Name: William H. Davis
Title: ICM
For: Pepsico BOTTLING GROUP, LLC
Date: MAY 27, 2016

By: Kathleen H. Tomlin
LTC Kathleen H. Tomlin
Director, Procurement Services
For: Virginia Military Institute
Date: 25 May 2016



VIRGINIA MILITARY INSTITUTE
Lexington, Virginia 24450

PURCHASING OFFICE
Phone 540-464-7323
Fax 540-464-7669

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number **V211-11-017**

This contract entered into this 24 March 2011 between Pepsi Beverages Company, Virginia Market Unit, TIN 54-0483531, hereinafter known as the "Contractor" and the Commonwealth of Virginia, Virginia Military Institute, hereinafter known as the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide services as outlined in the Institute's Request for Proposal #v211-11-017 and subsequent Memorandum of Understanding, 17 March 2011.

PERIOD OF PERFORMANCE: Start Date: ^{WED} 1 April 2011 through ^{WED} 31 March 2016 with two (2) five-year renewal options remaining.
_{14 April 2011 13 April 2016}

CONTRACT DOCUMENTS: The contract documents shall consist of:

- (1) This signed contract form;
- (2) Virginia Military Institute's Request of Proposal V211-11-017 in its entirety;
- (3) Pepsi Beverages Company Signed Proposal dated 14 October 2010 and incorporated herein;
- (4) Memorandum of Understanding dated 17 March 2011 and incorporated herein;
- (6) Pricing (Bottle, Can & Fountain) from Proposal 30 November 2010 and incorporated herein;
- (7) The Commonwealth of Virginia General Terms and Conditions.

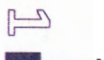
IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: William K. D. This
For: Pepsi Beverages Company, Virginia Unit
Title: KEY ACCOUNTS MANAGER

PURCHASING AGENCY:

By: [Signature] 4/20/11
For: Virginia Military Institute
Title: Director of Purchasing & Disbursements



MEMORANDUM OF AGREEMENT IN RESPONSE TO SOLICITATION #V211-11-017

OWNER: VIRGINIA MILITARY INSTITUTE

CONTRACTOR: BOTTLING GROUP, LLC
(Operating with its affiliates as Pepsi Beverages Company)

CONTRACT TITLE: Beverage Pouring Rights

RFP/Contract Number: V211-11-017

DATE OF MOU: 14 April 2011

I. TERM:

The contract period shall commence on 14 April 2011 and shall be in effect through 13 April 2016 and may be renewed by the Institute upon written agreement submitted ninety (90) days prior to expiration of each contract period by both parties for two (2) successive five (5) year periods.

II. DEFINITIONS:

Ambush Marketing: An attempt by any third party, without Pepsi's consent, to associate Competitive Products with the Facilities, Customer, Customer Marks, Team Marks, and/or the Team, or to suggest that Competitive Products are endorsed by or associated with the Facilities, Customer, Customer Marks, Team Marks, and/or the Team by referring directly or indirectly to the Facilities, Customer, Customer Marks, Team Marks, and/or the Team.

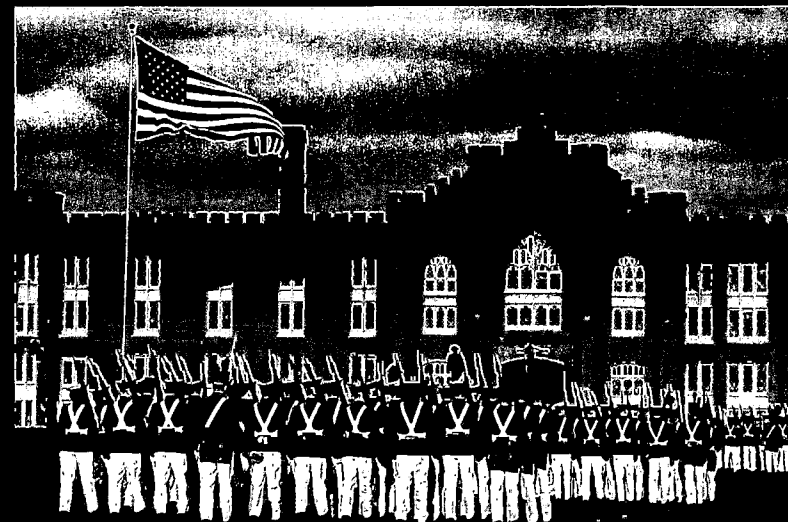
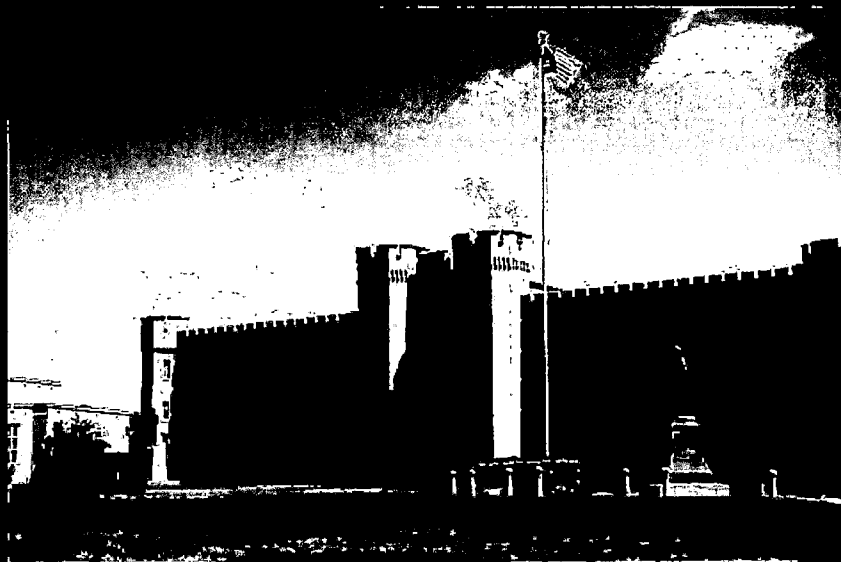
Approved Cups: The disposable cups approved by Pepsi as its standard trademark cups and other containers approved by Pepsi bearing the trademark(s) of Pepsi and/or other Products.

Beverage(s) All carbonated and non-carbonated, non-alcoholic drinks, including (i) colas and other flavored carbonated drinks; (ii) fruit juice, containing fruit juice and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks and (vii) flavored bottled or canned water whether carbonated or still.

Cases: The quantity of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi with approval from VMI.

Competitive Products: Any and all Beverages other than Pepsi Products.

