



Please run the following notice on **Wednesday, January 8, 2025 and Wednesday, January 15, 2025** in the Legal Advertisement of THE BOLIVAR BULLET. Please send this office the Proof of Publication for our records.

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## REQUEST FOR PROPOSALS

Delta State University will accept sealed proposals until 2:00 pm CST on Thursday, January 30, 2025, and shortly thereafter, publicly opened for the purpose of the following:

### Beverage Service

Detail specifications may be obtained by contacting Mechelle Jones at (662) 846-4046, [mdjones@deltastate.edu](mailto:mdjones@deltastate.edu), Delta State University, Cleveland, MS or on our website [www.deltastate.edu/finance-admin/procurement/current-bid-opportunities/](http://www.deltastate.edu/finance-admin/procurement/current-bid-opportunities/). Interested vendors shall submit their proposals in a sealed package. Delta State University reserves the right to reject any/or all bids. **All proposals received after the 2:00 pm CST deadline will be returned unopened.**

Address the package as follows and submit to:

Delta State University  
Office of Procurement & Auxiliary Services  
1003 W. Sunflower Road  
Cleveland, MS 38733

In the lower left-hand corner of the package, write the following:

**Proposal – DO NOT OPEN**  
**Beverage Services**  
**RFP DSU02-2025**

***DELTA STATE UNIVERSITY (DSU)***  
***Request for Proposals (RFP)***  
***Beverage Services***

ISSUE DATE: January 8, 2025

ISSUING AGENCY: Office of Procurement Services  
Delta State University  
1003 West Sunflower Road  
Kent Wyatt Hall 221  
Cleveland, MS 38733

Sealed Proposals, subject to the conditions made a part hereof, will be received  
**January 30, 2025, at 2:00 pm** at the same address as listed above.

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

Direct all inquiries concerning RFP# DSU02-2018 to:

Mechelle Jones  
Same address as above  
mdjones@deltastate.edu  
662-846-4046

**Note 1:** Questions concerning the specifications in this Request for Proposals must be submitted in writing or by e-mail and will be accepted until **2:00 PM on January 21, 2025**. The responses will be provided by January 27, 2025.

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

**1) UNIVERSITY OVERVIEW**

- a.) Delta State University (DSU) seeks to establish a dynamic and mutually beneficial partnership with a reputable and innovative firm to provide exclusive pouring and vending services. The successful respondent will deliver comprehensive solutions to maximize revenue and enhance the campus experience through creative strategies and efficient operations. This RFP encompasses the Cleveland campus and all its facilities, ensuring seamless and engaging service experience for students, faculty, staff, and visitors.
- b.) As a vibrant hub of academic excellence and cultural enrichment, DSU is a public institution with funding from state, private, and federal sources, as well as tuition revenue. DSU offers an impressive array of academic programs, including undergraduate degrees in diverse fields such as arts, sciences, business, and education. Advanced training is available through master's degree programs, the Educational Specialist degree, and the Doctor of Education degree. Located in the heart of the Mississippi Delta, DSU serves as a cultural and educational cornerstone for the region, enrolling students from across Mississippi, other states, and beyond. The University's commitment to research, service, and innovation extends its impact well beyond its primary 20-county service region.
- c.) DSU invites comprehensive proposals for beverage service rights for vending, residential and retail food service, concessions and beverage pouring rights for its Cleveland campus, including athletic facilities that showcase NCAA Division II athletics in the Gulf South Conference (GSC). These venues are central to the university's vibrant community and include:
1. Aquatics Center (Capacity: 2,500)
  2. Delta Field, Men's and Women's Soccer (Capacity: 500)
  3. Harvey Stadium – Ferris Field, Baseball (Capacity: 1,500)
  4. Travis Parker Field Horace McCool Stadium, Football (Capacity: 8,125)
  5. University Field, Softball (Capacity: 500)
  6. Walter Sillers Coliseum, Men's and Women's Basketball (Capacity: 3,000)
- DSU's athletic facilities are integral to its student and community engagement, providing excellent opportunities for brand visibility and partnership growth.
- d.) For more information about DSU, its programs, and initiatives, please visit our website at [www.deltastate.edu](http://www.deltastate.edu).

## **2) INVITATION TO SUBMIT PROPOSAL ON RFP**

- a.) Delta State University (DSU) invites proposals from qualified and innovative respondents to establish a strategic beverage partnership. This collaboration aims to deliver exceptional service quality to our campus community while fostering new opportunities that yield significant benefits for both DSU and the selected partner.

### 3) INQUIRIES ABOUT RFP

- a) Prospective respondents may make written or e-mail inquiries concerning this request for proposal to obtain clarification of requirements. Responses to these inquiries may be by addendum to the Request for Proposal (RFP). The deadline for inquiries shall be **January 21, 2025**. Please send your inquiries to Mechelle Jones, [mdjones@deltastate.edu](mailto:mdjones@deltastate.edu) or to the mailing address listed on page 1.
- b) All inquiries should be marked "**Urgent Inquiry – RFP# DSU02-2025**".

### 4) ADDENDUM OR SUPPLEMENT TO RFP

- a.) If revisions to this RFP become necessary, an official addendum will be issued to all respondents who received the original RFP. Respondents are advised to rely solely on the information provided in the addendum and not on any other interpretations, changes, or corrections.

### 5) ADMINISTRATIVE INFORMATION

- a) This RFP is issued by the following office:

Office of Procurement Services  
Delta State University  
1003 West Sunflower Road  
Kent Wyatt Hall 221  
Cleveland, MS 38733

- b) Schedule of critical dates

The following dates are for planning purposes only unless otherwise stated in this RFP. Progress towards their completion is at the sole discretion of the university.

- 1) RFP Posted - **January 8, 2025**
- 2) Prospective Respondents Written Inquiries Deadline - **January 21, 2025**
- 3) Responses to Inquiries - **January 27, 2025**
- 4) Proposal Submission Deadline – **January 30, 2025 2:00 p.m.**
- 5) Service Effective Date: Contingent on approval and notification of award

## 6) PROPOSAL CONTENTS

- a) At a minimum, the following items should be included in the contents of the proposal:
- i. Cover letter, indicating the scope of the proposal: Beverage Vending /Beverage Retail/ Beverage Pouring Rights. In addition, the letter should include a statement indicating acceptance of the **standard DSU Bid Terms and Conditions (See Attachment 1)** and clearly identify any proposed changes. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP. (Cover letter should be no more than 3 pages in length.)
  - ii. Corporate Structure and Credentials
    - 1) Number of years of experience
    - 2) A minimum of three (3) major customers for whom you provide similar services in size and facility structure, including contact information for the accounts.
    - 3) Staffing levels and support proposed.
    - 4) Provide information on those individuals assigned to work with DSU, including a description of their experience. Specifically, identify one service manager to handle DSU's account including his/her name, qualifications and other accounts assigned to this manager.
    - 5) Proposals should include a description of the security plan used by the proposed firm to ensure adequate background checks on employees. DSU would be strongly opposed to having anyone on campus (filling vending machines, servicing equipment or retail outlets, etc.) that could be considered a potential hazard to the University, its faculty and staff, or its students. This would include but not be limited to: convicted sex-offenders or convicted felons.
  - iii. Operations and Ability to Perform
    - 1) Sample sales, royalties, maintenance and all other reports that will be provided to DSU, including frequency and method of delivery (electronic, hard copy)
    - 2) Provide operation and marketing plan. This should include, but not be limited to, acknowledgement and agreement with the applicable requirements set forth in Section 20, as well as explanations, where applicable, of the intended plan to achieve the requirements.
    - 3) Proposed delivery schedule for products and equipment
    - 4) Service and quality control procedures, including equipment specifications on equipment proposed and maintenance tracking methods
  - iv. Projected Financial Return to DSU

