KENTUCKY STATE UNIVERSITY
REQUEST FOR PROPOSAL (RFP)
FOR
POURING RIGHTS
RFP 20-005

Issue Date:  May 22, 2020
Closing Date and Time: June 23rd-30th, 2020, 2:00 p.m.
(See Section 10.7 of this RFP for the Estimated Schedule of RFP Activities)

Issued by:
Jessica Burton, CPPB
Kentucky State University
Academic Services Building (ASB), Suite 243
400 East Main Street
Frankfort, KY  40601
502-597-6434
Jessica.Burton@kysu.edu
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Purpose, Overview &amp; Schedule</td>
<td>3</td>
</tr>
<tr>
<td>20</td>
<td>Background and Current Business Need</td>
<td>5</td>
</tr>
<tr>
<td>30</td>
<td>Procurement Requirements</td>
<td>6</td>
</tr>
<tr>
<td>40</td>
<td>Scope of Work</td>
<td>12</td>
</tr>
<tr>
<td>50</td>
<td>Proposal Submission</td>
<td>16</td>
</tr>
<tr>
<td>60</td>
<td>Proposal Evaluation</td>
<td>19</td>
</tr>
<tr>
<td>70</td>
<td>Negotiations</td>
<td>20</td>
</tr>
<tr>
<td>80</td>
<td>Attachments</td>
<td>20</td>
</tr>
</tbody>
</table>
SECTION 10 – PURPOSE, OVERVIEW & SCHEDULE

10.1 Purpose
The purpose of this Request for Proposal (RFP) is to solicit proposals for competitive negotiations pursuant to 200 KAR 5:307. Kentucky State University is seeking one (1) qualified Vendor to provide a national brand of beverages at Kentucky State University and University events.

A contract, based on this RFP, may or may not be awarded. Any contract awarded from this RFP is invalid until approved and executed by Kentucky State University.

10.2 Access to Solicitation, RFP and Addenda
The University invites each prospective vendor to have full and complete information on which to base a proposal response. Only information presented or referred to in this RFP and any additional written information that is supplied by the Kentucky State University Buyer shall be used by vendors in preparing the response. The solicitation, addenda, and attachments shall be posted to the Kentucky State University Web site at: https://kysu.edu/administration-governance/finance-business/purchasing/.

10.3 RFP Terminology
For the purpose of this RFP, the following terms may be used interchangeably:
- Proposer, Offeror, Contractor, Provider, or Vendor
- Buyer, Purchaser, or Contract Officer
- RFP, Solicitation, or Procurement
- Bid, Proposal, or Offer
- Kentucky State University, KSU, UNIVERSITY
- Thorobred Card, T Card, T-Card

For the purpose of this RFP, the following terms are defined:
- “Fiscal Year” shall be defined as the twelve (12) calendar months beginning July 1 of each year and ending on June 30 of the following year.
- Academic Year is defined as the nine (9) calendar months beginning mid-August of each year and ending mid-May of the following year.
- Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement
- “Beverage” or “Beverages” includes carbonated and non-carbonated, non-alcoholic, natural or artificially flavored drinks including, but not limited to, non-alcoholic drinks with nutritive or nonnutritive sweeteners, flavored and/or sweetened mineral water, natural or artificially flavored fruit juices, fruit and/or juice-containing drinks and fruit flavored drinks, cold tea products, isotonic drinks and all drink or beverage bases from which such drinks and beverages could be prepared. It is understood that “Beverages” shall be limited to those beverages and drinks expressly identified or included in this definition.
- Thorobred Card – Kentucky State University Auxiliary Services currently manages and maintains a card system that serves as the official identification card for Kentucky State
University students, faculty and staff. The Thorobred card can be used to purchase a wide variety of commodities and services on campus.

- T-Bucks is a declining balance account for use by students, faculty and staff for purchase or products at vending, food service and other locations on campus. The University is responsible for distribution of Thorobred card used for vending.

10.4 Restrictions on Communications
The Kentucky State University Buyer named on the Cover Sheet of this RFP shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to the Buyer.

The University shall reserve the right to disqualify the vendors' proposal response if the communication restriction clause is violated.