Customer Marks: (i) the Designations (as defined below) and (ii) the Customer's



VIRGINIA MILITARY INSTITUTE &

**Pepsi Beverages Company
Proposal Overview**

Beverage Pouring Rights

Project #V211-11-017

Addendum #2, #3 & #4



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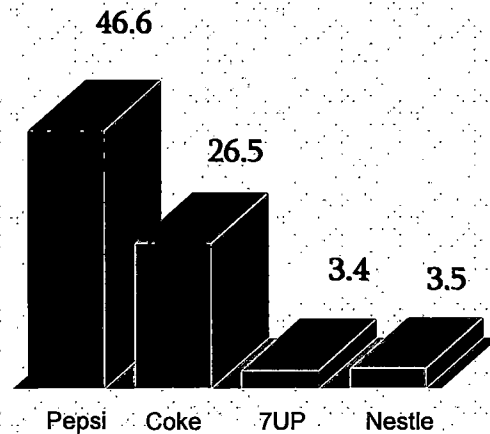


➤Company Market Share	Pages 3 – 4
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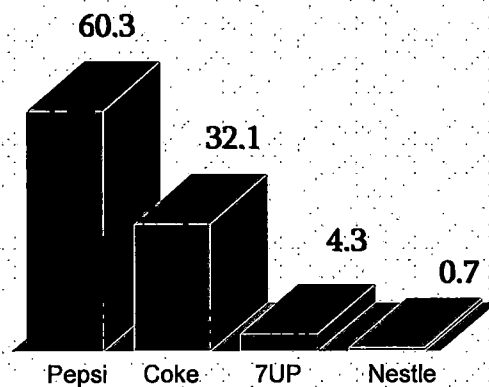
Company Information – (Market Share – Virginia Market Unit)



LRB Share



CSD Share



FACT:

Based on independent data - Pepsi is the market share leader from both a (LRB) "Liquid Refreshment Beverage" Share and (CSD) "Carbonated Soft Drink" Share" in the Virginia Market Unit!!!

"Liquid Refreshment Beverage Share" – Total share including carbonated soft drinks and non carbonated beverages.

"Carbonated Soft Drink Share" – Total share of carbonated soft drinks excluding non carbonated beverages.

Source: VAMU IRI C&G YTD P9 / ending September 5, 2010 (Corp. Pepsi includes Dr. Pepper)



**Top 10 Single-Serve CSD
SKUs in the Virginia Market Unit**

1. Mtn Dew 20oz.
2. Pepsi 20oz
3. Dr. Pepper 20oz
4. Coke Classic 16oz
5. Diet Mtn Dew
6. Coke Classic 20oz
7. Mtn Dew 1 Liter
8. Diet Pepsi 20oz
9. Diet Dr. Pepper 20oz
10. Dr. Enuf 12oz

Source: VAMU IRI C&G YTD P9 / ending September 5, 2010 (Corp. Pepsi includes Dr. Pepper)

**GIVE CADETS
EXACTLY
WHAT THEY WANT**

Pepsi brands are clearly the top choice among the younger generation.



MOUNTAIN DEW IS THE

#1

CARBONATED SOFT DRINK
ON COLLEGE CAMPUSES.

Product – Bottle & Can Packages

•References RFP – IV. (Statement of Needs) Page 6, A.4 a, b (Product Information) Page 19, #12



20oz Bottles

Pepsi
Pepsi Max
Diet Pepsi
Caffeine Free Pepsi
Caffeine Free Diet Pepsi
Mountain Dew
Diet Mt Dew
Live Wire Mt. Dew
Mt. Dew Code Red
Mt. Dew Voltage
Sierra Mist
Diet Sierra Mist
Sierra Mist Ruby Splash
Diet Sierra Mist Ruby Splash
Wild Cherry Pepsi
Diet Wild Cherry Pepsi
Mug Root Beer
Lipton Brisk Lemon Tea
Lipton Iced Tea w Lemon
Lipton Green Tea
Diet Lipton Green Tea
Dr Pepper
Diet Dr Pepper
Cherry Dr Pepper
Diet Cherry Dr Pepper
Schweppes Ginger Ale
Crush Orange
Crush Diet Orange Grape
Crush Strawberry
Crush Grape
Crush Cherry



Aquafina 12 / 20oz

Aquafina FlavorSplash 20oz

Raspberry
Wild Berry
Citrus Blend
Grape
Lemon
Strawberry Kiwi
Peach Mango



Lipton Iced Tea 16oz 12pk

Sweetened with Lemon
Southern Style
Sweetened no lemon
White Tea w Tangerine
Green Tea w Orange/Passion Fruit

Tazo Tea 13.8oz 12pk

Organic Green
Organic Black
Giant Peach
Brambleberry



Starbucks 9.5oz 12pk

Coffee
Mocha
Vanilla

Starbucks 16oz 12pk

Coffee
Mocha
Vanilla



Propel Vitamin 20oz 24pk

Berry
Kiwi-Strawberry
Grape
Lemon
Black Cherry



Dole Juices 15.2oz 12pk

100% Orange Juice
100% Apple Juice
100% Ruby Red Grapefruit
100% Kiwi Strawberry



Ocean Spray 15.2oz 12pk

Cranberry
Cran - Grape

Energy Drinks

Starbucks Double Shot
Starbucks DoubleShot Light

Starbucks Energy

Vanilla
Coffee
Mocha
Cinnamon Dulce



16 oz

Mt Dew Amp
Mt Dew Amp Overdrive Cherry
Mt Dew Amp Elevate Berry
Mt Dew Amp Revive Orange
Mt Dew Amp Traction Grape
SoBe No Fear
SoBe Sugar Free No Fear
SoBe No Fear Motherload
SoBe Bloodshot
Amp Green Tea
Amp Lemonade
Amp Black Tea
Rockstar Punched
Rockstar Punched Citrus
Rockstar Mango Orange
Rockstar Sugar Free
Rockstar Zero Carb



SoBe 20oz 12pk

Energy
Fuel
Green Tea
Lizard Blizzard
Power
Orange Carrot
Lizard Lava
Nirvana



SoBe Life Water 20oz / 12pk

Orange Tangerine
Blackberry Grape
Pomegranate Cherry
Passionfruit Citrus
Strawberry Kiwi
Agave Lemonade
Guji Melon
Yuzi Black
0 Cal. Black & Blue Berry
0 Cal. Fuji Apple Pear
0 Cal. Mango Mellon



Gatorade 20oz 24pk(FS only)

Orange
Lemon Lime
Fruit Punch
Cool Blue
Glacier Freeze
G2 20oz 24pk
Orange
Lemon Lime
Grape
Fruit Punch
Blueberry Pomegranate



