


Request for Proposal	 Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3157	Proposal# MU19POUR		
Phone: _____ Fax: _____ For information contact: Buyer: Tracey Brown-Dolinski Phone: (304) 696-3157 browndolinsk@marshall.edu and purchasing@marshall.edu				
FEIN/SSN: _____				
Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, unless otherwise noted herein, THE PROPOSAL WILL BE SUBMITTED INTO THE BONFIRE PORTAL AND (11) COPIES DELIVERED TO THE OFFICE OF PURCHASING TO HAVE A DATE/TIME STAMP AFFIXED ON OR BEFORE THE DATE AND TIME SHOWN FOR THE PROPOSAL OPENING. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.				
DATE 1/24/19	DELIVERY REQUIREMENTS Mandatory Pre-Proposal Conference 3/4/2019	DEPARTMENT REQUISITION NO.	PROPOSALS OPEN: 3/19/2019 @ 3:00 p.m.	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
Item #	Quantity	Description	Unit Price	Extended Price
		REQUEST FOR PROPOSALS Marshall University will accept proposals for the following services until 3:00 p.m. on 3/19/2019. At that time, proposals will be recorded in Room 125, Old Main Building, located on the Campus of Marshall University. Contract for Pouring Rights Marshall University Huntington, WV 25755		
Total				

To the Purchasing Department,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from

_____ within _____ days
 After receipt of order at address shown

FOB

Terms

BOG 43

Bidder's name Vendor _____
 Signed By _____
 Typed Name _____
 Title _____
 Street Address _____
 City/State/Zip _____
 Date _____ Phone _____
 Fein _____

INSTRUCTIONS TO BIDDERS
(Purchases greater than \$50,000)

1. **BIDDER'S REPRESENTATIONS:** the bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the Bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Buyer. Samples, when required, must be furnished free of charge, including freight. In the event the Buyer elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgment of the Buyer, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** the bid, the bid security, if any and other documents required to be submitted with the bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the bids and shall be identified as a sealed bid and shall include the bid number, the bid opening time, and the bid opening date. Bids shall be delivered and deposited at the designated location prior to the time and date for receipt of bids. Bids received after the time and date for the bid opening will be returned unopened. The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids. Oral, telephonic, facsimile or telegraphic bids are invalid and will not receive consideration.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Buyer shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Buyer to award a purchase order to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in a bid received, and to accept the bid which, in the Buyer's judgment, is in the Buyer's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$25,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** the State of West Virginia, the Governing Board and its institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes.

Table of Contents

1. OVERVIEW.....	4
1.1. PURPOSE.....	4
1.2. OBJECTIVE.....	4
2. PROPOSAL INSTRUCTIONS.....	4
2.1. GENERAL.....	4
2.2. INQUIRIES	5
2.3. PREPROPOSAL MEETING.....	5
2.4. PROPOSAL DELIVERY / SCHEDULE	5
2.5. FORMS.....	6
2.6. BONFIRE	6
2.7. INCURRED EXPENSE.....	6
2.8. METHOD OF EVALUATION	6
3. SCOPE OF SERVICES	7
4. UNIVERSITY BACKGROUND.....	7
4.1. BEVERAGE AGREEMENTS	7
4.2. CAMPUS ID CARD PROGRAM.....	8
4.3. ATHLETICS MARKETING.....	9
5. PROPOSAL CONTENT	10
5.1. EXECUTIVE SUMMARY	10
5.2. COMPANY BACKGROUND	11
5.3. BACKGROUND IN SIMILAR OPERATIONS.....	12
5.4. CAMPUS ID CARD.....	12
5.5. INNOVATION AND BEST PRACTICES	13
5.6. PRODUCT OVERVIEW/BRAND PORTFOLIO STRENGTH.....	13
5.7. MARKETING SUPPORT	13
5.8. QUALITY ASSURANCE.....	14
5.9. SUSTAINABILITY.....	14
5.10. EQUIPMENT INVESTMENT AND MAINTENANCE	15
5.11. TRANSITION PLAN	15
6. FINANCIAL PROPOSALS AND CONSIDERATIONS.....	15
6.1. IMG / Athletic Media Rights Financial Workbook Synopsis.....	15
6.2. Marshall Athletics.....	16
6.3. Student Center Operating Financial Workbook Synopsis	16

1. OVERVIEW

1.1. PURPOSE

The University is currently seeking a pouring rights Contractor ("Contractor", "Offeror" or "Proposer") to provide beverage services for the main campus, as well as campuses located in South Charleston and Point Pleasant, WV. The contract may be renewed upon mutual written consent. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to nine (9) successive one (1) year periods.

