| Purchase Order | Marshall University<br>Office of Purchasing<br>One John Marshall Drive<br>Huntington WV, 25755-4100<br>Direct all inquires regarding this order to: (304) | Purchase Order #<br>MU26VENDING |
| --- | --- | --- |

TO:

Vendor Code: 000000214169

Compass Group USA, Inc., by and through its Canteen Division
3112 Horseshe Lane, Suite 100
Charlotte, NC 28208

FEIN: 561874931 PH: 919-608-6009

Ship to:

Marshall University Rec Dept
201 21st Street
Huntington, WV 25703

Room #

THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN

WVFIMS Account #:

| P.O. Date | FY | Buyer | Ship Via | F.O.B | Terms | Contract # |
| --- | --- | --- | --- | --- | --- | --- |
| 08/29/2025 | 26 | LL | | | NET 30 | MU26VENDING |

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of Compass Group USA, Inc., by and through its Canteen Division

signed by Chris D. Taylor

Title Division President

on August 1, 2025

OFFICE OF THE WEST VIRGINIA
ATTORNEY GENERAL APPROVAL:

Approved as to form this 19th day of Sept, 2025

By: [signature]

VENDING MACHING PROGRAM AND SERVICES

Term: Effective upon the approval of the WVAG for the a period of one year
Renewals: Four (4) one () year optional renewals

THIS ORDER IS EXEMPT FROM ALL SALES TAX
LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

| Line No. | Fund | Org. | Account | Encumber Amount |
| --- | --- | --- | --- | --- |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

Total: Open-End

Mail Original Invoice and 1 Copy to:
Marshall University Accounts Payable
One John Marshall Drive Huntington,
WV 25755-4500

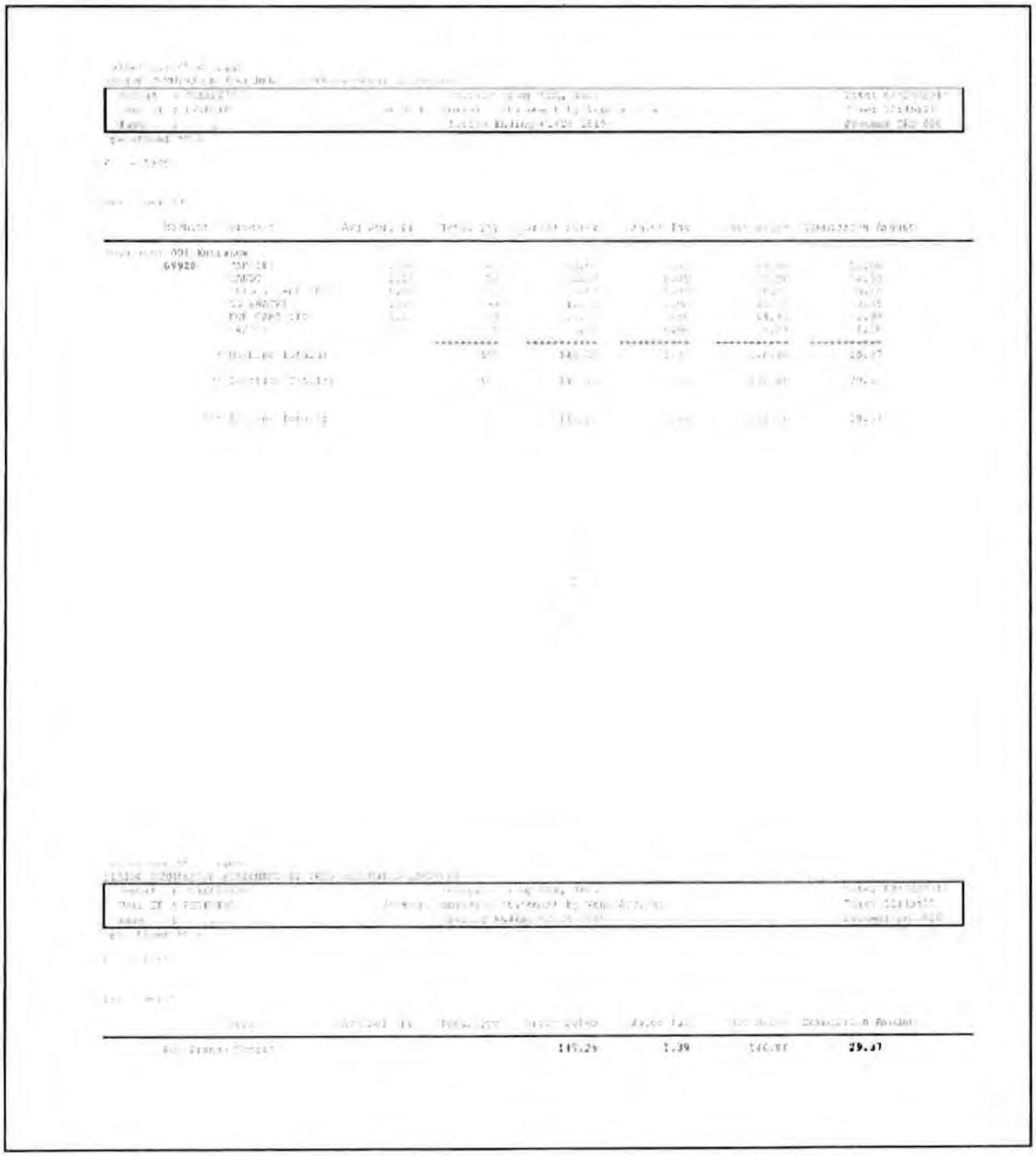
Michelle W. Wheeler — Authorized Signature

9/19/2025 — Date

BOG 35

# Commission Statement

**In most instances, sales increase because of several factors: the introduction of new product lines, a variety of beverages, large-size snack options and greater convenience and dependability. You can expect your return will also increase proportionately. At the close of each accounting period, Canteen will submit to you a computerized report indicating the sales generated from the service operation. Included with the report will be a commission check calculated on a percentage of those sales.**



**Attachment A: Pricing Page**
**MU26VENDING**

**Bidder Name:** Canteen

| # | Item | Quantity Required | Financial Consideration | Total Funds |
|---|---|---|---|---|
| #0-1 | Minimum Annual Guarantee Income | 1 | $16,000.00 | $16,000.00 |
| #0-2 | Percentage of Annual Gross Revenue Collections | 1 | 10.7% | 10.7% |
| #0-3 | Debit Card Sales Commission | 1 | 10.7% | 10.7% |
| #0-4 | All Other Sales Commission | 1 | 10.7% | 10.7% |
| #0-5 | ID Office System Maintenance Fee | 1 | 5% | 5% |
| #0-6 | Other Sponsorships and Contributions | 1 | 0 | 0 |
| #0-7 | Annual Marketing/Promotional Funds | 1 | 0 | 0 |

**Minimum annual guarantee or percentage of commission sales, whichever is the greater of the two.**

**We understand the current sales as of June 30, 2025 to be $75,638. In our experience with higher education, with added point of purchase technology, merchandising and our innovative approach; all of those items will create an opportunity to elevate sales and participation throughout your campus. When looking at similar universities in the West Virginia, Virginia, Mid-South area and the sales based on population, we are confident sales of $160,000 are realistically achievable. We are fully confident in our approach and that is why we are guaranteeing you $16,000 per year with additional revenue opportunities.**

# Product Pricing

Based on our discussions, the information you provided us and our analysis of your needs, we have developed the following pricing plan. Canteen will operate vended refreshment services at your facility under a profit-and-loss scenario. We will vend all products at mutually agreed upon price levels.

| Marshall University Snack Vending Pricing | Price | Commission % | Minimum annual guarantee |
|---|---|---|---|
| | | | **$16,000** |
| Candy | $2.25-$2.50 | 10.7% | |
| Crackers | $2.00 | 10.7% | |
| Chips, Cookies & Pretzels | $2.00 | 10.7% | |
| Fresh Pastry | $2.25 | 10.7% | |
| Meat Snacks | $3.00 | 10.7% | |
| Energy/Nutrition/Protein | $3.50 | 10.7% | |

# MARSHALL UNIVERSITY

## GENERAL TERMS AND CONDITIONS

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document constitutes acceptance of this contract (the Contract) made by and between Marshall University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominate over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL**

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications, if applicable, included with the Solicitation/Contract.

**2.1 "Award Document"** means the document that identifies the Vendor as the Contract holder when signed by the Vendor and Marshall University's Office of Purchasing and, when necessary, approved as to form by the Attorney General.

**2.2 "Bid" or "Proposal"** means the Vendor's verbal bid or written bid provided in response to a solicitation by the University.

**2.3 "Board"** means the Governing Board of Marshall University.

**2.4 "Buyer"** means an individual designated by a Chief Procurement Officer to perform designated purchasing and acquisition functions as authorized by the Chief Procurement Officer.

**2.5 "Chief Procurement Officer"** means the individual designated by the President of Marshall University to manage, oversee and direct the purchasing and acquisition of supplies, equipment, services, and printing for the University.

**2.6 "Contract"** means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Solicitation.

**2.7 "Governing Board"** means the Marshall University Board of Governors as provided for in the West Virginia state code.

**2.8 "Higher Education Institution"** means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Education Facilities Act of 1963, as amended.

**2.9 "Office of Purchasing"** means the section within Marshall University headed by the Chief Procurement Officer and its personnel.

**2.10 "Purchasing Card"** or **"P-Card"** means The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.

**2.11 "Responsible Bidder"** and **"Responsible Vendor"** mean a person and/or vendor who have the capability in all respects to perform contract requirements, and the integrity and reliability which will assure good faith performance.

**2.12 "Responsive Bidder"** and **"Responsive Vendor"** mean a person and/or a vendor who has submitted a bid which conforms in all material respects to the invitation to bid.

**2.13 "Solicitation"** means the notice of an opportunity to supply the University with goods and services.

**2.14 "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, departments or divisions as context requires.

**2.15 "University"** means Marshall University or Marshall.

**2.16 "Vendor"** or **"Vendors"** means any entity providing either a verbal or written bid in response to the solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**2.17 "Will"**, "**Shall**" and "**Must**" identifies a mandatory item or requirement that concludes the duty, obligation or requirement imposed is mandatory, as opposed to being directory or permissive.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below:

☑ **Term Contract**

**Initial Contract Term:** The Contract becomes effective on the approval date of the WV Attorney General and extends for a period of one (1) year(s).

**Renewal Term:** The Contract may be renewed upon the mutual written consent of the University and the Vendor. Any request for renewal should be submitted to the University thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of the Contract is limited to four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 48 months in total. Automatic renewal of the Contract is prohibited.

Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

☐ **Alternate Renewal Term** – This contract may be renewed for ____________________ successive ____________ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

☐ **Fixed Period Contract:** The Contract becomes effective upon Vendor's receipt of the purchase order and must be completed by__________________________________.

☐ **Fixed Period Contract with Renewals:** The Contract becomes effective upon Vendor's receipt of the the purchase order and part of the Contract must be completed within ____days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for __________________ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed months in total.

☐ **One-Time Purchase:** The term of the Contract shall run from the issuance of the Award Document until all the goods contracted for have been delivered, but in no event, will the Contract extend for more than one fiscal year.

☐ **Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of the Contract immediately upon receiving the purchase order unless otherwise instructed by the University.

**5. QUANTITIES:** The quantities required under the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below.

☐ **Open End Contract:** Quantities stated in the solicitation are approximations only, based on estimates supplied by the University. It is understood and agreed that the Contract shall cover the quantities ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☑ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** The Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under the Contract without an appropriate change order approved by the Vendor, University, and/or when necessary, the Attorney General's office.

**6. EMERGENCY PURCHASES:** The Chief Procurement Officer may suspend the use of a university wide mandatory contract (the University's Office of Purchasing has created standard specifications that are establish University wide contracts for commonly used commodities and services that are needed on a repetitive basis), or the competitive bidding process to allow a Department to purchase goods or services in the open market if for immediate or expedited delivery in an emergency.

Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work, provided that a required University emergency purchase with another vendor does not cause a breach of contract.

**7. REQUIRED DOCUMENTS:** All the items checked below must be provided to the University by the Vendor as specified below.

☐ **BID BOND** (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.

☐ **MAINTENANCE BOND:** The successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and received by the Marshall University Office of Purchasing Office prior to Contract award.

☑ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the University.

**INSERT ADDITIONAL CONDITIONS BELOW:**

Business License for the City of Huntington

Business License for the State of West Virginia

Certificates of Insurance as indicated indicated in sections 8 and 9

Purchasing Affidavit and Drug-Free Workplace Affidavit

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract award regardless whether that requirement is listed above.

**8. INSURANCE:** The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of the contract. The Vendor shall also furnish proof of any additional insurance requirements prior to the Contract award regardless of whether that insurance requirement is listed in this section.

Any provisions requiring the University to maintain any type if insurance for either of its or the Vendors benefit is deleted.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1,000,000 per occurrence and an aggregate of $3,000,000.

☑ **Automobile Liability Insurance** in at least an amount of: $1,000,000 per occurrence and an aggregate of $3,000,000.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: ____________ per occurrence and an aggregate of ____________.

☐ **Commercial Crime and Third-Party Fidelity Insurance** in an amount of: ____________ per occurrence and an aggregate of ____________.

☐ **Cyber Liability Insurance** in an amount of: __________ per occurrence and an aggregate of ____________. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in performance of the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract. _________ per occurrence and an aggregate of _________________.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the University's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____________________ **for** _____________________

**Liquidated Damages Contained in the Specifications**

**11. ACCEPTANCE:** Vendor's signature on the certification and signature page, constitutes an offer to the University that cannot be unilaterally withdrawn, signifies that the product or service proposed by Vendor meets the mandatory requirements for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions unless otherwise indicated.

**12. STATUTE OF LIMITATIONS -** Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

**13. PRICING/BEST PRICE GUARANTEE:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation by the University. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the University and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**15. PAYMENT METHODS:** The Vendor must accept payment by electronic funds transfer or P-Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's P-Card or by electronic funds transfer as payment for all goods and services for the reason(s) stated below:

_______________________________________________

_______________________________________________

**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or in any American Institute of Architects documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.

**17. FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

**18. RISK SHIFTING:** Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

**19. LIMITING LIABILITY:** Any language limiting the Vendor's liability for direct damages is deleted.

**20. TAXES:** The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.

**21. FISCAL YEAR FUNDING:** The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**22. CANCELLATION/RIGHT TO TERMINATE:** The University reserves the right to cancel/terminate the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, the University agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are delete that seek to require the State to (1) compensate Vendor, in whole or in part, for loss profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

In the event that a vendor fails to honor any contractual term or condition, the Chief Procurement Officer may cancel the contract and re-award the contract to the next lowest responsible and responsive bidder in accordance with the Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, section 7.4.1

Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is hereby deleted.

**23. RIGHT OF FIRST REFUSAL** Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.

**24. DISPUTES** – Any language binding he University to any arbitration or to the decision of any arbitration board, commission, panel, or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the University shall be brought in the West Virginia Legislative Claims Commission. Other causes of action must be brought in the West Virginia Court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

**25. TIME:** Time is of the essence with regard to all matters of time and performance in the Contract.

**26. DELIVERY** -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

**27. APPLICABLE LAW:** The Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, W. Va. Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia

**28. COMPLIANCE WITH GOVERNING LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**29. ARBITRATION:** Any references made to arbitration contained in the Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.

**30. MODIFICATIONS:** Notwithstanding anything contained in the Contract to the contrary, no modification of the Contract shall be binding without mutual written consent of the University, and the Vendor.

**31. AMENDMENTS** - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

**32. NO WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.

**33. SUBSEQUENT FORMS:** The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**34. ASSIGNMENT:** Neither the Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government or office that may be required to approve such assignments.

The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

**35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**36. UNIVERSITY EMPLOYEES:** University employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**37. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedures, and rules.

**Proposals are NOT to be marked as confidential or proprietary** Any Provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W.Va. Code §29B-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records

Any provisions regarding confidentiality of or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

**38. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §18B-5-4 and the Freedom of Information Act in W.Va. Code Chapter 29B.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, CONTAINING A TRADE SECRET(S), OR IS OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document.

**39. LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local University of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state University or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.

**40. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from Marshall University, the Vendor agrees to convey, sell, assign, or transfer to the University all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by Marshall University. Such assignment shall be made and become effective at the time the University tenders the initial payment to Vendor.

**41. THIRD-PARTY SOFTWARE:** If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

**42. RIGHT TO REPOSSESSION NOTICE:** Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

**43. VENDOR CERTIFICATIONS:** By signing its bid or entering into the Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with the all State agencies as required.

**44. VENDOR RELATIONSHIP:** The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and University with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**45. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage, and hour laws.

**46. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §18B-5-5 and §5A-3-18 the University is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**47. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT** West Virginia Alcohol and Drug-Free Workplace Act requires public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. This act is applicable to any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract for which the value of contract is over $100,000. No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy.

**48. DISCLOSURE OF INTERESTED PARTIES** A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of $1,000,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract.

**49. CONFLICT OF INTEREST:** Vendor, its officers, members, or employees shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the University.

**50. MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMENT (IT) FEES**: If a vendor requires services through the Marshall University's IT Department, they must reimburse the University at the IT Rate Schedule which is located at: https://www.marshall.edu/it/rates/.

**51. PUBLICITY:** Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to the University without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

**52. UNIVERSITY MARKS:** Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

**53. INTELLECTUAL PROPERTY:** The University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such intellectual property terms to apply to subcontractors.

**54. FERPA**: Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

**55. REPORTS:** Vendor shall provide the University with the following reports identified by a checked box below:

☑ Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by University, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by University.

**56. PREFERENCE FOR THE USE OF DOMESTIC STEEL PRODUCTS IN STATE CONTRACT PROJECTS:** Pursuant to W.Va. Code §5A-3-56, (a)(1) Except when authorized pursuant to the provisions of subsection (b) of this section, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W.Va. Code §5A-3-56. As used in this section (2):

(A) "State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after the effective date of this section on or after June 6, 2001.

(B) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

(b) Notwithstanding any provision of subsection (a) of this section to the contrary, the Director of the West Virginia Department of Administration, Purchasing Division ("Director of the Purchasing Division") may, in writing, authorize the use of foreign steel products if:

(1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

(2) The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**57. PREFERENCE FOR DOMESTIC ALUMINUM, GLASS AND STEEL PRODUCTS:**

In Accordance with W. Va. Code § 5-19-1 et seq.,

(a) Every state spending unit, as defined in chapter five-a, shall require that every contract or subcontract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works contain a provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, as defined in chapter five-a, determines, in writing, after the receipt of offers or bids, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements: Provided, That this article applies to any public works contract awarded in an amount more than $50,000, and with regard to steel only, this article applies to any public works contract awarded in an amount more than $50,000 or requiring more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

MU26VENDING

(Purchase/Contract Number)

**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.**

Chris D. Taylor, Division President

(Name, Title)

Chris D. Taylor, Division President

(Printed Name and Title)

3112 Horseshoe Lane, Suite 100, Charlotte NC 28208

(Address)

919-608-6009

(Phone Number) (Fax Number)

christopher.taylor@compass-usa.com

(Email Address)

**CERTIFICATION AND SIGNATURE:** By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; **that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict;** that I am authorized by the Vendor to execute and submit this Contract or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has/will properly register with the WV Purchasing Division and Marshall University.

Compass Group USA, Inc. by and through its Canteen Agreement

(Company)

(Authorized Signature)

Chris D. Taylor, Division President

(Printed Name and Title of Authorized Representative)

8/1/25

(Date)

919-608-6009

(Phone Number) (Fax Number)

| **Request for Proposal** | Marshall University<br>Office of Purchasing<br>One John Marshall Drive<br>Huntington, WV 25755-4100<br>Direct all inquiries regarding this order to: (304) 696-3056 | **Bid#**<br>MU26VENDING |
|---|---|---|

**Vendor:**

For information call:
Purchasing Contact: Leeann Lemon
Phone: (304) 696-3056
Email: bidquestions@marshall.edu

**Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.**

| DATE | MANDATORY VIRTUAL PRE-BID MEETING: | DEPARTMENT REQUISITION NO. | BIDS OPEN: | BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID |
|---|---|---|---|---|
| 06/03/2025 | June 12, 2025 @ 9:00am https://tinyurl.com/MU26VENDING-VirtualPre-BidConf | MU26VENDING | 07/03/2025 at 3:30 p.m., EST. Broadcast via Teams at link listed below. | |

| Item # | Quantity | Description | Unit Price | Extended Price |
|---|---|---|---|---|
| | | Marshall University, on behalf of the Board of Governors, invites sealed Bids to provide all work, including but not limited to labor, material, equipment, supplies, and transportation for:<br><br>**Project Name: MU26VENDING**<br>**Vending Machine Program and Services**<br>**MARSHALL UNIVERSITY – HUNTINGTON, WV**<br><br>**Technical Question Deadline:** June 20, 2025, at 12:00 p.m. EST send via email to at bidquestions@marshall.edu.<br><br>**Technical & Cost Bid Submission Deadline** - July 3, 2025, at 3:29 p.m., EST<br><br>**Technical Submission Opening** - July 3, 2025, at 3:30 p.m., EST and via Microsoft Teams at the following link: https://tinyurl.com/MU26VENDING-Bid-Opening<br><br>**Cost Submission Opening** – To be determined (TBD) | | |
| | | | **Total** | |

**To the Office of Purchasing,**
**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 *not applicable* within ____ days

FOB After receipt of order at address shown

Terms ____

Bidder's name Vendor: Compass Group USA, Inc. by and through its Canteen Division
Signed By: [signature]
Typed Name: Chris D. Taylor
Title: Division President
Email: christopher.taylor@compass-usa.com
Street Address: 3112 Horseshoe Lane, Suite 100
City/State/Zip: Charlotte, NC 28208
Date ____ Phone ____
Fein: 56-1874931

BOG 43

## SECTION 4: PROJECT SPECIFICATIONS

**4.1 Background and Current Operating Environment:** Founded in 1837, Marshall University, referred to as Marshall, 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 University is a public research university in Huntington, West Virginia, United States. It was founded in 1837 and is named after John Marshall, the fourth chief justice of the United States. The university is classified among "R2: Doctoral Universities – High research activity". Enrollment for the 2024 spring semester was 10,833. 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 NCAA Division I, Sun Belt Conference.

**4.2 Scope of Services:** Marshall is considering proposals for snack/food vending only (not cold beverages). Contractors are encouraged to submit proposals showing innovative ideas to enhance the proposed contract.