Muscle Milk 20oz 4pk

Chocolate
Vanilla Creme
Strawberry & Creme
Chocolate Malt
Banana Creme
Chocolate Light
Vanilla Creme Light



Tropicana

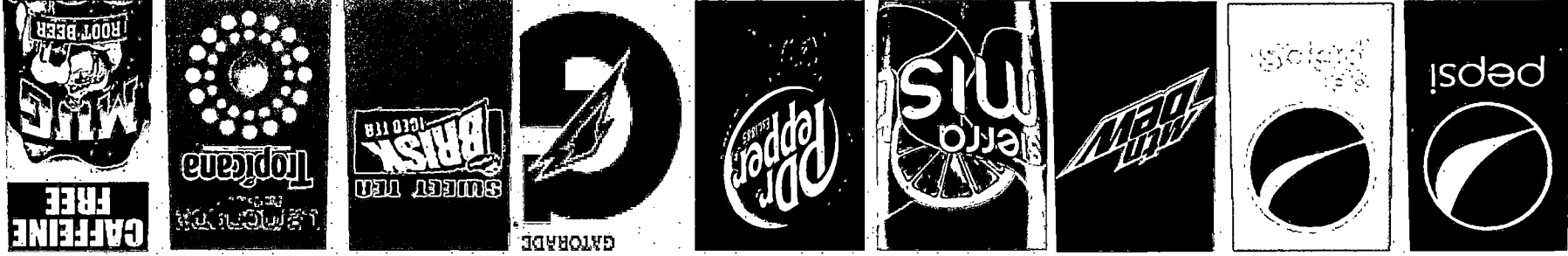
Fruit Punch
Lemonade
Pink Lemonade
Strawberry Melon
Orangeade

Product – Fountain Brands

•References RFP – IV. (Statement of Needs) Page 6, A.4 a, b (Product Information) Page 19, #12



Fountain Portfolio Has Broad Consumer Appeal from Carbonated to Non Carbonated choices including Juice



- Orange
- Apple
- Cranberry

Juice Tyme Flavors:

Product – Fountain Brix

•References RFP – IV. (Statement of Needs) Page 6, A.4 a, b (Product Information) Page 19, #12



Pepsi and Coke have a difference ratio of syrup to water

Coke 4.75 to 1	Diet Coke/Mr Pibb 5.25 to 1	Pepsi Products 5.0 to 1
For every ounce of Coke syrup the yield is 5.75 ounces of finished product	For every ounce of Diet Coke/Mr. Pibb syrup the yield is 6.25 ounces of finished product	For every ounce of Pepsi syrup the yield is 6.0 ounces of finished product
3,680 oz. per Bag -In -Box	4,000 oz. per Bag -In -Box	3,840 oz per Bag -In -Box

So What Does This Mean to VMI?

87 % Coke/Coke Products
13% Diet Coke/Mr.Pibb

3,202 oz.
520 oz.

All Pepsi Products

3,840 oz.



Based on VMI Current CSD Fountain
Product Mix

3,840 oz.
-3,722 oz.

+118 oz. per Box with Pepsi Brands

Product – Fountain Brix (cont.)

•References RFP – IV. (Statement of Needs) Page 6, A.4 a, b (Product Information) Page 19, #12



FOR EXAMPLE: Based on VMI of 2,591 Gallons of Carbonated Fountain annually

518 Bag In Box annually

X 118 More finished ounces per Bag In Box

61,124 More finished ounces annually

Savings Example Using 20 oz. Cup (10 oz. Ice/10 oz. Product)

61,124/10 oz. = 39,782 20 oz. Cups of Product

6,112 Incremental 20oz Servings Annually due to Brix Ratio

Pricing – (Bottle, Can & Fountain)

•References RFP – IV. (Statement of Needs) Page 6, A. #1 a, b



Package	Prod Grp/Inven Lbl	Units per Package	Case Cost	Unit Cost
1.5L PL 1/12	1.5 Liter 12L Lipton TM All Brands	12	\$12.98	\$1.08
12OZ CN 12/2 FM	Can 12oz 12P FM All TM All Brands	24	\$8.22	\$0.34
12OZ CN 6/4	Can 12oz 6P Lipton TM All Brands	24	\$8.22	\$0.34
12OZ PL 12/2HC	12oz 12P Gatorade TM All Brands	24	\$15.63	\$0.65
14OZ PL 1/12	14oz 12L Muscle Milk TM All Brands	12	\$29.00	\$2.42
15.2OZ PL 1/12	15.2oz 12L Dole/Ocean Spray TM All Brands	12	\$10.33	\$0.86
15.2OZ PL 1/12	15.2oz 12L Ocean Spray TM All Brands	12	\$10.33	\$0.86
16.9OZ PL 1/24	16.9oz 24L All TMs All Brands	24	\$21.09	\$0.88
16OZ CN 1/12	16oz 12L Energy TM All Brands	12	\$20.45	\$1.70
16OZ CN 1/24	16oz 24L Rockstar Energy TM All Brands	24	\$34.00	\$1.42
16OZ WMNR1/12	16oz 12L Lipton Tea TM All Brands	12	\$10.31	\$0.86
1L PL 1/12S	1 Liter 12L Lipton Tea TM All Brands	12	\$15.20	\$1.27
1L PL 1/15	1 Liter 15L Aquafina TM All Brands	15	\$17.76	\$1.18
20OZ NR 1/12	20oz 12L SoBe TM All Brands	12	\$13.78	\$1.15
20OZ PL 1/12	20oz 12L SoBe Water TM All Brands	12	\$14.38	\$1.20
20OZ PL 1/24	20oz 24L All TMs All Brands	24	\$15.22	\$0.63
20OZ PL 1/24	20oz 24L Aquafina TM All Brands	24	\$10.93	\$0.46
20OZ WM PL 1/24	20oz 24L Gatorade TM All Brands	24	\$18.13	\$0.76
9.5OZ NR 1/12	9.5oz 12L Starbucks TM All Brands	12	\$15.67	\$1.31
3G BIB	BIB 3G Dr Pepper TM All Brands	1	\$11.52	\$11.52
3G BIB	BIB 3G Schweppes TM All Brands	1	\$11.52	\$11.52
3G BIB	BIB 3G Gatorade TM All Brands	1	\$11.52	\$11.52
3G BIB	BIB 3G Pepsi Corp TM Brands	1	\$11.52	\$11.52
5G BIB	BIB 5G Dr Pepper TM All Brands	1	\$11.11	\$11.11
5G BIB	BIB 5G Pepsi Corp Brands TM All Brands	1	\$11.52	\$11.52
5G TK	Tank Premix 5G All TMs All Brands	1	\$7.00	\$7.00
3G BIB	JTyme Cranberry	1	\$19.27	\$19.27
3G BIB	JTyme Orge/Apple	1	\$22.02	\$22.02
CO2	CO2 FULL TANK 20LB	1	\$22.00	\$22.00
CUP	CUP 16OZ 1000Ct	1000	\$48.00	\$0.05
CUP	CUP 24OZ 1000Ct	1000	\$54.00	\$0.05
CUP	CUP 32OZ 500Ct	500	\$43.00	\$0.09
CUP	CUP 44OZ 480Ct	480	\$50.00	\$0.10
LID	LID 16/24OZ 2000Ct	2000	\$29.00	\$0.01
LID	LID 24OZ 2000Ct	2000	\$29.75	\$0.01
LID	LID 32OZ 1000Ct	1000	\$31.00	\$0.03
LID	LID 44OZ 960Ct	960	\$33.50	\$0.03