- 1) Royalties and other financial contribution for the five (5) years' service term with an additional two (2) years if both parties are in agreement. (Use format provided in Appendix D).
- 2) Product pricing level proposed with detailed listing of products.
- 3) Payment of certain advertising fees during each year of the term per exclusive licenses and rights.
- 4) Signature page (See Appendix F).

## **7) DISCUSSIONS/EVALUATION CRITERIA/AWARD PROCESS**

- a) DSU reserves the right to engage in discussions with any or all respondents as deemed necessary or to make a service award based solely on the evaluation of written proposals. Additionally, DSU retains the right to contact and interview individuals associated with the respondent's past or current projects. To ensure a thorough and fair evaluation, DSU may appoint a review committee to assess proposals based on the criteria outlined in this section. A written determination documenting the basis for the award decision may be prepared and included in the official procurement file.
- b) DSU reserves the right to award this proposal in its entirety, based on what is determined to be in the best interest of the University. DSU shall serve as the sole authority in making this determination.
- c) The evaluation factors set forth in this section are described as follows:
  - i. **Projected Financial Return** – This factor considers the anticipated revenue to DSU over the term of the service agreement, as proposed by the respondent. Both guaranteed revenues and revenue estimates will be evaluated, with DSU retaining sole authority to assess the reasonableness of these estimates.
  - ii. **Corporate Structure, Credentials and Prior Experience** – DSU will assess the proposer's organizational structure and demonstrated experience to evaluate the likelihood of successful program implementation and outcomes.
  - iii. **Operations and Plan to Perform** – This factor focuses on the proposer's operational plans and service delivery strategies. DSU will evaluate these plans to determine the potential for the program's success and effectiveness.
  - iv. **Efficiencies and Sustainability** – DSU will consider proposals that offer increased operational efficiencies and address sustainability concerns. This includes the incorporation of healthy products, recycling initiatives, waste minimization strategies, energy conservation efforts, and similar measures.

d) Proposals for Beverage Vending, Beverage Retail, and Beverage Pouring Rights will be evaluated by Delta State University (DSU) based on the following criteria.

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

e) Upon award of contract, the successful respondent will be asked to provide a transition plan and timeline and obtain DSU's input and occurrence before moving forward.

## 8) TERM OF AGREEMENT

a) DSU intends to enter a five (5) year service agreement, with the possibility of extending the term for an additional two (2) years upon mutual agreement by both parties. While DSU anticipates maintaining a partnership with the selected vendor for the full five-year term, it recognizes that significant changes in technology, economic conditions, marketing trends, services, student preferences, and products may occur during this period. Such developments may necessitate consideration of alternative methods or partnerships.

To address this, DSU requests that proposals include provisions for an early contract buy-out option. This buy-out should be structured on a pro-rated basis, ensuring that the cost of cancellation decreases as the contract progresses (e.g., a cancellation in year four would incur a lower fee than a cancellation in year two).

b) Delta State University (DSU) reserves the right to terminate this agreement with thirty (30) days' written notice, issued by the Vice President for Finance and Administration/CFO via certified mail to the address specified on the signature page of this RFP (refer to Appendix F), in the event of any violation of the proposal terms.

Should DSU initiate a rebidding process following termination, the current vendor agrees to provide reasonable access and inspection of vending equipment and service locations to other interested respondents. The successful respondent will be granted access to the premises during reasonable times within the six (6) months preceding the proposal's termination and throughout the bid period. Access must be exercised in a manner that does not disrupt ongoing operations

c) In the event the vendor fails to fulfill or comply with any conditions or agreements specified under the terms of this RFP, Delta State University (DSU) will provide the vendor with written notification detailing the failure or default. If the required corrective action is not completed

within ten (10) days of receiving the notice, the vendor must submit a written explanation outlining the reasons for the delay. DSU reserves the right to determine whether the vendor's noncompliance constitutes a failure to perform under the terms of the agreement.

- d) The vendor may terminate the service agreement without cause only by providing a minimum of one hundred twenty (120) days' written notice prior to the proposed termination date.
- e) In the event DSU employs attorneys or incurs other expenses it considers necessary to protect or enforce its rights under this proposal, the vendor agrees to pay the attorney's fees and expenses so incurred by DSU.

## **9) RELATIONSHIP OPPORTUNITIES**

- a) DSU anticipates beverage vending/retail/pouring rights that grants to the respondent specific rights to sell, promote and advertise their products on the DSU campus. Due to the length of the agreement and the scope of service, significant promotional benefits are expected to accrue to the successful respondent.
- b) To demonstrate its commitment to fostering a strong partnership with DSU, the respondent is encouraged to outline, as part of Appendix D, its financial support for the University. This support may be reflected through product pricing for the campus, complimentary products, special promotions, or any of the opportunities described below. The following examples are provided as a sample of potential opportunities that may be explored:
  - i. Research and academic support in the form of funded research or academic scholarships, fellowships, or internships would be appropriate inclusions in respondent's proposal.
  - ii. Event sponsorship for both major and minor events for student, alumni, and athletic functions. Portable kiosks, tubs, barrels, or equipment for large events may be considered. Sponsorships usually include numerous advertising/marketing benefits (logo placement in newspaper ads, printed programs, and invitations, television/radio spots, signage, web exposure, etc.) and in some cases, a portion of the sponsorship may be considered philanthropic. Events sponsored by DSU's food service contractor (Sodexo at the time of this RFP) should be considered for cooperative opportunities.
  - iii. Philanthropic support is a priority for DSU. Respondents are encouraged to consider creative ways in which they might be able to enhance the value of the relationship such as the area of scholarships, naming rights or capital projects.



- c) Advertising opportunities exist for company branding/advertising at DSU including, but not limited to, athletic facility signage, highway signage, and signage in other venues on our campus. This may also include “point of sale” opportunities and opportunities in other printed media.
- d) Each respondent is required to specify the annual financial support that will be provided to DSU, as well as the total financial commitment over the duration of the agreement. Additionally, respondents must outline any promotional considerations requested from DSU in exchange for these rights. Please refer to Appendix E for further details.
- e) All partnership opportunities and financial support offered by the successful respondent during the term of the agreement, from execution to termination, must receive prior approval from the designated representative of DSU. DSU reserves the exclusive right to make the final determination regarding the allocation and disposition of such support.
- f) All brochures, flyers, signs, advertising, promotions, giveaways, or any similar activity by the successful respondent shall be approved by the appropriate individual representing the institution at least 48 hours prior to the event. DSU reserves the right to prohibit such activities if deemed not to be in the best interest of DSU.
- g) All future campus renovations are to be considered for implementation of equipment as needed for beverage services.