The successful contractor shall furnish all machines in the quantities requested (See Attachment B for current configuration and locations), along with service, collection, reporting, refunds, commissions and all other items necessary for complete vending service. Vending machines shall be serviced and operated throughout the entire year, but with reduced selection, arrived by mutual agreement between the Director of Business Operations and the contractor, for the summer sessions and institution vacation breaks.

Companies submitting proposals must have the resources now to furnish the quantity, quality and levels of service to meet demands. The ability to provide good, quality service during the entire length of the contract will be a prime factor in the selection of a company to service Marshall University. Bidders must show that their company is fully experienced and has a successful record in operating vending machine service.

The contractor(s) shall provide Marshall with freshly made products. Pull dates should be stamped on all products. Transportation of perishable products shall be done in vehicles equipped according to state health standards to transport perishable products.

The University currently has an exclusive Pouring Rights agreement with Pepsico, Inc . This agreement also includes beverage services for athletic and concession venues. This 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. Complete Pouring Rights contract can be found via https://www.marshall.edu/purchasing/ under contracts.

**4.3 Project Goals and Mandatory Requirements:** Marshall University is soliciting the services of a qualified vendor that has experience and expertise in providing vending machine services. Marshall wishes to obtain interested contractors to install, properly service and maintain, clean and stocked with name brand merchandise, snack vending machines in designated buildings. The chosen company will be expected to create a comprehensive snack vending program that will increase customer satisfaction by providing quality products and state-of-the-art equipment, while achieving growth and profitability in vending sales. This includes the Huntington campus, South Charleston campus and Mid-Ohio Valley campus. The University intends to enter into a contract agreement with the Successful Proposer for a one (1) year period with four (4) optional renewals in one-year increments.

The main objective is to provide attractive, convenient, well-maintained, reasonably priced name brand products in vending machines for the convenience of the campus community in academic, administrative, residence hall and apartment buildings at Marshall University. Contractor must comply with all University policies; audit requirements and state statutes related to purchasing. The selected vendor will be responsible for complete service and management of campus dry good vending machines for Marshall University. The University does have an exclusive Pouring Rights agreement with PepsiCo, which provides vending machines for cold beverages. This agreement also includes beverage services for athletic and dining facilities.

Vendor should describe its approach and methodology to provide the service or solve the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

**4.3.1 Goals and Objectives** – The project goals and objectives are listed below.

**4.3.1.1** Maximize Product Availability and Variety: Ensure a diverse and appealing selection of snacks that meet the preferences and dietary needs of the target customers, maintaining optimal stock levels to minimize outages.

**4.3.1.2** Enhance Customer Satisfaction and Convenience: Provide reliable, easy-to-use machines with quick payment options and prompt restocking services to improve the overall customer experience and encourage repeat usage.

**4.3.1.3** Increase Sales and Revenue: Implement effective placement strategies, promotional initiatives, and inventory management practices to drive higher sales volumes and maximize profitability within the designated location.

**4.3.1.4** Ensure that all specific requirements and expectations related to the maintenance of the card readers are clearly defined and documented within the proposal. The vendor must provide a detailed maintenance plan and agree to all terms within the RFP itself. No separate agreements or negotiations outside the RFP will be accepted, as all commitments must be enforceable and hold the supplier accountable through the formal procurement process.

**4.3.2 Mandatory Project Requirements** – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply with, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

**4.3.2.1 Machines**

**4.3.2.1.1 Locations**

All locations for vending machines shall be the same as present locations unless approved by Marshall. (See Attachment B).

**4.3.2.1.2 Installation**

All machines proposed and approved with card readers shall be installed and operational within the first week of the contract period. Installations shall be scheduled with Marshall University. Contractor must have ability to provide additional machines as requested by the institution should new vending locations be determined during the life of the contract or should new buildings be erected on campus. Any damage done by the contractor or his agents during installation or removal shall be repaired at the contractor's expense.

Please note that all vending machines provided must be Energy Star certified. Using The assists with the University's efforts to reduce energy consumption, lower operating costs, and support our commitment to environmental sustainability. https://www.energystar.gov/products/vending_machines

Additional services required upon installation that were not brought to the attention of Marshall shall be installed at the contractor's expense. The contractor shall be responsible for the cost of installation and removal of machines at contract termination and shall dispose of all trash.

**4.3.2.1.3 Utilities/Functionality**

Marshall will provide all normal utilities within the area served. All bidders may examine utilities serving current machines. Marshall shall be advised in the proposal of any changes required. Every attempt will be made to maintain an uninterrupted source of power. However, Marshall assumes no responsibility for damages due to failure.

**4.3.2.1.4 Service and Maintenance**

The contractor shall provide vending, card readers, and auxiliary equipment maintenance and repair service 24 hours a day, seven days a week to minimize vending equipment downtime should malfunctions be reported. Equipment which cannot be returned to full service within 48 hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service.

The contractor shall be responsible for keeping all machines and equipment in clean and sanitary condition.

The contractor shall dispose of all trash and remove from Marshall University premises during daily service of machines. University dumpsters shall not be used for garbage removal. However, compactors for cardboard disposal are located on campus for the contractor's use. Contractor must break down all boxes before disposal.

The Memorial Student Center, Corbly Hall, Smith Hall, Harris Hall, Drinko Library, Science Hall, Weisburg Applied Engineering Complex, Education Building and all residence halls shall be serviced 3 to 5 days per week, except for University breaks. This schedule is subject to change based on building needs, occupancy, activity, etc. The contractor must abide by all visitation guidelines in the residence halls when servicing or maintaining machines.

All machines can be serviced Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. during the regular academic semesters. During the summer semester, some buildings will not require daily service. In this case, a list of buildings will be provided. The contractor shall be alert to specific equipment which requires product inventory stocking more frequently than once per day to maintain adequate product variety and inventory and to provide satisfactory service 24 hours per day. The contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in a decrease in potential service or sales.

Complaints of unreliable equipment, poor technical service response, or inadequate level of attention shall be made by the Director of Business Operations or representative to the contractor. The contractor must take immediate steps to resolve any and all complaints. The contractor must advise the Director of Business Operations of corrective actions.

**4.3.2.1.5 Damage**

Marshall is not responsible for theft or vandalism to the machines but will cooperate to investigate acts reported to the Marshall Police (696-4357).

**4.3.2.1.6 Schematic Drawings**

Vendor will provide machine specifications and manufacturers' literature on the machines to be provided. Contractor shall provide schematic drawings with photos of examples of other operations showing their configuration and aesthetic setting. Include information on microwave ovens. Energy usage should be included.

**4.3.2.1.7 Machine Condition and Requirements**

All machines must be in excellent operating condition, have excellent appearance and will be debit card ready as per contract requirements. Marshall University will determine additional locations of machines. Electrical power to each location will be furnished by Marshall. Replacement of readers due to malfunction, vandalism, and wear will be the responsibility of the contractor.

Contractor must have ability to provide additional machines and card readers as requested by the institution should new vending locations be determined during the life of the contract or should new buildings be erected on campus.

The machines should be modular or capable of being capped to present an attractive appearance. Replacements of equipment will be made with new machines as required with wear and obsolescence. These replacements shall be made at the request of the Director of Business Operations. Contractor will install microwave, condiments areas and enclosures as needed.

Machines must be capable of accepting multiple forms of payment including cash, debit/credit cards and Marshall campus spending account "Herd Points". Readers must process payments by "contactless tap" for all payments and "magnetic strip swipe" (for debit/credit). Provider must use an approved "all in one" reader accepting all three (3) forms of payment. Payment acceptance should attempt processing in order of campus card, then debit/credit.

It is our preference that all equipment be factory new equipment of the most recent models available. Equipment shall not be more than five years old or manufactured prior to 2020. Machines must meet with the approval of the Director of Business Operations.

All new machines will be equipped with bill validators and must accept any combination of nickels, dimes, and quarters.

Equipment supplied will be a type approved by the National Sanitation Foundation, National Automatic Merchandising Association, or a recognized state or local health department.

All electrically operated vending machines furnished shall be equipped so as to provide thermal overload protection. All machines furnished shall be equipped with all necessary safety devices which shall be maintained in good operating condition at all times, and shall be listed with Underwriters' Laboratories, Inc. All product vending machines must be approved by the National Sanitation Foundation, or other approved testing organization, and the National Automatic Merchandising Association.

Microwave Equipment: Contractor will maintain all microwave ovens used with food vending in satisfactory condition.

**4.3.2.2 Collections**

Collections from all machines shall be made on the day of service. Marshall requires a monthly accounting by machine as outlined in the Financial Terms section of this proposal.

**4.3.2.3 Refund/Out of Order Procedures**

The contractor shall attach to vending machines, information to the user where to report out of order or malfunction complaints, product quality comments or refund requests on cash sales. Complaints, comments, and refund requests should be directed to the Student Center Main Office, Room 2W6, Memorial Student Center, (304) 696-6472. Contractor shall provide and maintain a balance of $100.00 in change in the Memorial Student Center Main Office. The contractor shall make refund exchanges in the Student Center Main Office, as requested, Monday through Friday. Refund balances shall also be provided for both the South Charleston and Mid-Ohio Valley campuses.

**4.3.2.4 Campus 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.

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.

Marshall is continually striving to enhance and/or upgrade the debit card system to provide its community with a state-of-the-art debit card system. Marshall reserves the right to implement or expand the same or similar cards during the life of the agreement.

The card is part of a computerized control system with digitized imaging storage capabilities for identification purposes and debit transactions. The Blackboard System is the property of Marshall. The MU ID Card services include enrollment verification, library identification, debit card service including bookstore purchases, food service, campus vending machines and residence hall laundry facilities. Marshall continues to improve the services available and "user friendliness" of the MU ID Card.

In 2019 Marshall University implemented "mobile IDs" utilizing smart phone wallets. In 2020 Mobile ID became the sole form of University Identification issued to incoming students. Today we operate with a mix of mobile IDs and "contactless" card IDs. No magnetic strip technology is used.

**4.3.2.5 Vehicles**

Trucks or service vehicles used to service the account must be easily identified with company name. Contractor is responsible for contacting the Department of Public Safety to obtain permits for service vehicles to park while servicing machines.

**4.3.2.6 Management, Training and Personnel**

The contractor must maintain adequate staff at all times for efficient operation in servicing and maintaining the account. The contractor shall have the staff and resources to continually provide training for employees in the areas of refrigeration, maintenance, defensive driving, equipment repair and proper sanitation. The contractor will be responsible for the expense of such training. Employees servicing the account must be provided with company uniforms and identification tags, at the contractor's expense, with company and employee name clearly displayed. There shall be no exceptions.

Marshall reserves the right to interview personnel who will service the account. Marshall also reserves the right to require removal of any personnel who, while performing their duties with the account, engage in conduct deemed unprofessional by Marshall.

The contractor will not discriminate against any employee or applicant for employment because of age, race, color, religion, national origin, ancestry, sexual orientation, or sex. The contractor will take affirmative action to ensure that minority applicants are employed, and that they are treated during employment without regard to age, race, color, religion, national origin, ancestry, sexual orientation, or sex.

**4.3.2.7 Signage**

All instructional signage, advertising, etc. shall be provided by the contractor and approved by the Director of Business Operations. Posted advertising shall reference only items and brands being served by the contractor. Signage for machines placed in remote locations should be posted in a more visible area, such as a lobby or first floor of a building.

Professionally produced, vandal resistant, and attractive instructional signage shall be provided on each machine with the following:

A. Name of contractor.

B. Place to report out of order, malfunction, quality comments or refund requests. These shall be to the Student Center Main Office, Room 2W6, Memorial Student Center, (304) 696-6472.

C. Machine identification number.

D. Operating instructions.

### 4.3.2.8 Product Pricing and Selection

Current products and vending prices are attached in Attachment C of this proposal. The listing is a minimum of products which must be offered. Contractors are encouraged to enhance the product listing. Please include food items from your portfolio (sandwiches, hot beverages, soups, etc.

Twenty-five percent (25%) of each snack/food machine should offer healthy options that are whole grain, low calorie, low added sugar & low fat. Contractor shall support and implement industry trends and best practices regarding healthy and nutritious snack products. Examples include, but are not limited to, dried fruit, nuts, trail mixes, protein bars, baked chips, etc.

To keep snack offerings fresh and exciting for all students, we encourage vendor to rotate their products lines seasonally. This could involve introducing new, trendy products that align with current student preferences. To ensure these changes resonate with our study body, vendor is also encouraged to solicit feedback through occasional surveys or sampling campaigns.

Thirty (30) days prior to the commencement of this contract, the contractor shall provide the Director of Operations with a complete proposal for product listing, portion sizes, location, and prices with product invoices to substantiate proposed prices. The Director of Operations shall have final approval of the products offered, portion sizes, locations and prices.

Price increases after the commencement of the contract must be submitted for approval by the Director of Operations and will only be considered if the increase is a pass-through cost from the manufacturer. The supplier increases are to be documented in writing through invoices from said supplier.

### 4.3.2.9 Financial Terms and Reporting

It is the intent of Marshall to structure the contract with a minimum annual guaranteed income (MAGI) or percentage of annual gross revenue collections (PAGR). Contractor will be required to pay in twelve monthly payments.

Gross Revenue shall be defined as the total revenue earned from all sales of vending products, without any allowance or deduction for operational cost, taxes, equipment charges, or other fees, expenses, or payments to suppliers.

Royalty payments on gross revenues for the calendar month shall be paid monthly by the 15th of the month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.

Contractor shall indicate Minimum Annual Guarantee Income (MAGI) in dollars ($) and percentage of annual gross revenue collections (PAGR) in percentage (%) which shall be clearly stated in the submitted proposal, as firm and fixed for the duration of the contract period and any extensions thereof.

The contractor shall maintain separate and distinct records on each unit showing the number and amount of cash vends and number and amount of debit card vends (in order to reconcile payment with Campus I.D. Office). Marshall-wide student card makes purchases more convenient and can increase sales of vending items. I.D. card sales volume is shown in Attachment D. Marshall encourages a proposal that anticipates a greater sales volume. The contractor will receive from Marshall a detailed sales report for the debit card sales and a check for those sales. The contractor will be required to issue a separate check to the Campus I.D. Office for the "System Maintenance Fee." This fee is based on a percentage of debit card sales to help cover Marshall's cost of maintaining the automated computing system and for card transactions. The minimum requirement for 2024-25 is 5% of actual debit card sales. This requirement is subject to change and will be reviewed during the renewal period. The percentage will be determined annually for the life of the contract by mutual agreement of Marshall and the contractor.

Commission checks must be accompanied by an itemized statement listing each machine, gross revenue (cash and debit card vends listed separately), net revenue and commission. The same commission shall apply to all contractor products.

**4.3.2.10 Regulations/Permits/Taxes**

The contractor shall comply with all statutes and regulations of federal, state, county and city governments applicable to the operation of the vending account. The contractor shall pay all taxes and license fees pertaining to the business herein described and obtain at contractor's expense, all necessary permits required by federal, state, county, and city statutes.

**4.3.2.11 Exclusions**

The contractor selected shall have exclusive vending machine concession on the Marshall University campus, except for the following:

A. This agreement does not include copying or duplicating.
B. This agreement does not include laundry.
C. This agreement does not include food service in the following areas:

- Banquet/Catering facilities on second floor of Memorial Student Center
- Campus catering in any building on campus
- Dining halls (upon approval)
- Concessions and catering at athletic events
- Medical education buildings
- Bake sales, etc. sponsored by recognized campus clubs or organizations
- Drinko Coffee Express
- MU Bookstore
- Starbucks

- Any other exclusion must be approved by the University.

**4.3.2.13 Subcontractors**

The contractor who is awarded this contract is required to submit a list of all subcontractors with the proposal. Any subcontract arrangements must be reviewed and approved by Marshall University.

**4.4 Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems like those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

**4.4.1 Qualification and Experience Information**: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

**4.4.1.1** Proposed Management Structure, Operations and Services

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 may be required to be present at the interview.

Organizational chart and the reporting path for the University. Provide a copy of company's organizational chart at corporate, regional, and local levels and supply resumes of local staff that would represent the university account.

The chart should illustrate the proposed management structure for the vending 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 vendor shall provide expert administrative, purchasing, equipment consulting, and personnel supervision.

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.

Operations and Services - Provide general information about operations and how service will be provided. Describe service communication system and response time to service calls that will be provided to Marshall University. Include phone numbers, email, pager numbers, etc.

List route personnel and repair technicians including years of experience in vending trade, who will be assigned to this account to include location of dispatch office.

Identify the training programs and standards for personnel. Provide examples of standard uniform and identification.

Include all information concerning the company's current ability to provide machines and card reader vending capabilities, including the ability to assume costs associated with providing the specified card readers. Marshall utilizes a campus-wide debit vending system using Blackboard Transact Vending Readers to be supplied by the contractor.

Provide your method and frequency of cash collection.

Explain your customer refund policy. The contractor will be responsible for funding the maintenance and upkeep of the card readers. Provide your maintenance plan. Maintenance /repair/replacement of the readers will be coordinated through Marshall and billed at cost to the contractor. Details of the maintenance program will be negotiated as part of the contract.

**4.4.1.2** Product Overview/Brand Portfolio

Provide an itemized listing of product offerings to include brand name, portion size and recommended pricing. The University currently provides snack items only.

**4.4.1.3** Campus ID Card Experience

The University is interested in continuing the campus debit card as a payment method at all point of sale locations. Describe your experience and provide information to meet the University Card Program as it relates to equipment, technology, marketing, and operations.

**4.4.1.4** Marketing Support

The proposal will include a business plan defining the vendor's marketing approach and merchandising policy specific to Marshall. The successful contractor is responsible for a year-round merchandising and marketing program. It is Marshall's intent to explore and pursue innovative ways for individual contractors to support other University initiatives to the mutual benefit of both parties. Such initiatives, along with a brief description and quantification that the contractor feels would be of value to Marshall, should be included with the proposal's submission for consideration. Incentives may include in kind product contributions for events, marketing donations, scholarship contributions, etc.

**4.4.2 Mandatory Qualification/Experience Requirements** – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

**4.4.2.1** Describe your company's overall business philosophy, mission statement, reasons responding to this RFP and how your company is considered a leader in the vending machine industry.

**4.4.2.2** Describe your company's background and experience with operations similar to the University or other business entities.

**4.4.2.3** Describe how your company's Transition Plan is if awarded this contract.

**4.4.2.4** Provide corporate financial statements for fiscal years 2021-22, 2022-23 and 2024-25.

**4.4.2.2 References**

**4.4.2.2.1** **Current Accounts:** Provide five (5) current accounts that are similar in size and nature to the University. The University reservices the right to contact the references. List the following information:

**4.4.2.2.1.1** Client/Account Name and Point of Contact

**4.4.2.2.1.2** Location and address

**4.4.2.2.1.3** Telephone number

**4.4.2.2.1.4** Email address

**4.4.2.2.1.5** Length of account tenure

**4.4.2.2.1.6** Detailed description of services provided

**4.4.2.2.2** **Lost Accounts**: For the past twelve (12) months, provide a listing of all previously held accounts that you have not been selected to retain or were not selected to provide services. List the following information:

**4.4.2.2.2.1** Client/Account Name and Point of Contact

**4.4.2.2.2.2** Location and address

**4.4.2.2.2.3** Telephone number

**4.4.2.2.2.4** Email address

**4.4.2.2.2.5** Length of account tenure

**4.4.2.2.2.6** Detailed description of why the account was not retained or bid not awarded.

**4.1. Oral Presentations (Department Option):** The Department has the option of requiring oral presentations of all Vendors participating in the RFP process. ***If this option is exercised, it would be listed in the Schedule of Events (Section 1.2) of this RFP.*** During oral presentations, Vendors may not alter or add to their submitted proposal but only clarify information. A description of the materials and information to be presented is provided below:

## SECTION 5: VENDOR PROPOSAL

**5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

**5.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

**5.3. Proposal Format:** Vendors should provide responses in the format listed below:

**5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

**5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

**5.3.3. Table of Contents:** Clearly identify the material by section and page number.

**5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

**5.3.5. Proposal Submission:** All proposals must be submitted to the Office of Purchasing **prior** to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Administrative Requirement & Instructions to Bidders Submitting Bids.

## SECTION 6: EVALUATION AND AWARD

**6.1. Evaluation Process**: Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.

**6.2. Evaluation Criteria**: Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of (seventy) 70 of the one hundred (100) points. Cost represents thirty (30) of the one hundred (100) total points.

**6.3. Evaluation Point Allocation:**

| | |
|---|---|
| Project Goals and Proposed Approach (§ 4.3) | |
| - Approach & Methodology to Goals/Objectives (§ 4.3.1) | (15) Points Possible |
| - Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.3.2) | (35) Points Possible |
| Qualifications and experience (§ 4.4) | |
| - Qualifications and Experience Generally (§ 4.4.1) | (15) Points Possible |
| - Exceeding Mandatory Qualification/Experience Requirements (§ 4.4.2) | (5) Points Possible |
| Total Technical Score: | 70 Points Possible |
| Total Cost Score: | 30 Points Possible |

**Total Proposal Score: 100 Points Possible**

**6.4. Technical Bid Opening:** At the technical bid opening, the Office of Purchasing will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Department evaluation committee for technical evaluation.

**6.5. Technical Evaluation:** The Department evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Office of Purchasing.

**6.6. Proposal Disqualification:**

**6.6.1. Minimum Acceptable Score ("MAS"):** Vendors must score a minimum of seventy (70) percent (forty-nine (49) points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

**6.6.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

**6.7. Cost Bid Opening:** The Office of Purchasing will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Office of Purchasing has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Department evaluation committee for cost evaluation.

The Office of Purchasing reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

**6.8. Cost Evaluation:** The Department evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Office of Purchasing.

**Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal determining the number of points allocated to the cost proposal being evaluated.