Pricing subject to change with 30 day written notice

Service – Equipment Maintenance

•References RFP – IV. (Statement of Needs) Page 6, A.3 b – d, e Page 7 C.1 – 7, D. a



Service:

- All Service calls are received by trained Pepsi Customer Service Representative –(800) 562-6800.
- Customer Service Center takes calls 24hrs per day, 7 days per week.
- Calls are electronically entered and dispatched to the appropriate Service Technician via Next Generation Technology (EPAD).
- All Service Technicians work locally in the Lexington/Roanoke area and are properly trained on all Pepsi equipment.
- All vendor and cooler repairs will be responded to within 24 hours.
- Emergency Service within 4 hours

Commitment to Virginia Military Fountain Equipment Service

- Maximum of 4 hour response time for all "Follett" fountain related service issues at Mess Hall.
- Maximum of 8 hour response time for all "Follett" fountain related service issues at PX.
- Repair VMI owned fountain equipment including soda heads and carbonator units. Excluding refrigeration and ice auger repairs. ~~Food Service Operator to provide parts as Pepsi does not inventory "Follett" equipment.~~ *Pepsi will provide parts.*
- Trained Customer Service Representative receives the call, who then identifies the customer needs and the specific location of the asset.
- Customer Service Center maintains an average dispatch time of less than 60 seconds from Service Center to the Service Technician.
- Pepsi Certified Technician's are committed to completing all repairs in an efficient and timely manner.
- Pepsi Technician's performance is tracked and score carded every four weeks.
- PBC's Virginia Market Unit has ranked in the top 10 on the National scorecard for the last 10 years.
- Will provide special assistance as needed during special events

Tues May 17

Complete June 10

Preventative Maintenance:

- Pepsi will execute a scheduled Preventative Maintenance Program for VMI in accordance with its standard practices for all equipment placed in service at the facilities.
- All equipment will receive a minimum of (2) strategically scheduled PM's per year.
- Key areas PM's focus on:
 - Check to ensure proper carbonation levels (fountain units)
 - Clean, brix, and calibrate each valve (fountain units)
 - Maintain overall cleanliness of the unit (fountain units, coolers, vendors)
 - Inspect and maintain all working parts (fountain units, coolers, vendors)
 - Bi-Annual Line Flush



Service - Mess Hall & PX Additional Requirements

•References RFP – IV. (Statement of Needs) Page 7, C.1 – 7



Commitment to Virginia Military Fountain Equipment Service (Mess Hall & PX)

- Repair VMI owned fountain equipment including soda heads and carbonator units, excluding refrigeration and ice auger repairs. Food Service Operator to provide parts as Pepsi does not inventory “Follett” equipment.
- Bi-Annual Line Flush
- Maximum of 4 hour response time for all “Follett” fountain related service issues at Mess Hall.
- Maximum of 8 hour response time for all “Follett” fountain related service issues at PX
- Bi-Annual Line Flush



Equipment

•References RFP – IV. (Statement of Needs) Page 6, A.2 a, b, d, e



Pepsi will provide Virginia Military Institute “Energy Star” rated equipment at no cost to distribute Pepsi brands as outline in RFP for all current and future locations.

- Vendors – Pepsi will provide Vendors loaned to designated Third Party Operator of VMI for Campus Wide use. Currently, Pepsi has (10) vendors on campus and will provide (4) additional vendors for Rat Barracks. Additional placements will be mutually agreed upon between VMI and Pepsi. Pepsi currently services Cocke Hall vendors through our Full Service program. Under new agreement, Pepsi proposes these vendors to be serviced by institute’s third party operator.



- Single & Double Coolers – Pepsi will provide coolers for retail and concession outlets during the contract term to accommodate operators as listed in the RFP. Currently, Pepsi has (22) cooler located campus wide. Future placements will be mutually agreed upon between VMI and Pepsi.
- Debit Card Readers – Pepsi will provide funding in the amount of **\$18,200** in year one to cover the cost of (14) debit card readers for Vending Machines.



Vendors and Coolers supplied by Pepsi meet “Energy Star” ratings!



- Signage – Pepsi will provide branded signage campus-wide including cooler, vendors, barrels, and other retail points of sale.

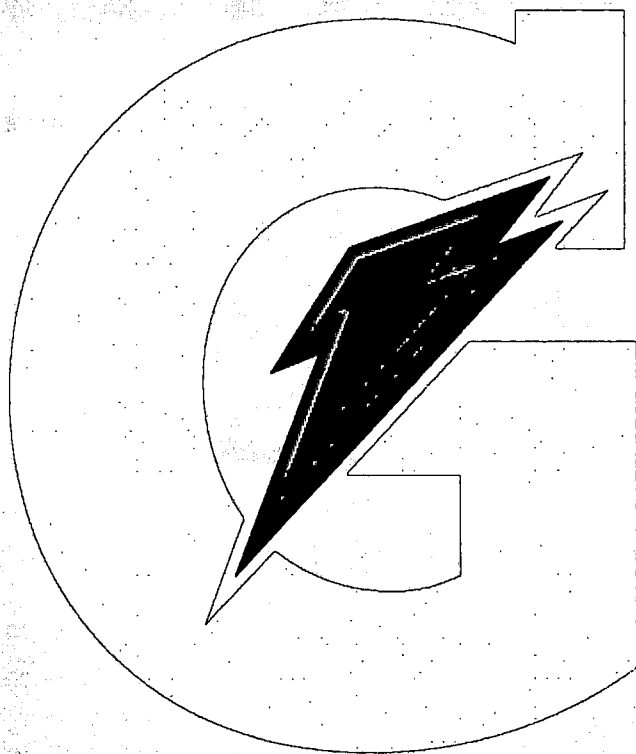
Equipment — Athletic

•References RFP – IV. (Statement Of Needs) Page 6, A. #2c

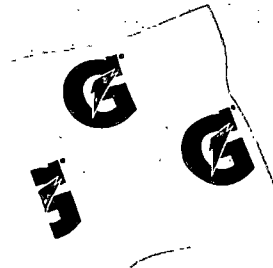


GATORADE

TM



ATHLETIC HYDRATION SUPPORT



\$1,100 Annually

To be utilized at VMI discretion for Gatorade products to be provided in Cups, Sports Bottles, Coolers or towels.