10.5 Written Questions Regarding this RFP
Vendors are encouraged to submit written questions pursuant to Section 10.7 of this RFP. Should a vendor object to any of Kentucky State University’s standard terms and conditions or provisions of the solicitation, that vendor must specifically identify the deviation and must propose specific alternative language that could be acceptable to the University. Vendors must include a brief statement of the purpose and impact, if any, for each proposed change in addition to the specific proposed alternate wording. General references to the vendor's terms and conditions or attempts at complete substitutions are not acceptable. Deviations shall not be in conflict with the basic nature of this solicitation. Kentucky State University reserves the right to reject any and/or all deviations in whole or in part. Vendors must submit deviations pursuant to the schedule in Section 10.7 of this RFP.

Written questions and deviations shall be submitted to the Kentucky State University Buyer via email at Jessica.Burton@kysu.edu. Vendors should submit questions on Attachment B-Vendors Question Form.

No questions or deviations shall be accepted after the date(s) listed in Section 10.7 unless the question(s) or deviation(s) is considered material to the procurement. The Kentucky State University Buyer shall respond to salient questions in writing by issuing an addendum to the solicitation. Any addendum will either incorporate acceptable deviations into solicitation, indicate the deviation is negotiable with the successful vendor or indicate the deviation is unacceptable. Any proposal that includes a deviation deemed unacceptable pursuant to the addendum will result in disqualification of the vendor's proposal. The addendum shall be posted to the Kentucky State University Web site at https://kysu.edu/administration-governance/finance-business/purchasing/

10.6 Notification of Award
The procurement process will provide for the evaluation of proposals and selection of the successful proposal in accordance with State law and regulations. Kentucky State University follows KRS Chapter 45A of the Kentucky Model Procurement Code which provides the regulatory framework for procurement of services.
All applicable statutes, regulations, policies and requirements shall become a part of an award as well as any Information Technology requirements.

To view the award of contract(s) and the contractor(s) receiving the award(s) for this solicitation, access the Kentucky State University’s Web site at https://kysu.edu/administration-governance/finance-business/purchasing/.

It is the vendor’s responsibility to review this information in a timely fashion. No other notification of the results of an award of contract will be provided.

10.7 Estimated Schedule of RFP Activities
The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and contract award. The University reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Anticipated Schedule of Activities

<table>
<thead>
<tr>
<th>Activity Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>05/22/2020</td>
</tr>
<tr>
<td>Vendors’ Written Questions and Deviations due by 12:00 PM EST</td>
<td>05/29/2020</td>
</tr>
<tr>
<td>• (SUBMIT QUESTIONS ON ATTACHMENT B - VENDORS’ QUESTION FORM;)</td>
<td>06/11/2020</td>
</tr>
<tr>
<td>Kentucky State University’s Response to Vendor’s Written Questions and Deviations</td>
<td>06/05/2020</td>
</tr>
<tr>
<td></td>
<td>06/12/2020</td>
</tr>
<tr>
<td>Vendor’s 2nd Round of Written Questions and Deviations due by 12:00 PM EST</td>
<td>06/09/2020</td>
</tr>
<tr>
<td></td>
<td>06/17/2020</td>
</tr>
<tr>
<td>Kentucky State University’s Response to Vendor’s 2nd Round of Written Questions and Deviations</td>
<td>06/12/2020</td>
</tr>
<tr>
<td></td>
<td>06/19/2020</td>
</tr>
<tr>
<td>Proposals due by 2:00 PM EST.</td>
<td>06/23/2020</td>
</tr>
<tr>
<td>IMPORTANT: DUE TO THE COVID-19 PANDEMIC KENTUCKY STATE UNIVERSITY’S CAMPUS IS CLOSED TO VISITORS, VENDORS AND NON-ESSENTIAL UNIVERSITY STAFF. PLEASE REVIEW SECTION 50.3 FOR SUBMISSION/Delivery Information.</td>
<td>06/30/2020</td>
</tr>
</tbody>
</table>

SECTION 20 – BACKGROUND AND PRESENT SYSTEM SUMMARY

20.1 Background and Current Business Need
Kentucky State University is a public, comprehensive, historically black land-grant University serving approximately 2,200 full-time and part-time students from around the world. The University’s 882-acre campus includes a 204-acre agricultural research farm and a 306-acre environmental education center. Dr. M. Christopher Brown II serves as the 18th President of the University. The University’s vision is to prepare today’s students as global citizens, lifelong learners and problem solvers. Additional information about the
The University currently provides both carbonated and non-carbonated beverages to Faculty, Staff, Students and visitors at the University’s campus located at 400 East Main Street, Frankfort, KY 40601 through the following:

- **Beverage Vending** - Kentucky State University has an Agreement in place with the Kentucky Office of the Blind, through Kentucky Business Enterprises as the exclusive vending operator on Kentucky State University’s campus.