**Step 1:** Lowest Cost of All Proposals / Cost of Proposal Being Evaluated = Cost Score Percentage

**Step 2:** Cost Score Percentage X Points Allocated to Cost Proposal = **Total Cost Score**

# REQUEST FOR PROPOSAL
(Marshall University and MU26VENDING)

Example:

Proposal 1 Cost is $1,000,000
Proposal 2 Cost is $1,100,000
Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 – $1,000,000 / $1,000,000 = Cost Score Percentage of 1 (100%)
Step 2 – 1 X 30 = Total Cost Score of 30

Proposal 2: Step 1– $1,000,000 / $1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)
Step 2 – 0.909091 X 30 = Total Cost Score of 27.27273

**6.9. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

## SECTION 7: CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State Department that may require registration.

Compass Group USA, Inc by and
through its Canteen Division
(Company)

Chris Taylor, Division President
(Representative Name, Title)

919-608-6009
(Contact Phone/Fax Number)

8/1/25
(Date)

# Attachment A: Pricing Page/Cost Sheet

**Attachment A: Pricing Page**
**MU26VENDING**

**Bidder Name:** ______________________________

| | # | Item | Quantity Required | Financial Consideration | Total Funds |
|---|---|---|---|---|---|
| | | | | | |
| | #0-1 | Minimum Annual Guarantee Income | 1 | | |
| | | | | | |
| | #0-2 | Percentage of Annual Gross Revenue Collections | 1 | | |
| | | | | | |
| | #0-3 | Debit Card Sales Commission | 1 | | |
| | | | | | |
| | #0-4 | All Other Sales Commission | 1 | | |
| | | | | | |
| | #0-5 | ID Office System Maintenance Fee | 1 | | |
| | | | | | |
| | #0-6 | Other Sponsorships and Contributions | 1 | | |
| | | | | | |
| | #0-7 | Annual Marketing/Promotional Funds | 1 | | |
| | | | | | |

# Attachment B: Snack Vending Machine Locations 2025

| Building | Type | Number of Machines |
|---|---|---|
| Advanced Manufacturing Center | Snack | 1 |
| Applied Engineering | Snack | 2 |
| Bio Tech | Snack | 1 |
| Buskirk Hall | Snack | 1 |
| Corbly Hall | Snack | 1 |
| Douglas Center | Snack | 1 |
| Drinko Library | Snack | 2 |
| East Hall | Snack | 1 |
| East Towers | Snack | 1 |
| Fairfield Landing | Snack | 1 |
| Playhouse | Snack | 1 |
| Gibson Hall | Snack | 1 |
| Gullickson Hall | Snack | 1 |
| Harris Hall | Snack | 1 |
| Haymaker Hall | Snack | 1 |
| Education Building | Snack | 1 |
| Morrow Library | Snack | 1 |
| Myers Hall | Snack | 1 |
| North Freshmen | Snack | 1 |
| Old Main | Snack | 1 |

# REQUEST FOR PROPOSAL
## (Marshall University and MU26VENDING)

| Building | Type | Number of Machines |
|---|---|---|
| Pritchard Hall | Snack | 1 |
| School of Pharmacy | Snack | 1 |
| Science Building | Snack | 2 |
| Shipping and Receiving | Snack | 1 |
| Smith Hall | Snack | 2 |
| Sorrell Maintenance | Snack | 1 |
| South Freshmen | Snack | 1 |
| Student Center | Snack | 1 |
| West Towers | Snack | 1 |
| Visual Arts | Snack | 1 |
| Wellman Hall | Snack | 1 |
| Willis Hall | Snack | 1 |
| South Charleston Campus | Snack | 2 |
| | Beverage | 1 |
| Point Pleasant Campus | Snack | 1 |

# Attachment C: Current Products and Pricing

| | |
|---|---|
| Candy | $1.75 |
| Crackers | $1.75 |
| Pastry | $2.00 |
| Chips | $1.75 |
| *Carbonated Beverages | $2.00 |
| *Water | $2.00 |

**Only provided at the South Charleston campus via subcontract with Pepsi-Co.*

# Attachment D: ID Card – 3 Year Sales

| Fiscal Year | Net Sales | Notes |
|---|---|---|
| 2021 – 2022 | $ 1,575.00 | *Covid closure |
| 2022 – 2023 | $ 17,840.06 | |
| 2023 – 2024 | $ 10,214.00 | |

# Attachment E: Snack Vending Sales & Commissions FY21-24 [3-year]

| Fiscal Year | Net Sales | Commissions (20%) |
|---|---|---|
| 21/22 | $40,233.45 | $8,046.65 |
| 22/23 | $49,741.25 | $9,948.29 |
| 23/24 | $61,599.92 | $12,216.23 |

# Attachment F: Vending Machine Specifications & Dimensions

**MU26VENDING**

**Attachment F**
**Marshall Vending Machines**

| Location | Machine Make/Model | Dimensions |
|---|---|---|
| | | |
| Applied Engineering | Large Showcase USI Model | 72X41X34 1/4 |
| Applied Engineering 2 | Mini Showcase Model #112 | 72X33.50X35 |
| BIO Tech | Evoke 10" Touchscreen | 72X41X35.2 |
| Buskirk Hall | Mini Showcase USI Model | 72X35 5/32X34 1/4 |
| Corbley Hall | Large Showcase USI Model | 72X41X34 1/4 |
| Douglass Center | Mini Showcase Model #122 | 72X33.50X35 |
| Drink Library LT | Evoke 10' Touchscreen | 72X41X35.2 |
| Drinko Library RT | Evoke 10' Touchscreen | 72X41X35.2 |
| East Hall | Mini Showcase Model #132 | 72X33.50X35 |
| East Towers | Large Showcase Model #133 | 72X38.88X35 |
| Fairfield Landing | Mini Showcase Model # | 72X35 5/32X34 1/4 |
| Fine Arts | Mini Showcase Model #122 | 72X33.50X35 |
| Gibson Hall | Mini Showcase USI Model | 72X35 5/32X34 1/4 |
| Giullickson Hall | Large Showcase USI Model | 72X41X34 1/4 |
| Harris Hall | Large Showcase USI Model | 72X41X34 1/4 |
| Haymaker | Mini Showcase Model #132 | 72X33.50X35 |
| Jenkins Hall | Mini Showcase USI Model | 72X35 5/32X34 1/4 |
| Morrow Library | Mini Showcase USI Model | 72X35 5/32X34 1/4 |
| Myers Hall | Mini Showcase USIModel | 72X35 5/32X34 1/4 |
| North Residence Hall | Large Showcase Model #123 | 72X39X35 |
| Old Main | Evoke 10' Touchscreen | 72X41X35.2 |
| Pritchard Hall | Mini Showcase Model #122 | 72X33.50X35 |
| Robert C. Byrd Institute | Mini Showcase Model #132 | 72X33.50X35 |
| School of Pharmacy | Mini Showcase USIModel | 72X35 5/32X34 1/4 |
| Sience 2Nd Floor | Mini showcase Model #132 | 72X33.50X35 |
| Science BLD 3RD Floor | Mini Showcase Model #122 | 72X33.50X35 |
| Shipping | Mini Showcase USI Model | 72X35 5/32X34 1/4 |
| Smith Hall 1ST Floor | Evoke 10' Touchscreen | 72X41X35.2 |
| Smith Hall 2ND Floor | Large Showcase USI Model | 72X41X34 1/4 |
| Sorrell Maintenance | Large Showcase USI Model | 72X41X34 1/4 |
| South Residence Hall | Large Showcase Model #123 | 72X39X35 |
| Student Center | Evoke 10' Touchscreen | 72X41X35.2 |
| Towers West | Large Showcase Model #123 | 72X39X35 |
| Visual Arts | Large Showcase USI Model | 72X41X34 1/4 |
| Wellman Hall | Large Showcase Model #123 | 72X39X35 |
| Willis Hall | Large Showcase Model #123 | 72X39X35 |

# Attachment G: Campus Map


## MARSHALL UNIVERSITY HUNTINGTON CAMPUS

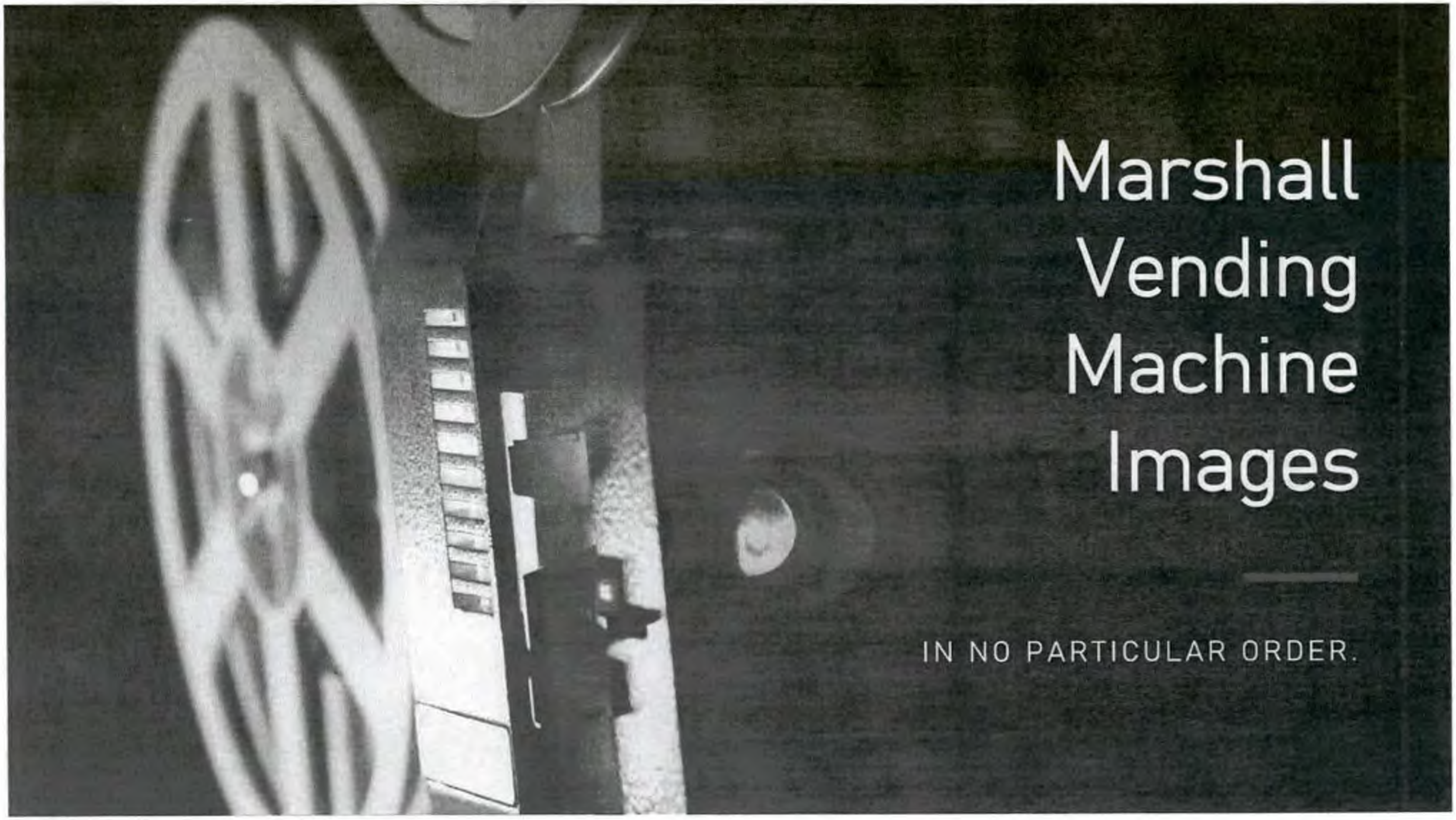
1. Dot Hicks Field
2. Art Warehouse=AW
3. Third Avenue Parking Garage
4. Robert C. Byrd Biotechnology Science Building=BBSC
5. Arthur Weisberg Family Applied Engineering Complex =WAEC
6. Arthur Weisberg Family Engineering Laboratories=EL
7. Chris Cline Athletic Complex
8. Joan C. Edwards Stadium
9. HerdZone Bookstore
10. Sorrell Maintenance Building
11. Multipurpose field
12. Cam Henderson Center=HC
13. Laidley Hall=LA
14. Harris Hall=HH
15. Science Building=S
16. Morrow Library=ML
17. Communications Building=CB
18. Smith Hall=SH
19. Birke Art Gallery
20. Smith Music Hall=SM
21. Freshman North Residence Hall=FN
22. Freshman South Residence Hall=FS
23. Gullickson Hall=GH
24. East Hall (INTO Center)=EH
25. Prichard Hall=PH
26. Buskirk Hall = BU
27. Old Main=OM
28. Recreation Center=RC
29. Brian D. Fox Tennis Center
30. Education Building=EB
31. Memorial Fountain
32. John Marshall Statue
33. Drinko Library=DL
34. Twin Towers=TT
35. Holderby Hall=HY
36. One Room Schoolhouse
37. Campus Christian Center
38. Memorial Student Center=MSC
39. Campus Bookstore
40. Corbly Hall=CH
41. Bliss Charles Public Safety Building
42. Harless Dining Hall
43. Career Services Center
44. Jomie Jazz Center=JJ
45. Joan C. Edwards Performing Arts Center=PAC
46. Brad D. Smith Foundation Hall/Erickson Alumni Center
47. Marshall Newman Center
48. Joseph M. Gillette Welcome Center
49. Wilber E. Myers Hall
50. Marshall Commons (Gibson Hall)=MC
51. Marshall Commons (Willis Hall)=MC
52. Marshall Commons (Wellman Hall)=MC
53. Marshall Commons (Haymaker Hall)=MC
54. Sixth Avenue Parking Facility

## OFF CAMPUS LOCATIONS

Forensic Science • 1401 Forensic Science Drive • Huntington, WV 25701-3628
Department of Dietetics, located within Huntington's Kitchen, 911 3rd Ave, Huntington, WV 25701
School of Pharmacy • 1542 Spring Valley Drive • Huntington, WV 25704
School of Physical Therapy • 2847 5th Avenue • Huntington, WV 25702
Hoops Family Veterans Memorial Soccer Complex • 2560 5th Avenue • Huntington, WV 25703
Visual Arts Center • 927 3rd Avenue • Huntington, WV 25701

revised 7/2020

# Attachment H: Photos of Vending Machine Locations


Marshall
Vending
Machine
Images
IN NO PARTICULAR ORDER.


FOR SERVICE
304-766-8846
refuel
refresh
rejuvenate
PRESS SELECTION TO
DISPLAY CASH PRICE
Crush
PEPSI