## 10) PROPOSAL SUBMISSION

- a) Proposals may be submitted in two packages (envelopes or boxes) marked as “Technical Proposal” and “Revenue Proposal” within a single package (envelope or box). The single package shall be sealed with “RFP# DSU02-2025” in the lower left-hand corner.
- b) Technical Proposal – One (1) original and six (6) copies of parts 6) a) i) (Cover Letter), 6) a) ii) (Corporate Structure and Credentials), and 6) a) iii) (Operations and Ability to Perform) should be sealed in a package with **“Technical Proposal”** in the lower left hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page “Original”. Also to be submitted is the secured document saved on USB labeled as Technical.
- c) Revenue Proposal – One (1) original and six (6) copies of part 6) a) iv) (Projected Financial Return to DSU) should be sealed in a package with **“Revenue Proposal”** in the lower left-hand corner. Each submitted package should be a complete copy. The original shall be marked on the first page “Original”. Also to be submitted is the secured document saved on USB labeled as Revenue.

- d) The proposal package must be received on or before **2:00 p.m. January 30, 2025**. It is the responsibility of the respondent to ensure that the proposal package arrives in the Procurement office on time. The proposal package should be delivered or sent by mail to:
- Office of Procurement Services  
Delta State University  
1003 West Sunflower Road  
Kent Wyatt Hall 221  
Cleveland, MS 38733
- e) The response must include the signature page included in this RFP (See Appendix F) and contain the signature of an authorized representative of the respondent's organization. The signature on the "Original" signature page should be in **blue** ink.
- f) DSU reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the University to do so.
- g) Proposals received after the stated due date and time will be returned unopened. Submission via facsimile or other electronic means will not be accepted.

## **11) ACCEPTANCE TIME**

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

## **12) RFP CANCELLATION**

- a) This Request for Proposals (RFP) does not obligate DSU to procure any services described, implied, or proposed until a formal agreement has been executed in writing. Progress toward such an agreement is at the sole discretion of DSU and may be discontinued at any time, without penalty or obligation, prior to the signing of the contract. DSU reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals, either in whole or in part.

## **13) PAYMENT TERMS/ROYALTIES/COMMISSIONS PAYMENTS**

- a) The vendor shall remit to DSU, on or before the tenth (10<sup>th</sup>) day of each month, the royalty/commission amount due from the previous month's collections. Royalty/commission checks shall be accompanied by a report, as described in section 14) b) below, verifying sales of each individual vending machine and retail location.

- b) In consideration of the rights and privileges noted herein, the vendor shall pay to DSU a guaranteed royalty percentage of each sale and/or a guaranteed annual minimum amount.

#### **14) REPORTS REQUIRED**

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

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

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

#### **16) SEMI-ANNUAL MEETINGS WITH DSU**

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

#### **17) INDEPENDENT VENDOR CLAUSE**

- a) The vendor shall acknowledge that an independent vendor relationship is established and that the employees of the vendor are not, nor shall they be, deemed employees of DSU and that employees of DSU are not, nor shall they be, deemed employees of the vendor.

#### **18) SALES TAX**

- a) DSU is considered a municipality of the State of Mississippi. All sales tax reports shall indicate Mississippi State, MS as the appropriate jurisdiction - see Section 14) a).

## 19) PROGRAM OVERVIEW

- a) DSU will have one agreement for beverage vending, beverage retail, and pouring rights. This package will be awarded to the respondent offering the best proposal as determined by the evaluation criteria and the proposal submitted. The following shall briefly describe the understanding of beverage vending, retail and pouring rights agreement:
- i. Beverage vending – The selected vendor will supply beverage vending machines equipped with card readers and dollar changers, as specified. Delta State University (DSU) will provide the vendor with a list of machines requiring card readers. The vendor will be responsible for stocking the machines as needed and collecting revenue. For card readers capable of accepting the Okra Kard, DSU will provide the vendor with an accounting of card reader transactions. The vendor is required to submit a report to DSU detailing royalties in accordance with the amounts specified in the proposal. Any additional monetary contributions outlined in the proposal must also be submitted to DSU by the vendor.
  - ii. Beverage Retail – The selected vendor will supply coolers as required and ensure that coolers and other designated spaces are adequately stocked with products. The vendor will invoice the retailer (Sodexo) at the agreed upon product costs, and the retailer will be responsible for payment to the vendor. The retailer (Sodexo) will sell the products and retain the proceeds from sales. In accordance with their contract, the retailer will remit royalties or commissions to Delta State University (DSU) as specified. The vendor will submit detailed reports, including royalties or commissions payable to DSU, in terms of the amounts specified in the proposal. Additionally, any other monetary contributions outlined in the proposal must also be submitted to DSU by the vendor.
  - iii. Pouring Rights – The vendor shall provide all necessary equipment, as required, along with syrup and CO2 supplies to support operations. These items will be utilized by the retailer (Sodexo) in The Union, cafeteria, and concession areas. The retailer will purchase products directly from the vendor and manage sales to collect revenue. The vendor is responsible for submitting detailed reports and royalties to Delta State University (DSU) as outlined in the proposal. Any additional monetary contributions specified in the proposal must also be remitted to DSU by the vendor.
- b) *Note – The vendor will serve as the exclusive provider of all beverages sold on the Delta State University (DSU) campus and will retain profits from these sales. The vendor will remit a royalty to DSU on all beverage products sold. Additionally, the retailer or seller of the product will handle sales to DSU fans, guests, and other patrons, generating revenue. A portion of these profits will be allocated to DSU as royalty, as specified in the agreement.*

## **20) BEVERAGE VENDING, BEVERAGE RETAIL AND BEVERAGE POURING RIGHTS**

- a) DSU is prepared to grant the successful respondent an exclusive right to sell all beverage products produced by or distributed by the respondent company on the DSU campus to include all products sold through post and pre-mix operations controlled by Sodexo, the Union Food Court vendors, DSU's retail locations and DSU's athletic venues. In addition, the successful respondent would have exclusive rights to sell all beverages purchased by various departments of DSU.
- b) The prices proposed for all syrup and retail products should be equal to or better than the prices offered to national accounts. Documentation supporting compliance with this requirement shall be submitted as part of the financial proposal. If the prices are not equal to or better than the prices offered to national accounts, documentation explaining the lack of compliance shall be submitted as part of the financial proposal. The prices for products sold in vending machines should be competitive with prices for comparable products in the surrounding market area.
- c) Proposed prices shall be included as part of the response to Appendix D.
- d) The term "**Exclusive**" means 100% of beverage pouring rights and 85% of allotment of DSU beverage vending. Subject to the following exclusions:
  - i. It is at DSU's discretion to provide products desired by the faculty/staff/students and alumni that are not available from the awarded vendor, such as, but not limited to, orange juice, teas, milk products, flavored waters, electrolyte-enhanced waters, protein beverages, etc.
  - ii. Beverages or services consumed on DSU property because of student activities generated under the auspices of student government, clubs or organizations.
  - iii. Beverages brought to DSU by students, faculty, staff, alumni or visitors.
  - iv. Recognized student groups and organizations shall be permitted to sell beverages on campus in connection with authorized student events (i.e., bake sales, fund-raisers). DSU shall not require the vendor to furnish beverage service at the same time.
  - v. During departmental or student affiliated organizations' activities, where beverages have been donated to the University community, the supplier shall be allowed to place temporary signage and to have their products served. DSU will endeavor to give the vendor "first right of refusal" when these types of sponsorship opportunities arise. However, DSU cannot guarantee first right of refusal in all such circumstances.