- **Campus Dining, Catering, Bookstore and Concessions** - The University currently outsources via contract with Sodexo Operations, LLC for dining, catering and concession operations and outsources via a contract with Follett for the campus bookstore.

Kentucky State University’s Division of Intercollegiate Athletics is a member of the Southern Conference and currently has eleven (11) sports teams competing in different sporting events. Kentucky State University is the Alma Mater of one (1) college head coach, one (1) head college basketball coach, one (1) assistant college basketball coach, five (5) NBA players, and three (3) NFL players.

**Athletic Facilities**

- **Alumni Stadium** is home to the University’s football team. Graduations, community events and special events occur at the stadium throughout the year. Events include but are not limited to five (5) to six (6) football games annually and five (5) to ten (10) special events annually.

- **The William Exum Center** is home to the University’s basketball and volleyball teams. Graduations, community events, special events, athletic tournaments (college and high school) and concerts occur throughout the year (16-18 men’s basketball games annually, 13-15 women’s basketball games annually, 12-14 women’s volleyball games annually, 10-15 special events annually). Example of events include district Tournaments and Regional Tournaments.

### SECTION 30 – PROCUREMENT REQUIREMENTS

#### 30.1 Contract Components and Order of Precedence

The University’s acceptance of the vendor’s offer in response to the solicitation, indicated by the issuance of a contract award by Kentucky State University, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties;
3. Any Addenda to the Solicitation;
4. The Solicitation and all attachments
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor’s proposal in response to the Solicitation;
7. The Contractor’s proposal in response to the Solicitation.
In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

30.2 Final Agreement
The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

30.3 Contract Provisions
If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University and the contractor shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

30.4 Type of Contract
The contract proposed in response to this solicitation shall be on the basis of a firm fixed unit price for the elements listed in this solicitation. This solicitation is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

30.5 Governing Law
This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Kentucky, and any claim relating to this solicitation or resulting contract brought by the Vendor shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

30.6 Attorney’s Fees
In the event that either party deems it necessary to take legal action to enforce any provision of a contract resulting from this solicitation, the University and Vendor agree to pay their own respective expenses of such action, including attorney’s fees and costs at all stages as set by the court or hearing officer.

30.7 Contract Usage
As a result of this RFP, the contractual agreement with the selected vendor will in no way obligate Kentucky State University to purchase any services or equipment under this contract. The University agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the University.

30.8 Addition or Deletion of Items or Services
The University reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the vendor. Until such time as the vendor receives a contract modification, the vendor shall not accept delivery orders referencing products or services not in scope of the contract.
30.9 Changes and Modifications to the Contract
Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the contractor and the University, and incorporated as a written amendment to the contract prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract. If the contractor finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the University Buyer for consideration and decision.

30.10 Changes in Contract Scope
The University may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the University.

30.11 Contract Conformance
If the University Buyer determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon project plan, the Buyer may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The University shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

30.12 Assignment
The contract shall not be assigned in whole or in part without the prior written consent of the University Buyer. No portion of work shall be subcontracted without the prior written consent of the University.

30.13 Payment
The University will make payment within thirty (30) working days of receipt of contractor’s invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454. Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

30.14 Contractor Cooperation in Related Efforts
The University may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and University employees. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by University employees.

30.15 Contractor Affiliation
"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the contractor shall take any action that, if done by the
contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

30.16 Kentucky State University Property
The contractor shall be responsible for the proper custody and care of any University-owned property furnished for contractor's use in connection with the performance of this contract. The contractor shall reimburse the University for its loss or damage, normal wear and tear excepted.

30.17 Confidentiality of Contract Terms
The Vendor and the University agree that all information communicated between them before the effective date of the contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to State and Federal public information disclosure laws. Upon signing of the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes. The contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

30.18 Confidential Information
The contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the University, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the University in writing to the contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

A. Information which the University has released in writing from being maintained in confidence;
B. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in 15 libraries or other public places where such data is usually collected; or
C. Information, which, after disclosure, becomes part of the public domain as defined above, thorough no act of the contractor.