Doritos
PARTY MIX
CHEEZ IT
POTATO SKINS
LIFE SAVERS
Skittles
BIG TEXAS
PUSH

# Kopp Hall Vending Machine

# Douglass Center Vending Machine

# The Landing Vending Machine

# VAC Vending Machine

# Harris Hall Vending Machine

# WAEC Vending Machines

# Corbly Hall Vending Machine

# Shipping and Receiving Vending Machine

# Sorrell Maintenance Vending Machine

# Prichard Hall Vending Machine

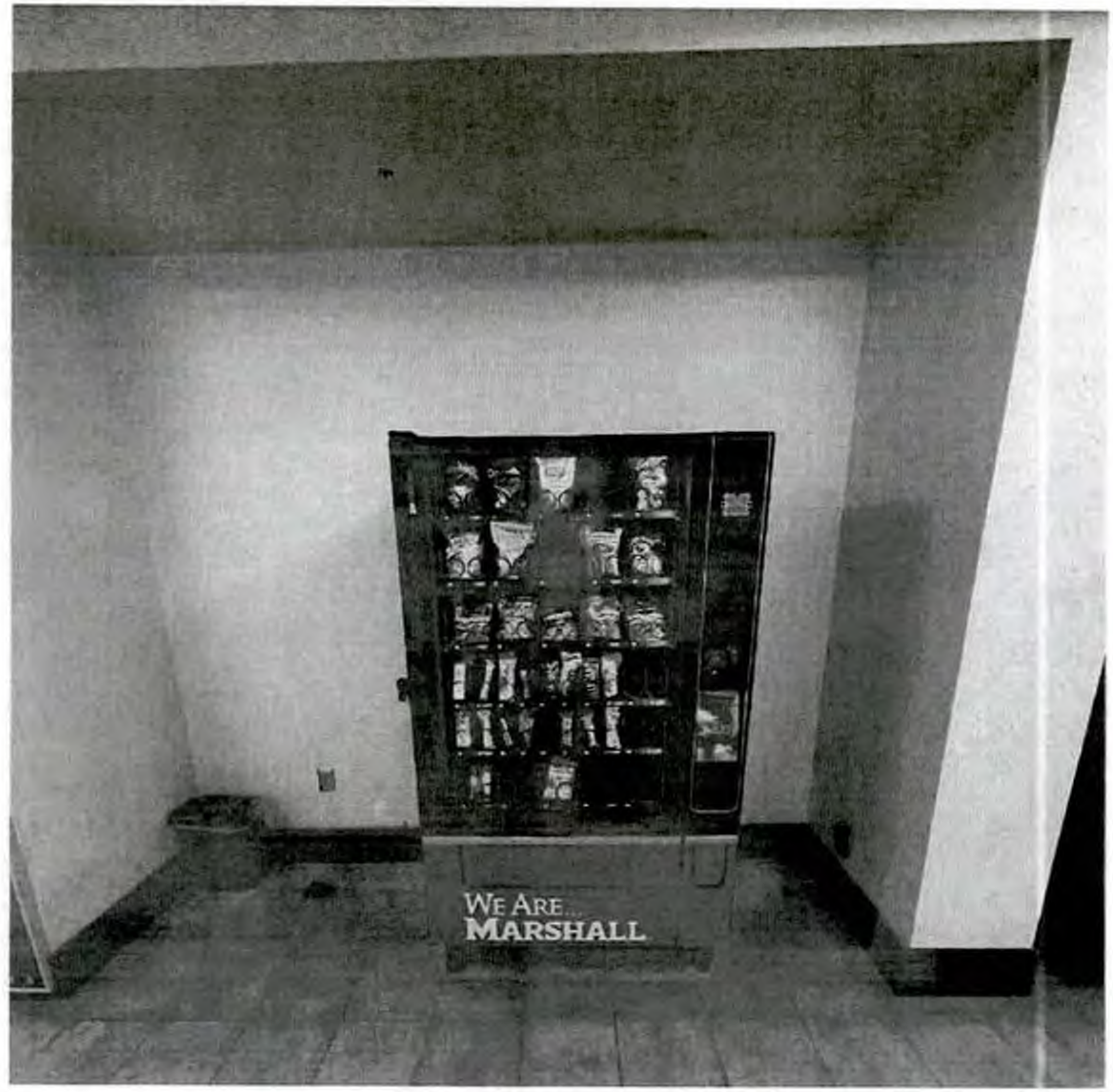
# Old Main Vending Machine

# Education Building Vending Machine

# Playhouse Vending Machine

# Gullickson Hall Vending Machine

# Bio Tech Building Vending Machine



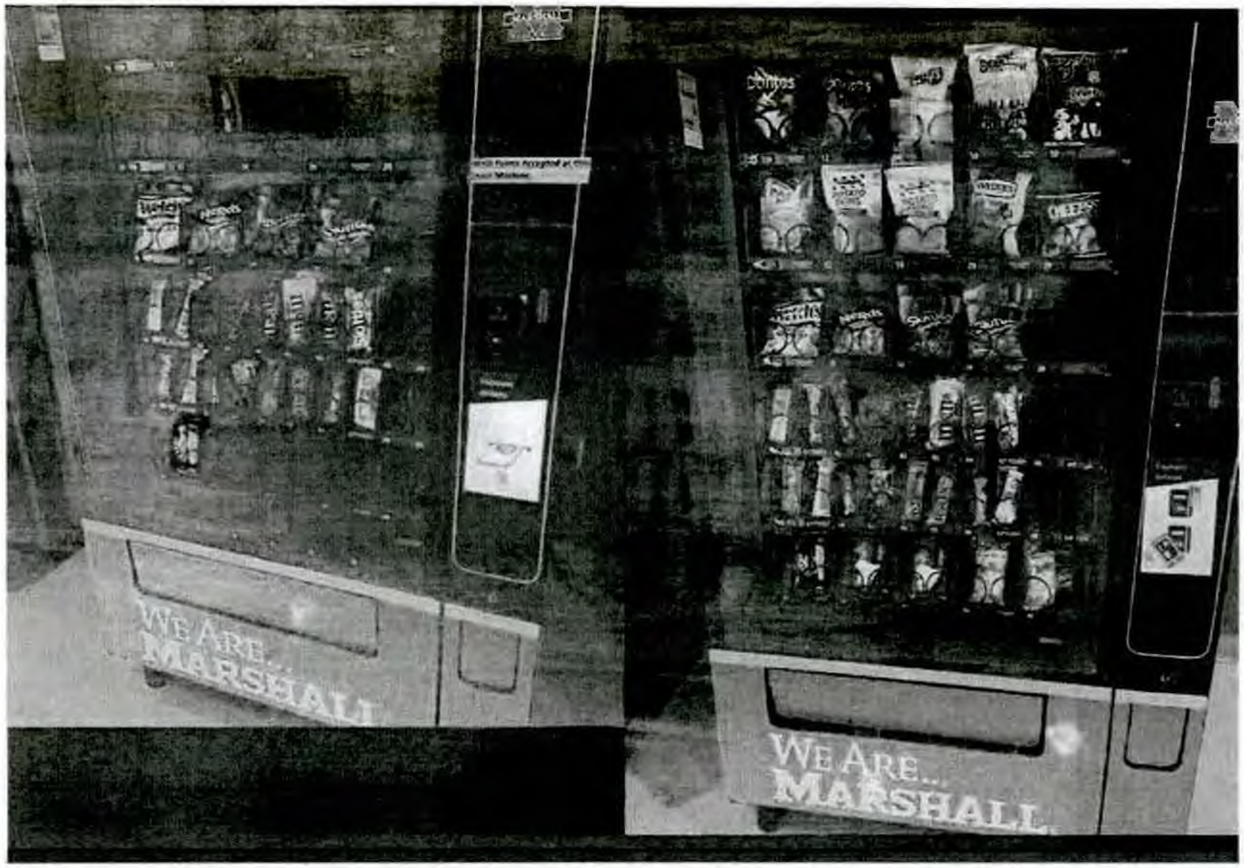
# Buskirk Vending Machine

# Memorial Student Center Vending Machine


Smith Hall
Vending
Machines

# East Hall Vending Machine

# Morrow Library Vending Machine




# Drinko Library Vending Machines

# Myers Hall Vending Machine


# Willis Hall Vending Machine

# Gibson Hall Vending Machine


# Haymaker Hall Vending Machine

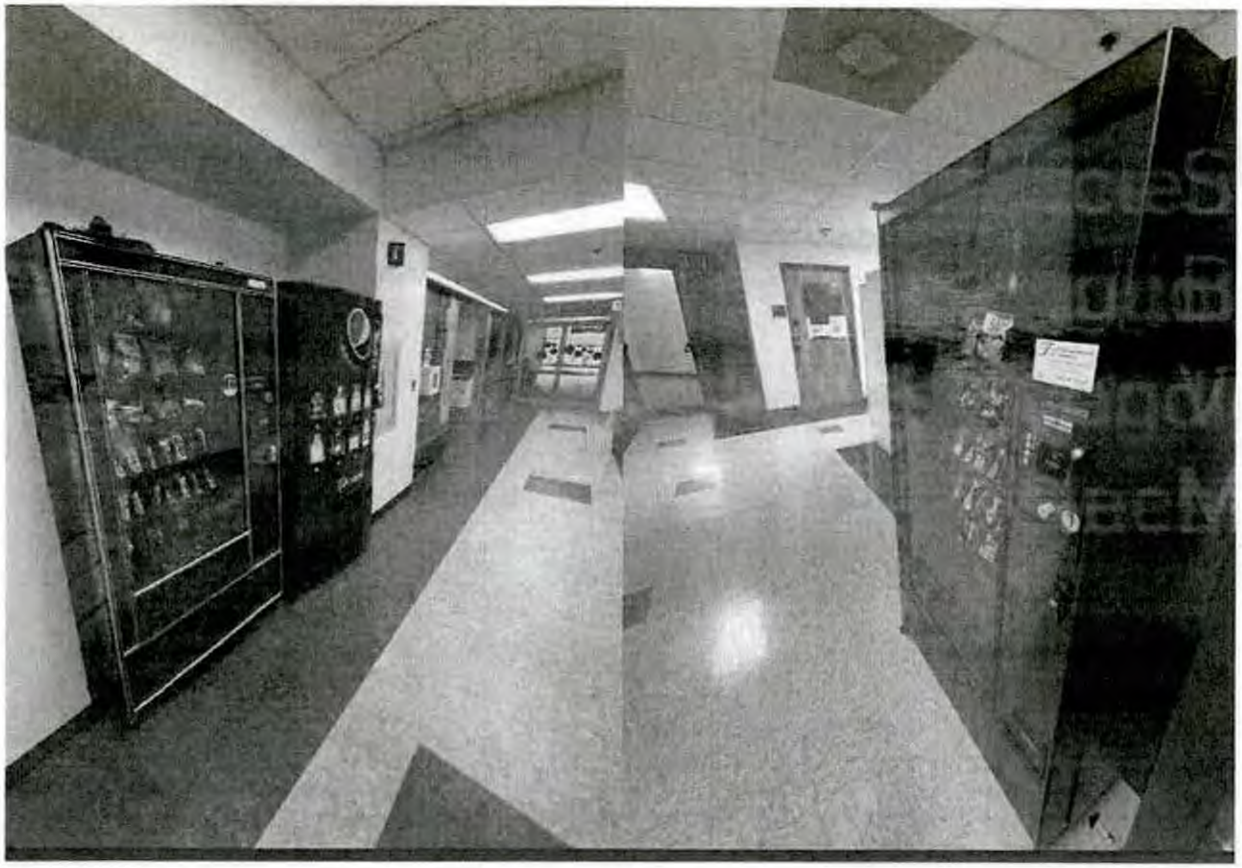
# Wellman Hall Vending Machine

# Freshmen North Vending Machine

# Freshmen South Vending Machine


# Towers East Vending Machine


# Towers West Vending Machine



# Science Building Vending Machines

# South Charleston Campus Vending Machine

# Point Pleasant Campus Vending Machine

**REQUEST FOR PROPOSAL**
(Marshall University and MU26VENDING)

# Attachment I: Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.**

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: ______________________________

Authorized Signature: ______________________________ Date: ____________________

State of ____________________

County of ____________________, to-wit:

Taken, subscribed, and sworn to before me this ___ day of ____________________, 20___.

My Commission expires ____________________, 20___.

**AFFIX SEAL HERE** NOTARY PUBLIC ____________________

# Attachment J: Drug-Free Workplace Affidavit

**State of West Virginia**
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**
***West Virginia Code* §21-1D-5**

I, ________________________, after being first duly sworn, depose and state as follows:

1. I am an employee of ________________________________; and,
(Company Name)

2. I do hereby attest that ________________________________
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with ***West Virginia Code*** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: ________________________________

Signature: ________________________________

Title: ________________________________

Company Name: ________________________________

Date: ________________________________

STATE OF WEST VIRGINIA,

COUNTY OF ____________________________, TO-WIT:

Taken, subscribed and sworn to before me this _____day of _____________, _________.

By Commission expires __________________________

(Seal)

________________________________
(Notary Public)

**WV-72**
**Approved / Revised 08/01/15**

State of West Virginia
Purchasing Division

# CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with ***West Virginia Code*** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than $25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of $25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: ______________________________

Contract Purpose: ______________________________

Agency Requesting Work: ______________________________

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of ***West Virginia Code*** § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: ______________________________

Vendor Address: ______________________________

______________________________

______________________________

Vendor Telephone: ____________________

Vendor Fax: ____________________

Vendor E-Mail: ____________________

# Attachment K: Disclosure of Interested Parties to Contracts

West Virginia Ethics Commission

# Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of $1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

(1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
(2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
(3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.*

West Virginia Ethics Commission

# Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

**Name of Contracting Business Entity:** ______________ Address: ______________

______________

**Name of Authorized Agent:** ______________ Address: ______________

**Contract Number:** ______________ Contract Description: ______________

**Governmental agency awarding contract:** ______________

☐ **Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below *(attach additional pages if necessary)*:

1. **Subcontractors or other entities performing work or service under the Contract**

   ☐ Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

   ☐ Check here if none, otherwise list entity/individual names below.

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

   ☐ Check here if none, otherwise list entity/individual names below.

Signature: ______________ Date Signed: ______________

## *Notary Verification*

State of ______________, County of ______________:

I, ______________, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this ______ day of ______________, _____.

______________

Notary Public's Signature

***To be completed by State Agency:***

Date Received by State Agency: ______________

Date submitted to Ethics Commission: ______________

Governmental agency submitting Disclosure: ______________

# Attachment L: Required Documents Checklist

- Bid Cover Page
- Addendum Cover Page(s)
- Addendum Acknowledgement Page(s)
- Marshall University General Terms & Conditions
- Section 7: Certification and Signature Page
- Cost Submission (*separate sealed envelope or electronically submitted document*) [see Attachment A]
- Purchasing Affidavit [see Attachment I]
- Drug-Free Workplace Conformance Affidavit [see Attachment J]
- Disclosure of Interested Parties to Contracts [see Attachment K]
- Business License for the City of Huntington
- Business License for the state of West Virginia
- Certificates of Insurance

## Attachment M: Bonfire Instructions

MARSHALL UNIVERSITY

**MU26VENDING**

# Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

## 1. Prepare your submission materials:

## Requested Information

| Name | Type | # Files | Requirement |
|---|---|---|---|
| Proposal | File Type: PDF (.pdf) | Multiple | Required |

**Requested Documents:**

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

## 2. Upload your submission at:

**https://marshall.bonfirehub.com/opportunities/189488**

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jul 03, 2025 3:30 PM EDT.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

**Important Notes:**

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

**Need Help?**

Marshall University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at **Support@GoBonfire.com** for technical questions related to your submission. You can also visit their help forum at **https://vendorsupport.gobonfire.com/hc/en-us**

| **Request for Proposal** Addendum No. 01 | Marshall University<br>Office of Purchasing<br>One John Marshall Drive<br>Huntington, WV 25755-4100<br>Direct all inquiries regarding this order to: (304) 696-3056 | **Bid#** MU26VENDING – Addendum No. 01 |
|---|---|---|

**Vendor:**

**For information call:**
**Purchasing Contact:** Leeann Lemon
**Phone:** (304) 696-3056
**Email:** bidquestions@marshall.edu

Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

| DATE | MANDATORY VIRTUAL PRE-BID MEETING: | DEPARTMENT REQUISITION NO. | BIDS OPEN: | BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID |
|---|---|---|---|---|
| 07/03/2025 | | MU26VENDING | 08/05/2025 at 3:00 p.m., EST. Broadcast via Teams at link listed below. https://tinyurl.com/MU26VENDING-Bid-Opening | |

| Item # | Quantity | Description | Unit Price | Extended Price |
|---|---|---|---|---|
| | | ADDENDUM NO. 01<br><br>Project Name: MU26VENDING<br>Vending Machine Program and Services<br>MARSHALL UNIVERSITY – HUNTINGTON, WV<br><br>1. Provide a Request for Proposal revised Schedule of Events.<br><br>**Technical & Cost Bid Submission Deadline** - 08/05/2025 at 2:59 p.m., EST<br><br>**Technical Submission Opening** – August 5, 2025, at 3:00 p.m., EST and via Microsoft Teams at the following link: https://tinyurl.com/MU26VENDING-Bid-Opening<br><br>**Cost Submission Opening** – To be determined (TBD) | | |
| | | | **Total** | |

**To the Office of Purchasing,**
**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 not applicable within ______ days

FOB After receipt of order at address shown

Terms ______

Bidder's name Vendor: Compass Group USA, Inc. by and through its Canteen Division
Signed By: [signature]
Typed Name: Chris D. Taylor
Title: Division President
Email: christopher.taylor@compass-usa.com
Street Address: 3112 Horseshoe Drive, Suite 100
City/State/Zip: Charlotte NC 28208
Date: 8/1/25 Phone: 919-668-6009
Fein: 56-1874931

BOG 43

## SOLICITATION NUMBER: MU26VENDING

### Addendum Number:01

The purpose ofthis addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- [x] Modify bid opening date and time
- [ ] Modify specifications of product or service being sought
- [ ] Attachment of vendor questions and responses
- [ ] Attachment of pre-bid sign-in sheet
- [ ] Correction of error
- [x] Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Provide a Request for Proposal revised Schedule of Events

**NO OTHER CHANGES.**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR PROPOSAL
**MU26VENDING**
**Vending Machine Program and Services**

## ADDENDUM NO 01 ATTACHMENT A

This Addendum is issued to provide a Request for Proposal revised Schedule of Events.

**1.2 RFP Schedule of Events:**

| | |
|---|---|
| Answers to Technical Questions - Addendum Issued | by 07/22/2025 |
| Technical Bid Submission Deadline | 08/05/2025 at 2:59 p.m. |
| Cost Bid Submission Deadline | 08/05/2025 at 2:59 p.m. |
| Technical Bid Opening Date | 08/05/2025 at 3:00 p.m. |
| Technical Evaluation Begins | 08/05/2025 |
| Cost Bid Opening | TBD |
| Cost Evaluation Begins | TBD |
| Contract Award Made | *anticipated* 09/01/2025 |

Revised 10/27/2014

**ADDENDUM ACKNOWLEDGEMENT**
**FORM SOLICITATION NO.: 01**

MU26VENDING

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

| | |
|---|---|
| ☑ Addendum No. 1 | ☐ Addendum No. 6 |
| ☐ Addendum No. 2 | ☐ Addendum No. 7 |
| ☐ Addendum No. 3 | ☐ Addendum No. 8 |
| ☐ Addendum No. 4 | ☐ Addendum No. 9 |
| ☐ Addendum No. 5 | ☐ Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Compass Group USA, Inc. by and through its Canteen Division

Company

Authorized Signature Chris D. Taylor, Division President

8/1/25

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

| **Request for Proposal** Addendum No. 02 | MARSHALL UNIVERSITY | Marshall University<br>Office of Purchasing<br>One John Marshall Drive<br>Huntington, WV 25755-4100<br>Direct all inquiries regarding this order to: (304) 696-3056 | **Bid#**<br>MU26VENDING – Addendum No. 02 |
|---|---|---|---|

**Vendor:**

For information call:
**Purchasing Contact:** Leeann Lemon
Phone: (304) 696-3056
Email: bidquestions@marshall.edu

Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

| DATE | MANDATORY VIRTUAL PRE-BID MEETING: | DEPARTMENT REQUISITION NO. | BIDS OPEN: | BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID |
|---|---|---|---|---|
| 07/21/2025 | | MU26VENDING | 08/05/2025 at 3:00 p.m., EST. Broadcast via Teams at link listed below https://tinyurl.com/MU26VENDINGBIDOPEN | |

| Item # | Quantity | Description | Unit Price | Extended Price |
|---|---|---|---|---|
| | | **ADDENDUM NO. 02**<br><br>Project Name: MU26VENDING<br>Vending Machine Program and Services<br>MARSHALL UNIVERSITY – HUNTINGTON, WV<br><br>1. Provide the Mandatory Pre-bid Attendance Sheet.<br>2. Provide responses to the technical questions. | | |
| | | | **Total** | |

To the Office of Purchasing,
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 *Not applicable* within ____ days

FOB After receipt of order at address shown

Terms ____

Bidder's name Vendor: Compass Group USA, Inc. by and through its Canteen Division
Signed By: [signature]
Typed Name: Chris D. Taylor
Title: Division President
Email: christopher.taylor@compass-usa.com
Street Address: 3112 Horseshoe Lane, Suite 100
City/State/Zip: Charlotte, NC 28208
Date: 8/1/25
Phone: 919-608-6000
Fein: 56-1874931

BOG 43

## SOLICITATION NUMBER: MU26VENDING

## Addendum Number:02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- [ ] Modify bid opening date and time
- [ ] Modify specifications of product or service being sought
- [x] Attachment of vendor questions and responses
- [x] Attachment of pre-bid sign-in sheet
- [ ] Correction of error
- [ ] Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Provide the Mandatory Pre-Bid Attendance Sheet.

2. Provide responses to the technical questions.

**NO OTHER CHANGES.**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR PROPOSAL
**MU26VENDING**
**Vending Machine Program and Services**

## ADDENDUM 02 ATTACHMENT A

This Addendum is issued to provide the Mandatory Virtual Pre-bid Attendance Sheet.

Revised 10/27/2014

**ATTACHMENT A**
**MU26VENDING**

1. Summary

| | |
|---|---|
| Meeting title | MU25VENDING: Mandatory Virtual Pre-Bid Conference |
| Attended participants | 7 |
| Start time | 6/12/25, 8:40:42 AM |
| End time | 6/12/25, 9:35:16 AM |
| Meeting duration | 54m 34s |
| Average attendance time | 33m 38s |

2. Participants

| Name | First Join | Last Leave | In-Meeting | Email | Participant ID (UPN) | Role |
|---|---|---|---|---|---|---|
| Lemon, Leeann | 6/12/25, 8:55:00 AM | 6/12/25, 9:35:14 AM | 40m 14s | lemonl@marshall.edu | lemonl@marshall.edu | Organizer |
| Vickki Steck (External) | 6/12/25, 8:54:51 AM | 6/12/25, 9:35:14 AM | 40m 22s | vsteck@AVIFoodsystems.com | vsteck@avifoodsystems.com | Presenter |
| Ralph Sanese (Unverified) | 6/12/25, 8:56:34 AM | 6/12/25, 9:35:16 AM | 38m 42s | | | Presenter |
| Carter, Tootie | 6/12/25, 9:00:04 AM | 6/12/25, 9:35:15 AM | 35m 10s | carterw@marshall.edu | carterw@marshall.edu | Presenter |
| Wybieralla, Michael | 6/12/25, 9:04:58 AM | 6/12/25, 9:35:15 AM | 30m 16s | Michael.Wybieralla@compass-usa.com | Michael.Wybieralla@compass-usa.com | Presenter |
| Craighead, Jessie | 6/12/25, 9:05:37 AM | 6/12/25, 9:35:16 AM | 29m 39s | Jessie.Craighead@compass-usa.com | Jessie.Craighead@compass-usa.com | Presenter |
| Billy Uldrich (Unverified) | 6/12/25, 9:14:12 AM | 6/12/25, 9:35:16 AM | 21m 4s | | | Presenter |

3. In-Meeting Activities

| Name | Join Time | Leave Time | Duration | Email | Role |
|---|---|---|---|---|---|
| Lemon, Leeann | 6/12/25, 8:55:00 AM | 6/12/25, 9:35:14 AM | 40m 14s | lemonl@marshall.edu | Organizer |
| Vickki Steck (External) | 6/12/25, 8:54:51 AM | 6/12/25, 9:35:14 AM | 40m 22s | vsteck@AVIFoodsystems.com | Presenter |
| Ralph Sanese (Unverified) | 6/12/25, 8:56:34 AM | 6/12/25, 9:35:16 AM | 38m 42s | | Presenter |
| Carter, Tootie | 6/12/25, 9:00:04 AM | 6/12/25, 9:35:15 AM | 35m 10s | carterw@marshall.edu | Presenter |
| Wybieralla, Michael | 6/12/25, 9:04:58 AM | 6/12/25, 9:35:15 AM | 30m 16s | Michael.Wybieralla@compass-usa.com | Presenter |
| Craighead, Jessie | 6/12/25, 9:05:37 AM | 6/12/25, 9:35:16 AM | 29m 39s | Jessie.Craighead@compass-usa.com | Presenter |
| Billy Uldrich (Unverified) | 6/12/25, 9:14:12 AM | 6/12/25, 9:35:16 AM | 21m 4s | | Presenter |

REQUEST FOR PROPOSAL
**MU26VENDING**
**Vending Machine Program and Services**

**ADDENDUM 02 ATTACHMENT B**

This Addendum is issued to provide responses to the technical questions.

Revised 10/27/2014

Request for Bid: MU26VENDING
Vending Services
**Technical Questions and Answers**

## ADDENDUM 02 ATTACHMENT B

**Q1.** Since your last RFP, I've noticed that prices for students have increased on a per unit basis, and student enrollment has also gone up. Despite these increases, snack sales appear to have decreased. What do you attribute this decline in snack sales to? Additionally, have you seen similar decreases in bookstore sales, beverage vending, and laundry sales collections following the rise in enrollment?

**A1.** This may be due to the variety of food and snack options provided by Sodexo. Students with meal plans now have multiple choices across three dining facilities, a convenience store, and two coffee shops. Additionally, the hours of operation run from 7:00 AM to midnight. With regard to bookstore sales, beverage vending, and laundry sales collections this question is not relevant to this solicitation. However, sales were up from FY22/23 to FY23/24.

**Q2.** I'm also curious about your current pricing. Is it in parity with retail pricing within your dining locations?

**A2.** No

**Q3.** Are students expressing interest in adding fresh food vending options? Do you think offering fresh food vending could help drive revenue back to vending?

**A3.** Not to the University's knowledge. However, students do express interest in more fresh food offerings within dining venues, as well as items that are healthy, low-calorie, gluten-free, etc. There is potential that offering fresh food vending could help drive revenue back to vending.

**Q4.** Currently the program is 100% driven by vending, is there an interest in other innovative solutions to retail snacks that are proven on similar campuses to drive more revenue?

**A4.** Yes, the University is open to any type of innovation solutions.

**Q5.** Regarding the 25% healthy offering, will this be a new program? If it is currently offered, could you share which items in your machines are considered "healthy"?

> **A5.** No, offering healthy selections is not a new program. All offer healthy options.

**Q6.** Is the current planogram of snack items a good reflection of what the University considers healthy?

> **A6.** The University does not provide input in the current planogram of snack items in the vending machines.

**Q7.** Do you believe your vending program is a good extension of your campus dining program?

> **A7.** Yes

**Q8.** Could you provide clarity on the statement "Unit prices shall prevail in cases of a discrepancy in the Vendor's bid"? Does it mean that the current pricing shared in the RFP must remain the same?

> **A8.** If you are referring to Section 14 of the Instructions to Vendors, the intent of this section appears to be that, in the event of a mathematical discrepancy in the Total Bid Amount, the Unit Price will take precedence.

**Q9.** Regarding refund/out of order procedures, how is this process conducted now? How satisfied are you with it, and would you like to see any changes?

> **A9.** The main office for student operations, located in the Memorial Student Center, is the point of contact for refunds. When a customer experiences an issue, they either visit or call the office, and we issue the refund. The vendor supplies and replenishes refund money as needed. This process is currently working well.

**Q10.** Do you consider your current equipment to meet the standards of excellent operating condition, excellent appearance?

> **A10.** Yes

**Q11.** When was the last time the current equipment on campus was upgraded?

> **A11.** Over the past five years, all machines have become equipped with all-in-one card readers and several included digital screens. This work was completed in collaboration with the manufacturer, Blackboard, and the vendor.

**Q12.** For the campus card program, how many pieces of vending snack equipment currently have student card readers? For comparison purposes, how many of your beverage machines have student card readers?

**A12.** All snack and beverage machines have card readers.

**Q13.** In the last three years of this agreement, has the minimum annual guarantee ever been exceeded?

**A13.** The last three years have been based on a percentage of sales, not a minimum guarantee.

**Q14.** Could you provide the current rates for the following:

- Minimum Annual Guarantee Income
- Debit Card Sales Commission
- All Other Sales Commission
- ID Office System Maintenance Fee
- Other Sponsorships and Contributions
- Annual Marketing/Promotional Funds

**A14.** See below:

- **Minimum Annual Guarantee Income:** Based on % of sales, not a guarantee.
- **Debit Card Sales Commission:** See Attachment N – *Debit Card Sales & Commissions (3 year)*
- **All Other Sales Commission:** Please refer to Attachment E in the Request for Proposal and also attached – *Snack Vending Sales & Commissions (3 year)*
- **ID Office System Maintenance Fee:** The maintenance fee is 5% of campus card sales. See Attachment O – *ID Maintenance Fees (3 year)*
- **Other Sponsorships and Contributions:** The vendor provides at no cost to the University a variety of snack items for the University's Community Cares Projects (800 participants). Other creative sponsorship opportunities will be considered.
- **Annual Marketing/Promotional Funds:** The University does not designate or budget for annual marketing/promotional funds.

**Q15.** In financial return back to the campus. Is it of greater interest for the annual minimum guarantee or growing total income back to the University?