- vi. Special events, which contractually require DSU to serve a product or brand(s) not offered by the beverage vendor. The vendor explicitly agrees that DSU has the right to supply and serve brands other than those covered by the resulting agreement for such special events.
- vii. DSU is affiliated with a radio station and other advertising publications including but not limited to web pages. This agreement shall not affect advertising or programming. However, no competing beverage shall be permitted to suggest an official association with the university.
- viii. Sponsorship of recreation or wellness activities by competing beverage companies shall be allowed. DSU will endeavor to give the vendor "first right of refusal" when these types of sponsorship opportunities arise. However, DSU cannot guarantee first right of refusal in all such circumstances.

e) BEVERAGE VENDING

- i. The vendor, for and in consideration of exclusive rights and privileges from DSU, shall operate vending machines dispensing beverages at vend prices as submitted with Appendix D.
- ii. The prices for products sold in vending machines should be competitive with prices for comparable products in the surrounding market area.
- iii. The University will supply all necessary electrical installations at each location.
- iv. The approximate vendor-owned equipment currently located on DSU campus is as follows: 23 Beverage Vending Machines
- v. The proposal should explain procedures used to determine the machine product mix and how this will be monitored throughout the term of the contract. DSU requests the ability to be involved in product selection and be allowed to request product changes.
- vi. It is the desire of DSU to provide healthy options in the vending program. Proposals should include listings of healthy beverage products offered.
- vii. The successful respondent and DSU will mutually agree upon the number of machines to be provided and their location. A list of initial placements is provided as Appendix C. Replacement, relocation, and additions of machines must be approved in advance by DSU. DSU would be very interested in new concepts/trends for vending. These new concepts could be strategically located where there are security lights across campus or in housing complexes. Beverage services for "late night" and "weekend" options are a

real need for DSU and vending is one area we would be interested in expanding to meet some of those needs.

- viii. The successful respondent will be responsible for supplying, installing, servicing, and maintaining state-of-the-art vending machines equipped with integrated dollar bill changers/validators. These changers must be capable of accepting new currency as it is introduced. The respondent is expected to stay informed of current trends and advancements in vending machine technology and collaborate with DSU to implement adjustments and updates where feasible and desirable. This partnership will ensure the vending solutions remain efficient, innovative, and aligned with DSU's needs.
- ix. All vending machines provided must be maintained in excellent working condition throughout the duration of the contract. DSU is open to proposals that include up to 50% used or refurbished vending equipment, provided that the equipment is state-of-the-art, energy-efficient, and meets the university's operational standards.
- x. The University prioritizes energy-efficient equipment to align with sustainability goals. Vendors are required to meet the following energy efficiency benchmarks:
  - i. **Year One:** At the start of the agreement, a minimum of 50% of the vending machines must be equipped with "Energy Miser" technology or a comparable, more advanced energy-saving solution to optimize electrical consumption.
  - ii. **Year Two:** At the beginning of the second year of the agreement, at least 75% of the vending machines must meet energy efficiency standards.
  - iii. **Year Three:** By the start of the third year of the agreement, 100% of the vending machines must be equipped with energy-efficient technology.

These requirements aim to minimize energy consumption while ensuring operational excellence throughout the duration of the agreement.

- xi. The successful respondent must develop and maintain a detailed schedule for re-stocking vending machines. This schedule should document past restocking activities and outline future restocking plans based on machine usage patterns. The restocking schedule will be reviewed during semi-annual meetings to ensure alignment with DSU's expectations and requirements.
- xii. DSU recognizes that maximizing revenue is directly tied to the reliability of vending equipment, the efficiency of repair services, and the timely replacement of damaged machines. To ensure optimal performance, DSU expects the successful respondent to prioritize equipment reliability, minimize downtime, and proactively address equipment needs through timely upgrades.

Key factors include the speed and effectiveness of repair services, the reduction of repeat service calls for similar issues, and the prompt availability of replacement equipment. The following requirements must be met by the successful respondent:

- i. **Repair Service Response Time:** Provide 24-hour repair service with a guaranteed response time of no more than three (3) hours from the time of the repair request.
- ii. **Equipment Replacement Guarantee:** Ensure any equipment that cannot be restored to full operational capacity within seventy-two (72) hours is replaced with fully functional equipment.
- iii. **Preventive Maintenance Program:** Develop and implement a comprehensive preventive maintenance program for all installed equipment to ensure consistent and reliable operation.

DSU places a high value on maintaining equipment at peak capacity and expects the respondent to demonstrate a commitment to these standards.

- xiii. Each vending machine must be assigned a unique identification number, which will also serve as its location identifier. The vendor is required to provide DSU with a comprehensive monthly report that includes machine type, serial number, location of machine, description of any service problems reported, date of the service call, date the service issue was resolved, and the total number of service calls made for the machine in the previous twelve (12) months.
- xiv. The proposal must include a detailed description of the process for machine users to report issues and concerns, such as failure to return change, monetary deductions without dispensing products, or out-of-stock items. Additionally, the proposal should outline the vendor's planned response protocol, including how user reports will be addressed, the expected resolution timeline, and any follow-up measures to ensure customer satisfaction.
- xv. The vendor shall replace or repair, at own expense, any DSU buildings or equipment which may be damaged because of the vendor's negligence, regardless of cost.
- xvi. Selected vending machines must be equipped with card readers. DSU prefers card readers capable of accepting both the university's Okra Kard and credit/debit cards. The card readers should be designed to recognize DSU ID cards and credit/debit cards, routing the respective data streams to the appropriate systems—DSU's ID card system for Okra Kard transactions and the relevant processing system for credit/debit card transactions.

If this dual-function technology is not available to the proposing respondent, DSU will consider alternate proposals offering credit/debit card acceptance only. However, proposals that provide readers capable of supporting both Okra Kard and credit/debit



card transactions may receive higher scores in the evaluation categories for "Operations and Plan to Perform" and "Efficiencies and Sustainability."