Marshall University ("University" or "MU"), with intent to maximize financial and programmatic benefits to the University, is soliciting proposals from experienced and qualified Contractors. Such Contractors shall have demonstrated the ability to successfully partner with the University and ensure excellent comprehensive beverage programs for the campus. The Respondent Contractor should offer a financially sound, dynamic, and creative proposal designed to offer high quality service, as well as, meet and exceed the outlined expectations of the University community. Furthermore, it is the University's desire that the Campus Beverage Program Service (CBPS) provide services to complement the education, public service, and research mission of the University. The goal of the University is to create a relationship to improve its beverage services, beverage distribution, competitive pricing, and net revenues by maximizing the availability of products and developing creative strategies.

The purpose of this Request for Proposal (RFP) is to clearly present the University's objectives for its CBPS. In addition, the University has established minimum standards from which the Contractors shall base their proposals.

1.2. OBJECTIVE

MU desires to gather information so that a contract award can be made to the Contractor with a proposal best demonstrating agreement to:

- Provide the most favorable financial terms for the University;
- Maintain and improve service levels of beverage program;
- Provide the most experienced, qualified, talented, and diverse management teams;
- Provide dynamic central resources supporting the beverage program;
- Provide opportunities for student internship experiences and involvement;
- Execute financial/contractual obligations throughout the term of this contract; and,
- Provide adequate funding to meet investment needs.

2. PROPOSAL INSTRUCTIONS

2.1. GENERAL

Proposal response shall remain in effect until September 15, 2019.

Ownership of all data, materials, and documentation originated and prepared for Marshall University pursuant to this RFP shall belong exclusively to Marshall University and be subject to public inspection in accordance with the West Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the West Virginia Freedom of Information Act; however, the Proposer must invoke the protections of Article 1, Chapter 29B of the Code of West Virginia in writing, either before or at the time the data or material is submitted.

The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information.

Proposers may modify or withdraw their proposal before the time and date as specified for receipt of the proposals by giving notice, in writing, to the Marshall University Office of Purchasing. Notice shall include the signature of the Proposer and shall be received before the designated time and date for receipt of proposals.

Erasures, interlineations, or other changes in the proposal must be initialed by the authorized individual(s) signing the proposal.

Marshall University reserves the right to waive technicalities or irregularities to any process or proposal incurred during this solicitation.

2.2. INQUIRIES

All inquiries, requests for information, notices, and correspondence concerning this RFP shall be submitted in writing. Any interpretation, correction, or change in an RFP will be made by a formal addendum issued by the University. Interpretations, corrections, or changes to an RFP made in any other manner is not binding, and no proposer may rely upon any such interpretation, correction or change.

Inquiries, notices, correspondence, and/or official formal addendums may be obtained by addressing:

Tracey Brown-Dolinski, Director
Marshall University Office of Purchasing
Old Main 125 - One John Marshall Drive
Huntington, WV 25755
Telephone: 304-696-3157 / Fax: 304-696-3333 / browndolinsk@marshall.edu and
purchasing@marshall.edu

Initial questions must be sent on or before February 18, 2019. Utilize the subject line "MU19POUR".

Proposers should make written requests for additional information or clarification to the Office of Purchasing, as indicated above. No member of the evaluation team, any advisory committee, and University staff, or consultants shall be contacted regarding this RFP or any matter concerning this process. If a representative of any company or party submitting a response violates the foregoing prohibition, such contact may result in the respondent being disqualified.

2.3. PREPROPOSAL MEETING

There will be a mandatory pre-proposal conference held in the located in the Memorial Student Center, Huntington Campus at 10 a.m. on March 4, 2019.

2.4. PROPOSAL DELIVERY / SCHEDULE

Proposals must be received on or before March 19, 2019 at 3:00pm EST.

The Proposer is fully responsible for timely delivery at the location designated for receipt of proposals. Proposals received after this date and time will not receive consideration. Oral, telephonic, facsimile, or telegraphic proposals outside the Bonfire portal are invalid and will not receive consideration. No exceptions are permitted.

Marshall University reserves the right, in its sole opinion, to accept or reject any or all responses and/or to terminate this process at any time with or without notice. The University may or may not employ any or all of the steps listed to select a qualified proposer. The University, in its sole discretion, may award a contract to any respondent at any time in the process.