30.20 Patent or Copyright Infringement
The Vendor shall report to the University promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge. The University agrees to notify the contractor promptly, in writing, of any such claim, suit or proceeding, and at the contractor's expense give the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding. If, in the contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the University's
written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's options and expense, obtain the right for the University to continue the use of such equipment, materials, and information. The University agrees that the contractor has the right to defend, or at its option, to settle and the contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the University on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the contractor to the University under this agreement. The contractor agrees to pay any final judgment entered against the University on such issue in any suit or proceeding defended by the contractor. If principles of governmental or public law are involved, the University may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent. The contractor shall have no liability for any infringement based upon:
A. the combination of such product or part with any other product or part not furnished to the University by the contractor
B. the modification of such product or part unless such modification was made by the contractor
C. the use of such product or part in a manner for which it was not designed

30.21 Permits And Licenses
The Vendor shall, at its own expense, procure all necessary permits, licenses and registrations and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed.

30.22 EEO Requirements
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act. 

30.23 Provisions for Termination of the Contract
Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

30.24 Bankruptcy
In the event the contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the University's right to terminate this contract may be subject to the rights of a trustee in bankruptcy to assume or assign this contract. The trustee shall not have the right to assume or assign this contract unless the trustee (a) promptly cures all defaults under this contract; (b) promptly compensates the University for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

30.25 Conformance with Commonwealth & Federal Laws/Regulations
This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the University on the contract, including but not limited to actions either for breach of contract or for enforcement of the
contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

30.26 Accessibility
Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

30.27 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that Kentucky State University, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

30.28 Prohibitions of Certain Conflicts of Interest
In accordance with KRS 45A.340, the contractor represents and warrants, and the University relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed. In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the University who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract. 18

30.29 No Contingent Fees
No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal or cancel the resulting contract without liability.
30.30 Vendor Response and Proprietary Information
The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. Kentucky State University will not disclose any portions of the proposals prior to Contract Award to anyone outside the University. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all proposal data submitted by vendors in response to this RFP as a matter of public record. Although the University recognizes the vendor’s possible interest in preserving selected data which may be part of a proposal, the University must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur. Informational areas which normally might be considered proprietary shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a vendor declares proprietary in nature and not available for public disclosure, the vendor shall declare in the Transmittal Letter [see Section 60.6 (A)] the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked “Proprietary Data”. Proposals containing information declared by the vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

30.31 Contract Claims
The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

30.32 Limitation of Liability
The liability of the University related to contractual damages is set forth in KRS 45A.245.

SECTION 40 – SCOPE OF WORK

40.1 Term of Contract and Renewal Options
The initial term of the contract shall be for a period of five (5) years from the effective date of the Award of Contract.

40.2 Scope of Work/Requirements
Pouring Rights are needed to enhance current operations, sales and availability of beverages at Kentucky State University facilities and events.

A. Non-Vending Fountain Beverages
The vendor shall have the exclusive right to provide dispensed beverages on the Campus of Kentucky State University for campus dining, catering and concessions which include concession contracts for the William Exum Center, Alumni Stadium and other athletic or student events served by University Dining Services. The successful vendor will also have the right of first refusal to provide this category of products to additional concession contracts in the future for which the University has control.

The successful vendor shall be required to provide and maintain all dispensing equipment required to serve the products, and provide any new equipment that University Dining Services determines is reasonably necessary to maintain adequate service to the campus community.
Service and Maintenance Requirements

- The successful vendor shall be responsible for preventive maintenance and remedial service for all successful vendor-supplied equipment in accordance with the manufacturer’s recommendations and guidelines.
- A mutually agreed upon schedule for preventive maintenance will be determined. This schedule will provide optimum trouble-free service and minimize down time that diminishes sales and quality of service.
- Technical personnel will be available and shall respond to requests to replace or repair malfunctioning equipment.
- A technician shall be on site and working diligently to return malfunctioning equipment to normal operation within four hours of the service call for a given incident.
- At its discretion, the University may require replacement or upgrade of equipment that continuously malfunctions or exhibits excessive downtime.
- Equipment changes, except replacement with like models, require a written approval from the Director of Auxiliary Services.
- The successful vendor should provide a detailed description of the equipment to be furnished in the bid.
- Expenses resulting from acts of vandalism or accident shall be the responsibility of the successful vendor.