Appendix C provides the locations of the vending machines requiring card readers. The timeline for implementing card readers on these machines will be determined. The proposal must clearly specify the types of card readers to be provided and include a comprehensive implementation plan. This plan should address the following:

- i. Methods for tracking and maintaining accurate sales records
- ii. Processes for reconciling and settling payments between DSU and the vendor
- iii. Any additional details relevant to the successful deployment and operation of the card readers

DSU seeks a clear, detailed, and feasible plan to ensure a smooth and efficient implementation of this technology.

- xvii. The standard vending machine for beverages is expected to dispense 20-ounce bottled beverages and provide a selection of at least five (5) drink options per machine. The placement of canned beverage machines on campus is subject to prior approval by Delta State University (DSU). Additionally, no more than 10% of the vending machines on campus may be designated as canned beverage machines.
- xviii. DSU reserves the right to inspect purchase, installation, service, and maintenance records of all vending machines at any time. All machines must be maintained in excellent operating condition to ensure reliable performance. DSU also reserves the right to reject any machine at any time if its operational reliability is deemed unsatisfactory. It is the vendor's responsibility to address any issues promptly to maintain compliance with these standards.
- xix. All vending machines must be equipped with non-resettable meters or counters. Any exception to this requirement must be explicitly requested and approved by the designated representative of DSU.
- xx. DSU would be interested in a plan for assisting with recycling efforts for the plastic and aluminum from the vending machines.
- xxi. The majority of vending machines are expected to feature DSU logo fronts to align with the university's branding. All vending machine exteriors must be decorated in an aesthetically pleasing and professional manner that meets Delta State University's standards of acceptability.

- xxii. DSU will designate a location where refunds for vending machine malfunctions can be issued, utilizing funds provided by the vendor. All refund processes and procedures are subject to review and approval by DSU.
- xxiii. The vendor will be responsible for restocking the vending machines as needed and collecting the revenue generated from them.
- xxiv. DSU will provide vendor with accounting of card reader purchases.
- xxv. Vendor will submit report and royalties/commissions to DSU in the amount specified in the proposal.
- xxvi. Vendor will submit any other monetary contributions to DSU as specified in the proposal.

f) BEVERAGE POURING

- i. The vendor, in exchange for the exclusive rights and privileges granted by DSU, shall provide, service, and maintain new, state-of-the-art beverage dispensing machines and any additional equipment required to support and promote the sale of beverages on the DSU campus.
- ii. All beverage dispensers must be equipped with locks and/or shut-off mechanisms, including separate water supply shut-off valves and water line filters, as applicable. The type and requirements of dispensers will be reviewed in consultation with the appropriate DSU personnel to ensure they meet the University's needs effectively.
- iii. DSU will provide all necessary electrical and plumbing connections as required for the equipment. All dispensers must be state-of-the-art and maintained in excellent working condition at all times to ensure optimal performance and reliability.
- iv. The approximate vendor-owned equipment currently located on DSU Dining campus locations is as follows:
  - 1) 8 Fountain Units
- v. The vendor will provide equipment as required.
- vi. The vendor will provide syrup and CO2, as needed.
- vii. The retailer (Sodexo) will pay vendors for product.
- viii. Vendor will submit report and royalties/commissions to DSU in the amount specified in the proposal.

- ix. Vendor will submit any other monetary contributions to DSU as specified in the proposal.

**g) BEVERAGE RETAIL**

- i. The vendor, for and in consideration of exclusive rights and privileges from DSU, shall supply all products to promote the sale of beverages at DSU retail facilities.
- ii. DSU will maintain the facilities and DSU will provide all utilities.
- iii. The approximate vendor-owned equipment currently located on DSU campus is as follows:
  - 1) 46 Single Door Coolers
  - 2) 14 Double Door Coolers
  - 3) 9 Countertop Coolers
- iv. The vendor will provide coolers as required.
- v. The vendor will fill coolers and other available spaces.
- vi. Vendor will invoice retailers (Sodexo) at the agreed cost for products. Retailers will pay the contractor for the product.
- vii. Vendor will submit report and royalties/commissions to DSU in the amount specified in the proposal.
- viii. Vendor will submit any other monetary contributions to DSU as specified in the proposal.

**21) SPECIAL CONSIDERATIONS**

- a) During special department or student affiliated organizations or activities, drink products may be donated to the University community by a drink supplier, which may not be DSU's beverage partner. This supplier may be allowed to place temporary signage and to have their products served. DSU will endeavor to give the vendor "first right of refusal" when these types of sponsorship opportunities arise. However, DSU cannot guarantee the first right of refusal in all such circumstances.

**22) OTHER AGREEMENT REQUIREMENTS**

- a) **Award Terms:** This agreement shall be awarded at the discretion of the University based on the capabilities and overall reputation of the supplier, as well as the cost. Acceptance shall be confirmed by the issuance of an agreement from the University.
- b) **Taxes:** DSU is exempt from state sales tax.

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

## **APPENDIX A: DEFINITIONS**

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

**SPECIFICALLY EXCLUDED FROM THIS DEFINITION AND THEREFORE THIS AGREEMENT IS THE FOLLOWING: GATORADE PURCHASED FOR USE BY ATHLETICS.**

**Accounts Payable and Procurement Coordinator** – Individual designated by DSU to process and interpret specification documents and to issue request for bids and to receive proposals.

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

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

**APPENDIX B: CURRENT PROGRAM**

Estimated beverage sales overall the past year (to be used as a guide only – not a guarantee) are as follows:

	<b><u>Beverage Vending</u></b>
2024	782 Assorted cases
	<b><u>Sodexo DSU Cafeteria</u></b>
2024	2,511 post-mix gallons
	<b><u>Sodexo C-Store / The Union</u></b>
2024	452 Assorted cases
	<b><u>Sodexo Chick-Fil-A / The Union</u></b>
2024	205 Assorted cases
2024	693 post-mix gallons
	<b><u>Sodexo Starbucks / The Union</u></b>
2024	35 Assorted cases
	<b><u>Sodexo Firehouse Subs / The Union</u></b>
2024	41 Assorted cases
2024	188 post-mix gallons
	<b><u>Sodexo Concession Sales</u></b>
2024	453 Assorted cases
	<b><u>Sodexo Catering</u></b>
2024	205 Assorted cases
	<b><u>Bologna Performing Arts Center</u></b>
2024	20 Assorted cases

**APPENDIX C: Current Beverage Vending Machine Locations**

	<b><u>Machine Style Bottles</u></b>	<b><u>Location</u></b>
1	Standard Stack Vendor	Jobe Hall
2	Glassfront	Cain Tatum Lobby
3	Glassfront	Chadwick Hallway 1
4	Standard Stack Vendor	Physical Plant
5	Standard Stack Vendor	Chadwick Upstairs
6	Glassfront	Chadwick Hallway 2
7	Glassfront	Bailey Hall
8	Glassfront	Caylor
9	Glassfront	Ewing
10	Glassfront	Kethley
11	Glassfront	Brumbly Castle
12	Glassfront	Broom Hall
13	Glassfront	Blansett Hall
14	Glassfront	Foundation Hall 2
15	Glassfront	Kent Wyatt
16	Glassfront	Wyatt Gym
17	Glassfront	Library Foyer
18	Glassfront	Swimming Pool 1
19	Glassfront	Lawler Harkins
20	Standard Stack Vendor	Cain Tatum Lobby 2
21	Standard Stack Vendor	Foundation Hall 1
22	Standard Stack Vendor	Air Port
23	Standard Stack Vendor	Zeigel Music Center