Marketing (National Programs)

•References RFP – IV. (Statement Of Needs) Page 6, A. #3 f

National Pepsi Programming

Students and Faculty will have the opportunity to partake in Pepsi national marketing campaigns and promotions.

- Super Bowl Promotion
- Under the Cap Codes – customers go on-line and enter code under bottle cap
- New Product Launches (Innovations)



Marketing (Student Sweepstakes Kits)

•References RFP – IV. (Statement Of Needs) Page 6, A. #3 f

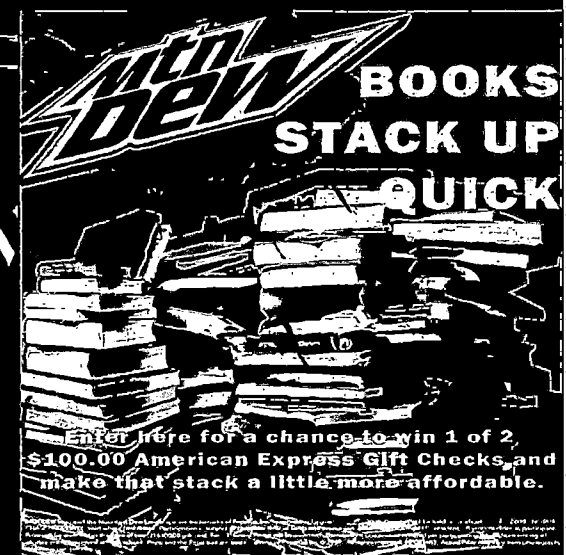
Student Sweepstakes Kits

- Gift Certificates
- Gift Cards
- Gas Cards
- Debit Cards
- Pepsi Merchandise
- \$1,200 Annually

Type of promotion is pending availability



**FOOTBALL SEASON +
TAILGATING
BAG TOSS GAMES**



**GOING HOME?
OUTTA GAS?**



Marketing (On-Campus Sampling Events)

•References RFP – IV. (Statement Of Needs) Page 6, A. #3 f

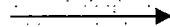
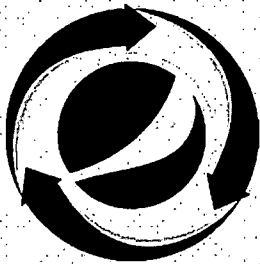


On-Campus Sampling Events

- New Products
- Awareness
- Giveaways
- \$1,200 Annually

Pepsi will partner with VMI to enhance campus wide functions with sampling events





What do the facts tell us about Recycling??

What Students Say

87%

currently recycle

Percentage of Recycling
on Campus

2-3%

actually makes it into the bin

SUSTAINABILITY & RECYCLING SUPPORT

\$700 Annually

In support of recycling bins, vendor
snipes, posters and cooler clings

Recycle Bins



RECYCLE



Vendor Snipe

Posters, Clings



Concession Stands - Support

•References RFP – IV. (Statement Of Needs) Page 7, D. b. 1 - 4



Pepsi Beverages Company will support in the distribution of product throughout Campus-Wide concessions by providing the following equipment.

- Lighted Menu Board for Cocke Hall Concessions (Year 1)*
- (10) Hawker Trays
- (6) Concession Troughs on Wheels
- (4) Ice Barrels on Wheels for product marketing at PX
- Aprons

Lighted Menu Board

SANDWICHES		SPECIALS	
ROLOCHIA	\$3.75	THE BARE	\$5.75
CORNER DEEP	4.25	ROAST BEEF TURKEY & HAM	\$6.25
BLACK FOREST HAM	5.35	THE SCHWARTZOFF	\$6.25
LIVERMURST	4.25	CHICKEN CUTLET, MAU & GRAVY	\$4.50
ROAST BEEF	3.75	THE KRUDEN	\$4.50
PEPPERONI	5.50	CORNER DEEP, SLAW, RUSSIAN	\$4.75
HARD SALAMI	4.50	DRESSING ON DELI RYE	
ROAST BEEF TURKEY	3.75	WEATBALL ON CHICKEN PARM	
ADD CHEESE	.45		
FULL HERO	5.25		

PEPSI BEVERAGES	5.85	51.15	51.35
ICED TEA	1.00	1.25	1.50
COFFEE OR HOT TEA	.65	1.15	1.35

\$4,200 Year 1

-(\$1,200) Lighted Menu Board*

\$3,000 Annually after Year #1

Note: Due to longevity of equipment, annual funding may not be needed. Therefore, remaining balance may be used to support additional marketing of Athletic Events (Half-Time Giveaways, etc.) Expenditures of remaining balance will be mutually agreed upon between VMI and Pepsi. Unused balance is not carried over from year-to-year of contract.



Ice Barrels



Concession Troughs



Hawker Trays

Exclusivity Funding

•References RFP – VI. (Statement of Needs) Page 7.EXII. (Method of Payment) & XIII. (Pricing Schedule) 1 - 6



- In exchange for exclusive beverage pouring rights at Institute facilities, catering events and functions, Pepsi Beverages Company (PBC) will support Virginia Military Institute with funding as outlined below. Exclusive payment is in lieu of commission percentage of gross sales.
- Pepsi agrees to product exclusions for catering functions as customer request with prior notification.
- PBC agrees to a five year plus two successive five year periods with a (90) day prior written notice from VMI of its desire to renew.
- PBC also understands that VMI is currently in agreement with a third party operator for service to vending machines. Therefore, PBC has not including Full Service Vending in it's proposal and will work with designated third party operator and VMI for installation of institute's debit card readers. Note: "Legal Comments/Exceptions to RFP" are included at the conclusion of proposal.
- Funds to be used at Virginia Military Institute's discretion.