Delivery

- All deliveries are to be made upon request to University Dining Services.
- Due to campus traffic conditions and loading dock limitations, deliveries will be difficult or impossible if made by tractor-trailer trucks.
- Delivery schedules shall be coordinated with the Director of Auxiliaries to ensure delivery at the requested time. In the event deliveries are delayed due to abnormal weather conditions or other reasons, it is the responsibility of the successful vendor to notify the Director of Auxiliaries prior to the expected delivery time.

B. Advertising

The University will include the successful vendor’s logo or other advertisement agreed to by the University on up to 50% of the surface of the cups purchased for utilization in the University Dining Services units dispensing provided the cup cost will not exceed current cup pricing by Sodexo. The University may first exhaust current inventory and current contractual commitments.

At successful vendor’s expense, successful vendor may supply point-of-sale advertising and menu board advertising promoting successful vendor’s Beverages. The University reserves the right to reject any advertising that interferes with its operations. All marketing, promotions and point-of-sale material, signage and in-kind product support provided to the University shall be over and above the proposed guaranteed university and athletic in-kind contribution.

Advertising for Bottle and Can Beverages for Resale

The University will cooperate with the successful vendor to place advertisement materials in campus locations in order to feature the successful vendor’s products and stimulate sales. The University reserves the right to reject any advertising that interferes with its operation.
Advertising for Non-Vending Fountain Beverages
The vendor should provide marketing, advertising, signage and in-kind product support to the University.

Signage Support
The vendor should provide point of sale material and promotional signage as required by Kentucky State University and its stakeholders.

On-Campus Activities
- Successful vendor may conduct a reasonable amount of on-campus activities, subject to University’s approval such as tasting, samplings, consumer surveys, and other promotional activities involving the University community. It is understood these activities will be at the successful vendor’s expense.
- All activities involving the general student population must be approved by the Director of Auxiliary Services and Director of Dining Services.
- All activities involving Athletics must be approved by Athletic Director.

Marketing Support
The vendor should develop and execute volume-driven promotions in partnership with Kentucky State University and its stakeholders. Promotional programs are to be executed in the University’s various market segments, i.e. dining services, in conjunction with the University and should include promotional ‘Give-Aways.’ The number, type and volume of events should be determined by the University and the vendor. As a minimum, two events per semester are expected.

C. In-Kind Contribution
Kentucky State University expects the vendor awarded the winning contract to establish plans for ongoing financial support of the University’s Athletics programs, institutional scholarship offerings, and/or contributions towards the Kentucky State University Foundation. Athletic Sponsorship at minimum include should include the cost to sponsor a football scoreboard.

In-kind contribution support by the vendor should include at minimum the following:

University In-Kind Contribution
1. The vendor should provide in-kind product and prizing support, and should include at the minimum, but not be limited to, an event wagon for mutually agreed upon special campus events, logo prizes and giveaways for special events including but not limited to New Student Orientation, Homecoming, and Dining Service Promotions.

2. The successful vendor should provide and annual financial commitment to the overall university.

Athletic In-Kind Contribution
1. The successful vendor should provide Kentucky State University’s Athletic Department with an in-kind contribution of products. Beverage products should include all
carbonated, isotonic, water and fruit juice varieties. All product credit shall reflect the fair market product price during each year of the agreement.

2. The successful vendor should provide and annual financial commitment to the athletic program.

3. The Vendor should propose additional visibility opportunities. The successful vendor with the approval of the Kentucky State University Athletic Department shall have the right and shall promote the fact that it is a corporate partner by providing a minimum of two on package promotions each year involving teams to be determined by Athletics.

D. Corporate Partnership & Branding

Corporate Partnership and Licensing
Successful vendor shall have exclusivity in the “Beverage” category involving all aspects of Athletics.

Subject to the approval of Kentucky State University, Division of Brand Identity and University Relations, successful vendor shall have the right and shall promote that it is a corporate partner by using media, promotions, signage, packaging, co-branding of product and other means of advertising. The Kentucky State University, Division of Brand Identity and University Relations will work with the successful vendor to maximize promotional opportunities on campus and in the retail market statewide. Any off campus promotions must have appropriate University approval.

Branding
Subject to University Division of Brand Identity and University Relations prior approval, the successful vendor may use University’s marks on Beverage advertising, promotional materials and point-of-sale materials.