**APPENDIX D: FINANCIAL PROPOSAL FORMAT**

**BEVERAGE CONTRACT**

**Beverage Pouring**

- 1. Royalties/Commission Proposal \_\_\_\_\_ % of Gross Sales
- 2. Projected first year royalties \$ \_\_\_\_\_
- 3. Additional 5-year Financial Commitment  
(Provide detail on separate sheet) \$ \_\_\_\_\_
- 4. Product Price Level with detailed listing of products (Please attach)

**Beverage Retail**

- 1. Royalties/Commission Proposal \_\_\_\_\_ % of Gross Sales
- 2. Projected first year royalties \$ \_\_\_\_\_
- 3. Additional 5-year Financial Commitment  
(Provide detail on separate sheet) \$ \_\_\_\_\_
- 4. Product Price Level with detailed listing of products (Please attach)

**Beverage Vending**

- 1. Royalties/Commission Proposal \_\_\_\_\_ % of Gross Sales
- 2. Projected first year royalties \$ \_\_\_\_\_
- 3. Additional 5-year Financial Commitment  
(Provide detail on separate sheet) \$ \_\_\_\_\_
- 4. Product Price Level with detailed listing of products (Please attach)

**Advertising Financial Support**

Please provide as attachment Advertising Financial Considerations

**Other Financial Support Contributions**

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





**APPENDIX F: SIGNATURE PAGE**

**RFP# DSU02-2025**

**Provide information requested, affix signature and return this page with your proposal.**

**NAME OF FIRM:** \_\_\_\_\_

**COMPLETE ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

**AREA CODE/NUMBER**

**FACSIMILE NUMBER:** \_\_\_\_\_

**AREA CODE/NUMBER**

**E-MAIL ADDRESS:** \_\_\_\_\_

**AUTHORIZED  
SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDENDUM 1**

**Campus Visit**

The Delta State University Office of Procurement Services has scheduled a campus visit and tour of areas related to the beverage services proposal.

This is scheduled for Monday, January 20, 2025, at 2:00pm.

Please meet in the Kent Wyatt Hall, first floor.

Escorting you through campus will be Kelvin Davis.

***Please note that this is for a campus visit only. No questions will be taken, and no discussion will be entertained on specifics or details of the proposal, including but not limited to pricing, scoring structure, and contract dates. Inquiries directly related to the proposal are to be written and submitted by 2:00 pm, January 21, 2025.***

Please sign below that you have received this addendum and acknowledge the information provided above by January 30, 2025.

Email responses are acceptable – send response to [mdjones@deltastate.edu](mailto:mdjones@deltastate.edu). If you prefer to mail the form, the address is listed below:

Office of Procurement Services  
Delta State University  
1003 West Sunflower Road  
Kent Wyatt Hall 221  
Cleveland, MS 38733

<b>Respondent(s)</b>	<b>Date</b>
_____	_____
_____	_____
_____	_____
_____	_____

**GENERAL CONDITIONS  
(DSU 2020 Edition)**

Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Mississippi in addition to the requirements of this form.

**ALL BIDS SUBMITTED MUST BE IN COMPLIANCE WITH THE GENERAL CONDITIONS SET FORTH HEREIN. ALL VENDORS ARE OBLIGATED TO READ, UNDERSTAND, AND AGREE TO THESE CONDITIONS WHEN SUBMITTING A BID FOR A BID TO BE CONSIDERED RESPONSIVE.**

**1. PREPARATION OF BIDS**

- 1.1 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 1.2 All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- 1.3 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Bidder guarantees product or service offered will meet or exceed specifications included as part of this Invitation for Bid (IFB). Bid prices must be net. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.
- 1.4 Brand Names: Any reference to brand names and numbers in the Invitation for Bids is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brands. If equipment or supplies of another brand or of other construction than that specified herein is offered by bidder, such bidder shall set forth in his bid a detailed statement indicating wherein each item offered deviates from these specifications. Unless the bidder specifies otherwise in his bid, it is understood that the bidder is offering a referenced brand item as specified in the Invitation for Bids. Delta State University reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name referenced, and Delta State University may require a bidder offering a substitute to supply additional descriptive material and a sample. When merchandise received from a successful bidder is not considered an equal by the requisitioner, it will be returned to the vendor, shipping charges collect.
- 1.5 Specification: It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor.
- 1.6 Information and Descriptive Literature: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be applicable, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.
- 1.7 Samples: Samples of items, when called for, must be furnished free of expense, and if not destroyed in testing will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference.
- 1.8 Time of performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid. Bid should show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. If delay is foreseen, supplier shall give written notice to DSU. DSU has the right to extend delivery date if reasons appear valid to DSU. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes DSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting supplier. No substitutions or cancellation permitted without written approval of the DSU DEPARTMENT OF PROCUREMENT SERVICES. Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from DSU.

**2. SUBMISSION OF BIDS**

- 2.1 Bids must be signed and sealed with bidder's name and address on outside of envelope, and the time and date of the bid opening and the bid file number shown in the lower-left corner of the envelope.
- 2.2 Bids and modifications or corrections thereof received after the closing time specified will not be considered.
- 2.3 Only bids submitted on bid forms furnished by Delta State University or copies thereof will be considered. Name of person executing bid must be in longhand.
- 2.4 Bids shall be submitted F.O.B. destination. Bids not submitted F.O.B. destination will not be considered. We do not accept fax bids.

**3. ACCEPTANCE OF BIDS**

3.1 DSU reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. If a bidder fails to state the time within which a bid must be accepted, Delta State University shall have 60 days from bid opening date to accept.

3.2 If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening.

**4. DISCOUNT PERIOD**

Time in connection with discount offered will be computed from date of delivery at destination, or from the date correct invoices are received, if the latter date is later than the date of delivery. Cash discounts will not be considered in the award process.

**5. AWARD**

5.1 A response to an IFB is an offer to contract with DSU based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Mississippi excluding its choice of law provisions. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the Invitation. Where more than one item is specified in the Invitation, Delta State University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly provided in Delta State University Invitation for Bids.

5.2 Unless the bidder specified otherwise in the bid, Delta State University may accept any item or group of items of any kind. Delta State University reserves the right to modify or cancel in whole or in part the Invitation for Bids.

5.3 A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party and without modification of DSU's terms and conditions regardless of any terms or conditions that the Bidder normally may have or use. The contract shall not be assignable by the vendor in whole or in part without the written consent of Delta State University.

**6. INSPECTION**

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the State of Mississippi or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price. All goods will be subject to inspection and testing by DSU to the extent practicable at all times and places. Authorized DSU personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at DSU's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.