By making a proposal, the Proposer warrants that: a) The Proposer has read and understands the RFP documents, instructions, terms and conditions; b) That the proposal is made in accordance therewith; and c) The proposal is based upon the materials, equipment, systems, printing and/or services specified.

The typical RFP process may consist of any of the following steps, at the University's discretion:

Release of the RFP	February 4, 2019
Proposer's Written Questions	February 18, 2019
Marshall's Response Questions	TBD
Mandatory Pre-Proposal Conference	March 4, 2019
Proposal Opening	March 19, 2019
Shortlist Notification	March 25 – 29, 2019
Presentations from Shortlist	
Best and Final Offer	TBD
Technical Evaluation	TBD
Cost Evaluation	TBD
Notification of Successful Proposer	TBD
Proposed Award of Contract	April 2019
Services fully operational	August 16, 2019

2.5. FORMS

- The successful proposer must register with the State of West Virginia Purchasing Division by completing a Proposer Registration and Disclosure Statement ([Form WV-1](#)). An annual fee of \$125 is required. Prospective proposers should also complete the Department of the Treasury Internal
- Purchasing Affidavit: <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>
- W9 Form: Request for Taxpayer Identification Number and Certification <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- MU96 Agreement Addendum <http://www.marshall.edu/purchasing/files/MU-96.pdf>

Vendor Preference Certificate

2.6. BONFIRE (See Exhibit B)

Responses must be submitted into the Bonfire portal (<https://marshall.bonfirehub.com/opportunities/13036/>) and eleven (11) courtesy hard copies mailed. Enclose proposals in a sealed package identified as "Request for Proposal" including the supplier name, RFP number, and the RFP opening time and date addressed to:

Marshall University Office of Purchasing
One John Marshall Drive
Old Main Room 125
Huntington, West Virginia 25755-4100
RFP MU19POUR

2.7. INCURRED EXPENSE

There is no expressed or implied obligation for Marshall University to reimburse responding firms for any expenses incurred in preparing responses to this request. Any and all costs incurred by the proposer in preparation of a response to this request or for presentation of credentials are the responsibility of the proposer and will not be reimbursed. All responses and documentation submitted by the proposer become the property of Marshall University at the time the documents are opened.

Time periods shall be consecutive calendar days.

2.8. METHOD OF EVALUATION

Bid responses will be evaluated and scored on the following criteria (not necessarily in order of preference) as identified for both the RFP response and subsequent presentation, if applicable.

Executive Summary
 Company Background
 Similar Operations
 Campus ID Card
 Innovation
 Product Overview/Brand Portfolio Strength
 Marketing Support
 Quality Assurance
 Sustainability
 Equipment Investment and Maintenance
 Transition Plan
 Financial Proposal and Considerations

3. SCOPE OF SERVICES

MU is seeking a qualified vendor to provide exclusive beverage pouring services. The mutual goals of MU and the service provider should be maximizing revenue, promoting and increasing market share, controlling costs, and providing exceptional service to the MU community.

The CBPS includes all non-alcoholic bottled and packaged beverage products, (soft drink beverages are all carbonated and non-carbonated soda, including waters, teas, drinks and isotonic beverages) and services provided to the University community through dining, retail, and catering, vending and athletic venues on all campuses. Current exceptions to the exclusive product rights include, but are not limited to: dairy products, tap water, hot chocolate, dispensed juices, hot and iced coffees and hot teas, and all alcoholic and non-alcoholic beer, liquor, and wine beverages.

The University provides electrical, water, sewer, natural gas, heat, conditioned air, and ventilation required for the beverage service operations. The only exceptions to the exclusive product rights is the campus bookstore (Follett), Starbucks (Sodexo) and approved subcontractors for athletic concession operations (currently Rick's Lemonade & Zuls Frozen Lemonade).

Required submittals will include, but is not limited to, insurance certificates, financial statements, and resumes for new or replacement management and/or support staff. Additional services and responsibilities of the Contractor will be as noted in Exhibit A, CBPS Terms and Conditions. Review the CBPS Proposal Terms and Conditions carefully, as its provisions should be taken into consideration when preparing your proposal. A final contract will be negotiated with the selected Respondent.

4. UNIVERSITY BACKGROUND

Founded in 1837, Marshall University is one of West Virginia's oldest public institutions of higher education. The university was named in honor of John Marshall, the fourth Chief Justice of the United States (1801-1835).

Marshall offers more than 117 undergraduate, graduate and professional degree programs in a broad range of fields. Enrollment for the 2018 fall semester was 13,173.

While Marshall's 100-acre main campus is located in the heart of Huntington, the university also has campuses in South Charleston and Point Pleasant, and offers courses at educational centers across the state. Marshall University is accredited by the Higher Learning Commission, and its Thundering Herd athletic teams compete in 16 NCAA Division I intercollegiate sports.

4.1. BEVERAGE AGREEMENTS

The Chief of Staff and Senior Vice-President of Operations has management over auxiliary operations at the University and manages the contracted campus dining and bookstore operations.

Student Center Operations manages beverage and vending machine services. Athletics manages all concessions operations. The mission of the University is to provide excellent, cost-effective services that support the campus community. The vision of Campus Services is to contribute to the prestige of the University by exceeding customer expectations, positioning ourselves to support our future financial needs, and being an active partner in creating a vibrant and welcoming campus.

The beverage machine vending contract expires on August 15, 2019. The pouring rights with Athletics expires June 30, 2019. These agreements also identify a number of marketing opportunities that are provided to the vendor, as well as sponsorship amounts provided by the vendor on an annual basis. The agreements also provide exclusivity of marketing and product sales at all University locations, with some minor exceptions.

Current Operation and Agreements:

- Beverage Vending Operation provided by Coca-Cola Bottling – operated at all campus locations except Henderson Center and Athletic Facilities Building.
- Snack Vending Operation operated by AVI Food Systems-operated at all campus locations
- Food Services and Athletic Concessions - Sodexo, LLC – Current Contract Scheduled to expire August 2019. New Contract scheduled to expire August 2029
- Bookstore Operations –Follett Higher Education Group Inc.-Scheduled to expire June 2027

Additional information can be found in Exhibit and Appendices below:

- Exhibit A: CBPS Terms and Conditions
- Appendix A: Beverage Sales - Athletics Concession 2015-2018
- Appendix B: Athletic Venue Beverage Needs
- Appendix C: Beverage Vending Locations
- Appendix D: Beverage Sales and Commission FY 2014-2017
- Appendix E: Financial Workbook and Instructions
- Appendix F: Athletics Inventory of Coolers

4.2. CAMPUS ID CARD PROGRAM

The University Campus ID Card Program (Herd Points) offers convenient payment method to students, faculty and staff at more than 100 locations on-campus. Competition for the card program is primarily other debit cards and any other payment method available to customers. However, other than the Campus Card, there is no single option available that can serve as a payment option for the board plan, on-campus copying, printing and vending; verify enrollment status; track print recovery program; and provide building/room access.

Customer recognition, convenient access to deposit options, reliability of the card program, and the number of places at which the card can be used, has a significant impact on the growth of the program as well as the customer's perceived value of the card. The ability to effectively market the Campus Card to incoming freshmen and their parents also affects the rate at which the program grows. The customer base and program revenue grows each year as incoming freshmen acknowledge the BCC as part of campus culture. Students are technologically savvy and expect the availability of an instrument such as the Herd Points program with which to conduct their business. Parents also look for fast, easy, safe, and convenient ways to replenish their students' funds.

4.3. ADVERTISING

In submitting a proposal, the Contractor agrees, unless specifically authorized in writing by an authorized representative of MU on a case by case basis, that it shall have no right to use, and shall not use, the name of Marshall University, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of University's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

University shall have the right to pre-approve (i) the concept for any promotional activity and (ii) any artwork or other items created by the Corporation for use in promotional activities or otherwise in accordance with the terms of this Contract and that incorporate any of the University marks, provided, however, if the University fails to respond to any submission within a period of twenty (20) working days subsequent to the actual receipt by the University of such submission, then such submission shall be deemed approved by the University.

4.4. ATHLETICS MARKETING

The Marshall University Department of Athletics (“Marshall Athletics” “Athletics”) is an integral part of the University's commitment to educational excellence. Critical to the University Athletics’ mission are a commitment to comprehensive excellence, high academic achievement; nationally competitive and successful teams; integration of student athletes within the University and local communities; a strict adherence to NCAA, Conference USA, and University rules and regulations; fiscal integrity, which is epitomized through the generation and efficient use of resources; the attraction and retention of the highest quality student athletes, staff and coaches, which includes equitable opportunities for women and minorities.

Marshall Athletics pursues its mission by uniting the varied constituencies of the University community through its intercollegiate athletics programs. These programs are designed to build support for and add value to the academic purposes of the University while developing students and student-athletes for life with strong values of leadership, sportsmanship, equity, citizenship, physical fitness, teamwork, and a commitment to comprehensive excellence. Marshall Athletics require that, in pursuing its mission, it will consistently provide exemplary service to all of its internal and external constituencies.

Marshall Athletics sponsors 16 intercollegiate athletics programs, 6 for men and 10 for women, offering athletic opportunity to more than 375 men and women annually. The Athletic facilities that are considered part of this RFP are:

- Joan C Edwards (Football, Concerts, Special Events)
- Cam Henderson Center (Men’s and Women’s Basketball, Volleyball, Special Events)
- Dot Hicks Softball Field (Softball and Special Events)
- Hoops Family Field at Veterans Memorial Soccer Complex (Men’s and Women’s Soccer and Special Events)
- Fredrick A. Fitch Natatorium (Women’s Swimming and Special Events)
- Brian David Fox Tennis Center
- Proposed new baseball stadium
- Live Game Broadcasts

The University is a member Conference USA (C-USA). The conference has recently signed new multi-year broadcast agreements with CBS, ESPN, and Stadium and will include Facebook.

Beginning with the 2018-19 season, CBS Sports Network will broadcast nine football games plus the C-USA Football Championship and eight men’s basketball games per year, as well as the C-USA men’s basketball championships semifinals and men’s and women’s basketball championship games. CBS Sports also has an agreement with Facebook that allows for three football games and six basketball games per year to air on Facebook.

Stadium will also broadcast 15 football games and 17 men’s basketball games for the 2018-19 season. The deal includes the men’s quarterfinal rounds in the league’s annual basketball championship. The multi-platform sports network will broadcast seven of the 15 football games and 10 of the 21 men’s basketball games exclusively on Facebook.

The new agreement with ESPN will triple ESPN's inventory of C-USA events from the previous deal to include more than 175 events on ESPN+ and ESPN3 for the upcoming 2018-2019 season. ESPN will broadcast approximately 45 football games, 60 regular season men's basketball games, and 28 regular season women's basketball games in 2018-19.

Home events for many sports not part the regular conference broadcast package are available by streaming on HerdVision through C-USA TV allowing additional opportunities to follow the Thunder Herd. HerdVision produced 89 home athletic and other events in 2017-18.

Conference USA

Conference USA is an NCAA Division I athletic conference based in Irving, Texas, that services 14 institutions of higher education – Charlotte, FIU, Florida Atlantic, Louisiana Tech, Marshall, Middle Tennessee, North Texas, Old Dominion, Rice, Southern Miss, UAB, UTEP, UTSA and WKU. Now in its third decade, Conference USA has adapted to the ever-changing landscape of collegiate athletics with an unwavering commitment to excellence, integrity and leadership in competition, academics and community.

Radio Broadcasts and Website

There is live play-by-play coverage of all football and over 30 basketball games each year on the Thundering Herd IMG Sports Radio Network, which offers maximum coverage of the Thundering Herd action to fans. The play-by-play action is also available for displaced fans live over the Internet on Herdzone.com, the official athletic web site of Marshall Athletics. The broadcasts are also streamed live on Tune In App and Marshall Game Day App. Over 180,000 page views a month are received during the peak athletic season. Herdzone.com provides details on all 16 athletic programs throughout the year including game updates, player and team profiles, video highlights and other informative pieces. Multiple sponsorship opportunities are available utilizing IMG radio, digital, social media and OAS platforms.

Signage and Sponsorship Opportunities

Signage, both static and LED, is available at Joan C. Edwards Stadium and the Cam Henderson Center, Doc Hicks and Hoops Family Field through sponsorship packages with IMG. In addition to permanent, back-lit signage in football, sponsors and advertisers can be featured on the video boards at Joan C. Edwards Stadium and the Cam Henderson Center. The video boards are a focal point of each football game and basketball games offering replays, fan interactive contests, and exciting crowd shots. Multiple sponsorship opportunities are available utilizing static and LED signage placements.

Print

Print advertising opportunities including yearbooks, schedule cards and schedule posters, and ticket backs.

5. PROPOSAL CONTENT

The purpose of the response is to demonstrate the qualifications, competency, and capacity of the firms seeking to undertake this project for Marshall University in conformity with the requirements of this RFP.

The response should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the RFP requirements.

Proposers are expected to examine the entire RFP, including all specifications, standard provisions, and instructions. Failure to do so will be at the Proposer's risk. Each Proposer shall furnish the information required by the RFP. Proposals must be typewritten.

5.1. EXECUTIVE SUMMARY

Provide an Executive Summary that highlights the contents of your proposal and includes a mission statement, overall business philosophy of the company, reasons for responding to this RFP, as well

as, unique features of your approach to this RFP. The Executive Summary should not exceed 10 pages and include the following information:

- Your company's unique qualifications;
- Significant elements of your proposed CBPS;
- Proposed changes to the facilities and concepts;
- Highlights of the Transition Plan; and
- Highlights of the Financial Proposal, including Respondent's Investment.

5.2. COMPANY BACKGROUND

In this section, demonstrate how your company is considered a leader in the beverage service industry, offers a best-practices approach, and whether Marshall University will be a flagship account where new programs, services, technology, and management strategies will be promoted and implemented. Proposals should include the following:

5.2.1. Organizational Background

Provide the following background information pertaining to your company:

- A brief history and overview of your company;
- A company-wide organizational chart and the reporting path for the University. Provide copy of company's organizational chart at corporate, regional, and local levels and supply resumes of local staff that represent the university account.
- An organizational chart illustrating the proposed management structure for the CBPS Program, from Regional Management to the on-site management team. All proposed management and supervisory positions should be clearly identified; and
- Key Personnel and Staff Support The contractor shall provide expert administrative, purchasing, equipment consulting, and personnel supervision. Contractors shall have in their employ, sufficient qualified and competent personnel to perform work promptly and in accordance with the terms and conditions specified herein.
- Describe additional support and resources that will be dedicated to the on-site management team from the regional and/or district office, and the national office. Examples may include information technology, accounting, marketing, research, etc.

5.2.2. Proposed Management Structure

Provide an organizational chart illustrating the proposed management structure for the University's account. All management and supervisory positions should be clearly identified as well as reporting structure to regional and corporate offices. Be advised that if your company is selected for a short-list interview, your key management candidates will be required to be present at the interview.

5.2.3. References

Provide the following information for five current accounts that are similar in size and nature to the University. The University reserves the right to contact these references and conduct on-site visits to verify information provided by the Contractor and references.

- Client's name and location;
- Name, address, telephone number, and e-mail address of client's representative;
- Length of account tenure; and
- Detailed description of services provided, number of customers served and volume of service provided by service type. If performed in association with another company, list your company's specific areas of responsibility.

5.2.4.Lost Accounts

For the past 12 months, provide a listing of all previously held college and university accounts that you have not been selected to retain. Include:

- Client's name and location;
- Name, address, telephone number, and e-mail address of client's representative;
- Length of account tenure; and
- Detailed description of services provided, number of customers served and volume of service provided by service type. If performed in association with another company, list your company's specific areas of responsibility.

5.2.5.Financial Resources

Marshall University is interested in ascertaining that the successful Contractor has financial resources that are adequate to insure full and proper performance under the terms of the contract. Submit your company's Income Statement, Balance Sheet, and Statement of Cash Flow for the past three years. Additionally, indicate any bankruptcies incurred by your company during the past five years, along with information regarding the resolution of the bankruptcy proceeding(s).

5.2.6.Health and Health Code

Disclose the number and type of instances, by account for the past two years, in which all accounts under the supervision of the proposed beverage service received unsatisfactory ratings from the regulating health department.

5.2.7.Diversity

Marshall University (MU) is committed to supplier diversity. By taking an active role in working with Diverse Suppliers, MU can optimize price, service, and delivery conditions while building the local community and economy.

Please provide your company initiative to this regard.

5.2.8.Student Development

Provide details regarding opportunities for student internship and co-op experiences and involvement that you offer.

5.3. BACKGROUND IN SIMILAR OPERATIONS

5.3.1.Provide a general description of your background and experience with operations similar to the University on a company-wide basis. In addition, provide a list of your higher education accounts located in West Virginia, Kentucky, Ohio and Virginia.

5.3.2.Experience in Large University Markets - Describe your overall experience in serving similar university markets of our size.

5.4. CAMPUS ID CARD

The University is interested in continuing the campus debit card as a payment method at all point of sale locations.

5.4.1.Provide the details of the capital expenditure budget your company allocates for one time investment and recurring investment for the account our size.

5.4.2.Campus ID Card Program - Provide information to meet University Card Program as it relates to equipment, technology, marketing, and operations.

5.5. INNOVATION AND BEST PRACTICES

5.5.1. Provide innovation strategy with history and future vision. Provide examples of best practices contract on college campuses in past three years.

5.5.2. Enhancement Opportunities - Provide a detailed comprehensive plan outlining how your company's corporate responsibilities will enhance Marshall University.

5.5.3. System & Reporting Support

Provide information relating to technology use for vending services. Provide information on inventory management system that tracks vending machine inventory levels by product category.

5.6. PRODUCT OVERVIEW/BRAND PORTFOLIO STRENGTH

5.6.1. Provide a complete list of brand representation by the contractor and the strength of each brand in the market place. Indicate the market share in general and in the campus market. Provide descending list of product sales.

5.6.2. Provide reporting of revenue by period and product flavors, per machine. Provide low level inventory alert reports.

5.7. MARKETING SUPPORT

In addressing this section of your proposal, it is important to reference other sections of this RFP for background information applicable to the Marketing Proposal.

The Contractor will be required to increase the awareness and promote the University's CBPS and offerings to the community, which will include but is not limited to product categories, new products or offerings, locations, variety, price competitiveness, nutritional and wellness information, special events, sustainability.

5.7.1. Marketing Plan

Provide a detailed, comprehensive marketing plan that addresses the following components:

- Target market identification;
- Goals and specific strategies to increase revenues and satisfaction, broaden participation and create rapport and goodwill with the campus community;
- Promotion initiatives;
- Web page features development; new methods and/or mediums for communication;
- Advertising and communication plan as it pertains to beverage program, to include but is not limited to, product categories, new products or offerings, location, variety, price competitiveness, nutritional and wellness information, special events, sustainability;
- Implementation plan and schedule, including signage and advertising;
- Campus ID Card incentives;
- Marketing budget that will be allocated to the beverage program, describe costs, if any, to be borne by the University and/or any donation/sponsorship funding;
- Market research methods and schedules for performance of such; describe how resultant data will be utilized to strategize and maximize value and profitability of the CBPS; and
- Success measures; customer surveying and action plans.
- Equipment – Branded

5.7.2. Marketing Size

- Describe your experience in similar sized college and university markets, including research and marketing experience relative to our University community.
- Athletics Marketing

- Staffing on campus
- Vending promotions
- Menu boards
- MU branded products

5.8. QUALITY ASSURANCE

Quality assurance, and customer satisfaction are continuously monitored for the CBPS through a variety of review processes to gauge contract compliance, quality performance, and customer satisfaction: A variety of regular on-site reviews from Campus Services staff supports review of quality performance and helps maintain and further develop excellence; Regular open discussions and communications between campus services and the Contractor support collaboration toward customer service and beverage quality goals.

5.8.1. Quality Assurance Plan

Provide a detailed, comprehensive quality assurance plan that will be implemented at the University to ensure that the beverage program is a showcase account for your company. The quality assurance plan should address the following components:

- Incorporation of HACCP standards;
- Accurate and up to date information regarding nutrition, health and wellness;
- Customer service programs that obtain satisfaction data and customer feedback on beverage quality and service;
- Goals and specific strategies to increase safety and service satisfaction;
- Any training programs, and their frequency for implementation;
- Describe the measurement tools that will be used to ensure compliance, measure performance, and establish benchmarks for all components of the quality assurance.

5.8.2. Identified Risks

Describe any risks that the Respondent sees affecting a successful delivery of a CBPS, considering all expectations as described in this RFP. It is the assumption of the University that all Proposers have the capability to effectively deliver a CBPS that meets all the expectations in this RFP. The University wishes to examine the relative ability of each firm to understand and convey the key risks to this service and how each risk will be minimized. Each Proposer should focus on risks that it cannot control. Marshall University expects each Proposer to have the capability to manage the risks that they do control. For the identified risks they cannot control, the Proposer should develop a Risk Assessment plan to indicate how this risk will be minimized if it occurs. Note the Risk Assessment plan provides an opportunity for Respondents to differentiate their capabilities based on their ability to understand, see, and minimize risks to achieve a successful CBPS at Marshall University.

Corporate Responsibility

The University is committed to creating a vibrant campus community while also participating fully with the people of our region. The university's understanding of community will be guided by open communication, personal safety, sustainable operations, responsible development, quality service, competitive and respected sports programs, willing partnership and a climate of inclusion.

5.8.3. Customer Support

Provide national and regional marketing programs including the timeline and type of program

5.9. SUSTAINABILITY

Recognizing its environmental stewardship role, the University seeks to incorporate the concept of sustainability into its academic and research programs; the design, operation, and maintenance of its buildings and landscapes; and its organizational structure and management; while preserving safety and comfort.

The contractor shall comply with University policies and procedures related to recycling of waste materials, purchase of recycled materials and participate in required waste separation programs. The University shall arrange for space and/or suitable containers required for recycling. The contractor shall remove all waste packaging, master cartons, boxes, etc., from the vending service and storage areas to dumpsters or recycling sites provided and serviced by the University. Cardboard cartons shall be taken by the contractor to collection points identified by the University or be removed from campus by the contractor.

5.9.1. Provide a detailed, comprehensive environmental and sustainability plan.

5.9.1.1. Programs

Programs to be implemented at University Including Potential Marketing and Reporting Communication, Marketing, and Reporting

Describe the communication, marketing, and education program that will be implemented at Marshall University to include:

- Innovation
- Education
- Annual Reporting and Evaluation
- Goals and specific strategies to increase sustainability efforts and awareness.

5.9.2. Provide examples where similar programs have successfully been implemented at other Universities.

5.10. EQUIPMENT INVESTMENT AND MAINTENANCE

Describe equipment to be provided.

Provide maintenance schedule and services available.

Provide schedule of machine rotation, machine cleaning, and machine budget. Include Service Requirements for Equipment in all areas (Dining, Vending, Concessions, other). Describe preventive maintenance and regular replacement of worn, damaged, or malfunctioning equipment.

5.11. TRANSITION PLAN

Provide a detailed, proactive Transition Plan for assuming management of the CBPS for the successful transition for exclusive and non-exclusive proposals. The Transition Plan shall be subject to review and approval of the University.

6. FINANCIAL PROPOSALS AND CONSIDERATIONS

The Financial Proposal must be submitted as a document that is separate from the Technical Proposal. Marshall expects the Vendor to make a reasonable profit in providing the services outlined in this RFP, while maintaining offerings and programs that are perceived by Marshall as being high in quality and providing good value.

Complete the Financial Work book in Bonfire. Failure to do so may disqualify you from selection. This information will be uploaded into the Bonfire bid table.

6.1. IMG / ATHLETIC MEDIA RIGHTS FINANCIAL WORKBOOK SYNOPSIS

Athletics base package for following exclusive rights are for the following categories:

To secure the exclusive advertising and marketing rights through Athletics (IMG), the winning bid must participate in a platform of advertising inventory at a minimum cash investment of \$200,000 per year. Specific advertising elements provided can be negotiated to meet the needs of the vendor, providing the minimum threshold of \$200,000 is met each year the winning bid is

awarded. For purposes of this RFP, the exclusive beverage category advertising rights that will be purchased with respect to Athletics will cover the following distinct sub-categories:

- Carbonated Beverages
- Bottled Water
- Isotonic/electrolyte Replacement Drinks

Proposal to consider additional categories

The winning bid will also have the opportunity purchase additional sub-categories for marketing exclusivity in addition to the exclusive categories of Carbonated Beverages, Bottled Water, and Isotonic/Electrolyte Replacement Drinks. These sub-categories can be negotiated with IMG based on the needs of all parties, and will include the following:

- Milk
- Flavored Milk
- Fresh Brewed Coffee and Tea
- Hot Chocolate
- Fresh-Squeezed Juices
- Flavored and/or Vitamin Enhanced Water
- Energy Drinks
- Nutritional Shakes
- Protein Recover Drinks
- Tap Water

6.2. MARSHALL ATHLETICS

Requirements include a minimum bid in the Financial Workbook of \$267,465.00 in 2019-20 (excludes concessions equipment value) plus annual increases in selected areas for future years. The items in the financial workbook includes, but is not limited to, Football Sky Suite Lease, Cash Donations, Sponsorships, Ticket Purchases, other tbd, Beverage Equipment, Coolers, products and Sport Camp funding for Sports Medicine, Refrigerators for staff offices and Concessions Equipment. (See Appendices for refrigerators and concessions equipment).

6.3. STUDENT CENTER OPERATING

The Financial Workbook Synopsis Requirements include minimum bids for the annual guarantee, sponsorship, marketing, product donation, ID Office System Maintenance fee, etc. and "Other" Sponsorships and Contributions.