Successful vendor may propose other promotional activities utilizing University’s marks, including joint promotional activities, all subject to University’s Division of Brand Identity and University Relations prior approval.

Other uses of University’s trademarks or uses on other merchandise require a license agreement from University’s licensing agent.

Any merchandise involved in a promotion, which includes the University’s marks, must be approved by the University’s Division of Brand Identity, Kentucky State University, and is subject to the University’s licensing agent rules and regulations.

E. Reporting
The vendor should provide at minimum the following annual report:
1. Total annual sales data of non-vending fountain beverages to Kentucky State University
2. Total annual In-Kind contributions to Kentucky State University
3. Total annual In-Kind contributions to the Kentucky State University Athletic Department
SECTION 50 – PROPOSAL SUBMISSION

50.1 Disposition of Proposals
All proposals become the property of Kentucky State University. The successful proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the University Buyer.

50.2 Rules for Withdrawal of Proposals
Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Buyer.

50.3 Submission of RFP Response
Each qualified vendor shall submit only one (1) proposal. Alternate proposals shall not be allowed. Failure to submit as specified shall result in a non-responsive proposal.

Any Addenda or instructions issued by the Buyer prior to the proposal deadline shall become a part of this RFP. Such addenda shall be acknowledged in the Proposal. No instructions or changes shall be binding unless documented by a properly issued addendum. It is the vendor’s responsibility to check the web site for any modifications to this solicitation.

DUE TO THE COVID-19 PANDEMIC KENTUCKY STATE UNIVERSITY’S CAMPUS IS CLOSED TO VISITORS, VENDORS AND NON-ESSENTIAL UNIVERSITY STAFF.

As a result of this pandemic, proposals cannot be delivered or received on campus in a hard-copy format. The University shall accept electronic only submissions to purchasing@kysu.edu in .pdf format

50.4 Format of Response

A. Proposals shall be submitted in two (2) parts: The Technical Proposal and the Cost Proposal.

1. The Technical Proposal should include one (1) marked original technical saved as a .pdf format and emailed to purchasing@kysu.edu

2. The Cost Proposal should include one (1) marked original cost saved as a .pdf format and emailed to purchasing@kysu.edu

Proposals shall be emailed to purchasing@kysu.edu. Proposals should be submitted as two (2) separate emails, one (1) email to include the Technical and one (1) email to include the cost proposal. Proposals shall be submitted by the RFP Closing Date and Time (both are identified on the Cover Page of this RFP).

ANY PROPOSAL RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED.

Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.
The email subject line of the email containing the Technical Proposal should be marked:

Pouring Services  
RFP 20-005  
TECHNICAL PROPOSAL  
Name of Offeror  
Closing Date and Time

The email subject line of the email containing the Cost Proposal should be marked:

Pouring Services  
RFP 20-005  
COST PROPOSAL  
Name of Offeror  
Closing Date and Time

All submitted Technical and Cost Proposals shall remain valid for a minimum of six (6) months after the proposal due date.

B. Response should be based on the RFP requirements and should include the following:

A. Transmittal Letter
   A transmittal letter shall be submitted on the Vendor’s letterhead, and signed by an agent authorized to bind the Vendor. The Transmittal letter shall include the following:
   • A statement that deviations are included, if applicable
   • A statement that proprietary information is included, if applicable
   • A statement that, if awarded a contract as a result of this Solicitation, the Vendor shall comply in full with all the requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640.
   • A sworn statement that, pursuant to KRS 11A.040, that Vendor has not knowingly violated any provisions of the Executive Branch Code of Ethics.
   • A statement certifying that the price in this proposal was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Vendor or with any competitor.
   • A statement affirming that the Vendor is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing with the Office of Kentucky Secretary of State for the duration of any awarded contract resulting from this Solicitation.
   • The name, address, telephone number and email address of the person to service as the primary point of contact for communication related to this Solicitation on behalf of the Vendor.
   • The name, address, telephone number, and email address and website address, if available, of the contact person to service as a point of contact for day to day operations.
- Subcontractor information to include the name of the company, address, telephone number and contact name, if applicable.
- Foreign entity’s organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.

B. Vendor’s Certificate of Insurance for General Liability Coverage

C. Vendor’s Certificate of Insurance for Worker’s Compensation

D. Implementation Plan
   The vendor should provide a detailed implementation plan including timeline and milestones/deliverables for:
   - Can and Bottle Beverages for resale – University Bookstore & University Dining Services
   - Non-Vending Fountain Beverages – University Dining Services and Concessions
   - In-Kind Contributions

E. Reporting
   - The vendor should acknowledge and agree to provide at minimum the reporting requirements outlined in Section 40.2, Scope of Work/Requirements, E. Reporting.
   - The vendor should identify any other reporting data that may be useful to Kentucky State University. This may include but not be limited to the sales, advertising, branding or In-Kind contributions by the vendor.

F. Beverage Services Agreement Plan
   The vendor should submit a draft Services Agreement Plan as part of the technical proposal. The Services Agreement Plan should at minimum address the information outlined in Section 40.2, Scope of Work/Requirements, A. Non-Vending Fountain Beverages

G. Value Added Services
   The vendor should outline any other innovative practices, business strategies and value-added services, within the scope of this RFP that will be offered. This is an opportunity for the vendor to provide strategies and suggestions to distinguish it from other competing vendors.

50.5 Cost Proposal Content
   The vendor should provide its costs for the proposed solution as instructed on the Cost Proposal Form. (See Attachment C). The University shall not allow and shall not reimburse the Vendor for any additional charges such as travel, lodging, administrative support, etc. for services delivered in response to a task order generated by a customer agency.

Kentucky State University is exempt from paying sales or use taxes, except on those items and/or purchase transactions that are specifically exempted by law.
Costs for developing the proposals are solely the responsibility of the offerors.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or with any competitor. In addition, the offeror is prohibited from making multiple proposals in a different form.

Should conflict of interest be detected any time during the contract, the contract shall be null and void and the contractor shall assume all costs of this project until such time that a new contractor is selected.

### SECTION 60 – PROPOSAL EVALUATION

#### 60.1 Technical Proposal Evaluation

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Plan</td>
<td>400</td>
</tr>
<tr>
<td>Reporting</td>
<td>100</td>
</tr>
<tr>
<td>Beverage Services Agreement Plan</td>
<td>200</td>
</tr>
<tr>
<td>Value Added Services</td>
<td>100</td>
</tr>
<tr>
<td><strong>Maximum Points Possible</strong></td>
<td><strong>800</strong></td>
</tr>
</tbody>
</table>

#### 60.2 Cost Proposal Evaluation

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beverage Pricing Form</td>
<td>1,000</td>
</tr>
<tr>
<td>University Sponsorship</td>
<td>1,000</td>
</tr>
<tr>
<td>Athletic Sponsorship</td>
<td>1,000</td>
</tr>
<tr>
<td><strong>Maximum Points Possible</strong></td>
<td><strong>3,000</strong></td>
</tr>
</tbody>
</table>

*The scoring of cost is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410)*
60.3 Oral Demonstration/Presentation Evaluation, if required

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demonstration/Presentation</td>
<td></td>
</tr>
<tr>
<td>The University reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. If required, the top two (2) highest ranking vendors will be invited. Scheduling will be at the discretion of the University. The University reserves the right not require oral presentations/demonstrations if they do not affect the final rankings.</td>
<td>200</td>
</tr>
<tr>
<td>Maximum Points Possible</td>
<td>200</td>
</tr>
</tbody>
</table>

60.3 Total Proposal Evaluation

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Proposal</td>
<td>800</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>3,000</td>
</tr>
<tr>
<td>Oral Demonstrations/Presentations, if required</td>
<td>200</td>
</tr>
<tr>
<td>MAXIMUM POINTS POSSIBLE</td>
<td>4,000</td>
</tr>
</tbody>
</table>

SECTION 50 – NEGOTIATIONS

Kentucky State University reserves the right pursuant KRS 45A.085 and 200 KAR 5:307 to negotiate a contract with the top ranked vendor. In the event the University cannot reach agreement with the top-ranked vendor, it may proceed to negotiate with the next highest ranked vendor, and so on.

Vendors selected to participate in negotiations may be given an opportunity to submit a best and final offer to the University. All information received prior to the deadline for the best and final offer will be considered part of the Vendor’s best and final offer.

Terms and conditions that may be negotiated at the sole discretion of the University include but are not limited to issues related to the Technical and/or Cost proposals.

SECTION 70 – ATTACHMENTS

Attachment A – Vendor Affidavit
Attachment B – Vendor Question Form
Attachment C – Cost Form