**7. TAXES**

Delta State University is exempt from Federal excise taxes and state and local sales or use taxes, and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request. Contractors making improvements to, additions to or repair work on real property on behalf of Delta State University are liable for any applicable sales or use tax on purchase of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by Delta State University for use in connection with their contracts.

**8. GIFTS, REBATE, GRATUITIES**

- 8.1 Acceptance of gifts from contractors is prohibited. No officer or employee of the Office of Procurement Services, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.
- 8.2 Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State of Mississippi during the tenure of his office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

**9. BID INFORMATION**

Bid files may be examined during normal working hours by bid participants. Nonparticipants will be prohibited from obtaining any information relative to the bid until the official award has been made.

**10. CONDITIONS**

Should a conflict exist between the General Conditions and the Special Conditions attached hereto as ATTACHMENT 2, and incorporated herein by reference, the Special Conditions shall take precedence.

**11. WAIVER**

The Office of Procurement Services reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of Delta State University, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

**12. CANCELLATION**

Any Contract or item award may be canceled for cause by either party with the giving of 30 days written notice of intent to cancel. Cause for Delta State University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchase; request for increase in prices during the period of the Contract; or failure to perform to Contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by Delta State University does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer.

**13. SUBSTITUTIONS DURING CONTRACT**

During the term of a contract if adequate documentation is provided that supports the claim that the contract item(s) are not available, then items which meet the minimum specifications may be substituted if approved by the Office of Procurement Services and are deemed to be in the best interest of Delta State University.

**14. APPLICATION**

- 14.1 It is understood and agreed by the Vendor that this contract is entered into solely for the convenience of Delta State University and all purchases made by DSU for products included under the provisions of this contract shall be purchased from the vendor receiving the award unless exempt by special authorization from the Office of Procurement Services. Employees of the Office of Procurement Services have acted exclusively as employees of Delta State University for the award, consummation, administration and all other matters related to this contract and are not liable for any performance or nonperformance by Delta State University.
- 14.2 The supplier agrees to protect DSU from claims involving infringement of patents or copyrights.
- 14.3 Supplier hereby assigns to DSU any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Mississippi.
- 14.4 Signing this bid with a false statement is a material violation and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
- 14.4.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 14.4.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Mississippi.
- 14.4.3 The bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate. Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws,

nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

14.4.4 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.

14.4.5 The supplier shall defend, indemnify, and hold harmless the State of Mississippi, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.

14.4.6 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Mississippi.

- 14.5 Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them on the front of this bid form and encloses a legible and complete copy of the same without the need for further reference to any other document or source of information.

**WARNING: Such terms and conditions may result in disqualification of the bid (e.g. bids with the laws of a State other than Mississippi, requirements for prepayment, limitations on remedies, etc.).**

- 14.6 Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Mississippi Public Records Act.

**16. ADDENDA**

Addenda modifying plans and/or specifications may be issued if time permits. Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum. When replying to a bid request on which an addendum has been issued, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

**17. ALTERNATE BIDS**

Alternate bids unless specifically requested will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specification.

**18. SPECIFICATION CLARIFICATION**

Inquiries pertaining to IFBs must include the IFB Title and opening date. It shall be incumbent upon all bidders to understand the provisions of the specification and to obtain clarification from the DSU Office of Procurement Services prior to the time and date set for the bid opening. Such clarification will be answered only in response to a written request. No clarification will be offered as a response to a telephone request.

**19. BID OPENINGS**

Bid openings will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

**20. PAYMENT**

Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. DSU will incur no penalty for late payment if payment is made in 45 or fewer days from receipt of goods or services and an uncontested invoice.

**21. FIRM BID PRICE**

Prices quoted shall be firm for the term of the contract except that Delta State University shall receive the benefit of any price decrease in excess of five per cent (5). The contractor must provide written price reduction information within ten (10) days of its effective date.

**END OF GENERAL CONDITIONS**



## CONTRACT TERMS AND CONDITIONS ADDENDUM

This Addendum ("Addendum") between Delta State University ("DSU"), a governmental entity, and \_\_\_\_\_ ("Contractor"), entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, constitutes an amendment or supplement to the \_\_\_\_\_ (including any other agreements incorporated therein) and is hereby incorporated into said Agreement. Notwithstanding anything to the contrary contained in any agreement by and between Contractor and DSU, and in the event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control. The terms of this Addendum may only be amended by a writing which specifically references this Addendum, and is signed by both parties.

1. **Conflict.** Any terms in the Agreement which purport to modify or are in conflict with the terms of this Addendum are hereby deleted, and replaced with the terms in this Addendum.
2. **Time for Payment.** DSU will make payments for all amounts owed under the Agreement no later than forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods or services in accordance with Miss. Code Ann. § 31-7-305. No invoice shall be considered past due or late until the 45<sup>th</sup> day after receipt in accord with Miss. Code Ann. § 31-7-305(3). DSU makes no prepayments for services or products. See Miss. Op. Att'y Gen., Meadows (August 18, 2008).
3. **Assignment.** Neither party may assign its rights under the Agreement or delegate its duties under the Agreement without the prior written consent of the other party, such consent to not be unreasonably withheld.
4. **Insurance.** Any references to DSU's requirement to buy insurance are deleted. DSU is self-insured and will not be required to purchase casualty and liability insurance. DSU may furnish a certificate of self-insurance pursuant to the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-17.
5. **Limitations on Liability.** Pursuant to Miss. Code Ann. § 11-7-18 and notwithstanding anything contained in the Agreement to the contrary, no limitations on liability on the part of Contractor shall apply to any claims for compensatory damages to real or tangible personal property or to third party claims for death or bodily injury asserted against Contractor directly or by way of contribution to the extent such property damage, death or bodily injury was proximately caused by the negligence or willful misconduct of Contractor or its employees or agents. Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall limit Contractor's liability to DSU or any third parties as a result of Contractor's breach of the Agreement, or Contractor's own negligence or willful misconduct. See Miss. Op. Att'y Gen., Long (February 27, 2009).
6. **Governing Law.** DSU Agreements are governed by and interpreted under the laws of the State of Mississippi without reference to conflicts of law provisions of the Mississippi Code of 1972. If in the opinion of any court of competent jurisdiction such Agreement and provisions are not authorized, or are inconsistent in any respect with Federal and/or Mississippi law, such court shall have the authority, if possible, to read the provisions or modify the Agreement, provision or provisions to be consistent with Federal and Mississippi law, and to enforce the remainder of these covenants as so amended. Any litigation with respect thereto shall be brought in the courts of Mississippi. See Miss. Const. Art 4 § 100. See also Miss. Op. Att'y Gen., Nowak (November 18, 2005).
7. **Limitations on Actions/Jury Trial.** Notwithstanding anything contained in the Agreement to the contrary, the statute of limitations under applicable law shall solely govern the time for the commencement of all lawsuits. See Miss. Op. Att'y Gen., Davis (March 3, 1993). Any language in the Agreement waiving or in any way limiting DSU's right to file any appropriate action is hereby deleted.
8. **Limitations on Remedies.** Notwithstanding anything contained in the Agreement to the contrary, nothing in the Agreement shall limit DSU's remedies. Any limitations of remedies contained in the Agreement are deleted in their entirety.