**A15.** See Section 4.3.2.9 of the Request for Proposal and also copied below.

*4.3.2.9 Financial Terms and Reporting*

***It is the intent of Marshall to structure the contract with a minimum annual guaranteed income (MAGI) or percentage of annual gross revenue collections (PAGR). Contractor will be required to pay in twelve monthly payments.***

***Gross Revenue shall be defined as the total revenue earned from all sales of vending products, without any allowance or deduction for operational cost, taxes, equipment charges, or other fees, expenses, or payments to suppliers.***

***Royalty payments on gross revenues for the calendar month shall be paid monthly by the 15th of the month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.***

***Contractor shall indicate Minimum Annual Guarantee Income (MAGI) in dollars ($) and percentage of annual gross revenue collections (PAGR) in percentage (%) which shall be clearly stated in the submitted proposal, as firm and fixed for the duration of the contract period and any extensions thereof.***

*The contractor shall maintain separate and distinct records on each unit showing the number and amount of cash vends and number and amount of debit card vends (in order to reconcile payment with Campus I.D. Office). Marshall-wide student card makes purchases more convenient and can increase sales of vending items. I.D. card sales volume is shown in Attachment D. Marshall encourages a proposal that anticipates a greater sales volume. The contractor will receive from Marshall a detailed sales report for the debit card sales and a check for those sales. The contractor will be required to issue a separate check to the Campus I.D. Office for the "System Maintenance Fee." This fee is based on a percentage of debit card sales to help cover Marshall's cost of maintaining the automated computing system and for card transactions. The minimum requirement for 2024-25 is 5% of actual debit card sales. This requirement is subject to change and will be reviewed during the renewal period. The percentage will be determined annually for the life of the contract by mutual agreement of Marshall and the contractor.*

*Commission checks must be accompanied by an itemized statement listing each machine, gross revenue (cash and debit card vends listed separately), net revenue and commission. The same commission shall apply to all contractor products.*

**Q16.** Understanding there is a singular beverage location included in the current services. Why does this exist outside of the current beverage agreement?

**A16.** If you are referring to the South Charleston campus, AVI Food Systems assumed responsibility for the beverage vending services previously managed by PepsiCo. This transition took place as PepsiCo begins to phase out its beverage vending operations and has engaged AVI to assume and fulfill these services

**Q17.** What has been the feedback from the student body in reference to the current snack vending program? How is that measured?

**A17.** Currently, there is no feedback mechanism in place.

Page | 4

**Q18.** Why is your current campus dining service provider not operating your vending services?

**A18.** The dining vendor chose not to bid on the vending contract.

**Q19.** Post award and prior to the new program implementation, will there be an opportunity to survey the campus to look at remapping current locations to add additional vending placements to best serve the campus?

**A19.** Yes

**Q20.** Who comprises the team that makes this decision?

**A20.** The solicitation team is comprised of key internal Marshall University team members.

**Q21.** What are each of those team member key goals in this process?

**A21.** The solicitation team is responsible for ensuring that a competitive, compliant and compelling solicitation is prepared for publishing/posting. The solicitation team is also responsible for reviewing and evaluating qualified submission/proposals, and then recommending to whom the bid is awarded.

**Q22.** Could you share a current example of a monthly commission report and what data is broken down by machine?

**A22.** See Attachment P – *Sample Monthly Report*

**Q23.** What would you like to see from a reporting and auditing standpoint on commissions and sales data?

**A23.** In addition to the sales/commission breakdown, year-to-date information would be an appropriate addition.

**Q24.** Based on the previous vending agreement amendment post covid the past minimum guarantee was removed. Has that been reinstated? If so, has that been applied to FY24/25 and what were the total dollars shared with the University?

**A24.** The minimum guarantee has not been reinstated. The guarantee was not removed.

**Q25.** Based on the revenue numbers reported for FY23/24 it's important to understand where those numbers landed in this most recent FY24/25. What were the total vending sales, commission percentage, and commission dollars shared back to the University for FY24/25?

**A2.5** The total sales ending June 30, 2025 were $75.638.00.

--END OF DOCUMENT--

**ADDENDUM ACKNOWLEDGEMENT**
**FORM SOLICITATION NO.:** 02

MU26VENDING

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- [ ] Addendum No. 1
- [x] Addendum No. 2
- [ ] Addendum No. 3
- [ ] Addendum No. 4
- [ ] Addendum No. 5
- [ ] Addendum No. 6
- [ ] Addendum No. 7
- [ ] Addendum No. 8
- [ ] Addendum No. 9
- [ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Compass Group USA, Inc. by and through its Canteen Division

Company

Signed by:

0CEB354 1BA4D4C8

Authorized Signature    Chris D. Taylor, Division President

8/4/2025

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.**

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Compass Group USA, Inc. by and through its Canteen Division

Authorized Signature: _______ Date: 8/1/25
Chris Taylor, Division President

State of North Carolina

County of Mecklenburg, to-wit:

Taken, subscribed, and sworn to before me this 1 day of August, 2025.

My Commission expires December 2, 2026.

**AFFIX SEAL HERE** NOTARY PUBLIC _______

S. LYNN LOGAN
NOTARY PUBLIC
MECKLENBURG COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 12/2/2026

*Purchasing Affidavit (Revised 01/19/2018)*

WV-73
Approved / April 30, 2020

**State of West Virginia**
**DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT**
***West Virginia Code* §21-1D-5**

I, Chris D. Taylor, after being first duly sworn, depose and state as follows:

1. I am an employee of Compass Group USA, Inc. by and through its Canteen Division; and,
(Company Name)
2. I do hereby attest that Compass Group USA, Inc. by and through its Canteen Division
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with ***West Virginia Code*** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Chris D. Taylor

Signature:

Title: Division President

Company Name: Compass Group USA, Inc. by and through its Canteen Division

Date: 8/1/25

STATE OF NORTH CAROLINA,

COUNTY OF Mecklenburg, TO-WIT:

Taken, subscribed and sworn to before me this 1 day of August, 2025.

By Commission expires, December 2, 2026

(Seal)

(Notary Public)

S. LYNN LOGAN
NOTARY PUBLIC
MECKLENBURG COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 12/2/2026

Rev. July 7, 2017

West Virginia Ethics Commission

***Not Applicable***
***Contract will not have an actual or estimated value of $1 million or more.***

# Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of $1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

(1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
(2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
(3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: __ethics@wv.gov__; website: __www.ethics.wv.gov__.*

*Revised June 8, 2018*

West Virginia Ethics Commission

# Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

**Name of Contracting Business Entity:** ____________ **Address:** ____________

____________

**Name of Authorized Agent:** ____________ **Address:** ____________

**Contract Number:** ____________ **Contract Description:** ____________

**Governmental agency awarding contract:** ____________

☐ **Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below *(attach additional pages if necessary)*:

1. **Subcontractors or other entities performing work or service under the Contract**

   ☐ Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

   ☐ Check here if none, otherwise list entity/individual names below.

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

   ☐ Check here if none, otherwise list entity/individual names below.

***Not Applicable***

***Contract will not have an actual or estimated value of $1 million or more.***

Signature: ____________ Date Signed: ____________

## *Notary Verification* *N/A*

State of ____________, County of ____________:

I, ____________, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this ________ day of ____________, ______.

____________

Notary Public's Signature

***To be completed by State Agency:***

Date Received by State Agency: ____________

Date submitted to Ethics Commission: ____________

Governmental agency submitting Disclosure: ____________

*Revised June 8, 2018*

#55

# CITY OF HUNTINGTON

## GENERAL BUSINESS LICENSE CERTIFICATE

COMPASS GROUP [illegible]

[illegible]

CHARLOTTE [illegible]

Business [illegible]
Renewal [illegible]

[illegible]

This certificate is NOT [illegible]
HAWKERS and PEDDLERS [illegible]
CONTRACTORS [illegible]
be current to keep license [illegible]
certificate in the place of business [illegible]

COMPASS GROUP USA INC
2400 YORKMONT RD

CHARLOTTE, N[illegible]

[illegible] Huntington
PO Box 1659
[illegible] 25717
[illegible]

5.00

BOOK 514 PAGE 152

# State of West Virginia

## Certificate

*I, Ken Hechler, Secretary of State of the State of West Virginia, hereby certify that*

originals of an application by

CANTEEN CORPORATION

for an amended certificate of authority to transact business in West Virginia are filed in my office, as required by the provisions of Chapter 31, Article 1, Sections 57 and 59 of the West Virginia Code and conform to law. Therefore, I issue this

AMENDED CERTIFICATE OF AUTHORITY

to transact business in West Virginia under the name of

COMPASS GROUP USA, INC.

and I attach to this certificate a duplicate original of the application.

*Given under my hand and the Great Seal of the State of West Virginia, on this*

Twenty-ninth *day of*

January *19* 96

Ken Hechler

*Secretary of State*

KANAWHA COUNTY, WV
02/02/1996
CLERK OF THE COUNTY COMMISSION
5.00

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/27/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | | | |
|---|---|---|---|
| **PRODUCER**<br>MARSH USA, LLC.<br>TWO ALLIANCE CENTER<br>3560 LENOX ROAD, SUITE 2400<br>ATLANTA, GA 30326 | CONTACT NAME: Randi K. Nowell, CPCU, ARM<br>PHONE (A/C, No, Ext): 404-995 3102 FAX (A/C, No):<br>E-MAIL ADDRESS: Compass.certs@Marsh.com | | |
| CN102832071-Compa-UMB10-24- CORP UNKNC 41594 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| **INSURED**<br>Compass Group USA, Inc.<br>2400 Yorkmont Road<br>Charlotte, NC 28217 | INSURER A : | National Union Fire Ins Co. of Pittsburgh PA | 19445 |
| | INSURER B : | AIU Insurance Co | 19399 |
| | INSURER C : | ACE Property And Casualty Ins Co | 20699 |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

**COVERAGES** CERTIFICATE NUMBER: ATL-005658515-65 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | GL 6547187 | 09/30/2024 | 09/30/2025 | EACH OCCURRENCE | $ | 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 1,000,000 |
| | X SIR: $1,000,000 | | | | | | MED EXP (Any one person) | $ | |
| | X Contractual Liability | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | 10,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | 5,000,000 |
| | OTHER: | | | | | | | $ | |
| A | AUTOMOBILE LIABILITY | | | AL 7030998 (AOS) | 09/30/2024 | 09/30/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ | 2,000,000 |
| A | X ANY AUTO | | | AL 7030999 (MA) | 09/30/2024 | 09/30/2025 | BODILY INJURY (Per person) | $ | |
| A | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | AL 7031003 (Garage Liability) | 09/30/2024 | 09/30/2025 | BODILY INJURY (Per accident) | $ | |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | Self Insured for Physical Damage | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| C | X UMBRELLA LIAB X OCCUR | | | XOO G27738631 | 09/30/2024 | 09/30/2025 | EACH OCCURRENCE | $ | 10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ | 10,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC 14111814 (AOS) | 09/30/2024 | 09/30/2025 | X PER STATUTE / OTH-ER | | |
| B | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N | N / A | | WC 1411816 (CA) | 09/30/2024 | 09/30/2025 | E.L. EACH ACCIDENT | $ | 2,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | See Acord 101 | | | E.L. DISEASE - EA EMPLOYEE | $ | 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 2,000,000 |
| A | Liquor Liability | | | GL6547185 | 09/30/2024 | 09/30/2025 | Each Common Cause | | 1,000,000 |
| | | | | SIR: $1,000,000 | | | Aggregate | | 10,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Compass Group USA, Inc<br>2400 Yorkmont Road<br>Charlotte, NC 28217 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>*Marsh USA LLC* |



ACORD 25 (2016/03)

AGENCY CUSTOMER ID: CN102832071

LOC #: Atlanta

# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| AGENCY<br>MARSH USA, LLC. | | NAMED INSURED<br>Compass Group USA, Inc.<br>2400 Yorkmont Road<br>Charlotte, NC 28217 |
|---|---|---|
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:

Workers Compensation Policy #WC49154356(AOS POLICY) Covers ALL States except: CA, WI and OH

Carrier: New Hampshire Insurance Company
Policy Number: WC 14111817
Effective Date: 09/30/2024
Expiration Date: 09/30/2025
Policy Covers States of: WI
Stop Gap Coverage: ND, OH, WA, WY.
Limit:
E.L. Each Accident: $2,000,000
E.L. Disease-Policy: $2,000,000
E.L. Disease Each Employee: $2,000,000

Workers Compensation Continued:
Carrier: National Union Fire Ins. Co. of PA
Policy Number: XW 6583229
Effective Date: 09/30/2024
Expiration Date: 09/30/2025
Policy Covers States of: OH (Excess WC)
Limit:
E.L. Each Accident: $2,000,000
E.L. Disease-Policy: $2,000,000
E.L. Disease Each Employee: $2,000,000

ADDITIONAL INFORMATION

Umbrella is follow form of primary Commercial General Liability, Automobile Liability, Liquor Liability and Employers Liability policies subject to policy terms, conditions and exclusions

ACORD 101 (2008/01)


# 4.3 Project Goals and Mandatory Requirements

### 4.3.1 Goals and Objectives – The project goals and objectives are listed below.

#### 4.3.1.1 Maximize Product Availability and Variety: Ensure a diverse and appealing selection of snacks that meet the preferences and dietary needs of the target customers, maintaining optimal stock levels to minimize outages.

We specialize in unattended retail, designing solutions that provide intuitive and simple shopping while ensuring customers always have access to their favorite products. We use data analytics to keep top sellers readily available and rotate slow movers out for new and trending items, delivering the best possible experience through the world's smallest retail store.

## iVend

iVend provides instant access to product-specific sales and reports, enabling us to make sure the right product is where it needs to be, when it needs to be there. iVend allows us to aggregate data across the enterprise to generate insights based on location, client, regional or national parameters. Each product we offer has a unique barcode or SKU assigned to it, allowing our route drivers to identify how each SKU is performing by using a handheld scanner. This vital insight lets our teams build the right product mix for every machine, plus these extras:

- Replace slow sellers with popular products
- Keep machines fully stocked
- Customize the product mix based on machine-specific data
- Regularly introduce new items and rotate selections for more variety
- Provide machine inventory tracking
- Simplify cash auditing and credit collections via cash room automation and card processor integration
- Ensure reliable delivery processes through online route scheduling
- Verify sales by using electronic data from vending machines

## Our Food

Our data gathering includes leveraging industry trends and reports from Mintel, Nielsen, Forbes, SPINS, Technomic and Datassential, among others. We pair this data with manufacturer trends, regional product preferences and internal survey results to curate a unique product mix for your location. After initial machine implementation, we track sales data and conduct customer surveys to continually adjust product mix to preferences, introducing new products and phasing out slow sellers, guaranteeing your vending offerings have something for everyone.

With Choice Plus, we make the healthy choice the easy choice by supporting a healthier lifestyle on-the-go. Choice Plus was designed by our team of registered dietitians and culinary experts to arm our consumers with the power of information. We curated a list of products that meet criteria supported by the latest nutrition and consumer research.

CHOICE PLUS

### BEVERAGE OPTIONS

We have specific criteria for beverages based on sugar/sweetener content and nutritional value.

### SNACK OPTIONS

- Fewer than 250 calories
- Zero grams of trans fat
- Fewer than 3 grams saturated fat
- Fewer than 230 milligrams of sodium
- Fewer than 20 grams of sugar

**4.3.1.2 Enhance Customer Satisfaction and Convenience: Provide reliable, easy-to-use machines with quick payment options and prompt restocking services to improve the overall customer experience and encourage repeat usage.**

## Smart Service

Smart Service links our vending machines and markets to provide real-time sales data, enabling quicker, better-informed stocking decisions. The benefits to Marshall University are twofold: anticipating customer needs and reducing environmental impact through efficient resource use.

## Canteen Connect

We are committed to creating opportunities for customers to connect with us. Immediate and ongoing feedback is critical for our continued success, which is why you will find a Connect label on each vending machine, Avenue C and Smart Market. Each Connect label has a customer service telephone, a QR code and a text message code, enabling guests to reach us at any time - in the most convenient way for them - and giving them access to nutritional information and exclusive promotions.

**4.3.1.3 Increase Sales and Revenue: Implement effective placement strategies, promotional initiatives, and inventory management practices to drive higher sales volumes and maximize profitability within the designated location.**

# Maxis

## Maxis elevates customer experience by leveraging advanced POS data to rival the insights of any top-tier business.

Maxis is an AI-powered platform that analyzes vast amounts of product performance data using machine learning. It aggregates all product data into one tool to recommend adding or removing products, forecast sales and unit changes, and monitor accuracy to continue learning. By delivering data-driven product recommendations, Maxis maximizes sales and optimizes inventory. Maxis is rolling out nationwide and will be available near you soon.

MAXIS™

### KEY OBJECTIVE

- Reduce manual workload and time spent
- Increase frequency of product rotation
- Maximize high-performance SKUs
- Inventory optimization
- Data-driven product decisions
- Reduce low- and no-turn SKUs
- Maximize sales and revenue
- Competitive advantage

### FULL SOLUTION ADDITIONAL KEY FUNCTIONALITY

- Completely automated solution with manual approval points
- Client requirements included in data set
- Location-level inventory availability
- Product-level view (branch/division/national)
- Integration into One Market and Light Speed
- Order in Que
- External industry data sets
- Completely exclusive and custom-built for Canteen

**4.3.1.4 Ensure that all specific requirements and expectations related to the maintenance of the card readers are clearly defined and documented within the proposal. The vendor must provide a detailed maintenance plan and agree to all terms within the RFP itself. No separate agreements or negotiations outside the RFP will be accepted, as all commitments must be enforceable and hold the supplier accountable through the formal procurement process.**

## Smart Tech

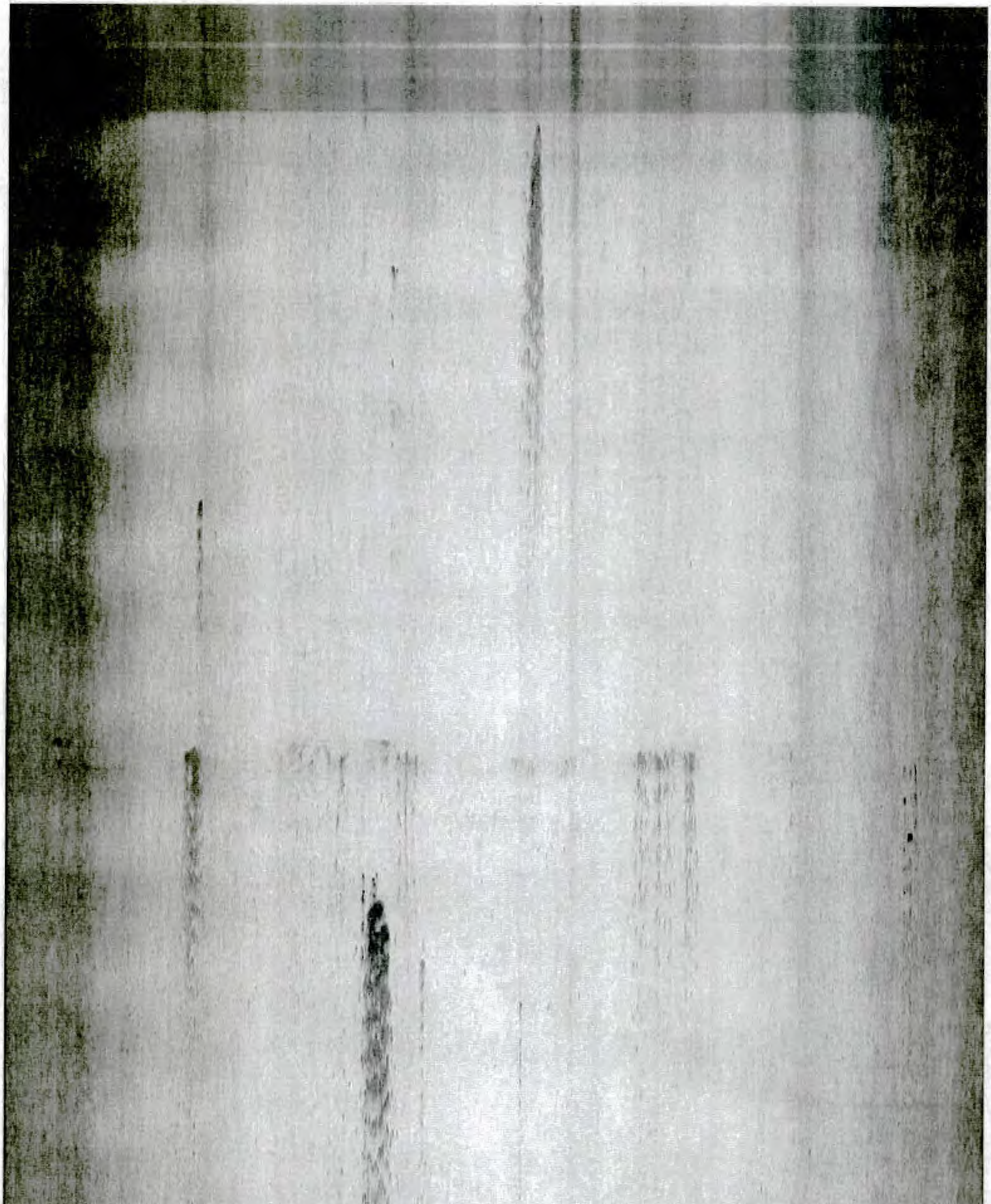
Smart Tech is the advanced technology behind Canteen's customer and field service. This service solution is designed to ensure equipment maintenance and remedies occur promptly, with minimal impact.