\$22,000 Annually
\$330,000 over 15 year Term



**REQUEST FOR PROPOSAL
PROJECT #V211-11-017**

**Beverage Pouring Rights
16 September 2010**



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

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I. PURPOSE:

The Institute seeks an experienced firm to provide financial support for the VMI programs in exchange for certain promotional and availability rights for beverages approved to be sold or dispensed at the Institute.

II. BACKGROUND:

VMI is a four-year, state-supported undergraduate institution whose mission is to produce educated and honorable young people, prepared for the varied work of civil life and ready as citizen-soldiers to defend their country in time of national military need. The college operates within a military framework, and all students live in barracks and wear the historic grey cadet uniform. All cadets must take four years of ROTC classes. Cadets are encouraged to see a commission in the armed forces; however, commissioning is not mandatory. Approximately forty percent of VMI's graduates are commissioned with historically eighteen percent of its graduates making the military service a career.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small business and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractor to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontractors or other contractual opportunities. Submission of a report of past efforts to utilize the services of such businesses and plans for involvement on this contract are required. By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposal will ultimately result in rejection of the Proposal.

III. BACKGROUND DISCUSSION AND GOALS OF THE INSTITUTE:

A. BOARD

1. Cadets march to meals daily – 1500 head count each meal.
2. Food Service Hours – 0700-0800 Breakfast
0830-1000 Grazing
1130-1300 Lunch
1300-1600 Grazing
1800-2000 Supper
3. Exposed to beverage service 8 hours daily in Mess Hall

B. SNACK BAR

1. Located at Post visitor center.
2. Hours of operation 0730-2300
3. Entertainment location as well as meeting location.
4. Draws from community and Washington & Lee.

C. CATERING

1. 2135 catered events last year.
2. New Ethics and Leadership Center – Marshall Hall
 - a. Location for conferences
 - b. 500 seat theatre
 1. Banquet Hall
 - c. Moody Hall/Alumni Hall

D. VENDING MACHINES

1. Barracks – each stoop
 2. Academic Buildings
 3. Support Buildings
- Vending Rights are currently contracted through ARAMARK, Inc. Services in Buena Vista, Virginia until 30 June 2011
 - Any wholesale price increase from the bottler would have to be mutually agreed on with ARAMARK following ARAMARK guidelines.
 - Card Readers from the beverage machines would need to be at the bottlers' expense.

E. NEW MARKET BATTLEFIELD PARK

1. Vending
2. Large visitors center
3. Tourist site
4. Reenactments
5. Cadet Swearing in Ceremony each year

F. CENTER FOR LEADERSHIP AND ETHICS

1. All Conferences, Activities and Programs

G. VMI ATHLETICS

Intercollegiate programs are sponsored at the NCAA Division I level. Athletic programs included: Football, Baseball, Basketball, Men's & Women's Indoor, Outdoor Track and Cross Country, Golf, Lacrosse, Rifle, Soccer, Swimming, Tennis and Wrestling. Approximately one third of the student body are involved in intercollegiate athletics. Eleven VMI grads have played in the NFL.

VMI joined the Big South Conference in 2003 and began competition during the 2003-04 season. The Keydets have enjoyed success in the conference - including multiple post-season honorees. That list has included Reggie Williams, who led NCAA basketball in scoring for two consecutive seasons, the 2006-07 and 2007-08 campaigns, when the Keydets received national attention for their fast-paced style of play.

In 2008-09, the Keydet programs posted several notable results: VMI basketball posted 24 wins and came within just one victory of the program's fourth NCAA tournament appearance, as twin brothers Chavis and Travis Holmes became the top scoring twins at the NCAA Division I level. In addition, runner Donnie Cowart earned All-American honors in the 3,000-meter steeplechase, while women's soccer finished at .500 for the first time and earned its initial post-season win, a 2-1 win over Winthrop in the first round of the Big South Championship. Finally, VMI won the Big South Sportsmanship award for the fourth-consecutive season.

VMI Attendance Figures for FY2008

- Football – 41,201
- Basketball – 27,735
- Baseball – 12,235

VMI Attendance Figures for FY2009

- Football – 39,240
- Basketball – 44,656
- Baseball – 15,156

Radio Information:

Live play-by-play coverage of eleven football, and 28 basketball games each year to six stations radio affiliates which include major state metropolitan regions such as Richmond, Roanoke, Lynchburg, as well as Beckley, WV.

Radio game broadcasts are also available over the World Wide Web at www.vmikeydets.com

TV Information:

Average of three regional telecasts per year (there were three in 2008-09) – media outlets included: Mid Atlantic Sports Network (MASN), Fox Sports South, and Comcast Sports.

IV. STATEMENT OF NEEDS:

It is the Institute's intent to enter into an Agreement with the Selected Firm(s) for providing financial support in exchange for certain promotional and availability rights for beverages to include those goods and services necessary to help the Institute achieve its goals as outlined in the Request for Proposal. In addition to financial considerations, the Selected Firm(s) may be requested to provide those goods and services outlined in this section.

A. The Selected Firm(s) will be expected to provide the following:

1. Pricing

- a. Pricing for all bottled beverages will be comparable to the current pricing arrangement that is in effect for the Institute
- b. Pricing will be comparable with those rates charged in the local area.

2. Equipment

- a. New beverage merchandising coolers to sell bottled and canned beverages
- b. Signage
- c. Provide annually four hundred (400) quart size squeezable water bottles and ten (10) cases of 8 oz disposable cups.
- d. Upgrade existing and install new vending machines. All vending machine must accept credit cards.
- e. Must be compliant with Governor's Executive Order 19. See "Specific Directives", page 4
http://www.governor.virginia.gov/Issues/ExecutiveOrders/pdf/EO_19.pdf

3. Service

- a. Daily service to all locations for can and bottled beverages.
- b. Repair service for fountain beverage dispensers (follett machines) equipment located in the mess hall within 4 hours after notification.
- c. Repair service for fountain beverage dispensers (follett machines) equipment located in the PX within 8 hours after notification.
- d. Emergency service to all locations.
- e. Special assistance during major events.
- f. Marketing support including promotions, give aways, samplings and printed materials.

4. Product Provision including but not limited to:

- a. Soft drink, juice, and isotonic beverages for use by the Institute's intercollegiate athletic programs
- b. Noncarbonated juice must be available in the mess hall to meet feeding requirements. Product chosen by food service vendor.

5. Other considerations as suggested by the offeror.

B. The Institute is willing to provide the Selected Firm with the following:

1. Exclusive beverage pouring rights at Institute facilities, and official events on the VMI Post as well as catered events supplied by VMI food service providers. Should the Selected Firm not be able to provide a specified product, the Institute has the right to purchase product from an alternate source. The exclusive pouring rights do not apply to privately catered events in Marshall Library or Moody Hall.
2. Exclusive beverage logo identification on stadium cups
3. Exclusive vending presence on post.
4. Exclusive use of the Institute's names, symbols, emblems, designs, colors, uniforms and logos (the "Marks") on and off Grounds after obtaining written approval from IAW, the Institute's Trademark policy and contract with LRC.
5. Exclusive sideline presence for isotonic beverage for all regular season intercollegiate home contests (to include cups and container), coolers, sports bottles.

C. Mess Hall and PX additional requirements:

1. Replacement of parts and soda heads for fountain units.
2. Maintenance and repair of the "Soda factory units."
3. Maintenance and repair of all soda lines-Bi annual flushing.
4. Maintenance and repair of all soda carbonator units.
5. Emergency service for Mess Hall will be a 4 hour window.
6. Emergency service for PX will be an 8 hour window.
7. If a change is made to provider all lines need to be flushed out, produce heads need to be re-labeled, and brixed.

D. Concession Stands additional requirement:

- a. Maintenance of all current equipment or replacement of machines if change is made.
- b. Provide items to assist concessions in selling product, i.e.:
 1. Plastic troughs to ice down product
 2. Rolling merchandising units
 3. Carriers for selling product in stands, aprons for concessionaires to sell product.
 4. Marketing coolers and other merchandise for use in PX marketing campaign during the school year.

E. Catering

- a. Exclusion to certain products due to customer request.

V. The VASCUPP Expanded Cooperative Language

CONTRACT PARTICIPATION: Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead-issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing

the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. PROPOSAL PREPARATION AND SUBMISSION

GENERAL REQUIREMENTS:

RFP Responses: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the purchasing agency. No other distribution of the proposal shall be made by the offeror.

A. General Requirements

1. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency at its discretion.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number and subparagraph, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and the subparagraph should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

2. Oral Presentation: Offerors who submit a proposal in response to this Request for Proposal may be required to give an oral presentation of their proposal to the purchasing agency. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The purchasing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may not be conducted. Therefore, proposals should be complete.

3. Informal Communications: From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the Institute rejects all proposals, informal communications regarding this shall cease.
 - a. There shall be no requests from the Offerors to any Office or Department of the Institute with the exception of the Purchasing Office for information, comments, etc. and they shall be written or faxed.
 - b. There shall be no contact with any individuals participating on the Selection Committee.
4. Formal Communications: From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Contractor(s), and all other Offerors have been notified, or when the Institute rejects all proposals, all communications between the Institute and the Offerors will be formal or as provided for in this RFP or as requested by the Purchasing Office. Formal communication shall include but not limited to:
 - a. Oral Presentations
 - b. Site Visits
5. Any failure to adhere to provisions set forth in #3 and #4 above may result in rejection of any offerors proposal and/or cancellation of this request for proposal.

VII. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: Proposals shall be evaluated by the purchasing agency using the following criteria:

Services:	<u>Point Value</u>
1. Quality of product line offered. The Institute reserves the right at no charge to request and evaluate samples of any items which would be provided to the Institute under the terms of an Agreement.	10
2. Service Capability: The ability of the firm to provide the goods and services to maintain fountain service follett machines in a timely manner.	15
3. The amount of the fees to be paid to the Institute by the firm in exchange for pouring rights, and additional considerations as outlined above.	20
4. The financial stability of the firm.	10
5. Other factors relevant to the firm's capacity and willingness to satisfy the provisions of the agreement.	10
6. The quality of the firm's proposed promotional strategy, i.e., how the Institute's educational and athletic programs would be promoted in conjunction with the promotion of the firm's products.	15
7. Participation of Small, Women-Owned and Minority (SWAM) Businesses.	<u>20</u>
Total	100

VIII. MANDATORY PREPROPOSAL CONFERENCE:

A mandatory pre-proposal conference will be held at the 400 level Smith Hall Board Room on Wednesday, 22 September 2010 at 10:00am. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid/proposal. Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:00am. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

IX. REPORTING AND DELIVERY REQUIREMENTS:

1. Report on the participation of Small Businesses and Businesses owned by Minorities.

2. Periodic Progress Reports/Invoices: The contracts requiring the submission of periodic contract performance progress reports or program status reports, the Contractor will include a section on involvement of small businesses and businesses owned by women and minorities as a part of their periodic invoice. The section will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. **This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses.**

3. The Contractor shall provide two (2) copies of this information. One (1) copy shall be submitted with each periodic invoice. One (1) copy shall be mailed to:

Virginia Military Institute
Purchasing Office
314 Smith Hall
Lexington VA 24450

Failure to submit the required information, will result in invoices being returned without payment.

4. Final Actual Involvement Report: The Contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

Business Class: (Small, Women-Owned or Minority-Owned)

<u>FIRM NAME, ADDRESS AND PHONE NUMBER</u>	<u>TYPE GOODS/ SERVICES</u>	<u>ACTUCAL DOLLARS</u>	<u>PLANNED DOLLARS</u>	<u>% OF TOTAL CONTRACT</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<u>TOTALS FOR BUSINESS CLASS</u>		_____	_____	_____

The Contractor shall provide two (2) copies of this information. One (1) copy shall be submitted with each periodic invoice. One (1) copy shall be mailed to:

Virginia Military Institute
Purchasing Office
314 Smith Hall
Lexington VA 24450

Failure to submit the required information will result in invoices being returned without payment.

5. The Contractor shall provide various sales and commission reports on a fiscal year basis (7/1 – 6/30) with monthly and year-to-date sales and commissions by location and vended product lines.

X. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition a copy may be accessed electronically at <http://www.vcu.edu/procurement> or a copy may be obtained by calling VMI Purchasing at (540) 464-7323.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made PIM 98-027 B-3 to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

(*Code of Virginia*, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or

investigations of, such bidder fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73- 0076K.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. INSURANCE: By signing and submitting a proposal under this solicitation, offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from

engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state bid/offer prices in US dollars.

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

XI. SPECIAL TERMS AND CONDITIONS

1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Virginia Military Institute will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Virginia Military Institute has purchased or uses any of its products or services, and the contractor shall not include Virginia Military Institute in any client list in advertising and promotional materials.

2. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3. AWARD OF CONTRACT:

4. AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

5. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

6. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

VIRGINIA MILITARY INSTITUTE
Purchasing Department
314 Smith Hall
Lexington, VA 24450

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified.

No other correspondence or other proposals should be placed in the envelope.

Proposals may be hand delivered to the Virginia Military Institute Purchasing Office.

7. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor, any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

8. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

9. ORDERING OPTION: The (name of agency), may during the first sixty (60) days after this contract is awarded, with the concurrence of the contractor, place additional orders under the contract at the original unit price through the issuance of separate purchase orders. The aggregate of such additional orders shall not exceed 100% of the quantity originally stated in the contract.

10. PREPROPOSAL CONFERENCE - MANDATORY: A mandatory pre-proposal conference will be held at the 400 level Smith Hall Board Room on Wednesday, 22 September 2010 at 10:00am. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid/proposal. Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:00am. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

11. PREVENTIVE MAINTENANCE: The contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.

12. PRODUCT INFORMATION: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

13. REFERENCES: Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION ADDRESS CONTACT PERSON TELEPHONE

1. _____
2. _____
3. _____

14. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for ^{two} ~~five~~ successive ^{five} ~~one~~ year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the food and beverages category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the food and beverages category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

15. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order. The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

16. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion,

require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

17. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

XII. METHOD OF PAYMENT

The contractor shall pay the Institute a percentage commission (at the proposal percentage rate) on monthly gross sales, excluding sales tax, as remuneration for facilities and utilities furnished. Payment shall be made monthly by **the 20th of the month following the end of the month to which the payment applies. The check shall be made payable to the Virginia Military Institute and mailed/delivered, along with a copy of the monthly profit/loss statement, to the Treasurer's Office, VMI.**

XIII. PRICING SCHEDULE

1. The contractor shall pay to the Institute monthly commission payments related to vended sales based upon **calendar month periods due and payable on or before the 20th day of the succeeding calendar month.**

Payment and reports are to be sent to the following address:

Virginia Military Institute
Purchasing Office
314 Smith Hall
Lexington, Virginia 24450-0304

2. Payments not received on or before the 20th day of the month due may be subject to a minimum interest penalty on the amount due at the prevailing interest percentage and conditions used by the Commonwealth of Virginia for delinquent income tax.
3. On expiration or termination of this contract, commissions due the institution shall be paid on sales until all equipment has been removed.
4. Upon request of the Institute, the Contractor shall meet with the institution and review any period statement.
5. Period statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.
6. At a minimum, one half of the annual guaranteed commission shall be paid on or before December 15th with the remainder paid by June 1 of any fiscal year.

VMI Existing Beverage Machine Locations:

Rat PX 4th Stoop – Pepsi Bottle
3rd Stoop – Pepsi Bottle
2nd Stoop – Pepsi Bottle
1st Stoop – Pepsi Bottle
VMI Sinks – Pepsi Bottle
Old VMI Barber Shop – Pepsi Glass front
Science Hall – Coke Can
Smith Hall – Coke Can

Additional Desired Locations

Nichols Hall
Scott Ship Hall
Mallory Hall

Athletics Department

Cocke Hall – Pepsi Bottle
Cameron Hall – Pepsi Bottle
Field House – Pepsi Bottle
Clarkson – McKenna Hall – Pepsi Bottle

OFFEROR: _____

RFP#: RFP #V211-11-0xx

Date: _____

The following question concerns specifications, Section (number) _____

Paragraph _____, page _____.

All responses to questions may be made by Addendum.

Questions Submitted by: _____

NAME

ORGANIZATION

PHONE

EMAIL

This may be FAXED to: (540) 464-7669 or E-Mail to: mattesonca@vmi.edu, Mrs. Corey Matteson, Procurement Officer

CONFLICT OF INTEREST STATEMENT

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your proposal. FAILURE TO FURNISH THIS DATA MAY RESULT IN REJECTING YOUR PROPOSAL.

NAME: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

FEDERAL ID NUMBER (FIN): _____

THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE)

- | | |
|--|--|
| <input type="checkbox"/> SMALL BUSINESS | <input type="checkbox"/> INDIVIDUAL BUSINESS |
| <input type="checkbox"/> WOMAN-OWNED BUSINESS | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> MINORITY-OWNED BUSINESS | <input type="checkbox"/> PARTNERSHIP |
| <input type="checkbox"/> SHELTERED WORKSHOP | <input type="checkbox"/> CORPORATION |

RELATIONSHIP WITH THE COLLEGE OF VIRGINIA:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1-639.24? ☐ YES ☐ NO

IF YES, EXPLAIN:

SIGNATURE OF OFFEROR

DATE

Please tell us how you received this solicitation:

- ☐ It was mailed to you directly.
- ☐ You requested a copy through the Virginia Business Opportunities.
- ☐ You obtained a copy from the Virginia Department of Minority Business Enterprise.
- ☐ Other (please specify) _____.

CONTRACTOR DATA SHEET

QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirement.

Indicate the length of time you have been in business providing this type of service. _____ Years
_____ Months

Provide a list of current references, either college, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the State has your permission to contact. Such listing shall be comprehensive of your firm's customer base and can be formatted as follows:

CURRENT ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOST ACCOUNTS:

Account Name, Address & Phone #	Length of Service	\$ Volume/Year
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT E**RFP# V211-11-017****REFERENCES**

Please list at least four references for whom you have performed each applicable category of service specified herein and within the past five years.

CLIENT: _____

ADDRESS: _____

CONTACT PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

CLIENT: _____

ADDRESS: _____

CONTACT PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

CLIENT: _____

ADDRESS: _____

CONTACT PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

CLIENT: _____

ADDRESS: _____

CONTACT PERSON/PHONE#: _____

APPROXIMATE DOLLAR VOLUME PER YEAR: _____

PROJECTS/DATES/DESCRIPTION: _____

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

ATTACHMENT G

RFP# V211-11-017

REGISTRATION for PRE-PROPOSAL CONFERENCE

RFP # V211-11-017
Beverage Pouring Rights

FAX TO: **540-464-7669**
Attn: Mrs. Corey A. Matteson, VCO

REGISTRATION

DUE DATE/TIME: Tuesday, 21 September 2010 no later than 4:00 PM EST

An **Mandatory** Pre-proposal Conference will be held at 10:00 AM on Wednesday, 22 September 2010 in the 400 Level Board Room of Smith Hall, Virginia Military Institute, Lexington, VA 24450. Attendance at the conference will be a prerequisite to submitting a proposal. Please arrive early as parking MAY BE difficult. NO ONE WILL BE ADMITTED AFTER 10:00 AM EST.

Please indicate the number of representatives of your firm that will attend this pre-proposal conference: _____

Name of firm attending: _____

Directions to the Virginia Military Institute may be found at : <http://www.vmi.edu/none.aspx?id=7335>