9. **No Named Insureds.** Any provisions of the Agreement which require DSU to name Contractor as an additional named insured are hereby deleted in their entirety.

10. **Availability of Funds.** Continuance of any DSU Agreement is based on availability of funds. Should there be no funds available for any succeeding funding period, the Agreement will be cancelled as of the end of the funding period with no further obligation on the part of DSU. Any property covered by a lease shall be returned to the Contractor.

11. **Arbitration.** Any provisions of the Agreement which refer to, require, or contain the words "arbitration" and/or "mediation" are hereby deleted in their entirety. See Miss. Op. Att'y Gen., Conerly (February 5, 1999).

12. **Late Charges.** Any provisions of the Agreement which require DSU to pay Contractor any late charges are governed by Miss. Code Ann. § 31-7-305. See also Miss. Op. Att'y Gen., Pearson (November 22, 1993).

13. **Waiver.** No failure on the part of any party hereto to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy hereunder preclude any further or other exercise thereof or the exercise of any other right, power or remedy.

14. **Attorneys' Fees and Collection Costs.** Any provisions of the Agreement which require the prevailing party, and/or require DSU to pay Contractor any attorneys' fees and/or collection costs are hereby deleted in their entirety. See Miss. Op. Att'y Gen., Stringer (January 25, 2006).

15. **Severability.** If any provision of this Addendum shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Addendum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Penalties.** Any language requiring DSU to pay any penalties is deleted in its entirety. DSU does not agree to pay any extra compensation, fees or allowances after services rendered or contract made, or to make any payment not authorized by law.

17. **Waiver of Subrogation.** Any language requiring DSU to waive any cause of action it may have against Contractor or any other party on account of any loss/damage insured by an insurance policy is hereby deleted in its entirety.

18. **Warranty.** Contractor warrants that the goods and/or services provided hereunder shall be free from defects, and performed in a first class, workmanlike fashion. Any limitations of warranties, including warranties of merchantability and fitness for a particular use, contained in the Agreement are deleted in their entirety. See Miss. Op. Att'y Gen., Davis (March 3, 1993).

19. **Indemnification.** Contractor shall indemnify, defend and hold DSU harmless from any and all claims, actions, lawsuits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, resulting from or arising out of Contractor's breach of the Agreement and/or the negligence or willful misconduct of Contractor or its employees or agents. Any provisions of the Agreement which require DSU to indemnify Contractor or any other third parties in any way are deleted in their entirety. See Miss. Op. Att'y Gen., Stringer (January 25, 2006). DSU shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with DSU to the degree and within the parameters required under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, *et seq.* DSU is an entity of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to Miss. Code Ann. § 11-46-1, *et seq.*, and any action against DSU shall be filed in accordance with and subject to the limitations contained therein.

20. **Confidentiality.** Notwithstanding any provision to the contrary contained herein, it is recognized that DSU is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, *et seq.* If a public records request is made for any information provided to DSU pursuant to the Agreement, DSU shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

It is also recognized that DSU is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, *et seq.*, and is required to provide public access to its financial information and expenditures through the Institutions of Higher Learning Accountability and Transparency website.

**21. Independent Contractor.** It is understood by the parties that Contractor is an independent contractor and not an employee or agent of DSU. Contractor retains sole and absolute discretion, control and judgment in the manner and means of carrying out its assignments. Contractor shall comply with DSU's Human Resource Department's applicable policies and procedures including pre-employment screening. Contractor understands and agrees that neither it nor its employees performing services hereunder shall be entitled to any of the rights, fringe benefits and privileges established for DSU's employees, if any, including, but not limited to, the following: retirement benefits, medical insurance coverage, life insurance coverage, health insurance, disability insurance coverage, severance pay benefits, PTO, overtime pay, etc. Contractor understands and agrees that DSU will not pay or withhold from the compensation paid to Contractor pursuant to the Agreement any sums customarily paid or withheld for or on behalf of employees for income tax, unemployment insurance, social security, or payment pursuant to any law or governmental requirement, and all such payments as may be required by law are the sole responsibility of Contractor. Contractor agrees to indemnify and hold DSU harmless from and against any such payments or liabilities for which Contractor may become liable with respect to such matters.

**22. Entire Agreement.** This Addendum; any other documents or writings which it accompanies, or to which it is attached (as amended by this Addendum); and any other documents which may be incorporated therein by reference, constitute the entire agreement of the parties with respect to the subject matter herein. Any other agreements or understandings, whether written or oral, are hereby superseded. The terms of this Addendum; any other documents or writings which it accompanies or to which it is attached (as amended by this Addendum), shall solely govern the rights and obligations of the parties with respect to the subject matter herein. Any modification to the Agreement shall only be effective if it is in writing and signed by both parties.

**23. Tax-Exempt Governmental Entity.** Pursuant to Miss. Code Ann. § 27-65-1, *et seq.*, and 27-67-1, *et seq.*, DSU and other state institutions are exempt from state sales and use taxes. Likewise, DSU will not pay excise or personal property taxes. If the Contractor is liable for such taxes, Contractor shall take such into consideration in pricing. It is Contractor's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible tax liabilities in connection therewith.

**24. No Assignment; No Third-Party Beneficiaries.** Except as provided in paragraph three above, no party may assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or another manner. Any purported assignment of rights in violation of this Section is void. This Agreement binds and benefits the parties and their respective permitted successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

**25. Equal Opportunity Employer.** DSU is an equal opportunity employer. DSU does business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act (as amended). During the performance of any contract with DSU, Contractor agrees to be bound by provisions of Civil Rights Act of 1964 (as amended), the Rehabilitation Act of 1973 (as amended), and the Veterans Readjustment Act of 1972 (as amended).

**26. E-Verify.** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, *et seq.*, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such

termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

27. **Force Majeure.** "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) The act or event prevents a party in whole or in part from performing its obligations under this Agreement; or satisfying any conditions to the performing party's obligations under this Agreement; (b) The act or event is beyond the reasonable control of and not the fault of the non-performing party; and (c) The non-performing party has been unable to avoid or overcome the act or event by the exercise of due diligence. Notwithstanding anything to the contrary in the Agreement or otherwise, a Force Majeure Event excludes economic hardship, changes in market conditions, or insufficiency of funds. If a Force Majeure Event occurs, the non-performing party is excused from whatever performance is prevented by the Force Majeure Event to the extent prevented and satisfying whatever conditions precedent that cannot be satisfied. When the non-performing party is able to resume performance of its obligations under this Agreement or satisfy the conditions precedent to the performing party's obligations, it shall immediately give the performing party written notice to that effect and shall resume performance under this Agreement no later than five (5) working days after the notice is delivered. This provision is the exclusive remedy available to the non-performing party with respect to a Force Majeure Event. See Miss. Code Ann. § 75-2-617.

28. **Governmental Entity.** Contractor recognizes and acknowledges that University, as a political subdivision of the State of Mississippi, is entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid.