

**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**

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

**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: LTC 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: <sup>WED</sup> 1 April 2011 through <sup>WED</sup> 31 March 2016 with two (2) five-year renewal options remaining.  
<sub>14 April 2011 13 April 2016</sub>

**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.

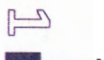
**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

**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