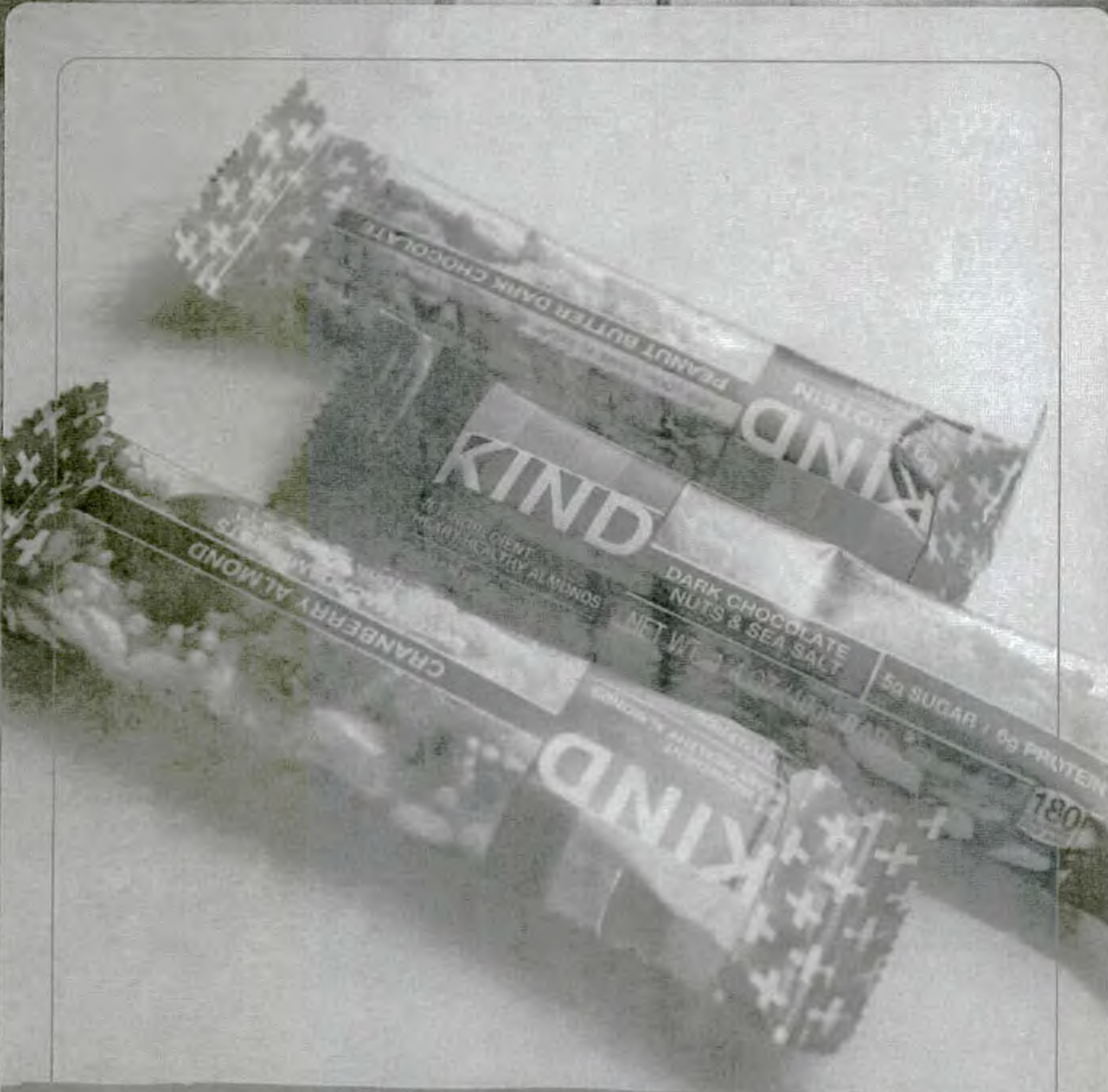
Smart Tech allows Canteen to foresee customer needs and respond to inquiries in real time with companywide transparency. From the account manager to the field service technician, everyone is informed about what is happening in each case. Using AI-assisted scheduling, Smart Tech ensures the right person is assigned to the right job at the right time, enabling more efficient resource deployment, resulting in improved break rooms and reduced environmental impact.


## Card Reader Maintenance Commitment

We've built a straightforward and reliable plan for keeping card readers up and running. If any equipment goes down, we'll have it serviced within 48 hours. We'll use Canteen Connect stickers to help identify and track issues quickly, and our Smart Tech system will make sure every service call is logged and handled on time. Canteen Connect stickers, service to faulty equipment will be addressed within 48 hours.

Additional details about Canteen Connect can be found on page 49.






# 4.3.2 Mandatory Project Requirements

### 4.3.2.1 Machines

#### 4.3.2.1.2 Installation

## Vending Solutions

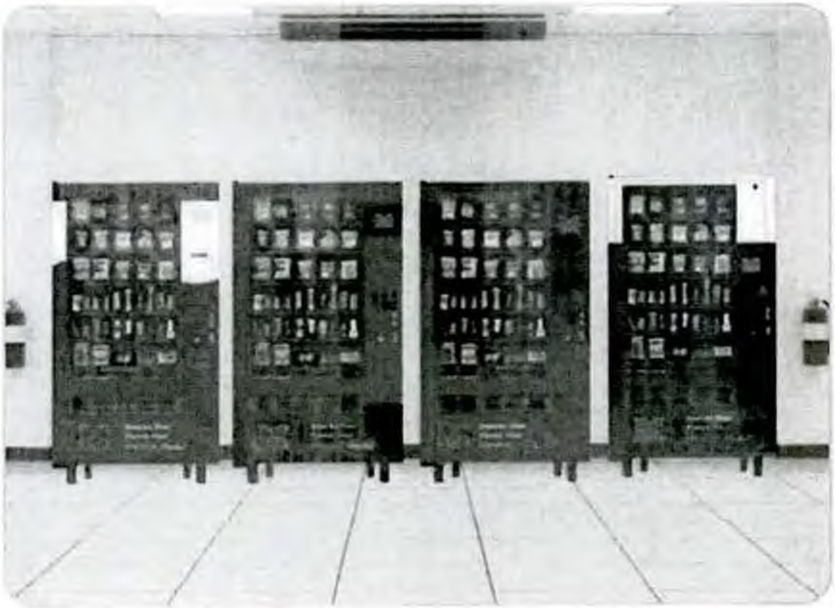
From traditional machines to the latest AI-powered robot vendors, our equipment options will make your vending solution simple, accessible and adaptable to the unique needs of your guests:

A

B

C

D



Renderings shown are conceptual and will be developed in collaboration with the Marshall University Marketing team. Final designs are subject to joint review and approval to ensure brand alignment and functional accuracy.

## Before

## After

# REVISION™ DOOR

*Revitalize your equipment*

VENDORS EXCHANGE
INTERNATIONAL

# REVISION™ DOOR

*Revitalize your equipment*

**ENERGY EFFICIENT LED LIGHTS**

Motion activated LED lights draw customers to the machine and come with a 5 year limited warranty.

**CUSTOM GRAPHICS**

Our on-site graphics team can create a unique look for your customer. Custom wraps are available!

**THE UCB™**

The Universal Control Board technology in the door provides compatibility to Vend Management Systems and the ability for cashless solutions.

**"ALLOWED ME TO SPREAD MY CAPITAL ON SEVERAL DIFFERENT VENTURES"**


**EASY TO INSTALL!**

**BUILD YOUR OWN**

Add customer-convenient, interactive features such as a touchscreen, coin mechanism, validator, credit card reader, 7th Tray™ and more.

**TOUCHSCREEN**

[illegible] touchscreen improves customer experience displaying nutrition information, ads, and announcements.

**REFRESHED LOOK**

[illegible]

**CURRENTLY AVAILABLE FOR:**

**AP:** 6000, 7000, 111, 112, 113, 122, 123, 133, 933, Studio 3, LCM2, LCM3

**ROWE:** 6800, 7800, 5900 *boxed doors only*

**NATIONAL:** 147, 148, 157, 158, 167, 168

**VENDORS EXCHANGE**
INTERNATIONAL

Project #: ____________

Item #: ____________

Midea

# Light Duty
## Commercial Microwave Oven

# Model 1025F1A

## Features

- Medium Capacity (0.9 cu.ft / 25 L), accommodates a 12"(305 mm) platter.
- Able to withstand the demands of the Commercial Food Service environment with stainless steel cabinet and oven cavity.
- 1000 Watts of Cooking power.
- Bottom energy feed.
- 5 power levels and 3 cooking stages for different cooking demands.
- 60:00 maximum cooking time and 100 auto programs can cover most product demands.
- Chef/Test Kitchen Support.
- User-friendly touch control pads AND Electronic dial timer with braille navigation is great for self-service locations and is ADA Compliant.
- Time entry option and X2 multiple quantity pad provide manual operation and cooking of multiple portions.
- [illegible] ...ning the door.
- EZ Grab'n Go door handle for reliable use, no moving parts.

## Applications

- Restaurants
- Healthcare
- Schools
- Vending
- Breakrooms
- Office Coffee Service

Project #: ____________

Item #: ____________

# Model 1025F1A

**Light Duty**
Commercial Microwave Oven

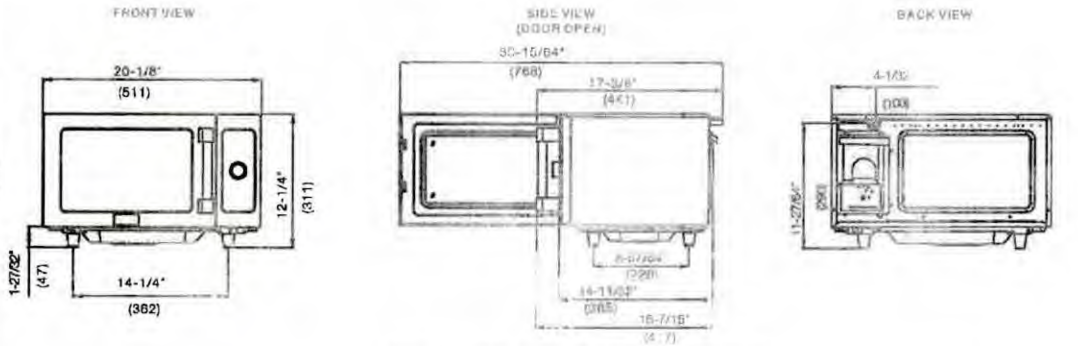
**Light duty commercial microwave from Midea shall have user-friendly touch pads with braille navigation.** Oven shall be programmed up to 100 auto items with 60:00 **maximum cooking time for each. Oven shall have 5 power levels** and 3 cooking stages. There shall have time entry option and X2 multiple quantity pad for flexible **Operation. LED display** and end of cycle beep. **Microwave output** shall be 1000 Watts distributed by single magnetron with a bottom rotating antenna. An interior **light shall make the food easy to monitor without opening the door.** The medium capacity 0.9 cubic ft. (25 liter) cavity shall accommodates a 12" (305 mm) platter **or 6" tall H or X pan with cover.** Durable door shall have an EZ Grab and Go handle with a 90° + opening for easy access. **Oven shall have a stainless steel exterior wrap, door, and interior cavity.** Chef/Test Kitchen Support. Microwave oven shall be listed by UL, CUL and ETL SANITATION.

## Specifications

| Dimensions | |
|---|---|
| Cavity size | 0.9 cu.ft (25 Liters) |
| Cavity Dimension(WxDxH) | 227 mm x 348 mm x 200 mm (12 ⅞" x 13 ⅝" x 7 ⅞") |
| Gross Dimension(WxDxH) | 511 mm x 432 mm x 311mm (20 ⅛" x 17" x 12 ¼") |
| Inside Package Dimension(WxDxH) | 581 mm x 478 mm x 380 mm (22 ⅞" x 18 ⅞" x 15") |
| Outer Package Dimension(WxDxH) | 595 mm x 492 mm x 407 mm (23 ⅜" x 19 ⅜" x 16") |
| Ship Weight (approx) | 16.5 kg (36.4 lb) |
| Product Weight | 14.7 kg (32.4 lb) |
| Door Depth | "30-15/64" "(768), 90"+ door open" |
| Exterior Finish | Stainless steel |
| Interior Finish | Stainless steel |
| No Turntable | Yes |
| Interior Light | Yes, Incandescent |
| Loading Capacity (20' / 40' / 40' HD) | 210 / 460 / 552 |
| **Electrical specifications** | |
| Power Consumption | 1500 W |
| Power Output | 1000 W |
| Power Source | 120 V, 60 Hz, 15 A single phase |
| Plug Configuration | NEMA 5-15P |
| Plug Cord | 5 ft. (1.5m) |
| Plug Image | |
| Frequency | 2450 MHz |

| [illegible] | |
|---|---|
| Filter Board | Yes |
| Settings Programmable | [illegible] |
| Power Levels | 5 |
| Stage Cooking | 3 |
| Control Type | Membrane Touch |
| [illegible] | [illegible] |
| [illegible] | |
| Max. Cooking Time | [illegible] 100 |
| Multiple Portion Setting | [illegible] X2 |
| Express cook | Yes |
| Cooking End Signal | Yes |
| Magnetron Protection | Yes |
| [illegible] | [illegible] |
| Function type | Light duty |
| Microwave Distribution | [illegible] antenna |
| [illegible] | Yes |
| Stackable installation | No |
| **Safety Listing** | |
| Safety Listing | UL+CUL+FCC+ETL SANITATION |

## Installation Clearances




Top: 11" (300), Sides: 3" (100), Back: 3" (100)

## Warranty Service

**3 Year Limited Warranty: 3 year Magnetron and 1 Year Parts, Labor and Travel/Shipping**

## Support Center

**Midea Food Service Equipment Service Support Center, 1-855-238-5604 or USService_Microwave@midea.com.**

#### 4.3.2.1.4 Service and Maintenance

## Service Response Time

Our service technicians respond 24/7 to any machine malfunction, usually within less than one hour for immediate service and up to two hours for regular service.

## Repairs

Technicians are dispatched locally from our Charleston office within a 24-hour period. Technicians carry most common parts needed for service and in most cases can repair on the first visit. Should a part not be readily available for a quick repair, arrangements may be made to swap the defective vending system.

## Preventive Maintenance

Drivers are trained to clean, test and fix most minor issues on each visit. Through their handheld devices they report any concerns that need immediate attention before they become bigger issues. Once reported, a technician will research and correct.

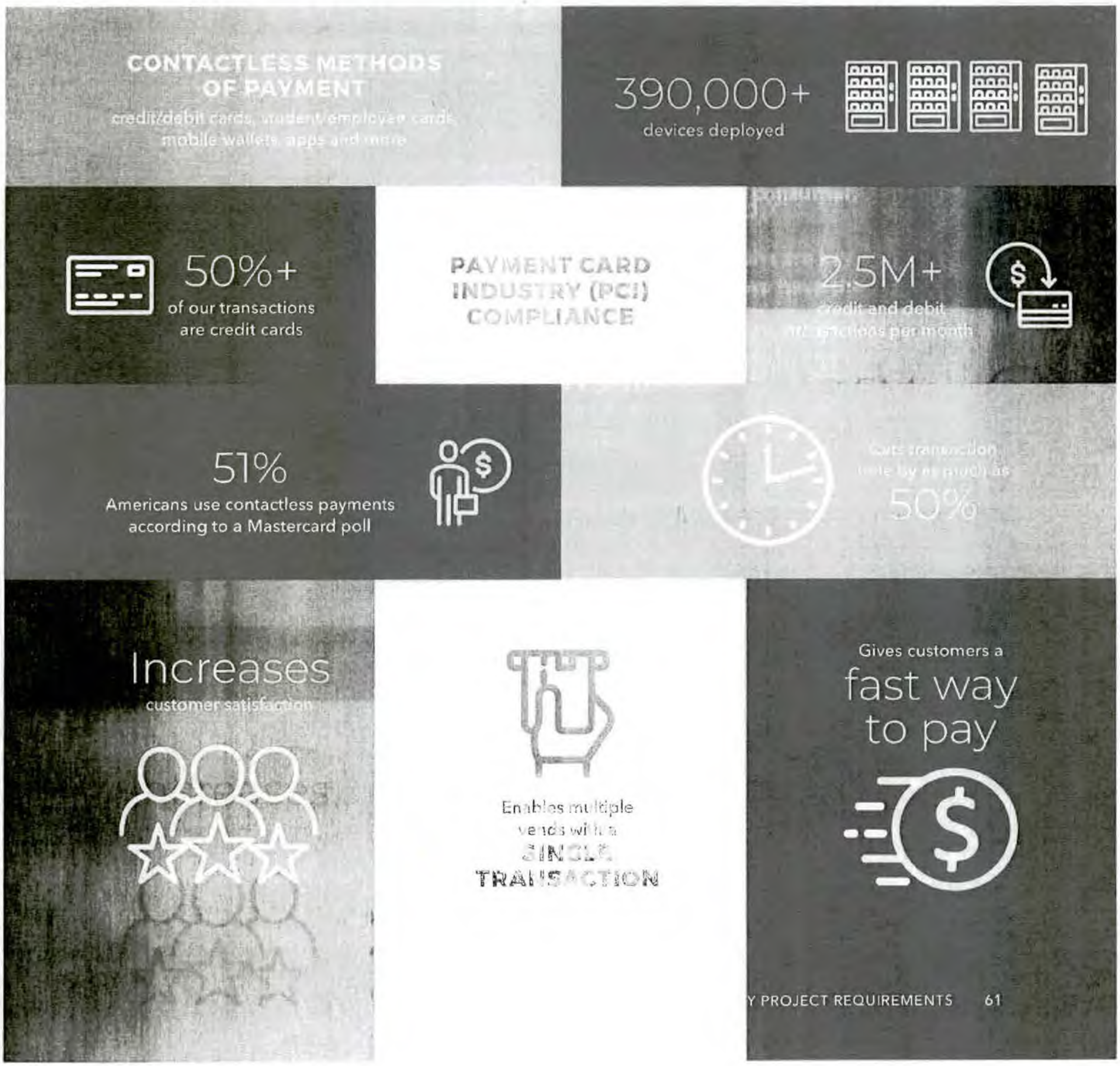
### CANTEEN CONNECT

We make it easy to get in touch. Our vending machines feature a Connect label, allowing customers to connect directly to our app to access nutritional information, request service or a refund, and provide valuable feedback on the products and services offered. The Connect system lets us build reports and share insights tailored to your needs, continually identifying opportunities for improvement.

**4.3.2.1.7 Machine Condition and Requirements**

# Cashless Technology

**Speed, convenience** and flexible **payment options** are key **to success. Technology** is changing quickly and **we** have the **options you need** to keep up with today's **savvy** consumer.



# Connect & Pay®

**Our Connect & Pay® app, available for Apple and Android devices, makes shopping quick and easy. Once downloaded, guests log in, create an account and load funds or designate a card for use to pay as you go.**

Connect & Pay® also offers a variety of valuable benefits for our loyal guests, including points accumulation that leads to cashback rewards, promotions, coupons, discounts and limited time, seasonal offers. The points-based structure gives you the flexibility to customize the loyalty program to fit your needs.

The more points guests accumulate, the more cash back they earn. Points can be redeemed at any time. Forget to redeem? That's okay, too. At the end of each quarter, we'll automatically credit accounts for the highest redemption value earned and additional points will automatically carry over to the next quarter.

The app also integrates with the Canteen **Connect** label, allowing guests to access our Connect solution with the touch of a button to report service issues, access nutrition information, provide feedback and explore innovations and upcoming promotions. We can even develop custom loyalty options for you based on your company goals or requirements, including offering double points for better-for-you selections, providing a daily meal stipend at the value of your choice that resets every day and supporting discounts, coupons or points to help you maximize engagement.

CONNECT
REFRESHMENT • NUTRITION • SERVICE

## BOOST YOUR WORK PERKS

Enhance your Connect & Pay® experience and shop even faster by using your smartphone to scan items and check out (where available). Simply select your location from the Shop tab in the app, then use your phone's camera to scan your items and select Checkout to complete your transaction.

### CONNECT & PAY® WITH CANTEEN CONNECT

Here's how it works:

**DOWNLOAD APP**

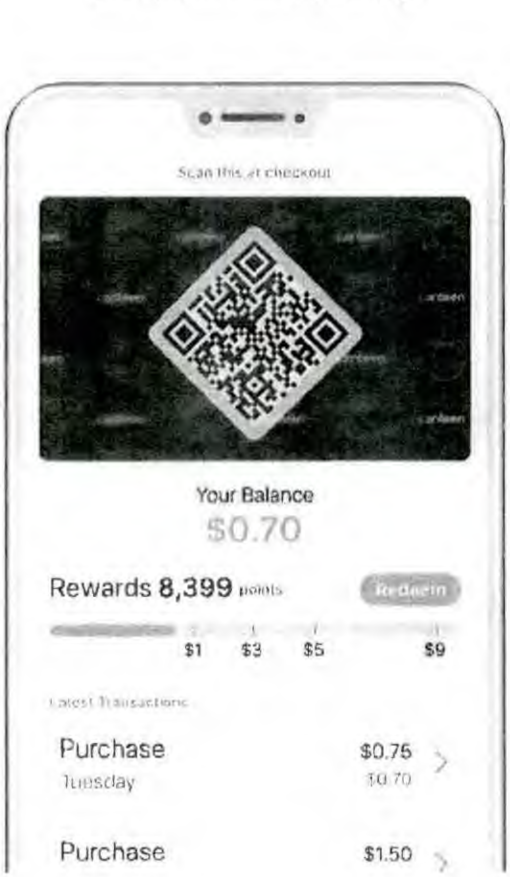
Sign up for an account and add the nearest market location.

**USE THE APP**

To add funds, manage the account and access exclusive promotions and rewards.

**SCAN AND PAY**

Easily complete market purchases – scan, pay and be on your way.



#### 4.3.2.3 Refund/Out of Order Procedures

# Canteen's Refund System

Each Canteen machine has four pieces of information on them in the top right-hand corner:

- **Phone number:** This number is a direct line to our national customer excellence team and will be answered, or you can leave a voicemail that will be followed up.
- **Email address:** This email address is direct to our national customer excellence team and will be answered in priority sequence.
- **QR code:** This can be scanned and asks for specific information about what has transpired, whether it be refunds, repair or refill.
- **Asset ID:** This piece of information is key for Canteen to know how to help.
- Whether you choose 1, 2 or 3, you will always be asked for the asset ID as this is tied to that specific machine.

If anyone experiences losses due to a machine malfunction or damaged product, a refund will be made immediately by a designated person. Canteen will work closely with your facility to develop the procedure for refunds.

#### 4.3.2.6 Management, Training and Personnel

# Training and Education

**We require proper handling and preparation of our products from all of our associates to safeguard the health of our guests, provide the best experience and preserve your peace of mind.**

## MANAGEMENT TRAINING

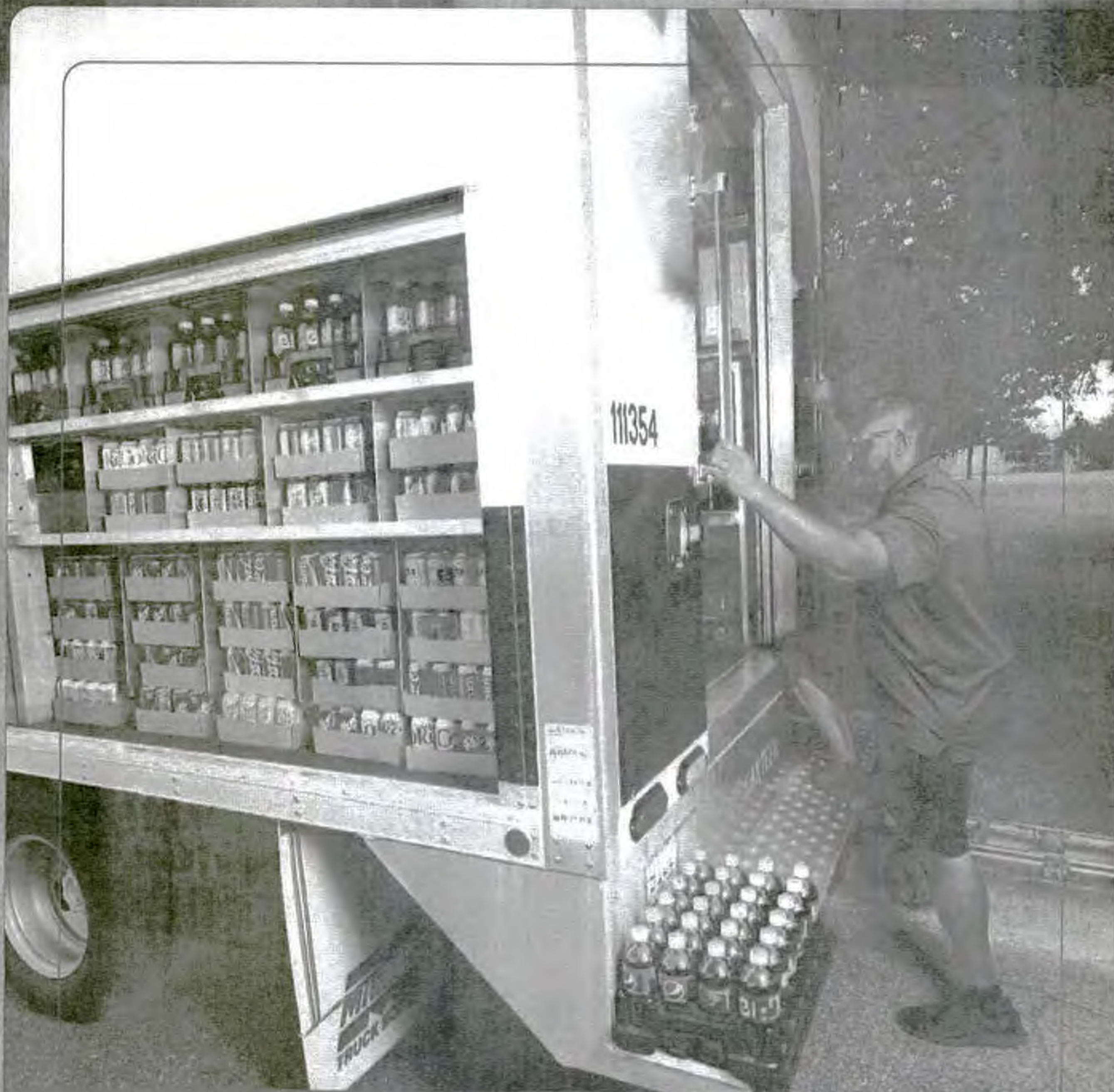
ServSafe is the premier food safety certification course in the nation, administered by the Education Foundation of the National Restaurant Association and aligned with the hazard analysis critical control points (HACCP) system. We require every dining manager to complete the ServSafe Food Protection Manager Certification course, which trains and tests them on food safety concepts, safe food-handling practices, sanitation and cleanliness. We require recertification every three years -- two years sooner than the five-year recertification requirements established by the National Restaurant Association's Education Foundation and enforced by most local health departments.

## HOURLY ASSOCIATE TRAINING

Providing effective food safety and sanitation training for hourly associates is equally, if not more, important than manager training. The Associate Food Safety and Sanitation Handbook is given to associates on their first day to educate them on the basics of food handling, health and hygiene practices, and cleaning and sanitizing responsibilities. A knowledge assessment and commitment signature are required to complete the training. We also have an entire procedure manual for food safety - a differentiator in the unattended retail space.

#### 4.3.2.13 Subcontractors

Upon review of the current RFP documents and our understanding of the Scope of Services, Canteen will provide all services independent of contractors.




# 4.4 Qualifications and Experience:

**4.4.1 Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.**

**4.4.1.1 Proposed Management Structure, Operations and Services**

**CANTEEN BRANCH**
1004 Solida Road
South Point, Ohio 45680

Jacob Simmons

**Canteen**

**Driver**

**May 2019 – April 2020**

Safely operate company vehicles, customer service, deliver products to customer accounts.

Canteen

Utility Driver

April 2020 – March 2021

Cover open routes, install new equipment, safely operate company vehicles, perform warehouse inventory.

Canteen

Customer Service Manager

March 2021 – October 2024

Schedule routes to maximize profits, perform inventory reconciliation, client visits, problem solve issues with equipment in the field.

District Ops Manager

October 2024 – June 2025

P&L, fleet management, work with other branches to complete directives, strategize pricing plans.

District Manager

June 2025 – present

Comply with company innovation standards and practices, P&L, fleet management, strategize pricing plans.

Mark W. Flannery

Canteen

Sept 2014 to April 2024

Maintenance Tech Lead - Ashland

Installed new accounts, performed preventative maintenance on vending machines, complete company initiatives, maintenance on fleet vehicles.

Canteen

April 2024 to Present

Customer Service Manager - South Point

Manages associates at South Point branch, perform client visits, over Maintenance Department.

Brent Roy

Canteen

Route Driver

September 2024 to present

Safely operates company vehicle, utilizes customer service to determine sales patterns and requests, completes inventories of all accounts monthly.

St. Mary's Hospital

May 2024 to September 2024

Nurses Aide

Bathe patients, feed patients, assist nurses in daily activities.

Woodland Oaks

May 2021 to May 2024

Aide

Bathe patients, feed patients, assist nurses in daily activities.

Josh Hanson

Canteen

Transport Driver

May 2019 to May 2023

Safely operates company vehicle, securely transports money between branches, transfers food items between branches.

Canteen

Maintenance Tech

May 2023 – present

Safely operates company vehicle, performs maintenance and preventive maintenance on vending machines, assists in completing company initiatives.

**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.**

## Corporate Support Services and Programs

Canteen offers a robust suite of corporate support services designed to ensure the long-term success of our partnership with Marshall University. Our support structure includes:

- **Dedicated Account Management:** A national account team provides strategic oversight, ensuring consistency, responsiveness and alignment with Marshall University's evolving needs.
- **Technology & Reporting Support:** Our IT and telemetry teams offer full support for machine connectivity, sales tracking and reporting platforms, including training and troubleshooting as needed.
- **Customer Service Infrastructure:** A 24/7 customer service center handles service requests, refunds and general inquiries, complemented by machine-level QR codes for easy access to support.
- **Product Innovation & Merchandising:** Our category management team continuously evaluates market trends to introduce new products, health-conscious options and campus-specific assortments.
- **Sustainability Programs:** Canteen incorporates eco-friendly practices such as energy-efficient equipment, waste reduction and participation in recycling initiatives where possible.
- **Training & Compliance:** Ongoing training is provided to our field teams to ensure food safety, ADA compliance and high service standards.

## How We Operate

We have made the right investment in networks and infrastructure to support any size account, large or small. Our talented leadership team successfully manages every Canteen-operated location with enthusiasm and great attention to detail. These efforts ensure we provide innovative solutions, customized services and superior quality. This best-in-class leadership keeps us always moving forward.

# Innovation

**By collaborating with emerging companies and analytics experts, we are able to provide you with insights into ever-evolving consumer behaviors and industry trends.**

E15

**Canteen partners with E15, Compass Group's industry-leading analytics firm, to make better business decisions using data and advanced analytical methodologies. E15 empowers our operators and clients to manage complexity by harnessing data to gather needed insights. This is done by leveraging experiences of some of the largest and most forward-thinking companies today.**

## Data and Analytics

Since 2014, E15's team of over 100 dedicated data scientists, business analysts and consumer researchers has uncovered opportunities for improvement, including food and beverage assortments, behavioral motivators, technology usage and operational processes.

E15 benefits Compass Group clients by providing insights and strategies in several areas including market research, revenue optimization, guest satisfaction, speed of service and pricing recommendations. Additional solutions are available in areas such as predictive modeling, data services, category management and labor management.

### MARKET RESEARCH

E15 synthesizes the demographic data to create localized consumer profiles in ZIP codes surrounding our locations to better understand behaviors and product preferences.

### DATA-DRIVEN PRODUCT MIX

E15 relies on data, not hunches, when helping clients develop a product variety that will resonate with their customer base. The insights uncovered go beyond what's selling inside our locations and get at what's going on in the broader market where we do business. What types of snacks and beverages are most popular? What tastes are unique to this market or region? What are the up-and-coming items customers are craving? E15's analytics programs go beyond transactional data to answer these questions and more.

## HOW E15 ANALYZES TRENDS

E15 takes a holistic approach when analyzing trends, starting with consumers - understanding who they are, how they're changing and why. E15 uses syndicated data to uncover who guests are now, and to conduct primary research via surveys and focus groups to predict how their behaviors and attitudes will change over time.

Data from E15's industry-leading partners, such as **Nielsen** and **Datassential**, allows them to forecast emerging trends. Using the data they have been collecting for more than 10 years, E15 creates programs that learn from past performance to predict future trends.

As an innovation and services leader in the industry, we stay abreast of current and evolving trends through a variety of avenues.

- Compass Group's partnerships with companies like SPINS, Datassential, Forbes and other consumer marketing groups provide insights into the ever-changing world of consumer behaviors and industry trends.
- As a sector partner, we have the advantage of working side-by-side with industry experts within each market segment who know their consumers best.
- We leverage research and data from Foodbuy, our purchasing organization.
- Our supplier partners conduct and provide their own extensive research.
- We review industry data and research through trade publications, media and trade shows.

## What's Trending?

1. **Hydrate, Hydrate, Hydrate.** While hydration itself is not a novel concept, suppliers are becoming increasingly creative with ingredients and packaging to keep consumers hydrated. Electrolyte-filled drinks and products are popping up everywhere.

2. **Upcycling.** Brands are getting creative in reducing food waste by using ingredients that would otherwise be wasted. For example, Pipcorn upcycles leftover heirloom corn flour from the creation of their popcorn and RIND partners with farmers to utilize leftover fruit peels.

3. **Heritage-Inspired Flavors.** Consumers crave new experiences and suppliers are meeting their needs by developing products featuring globally influenced flavors. Many diverse-owned brands are spotlighting their products in more integrated and appealing ways than ever before.

4. **Functional is Here to Stay.** Consumers want to know the health benefits of the products they consume - everything from gut and skin health to improving brain function.

5. **Plant-Based.** Plant-based items are hitting a stride with consumers. Delicious plant-based offerings appeal to non-vegans and non-vegetarians as a healthy, sustainable alternative to meat.


## Marketing and Promotions

We strategically place signs in gathering spaces and high-traffic areas to communicate the latest features, offers and promotions to your team. Marketing vehicles include flyers, table tents, posters, exhibits, LCD monitors and digital displays.

**Operations and Services - Provide general information about operations and how service will be provided. Describe service communication system and response time to service calls that will be provided to Marshall University. Include phone numbers, email, pager numbers, etc.**

Canteen will deliver comprehensive vending operations through a dedicated local service team based in Charleston, ensuring consistent five-day-per-week service coverage. Our on-site personnel enables rapid response to service calls, supported by a robust communication system that includes direct phone lines, email and mobile access. Contact information, including service numbers and escalation paths, will be provided to Marshall University to ensure seamless coordination. Additionally, Canteen leverages mobile app technology and QR code integration to enhance service visibility and responsiveness.

For a deeper look at how Smart Service supports these capabilities - including real-time tracking, communication tools and escalation protocols - please refer to the Smart Service section on **page 49** of this proposal.

**List route personnel and repair technicians including years of experience in vending trade, who will be assigned to this account to include location of dispatch office.**

Canteen will assign the following dedicated team from our South Point dispatch office to support Marshall University. Each team member brings years of experience in vending operations and equipment repair, ensuring reliable service and quick response times.

**JAKE SIMMONS**
6 years

**MARK FLANNERY**
12 years

*Combined 25 years of experience!*

**BRENT ROY**
1 year

**JOSH HANSON**
6 years

**Identify the training programs and standards for personnel. Provide examples of standard uniform and identification.**

Our associates complete comprehensive training in customer service, safety and technical operations. Team members wear standardized uniforms and display visible photo ID badges to ensure professionalism and easy identification on campus. The pride and professionalism of [illegible] is reflected in stylish, custom-designed uniforms for the foodservice staff.

**Include all information concerning the company's current ability to provide machines and card reader vending capabilities, including the ability to assume costs associated with providing the specified card readers. Marshall utilizes a campus-wide debit vending system using Blackboard Transact Vending Readers to be supplied by the contractor.**

*We would like to integrate the students card into your vending program. This would provide a larger return to Marshall University business services, as we've seen success with other higher education clients.*

# PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS

As an early member of the PCI Standards Council, we were among the first in our industry to offer mobile point-of-sale solutions with point-to-point encryption (P2PE) and end-to-end encryption (E2EE), protecting customer data from the point of swipe through transmission to the payment processor. Our clients span verticals that require a high degree of security, auditing and control compliance, which is why all our payment solutions have P2PE/E2EE as a minimum standard, and why we also observe and adhere to any relevant regulations and legislation.

**Provide your method and frequency of cash collection.**

Cash is collected on a secure, scheduled basis by trained personnel using tamper-evident procedures and digital tracking systems to ensure accuracy and accountability.

**Explain your customer refund policy. The contractor will be responsible for funding the maintenance and upkeep of the card readers. Provide your maintenance plan. Maintenance /repair/replacement of the readers will be coordinated through Marshall and billed at cost to the contractor. Details of the maintenance program will be negotiated as part of the contract.**

## Refund Policy

Customers can request refunds through our mobile app, QR code or by contacting our service team. We prioritize fast, hassle-free resolution to maintain a positive user experience.

## Maintenance Plan

Canteen will fund and manage the upkeep of all card readers. Maintenance and repairs will be coordinated with Marshall University and billed at cost to Canteen, with full program details to be finalized during contract negotiations.

#### 4.4.1.2 Product Overview/Brand Portfolio

**Provide an itemized listing of product offerings to include brand name, portion size and recommended pricing. The University currently provides snack items only.**

- **Lays Chips 1.5oz**
- **Cheetos Crunchy 2oz**
- **Doritos Nchs 1.75oz**
- **Fritos FWt Hny BBQ 2oz**
- **Smtfd WhtChed Pcorn 1oz**
- **Keystone Prty Mx 2.25oz**
- **Funyuns 1.25oz**
- **Ruffles Ched SC 1.5oz**
- **Herr HnyChsCurls 1.25oz**
- **Doritos CoolRnch 1.75oz**
- **MVickiesSpclDkPchl 1.375oz**
- **OvenBkdLaysOrig 1.125oz**
- **OvenBkd LaysBBQ 1.125oz**
- **OvenBkdLaysSCnO 1.125oz**
- **Cheez-It 2oz**
- **Fiber I Oats & Choc 1.4oz**
- **KlgSpecKS8eryProt 1.59oz**
- **Kar's Swt N SpcMx 1.75oz**
- **Kar's SwtNSltTrlMx 2oz**
- **Kar's SunflwrKernels 2oz**
- **Kar's Sltd Almds 1oz**
- **Kar's SwtNSltTrlMx 2oz**
- **Kar's Sltd Cashews 1oz**
- **NVly Oats & Hny 0.74oz**
- **NVly Swt&Slt Almd 1.20oz**
- **Hrshy Choc Almd 1.45oz**
- **Kinder Bueno Choc Br 1.50oz**
- **Gtrade Choc Chp Why Br 28.0oz**
- **Frt Gusher Spr Sr Bry 1.90oz**
- **Reeses Fast Brk 1.8oz**
- **Reeses PB Cup 1.15oz**
- **Kit Kat Big Kat 1.5oz**
- **Lnc Nekot 1.75oz**
- **Lnc Toastee PB Chs 1.15oz**
- **Lnc Toasty PB Crkr 1.29oz**
- **Skittles Sour Gummies 5.0oz**
- **Frt Gusher Tropical 4.25oz**
- **MFrsh Jbo LgE Hny Bun 4.0oz**
- **Klg Pttr Frst SBerry 3.03oz**
- **Swt Seren Choc Chp Ckie 2oz**

## HEALTHY CHOICES

Our wellness nutrition program, Choice Plus, was designed by our team of registered dietitians and culinary experts to arm our consumers with the power of information. We curated a list of products that meet criteria supported by the latest nutrition and consumer research.

- Product placement designed to encourage mindful selections
- Clear, inviting visuals that guide healthier choices
- Support employee well-being through better nutrition

Additional information on Choice Plus can be found on page 48.

CHOICE PLUS

#### 4.4.1.3 Campus ID Card Experience

**The University is interested in continuing the campus debit card as a payment method at all point of sale locations. Describe your experience and provide information to meet the University Card Program as it relates to equipment, technology, marketing, and operations.**

In addition to cash and cashless options, our vending program can integrate with your Student Card system. Incorporating the Student Card into the vending program would offer a seamless and convenient payment method for students.

This type of integration has been successful with other higher education institutions, resulting in increased returns for their business services. By adopting this system, Marshall University can expect similar benefits, enhancing the overall student experience while boosting institutional revenue.

We would like to integrate the Student Card into your vending program to help drive greater returns for Marshall University business services.

We successfully have Campus ID Card programs at Eastern Kentucky University and University of Kentucky with a combined $2 million in revenue annually, with over 450 machines with credit card readers and have 80% usage.

#### 4.4.1.4 Marketing Support

**The proposal will include a business plan defining the vendor's marketing approach and merchandising policy specific to Marshall. The successful contractor is responsible for a year-round merchandising and marketing program. It is Marshall's intent to explore and pursue innovative ways for individual contractors to support other University initiatives to the mutual benefit of both parties. Such initiatives, along with a brief description and quantification that the contractor feels would be of value to Marshall, should be included with the proposal's submission for consideration. Incentives may include in kind product contributions for events, marketing donations, scholarship contributions, etc.**

## Maxis

Maxis is a fully integrated solution built to streamline operations, boost equipment reliability and support proactive service management. It offers real-time monitoring, automated alerts and seamless coordination with service teams to ensure timely issue resolution.

As part of a broader commitment to innovation and partnership, Smart Service capabilities - also covered on **page 49** - enhances marketing efforts through real-time engagement tools, service visibility and data-driven responsiveness that can be leveraged to support campus events and promotional initiatives.


# 4.4.2 Mandatory Qualification/Experience Requirements

**4.4.2.1 Describe your company's overall business philosophy, mission statement, reasons responding to this RFP and how your company is considered a leader in the vending machine industry.**

## Our Story

Since 1929, Canteen has provided unattended retail and foodservice with a commitment to service, leadership, people, innovation, quality and wellness. From small shops to Fortune 500 companies, we provide food, service and experience backed by industry-leading technology to give your team and guests what they are craving.

## Canteen By the Numbers

390,000+
connected vending machines

FORTUNE WORLD'S MOST ADMIRED COMPANIES 2025

35,000+
micromarkets

97%
client retention rate

99.7%
national accounts client retention rate

NEWSWEEK AMERICA'S GREATEST WORKPLACES
for Diversity and Women 2025

$3.6 B
in Canteen managed volume

22,000+
coffee and pantry locations

225+
corporate and franchise locations in 48 States

95+ Years
leading our industry with innovation

BUSINESS GROUP ON HEALTH
Best Employers for Excellence in Health & Well-Being 2025

14,000
employees

# Get to Know Your Local Branch

## Charleston, WV

4998 Elk River Road
Elkview, WV 25071

## South Point, OH

1004 Solida Road
South Point, OH 45680

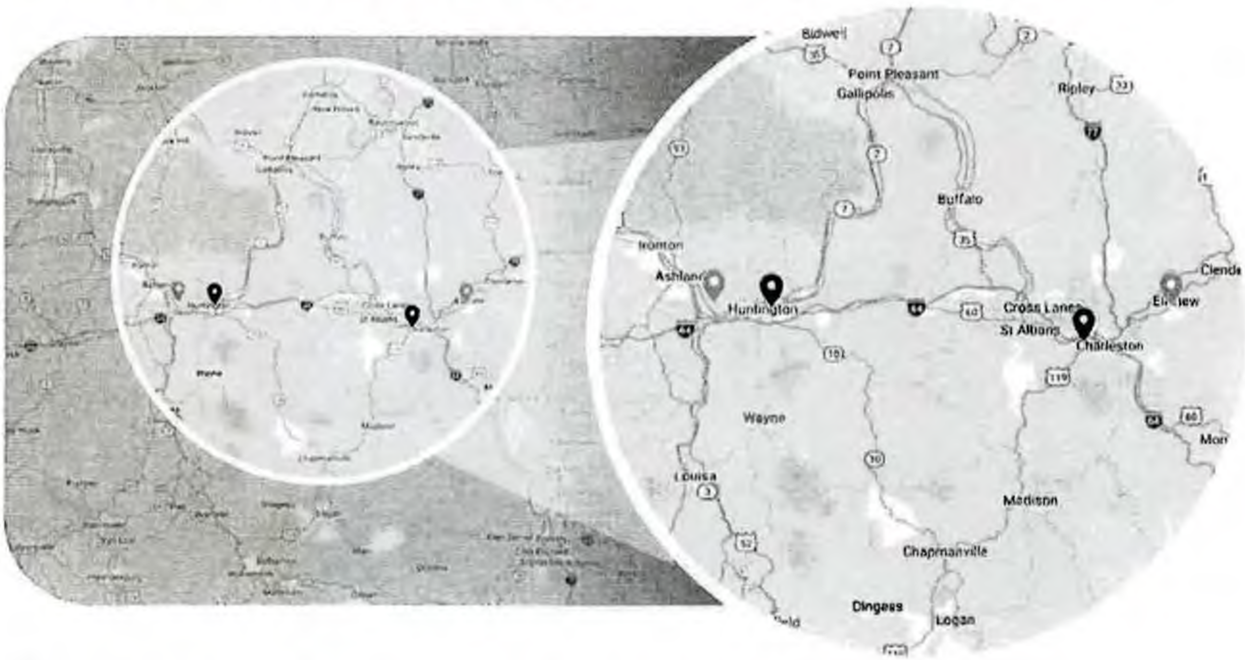
**431**
**ACCOUNTS SERVED**

**LOCAL SINCE**
**2012**

**15%** *Markets*
**98 ACCOUNTS**

**15%** **61%** *Vending*
**333 ACCOUNTS**

# Canteen Coverage




## MARSHALL UNIVERSITY LOCATIONS

| | |
|---|---|
| Main Campus | 1 John Marshall Dr, Huntington, WV 25755 |
| South Charleston Campus | 100 Angus E. Peyton Drive, Huntington, WV 25755 |

## CANTEEN LOCATIONS

| | | |
|---|---|---|
| Charleston | 4998 Elk River Road, Elkview, WV 25071 | 15.8 miles from South Charleston Campus |
| South Point | 1004 Solida Road, South Point, OH 45680 | 10.5 miles from Main Campus |

**The Charleston branch will handle order fulfillment, while the South Point branch will be responsible for servicing the vending machines.**

**4.4.2.2 Describe your company's background and experience with operations similar to the University or other business entities.**

# The Power of Compass Group

Compass Group operates as a family of great companies. We believe our sectorization strategy is a key advantage. It enables us to be closer to our clients and consumers to better understand their unique needs. This way, we can create an innovative, custom offer to meet Marshall University's specific requirements and, in doing so, truly differentiate ourselves. We have teams of specialists and the support of a large organization that has the benefit of size and scale.

Compass Group provides the highly specialized resources, brands and partnerships that only the world's largest hospitality company can deliver. Utilizing a dedicated single point of contact, we operate under a "One Team" approach across all sectors – streamlining processes and communication, sharing best practices, implementing state-of-the-art innovations and ensuring consistency across the enterprise that delivers positive results.*

COMPASS GROUP

## 2024 GLOBAL KEY FIGURES

**$42.2B** revenue

**580K** associates

**14M+** meals served per day

**55K+** client locations in 30 countries

*Canteen does not provide dining foodservices within any correctional facilities, nor does any other Compass Group operating company in the United States.*

## AWARDS AND RECOGNITION

- **Fortune:** World's Most Admired Companies, 2025 (Compass Group PLC)
- **Newsweek:** America's Greatest Workplaces for Diversity, 2025; America's Greatest Workplaces for Women, 2025; America's Greatest Workplaces for Mental Well-Being, 2025; America's Most Reliable Companies, 2025
- **Time:** World's Best Companies, 2024; No. 31 of 1,000 companies (Compass Group PLC)
- **The International Association for Food Protection:** Black Pearl Award, 2023

## CYBERSECURITY

We invest $33 million each year to ensure the data of our clients, as well as their employees, customers and guests, is protected against all cyber intrusion attempts. Our cybersecurity team works around the clock so our clients can focus on their core businesses.

## BALANCE SHEET

Our high credit rating and low debt levels, as well as a strategic equity raise, mean our balance sheet is the best in company history. While our competitors are burdened with debt, we're able to be nimble and smart, investing in our business and continuing to bring the best to our clients.

## STRATEGIC PROJECTS

This internal team's deep knowledge of transition - and their extensive experience in change management - are key to us ensuring the contract transition for each new Compass Group client is seamless and successful.

## COMPASS DIGITAL

Dedicated to innovation and consumer engagement, this internal team of developers and data scientists delivers technology strategies and solutions to meet complex business needs.

## PEOPLE AND LABOR STRATEGY

In addition to our specialized HR support and unmatched people management skills, our proprietary labor platform, SmartLabor, processes and manages our workforce by finding inefficiencies, capturing data and driving change.

## E15

Using data and market research, our E15 team finds patterns, correlations and insights that our clients use to make more informed decisions. The data optimizes their business operations and improves the consumer experience.

## ENVISION

From strategic space design to eliminating food waste, this visionary team is focused on building partnerships and business growth that promotes the well-being of people and planet.

**4.4.2.3 Describe how your company's Transition Plan is if awarded this contract.**

# Transition

Transitioning is made simple and efficient. A typical implementation takes between 4 to 6 weeks, depending on machine customization - 4 weeks for standard units and approximately 6 weeks for machines requiring wraps. The process begins once a letter of intent or contract is signed and includes a detailed survey of available space, evaluation of site-specific considerations and market research. Equipment recommendations are based on a thoughtful analysis of total population versus machine needs, ensuring the right fit from Day 1.

## LAUNCH

Implementation Kickoff

- Agreement signed
- Launch document to Implementation Team
- Introductory call with Implementation Team
- Align expectations, define a cadence of communication, review program and launch preparation
- Throughout phases, weekly meetings are held with stakeholders from each side and thoroughly documented

## PHASE 1

Build Program

- Define program requirements
- Initial communication to sites

Survey Initiation

- Schedule/Conduct surveys
- Provide survey recommendations included witn a remapping of the campus to determine student and faculty flow for best placement options

## PHASE 2

Survey Review

- Solution review with client
- Equipment approval
- Client communications and campus enhancements

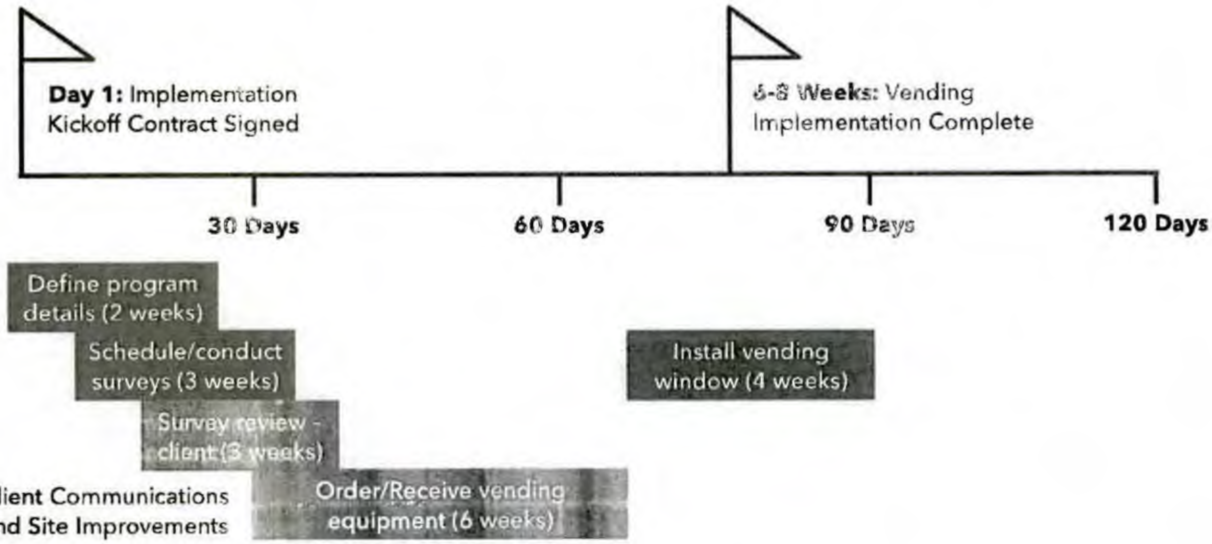
Equipment Requirements

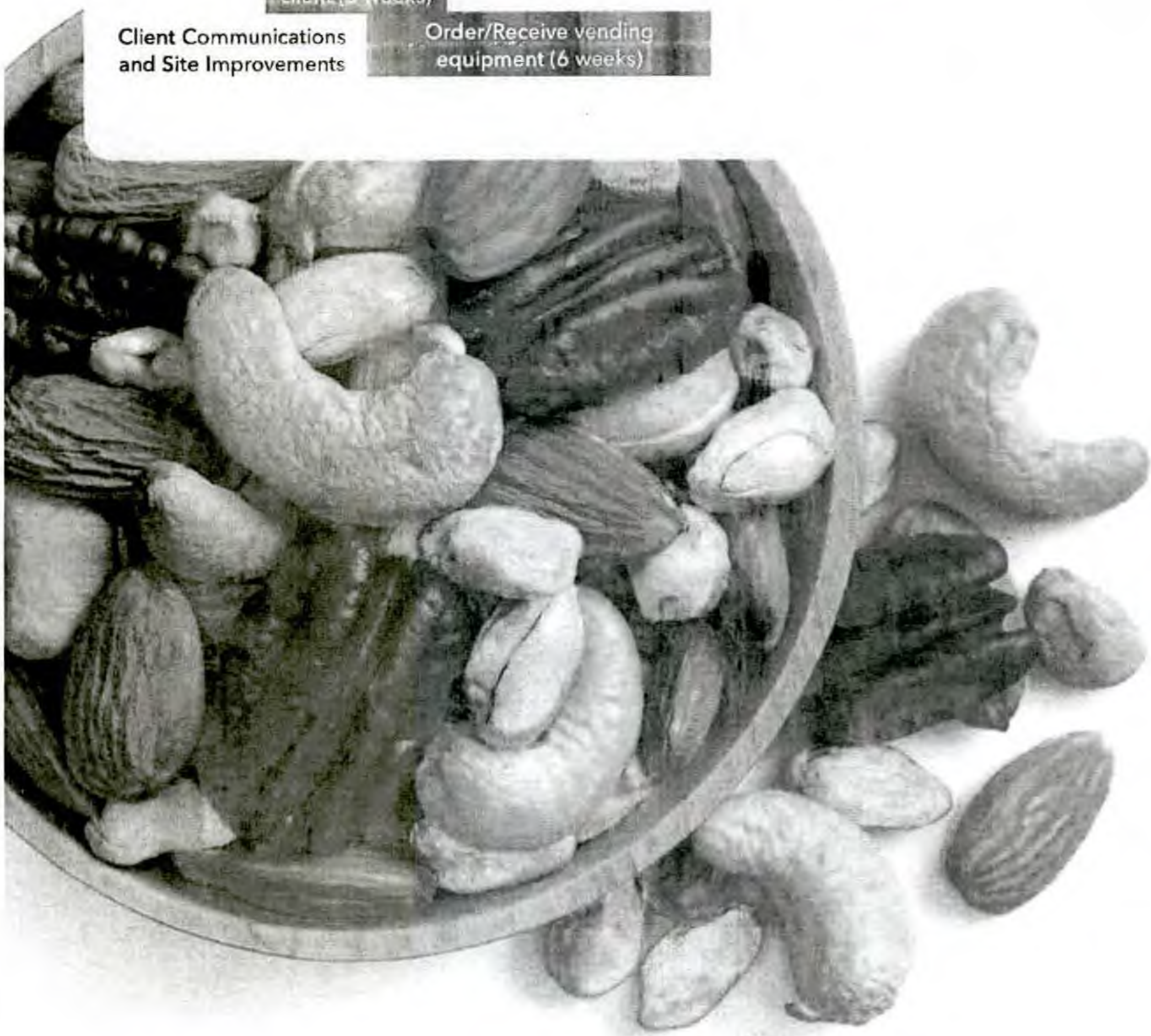
- Order equipment
- Receive equipment
- Schedule removal
- Client communications

## PHASE 3

Program Installations

- Schedule installations
- Preinstall site notifications
- Site experience follow-up
- Post-install client communications


Day 1: Implementation Kickoff Contract Signed
6-8 Weeks: Vending Implementation Complete
30 Days
60 Days
90 Days
120 Days
Define program details (2 weeks)
Schedule/conduct surveys (3 weeks)
Survey review - client (3 weeks)
Order/Receive vending equipment (6 weeks)
Install vending window (4 weeks)
Client Communications and Site Improvements



**4.4.2.4 Provide corporate financial statements for fiscal years 2021-22, 2022-23 and 2024-25.**

# Financial Updates

COMPASS GROUP®

**To: Compass Group USA Business Partners**
**Date: January 8, 2025**
**Sub: Compass Group USA Financial Update**

Compass Group USA Inc. is a wholly owned subsidiary of Compass Group PLC (CGP), the global leader for contract catering services. Compass Group USA Inc. is the legal entity representing United States operations and is the parent company of Bon Appetit Management Co., Canteen One Inc., Crothall Services Group, CulinArt Group inc., Eurest Services Inc., FLIK International Corp., Foodbuy LLC, Gourmet Dining LLC, Levy Restaurants, Morrison Management Specialists Inc., Restaurant Associates Corporation, SSC Service Solutions (Southeast Service Corporation), Wolfgang Puck Catering & Events LLC, and Unidine Corporation. Divisions of Compass Group USA Inc. include Canteen, Chartwells, Eurest Dining, Marcus Catering, Occasions Caterers and Protocol Staffing Services.

Through a series of acquisitions and organic growth, Compass Group has become the market leader in North America with annual revenues in 2024 of $28.6 billion and operating profit of $2.3 billion. Compass Group North America's revenues represent 68% of the CGP worldwide total.

CGP was formed in 1987 to facilitate the management-led buyout of the Grand Metropolitan PLC Catering division. During its 38-year history, CGP has grown significantly from a revenue and value perspective, with a current market capitalization of $56 billion. CGP trades on the London Stock Exchange under symbol CPG.L and is represented in the FTSE 100 Index. While Compass Group has experienced phenomenal growth, it remains a conservatively managed company with a strong credit rating. Access to the September 30, 2024, CGP annual report is available through the following link:

https://www.compass-group.com/en/investors/annual-report-2024.html

You are encouraged to direct financial inquiries regarding Compass Group to my attention at our North America headquarters in Charlotte, North Carolina.

Sincerely,

**Daniel Thomas**
**Senior Vice President and Treasurer • Compass Group, North America**
**2400 Yorkmont Road • Charlotte, NC 28217 • 704-328-7073**

### 4.4.2.2 References

**4.4.2.2.1 Current Accounts: Provide five (5) current accounts that are similar in size and nature to the University. The University reserves the right to contact the references. List the following information:**

**4.4.2.2.1.1 Client/Account Name and Point of Contact**

**4.4.2.2.1.2 Location and address**

**4.4.2.2.1.3 Telephone number**

**4.4.2.2.1.4 Email address**

**4.4.2.2.1.5 Length of account tenure**

## UNIVERSITY OF KENTUCKY

Cassie Marriott

Associate Director |Aux HR & Campus Hospitality - Auxiliary Services
101 Main Building
Lexington, KY 40506859-257-6162
cassie.marriott@uky.edu
UK - 2019 - vending, market and coffee services

## UNIVERSITY OF NORTH CAROLINA

Matt Hines

Retail C-Store and Vending Manager - Auxiliary Services
CB 1500 Lenoir Hall
Chapel Hill, NC 27599

P: 919-843-7739 C: 919-824-5367
mhines@email.unc.edu
2024 - vending services

## DUKE UNIVERSITY

Brandon [illegible]

Associate General Manager - Specialty Stores & Vending
1328 Campus Drive, Durham, NC 27708

919-616-4012
j.jaynes@duke.edu
2015 - vending, coffee and markets

## EASTERN KENTUCKY UNIVERSITY

[illegible]

Assistant Director, Department of University Procurement
521 Lancaster Ave.
Commonwealth 14th Floor, 1415
Richmond, Ky 40475
Phone 859-622-1482
Fax 859-622-2170
EKU - 2016 - vending services

## WEST VIRGINIA JUNIOR COLLEGE

[illegible]

College President

[illegible]
[illegible]
304-769-0011
mmiles@wvjc.edu
April 2025 - market and coffee services

## LIBERTY UNIVERSITY

[illegible]

Vice President- Auxiliary Services
1971 University Blvd, Lynchburg, VA 24515

[illegible]
[illegible]@liberty.edu
2013 - vending services

## NC STATE UNIVERSITY

[illegible]

Director - Retail Operations
2901 Thurman Dr., Raleigh NC 27695

919-8[illegible]0-0935
sdharmon@ncsu.edu
2015 - vending and commissary food

**4.4.2.2.1.6 Detailed description of services provided**

**4.4.2.2.2 Lost Accounts: For the past twelve (12) months, provide a listing of all previously held accounts that you have not been selected to retain or were not selected to provide services. List the following information:**

**4.4.2.2.2.1 Client/Account Name and Point of Contact**

**4.4.2.2.2.2 Location and address**

**4.4.2.2.2.3 Telephone number**

**4.4.2.2.2.4 Email address**

**4.4.2.2.2.5 Length of account tenure**

**4.4.2.2.2.6 Detailed description of why the account was not retained or bid not awarded.**

### OAK RIDGE

Jim Triana

1000 Association Drive
Charleston, WV 25311

304-347-4372
JTriana@completecareoakridge.com
3 years, 9 months

A corporatewide decision was made to consolidate all locations under a single vendor. We have a strong relationship with our local contact.

### CLAY CENTER

Zach Bogan

1 Clay Square
Charleston, WV 25301

304-561-3564
zbogan@theclaycenter.org
6 years

This change applied only to OCS. Other lines of business remain active. The client expressed dissatisfaction with delivery timelines and missing items from a third-party food supplier.

### MEDSURGE

Avery Estep

1902 Harper Road
Beckley, WV 25801

304-253-3000, ext. 1003
aestep@medsurgpg.com
1 year

This account was classified as a PVV. The client requested more frequent service than sales volume could support. Despite multiple planogram (POG) adjustments, sales remained low.

### COLUMBIA FORREST

Ashley Funk

242 Co Rt 3/6
Craigsville, WV 26205

304-742-5317
afunk@cfpwood.com
4 years

The client was frustrated by the extended wait for a new coffee maker. After delivery, the unit malfunctioned due to a severe storm, and we were unable to provide a timely replacement.

### CHARLESTON SANITARY

Amy Broyles

208 26th Street West
Charleston, WV 25387

304-553-1281
abroyles@csb.wv.com
3 years

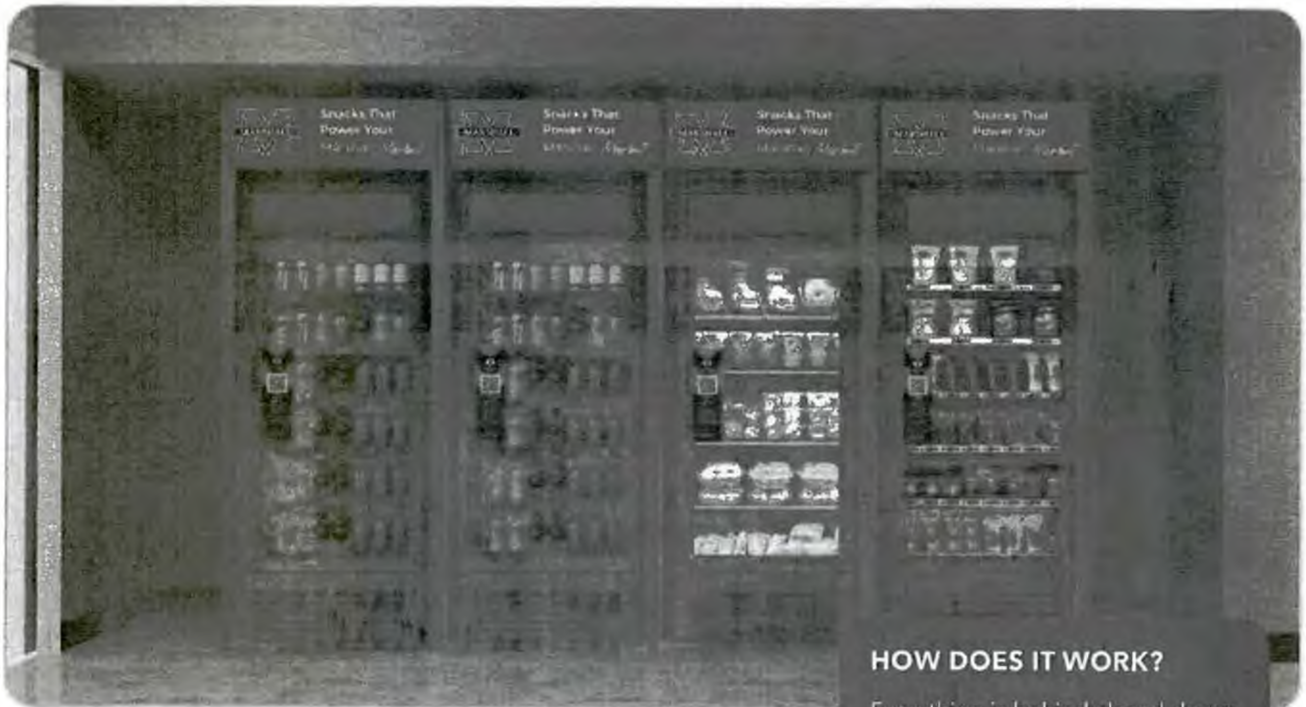
The client requested fresh food options for two pico markets. Due to insufficient sales, we transitioned to frozen offerings. Unfortunately, the driver left spoiled items in the markets on multiple occasions. Severe winter weather in January and February further impacted service.

# Additional Information

## Revenue by Machine

| | |
|---|---|
| **Current Marshall University revenue per machine with 42 machines** | **$1,800.90** |
| **College located in the Central Bluegrass Region of Kentucky** | **$3,674.00** |
| **College located in the Heart of the Central Bluegrass Region of Kentucky** | **$7,698.00** |
| **College located in the Central Piedmont Region of North Carolina** | **$8,048.00** |
| **College located in the Northeast Central Region of North Carolina** | **$7,700.00** |
| **College located in the Northern Blue Ridge Highlands Region of Virginia** | **$4,758.00** |
| **College located in the Central Region of Virginia** | **$8,675.00** |
| **College located in the Piedmont Region of Virginia** | **$5,367.00** |

# Intuitivo




**Canteen's cu[illegible]ended retail [illegible] intuitive and [illegible] shopping while [illegible] students always have access to their favorite products. We use data analytics to keep top sellers readily available and rotate [illegible] and trending [illegible] delivering the [illegible] experience through the world's smallest retail store.**

Canteen's cutting-edge technology provides innovative solutions to make grabbing a bite to eat more fun, convenient and accessible - all at the same time. Our intuitive market technology creates convenient and frictionless shopping experiences strategically positioned to supply more access to students with a meal 24 hours a day.

## Powered by Intuitivo

Intuitivo builds artificial intelligence for millions of autonomous points of purchase (A-POP), creating a tech ecosystem that drives retail innovation. Using AI, computer vision and simple hardware, Intuitivo turns any cooler or cabinet into an A-POP, offering a fast and intuitive shopping experience.

### HOW DOES IT WORK?

Everything is behind closed doors - cooler doors, that is - which can be easily accessed with the simple swipe of a credit card. The Smart Market knows when an item is picked up and returned thanks to infrared technology. Smart, yes?

Like we said, it all starts with the swipe of a credit card:

- Grab a snack, a drink, a pack of gum or all three! As you make your selections, charges appear in the shopping cart on the screen, following you from door to door.
- Want to put something back? No problem. Charges are automatically deducted when an item is returned to the shelf.
- All done? Visit the main kiosk to complete your shopping experience.

# Pico Market

## Our smallest Avenue C brings food, beverages and snacks to any location

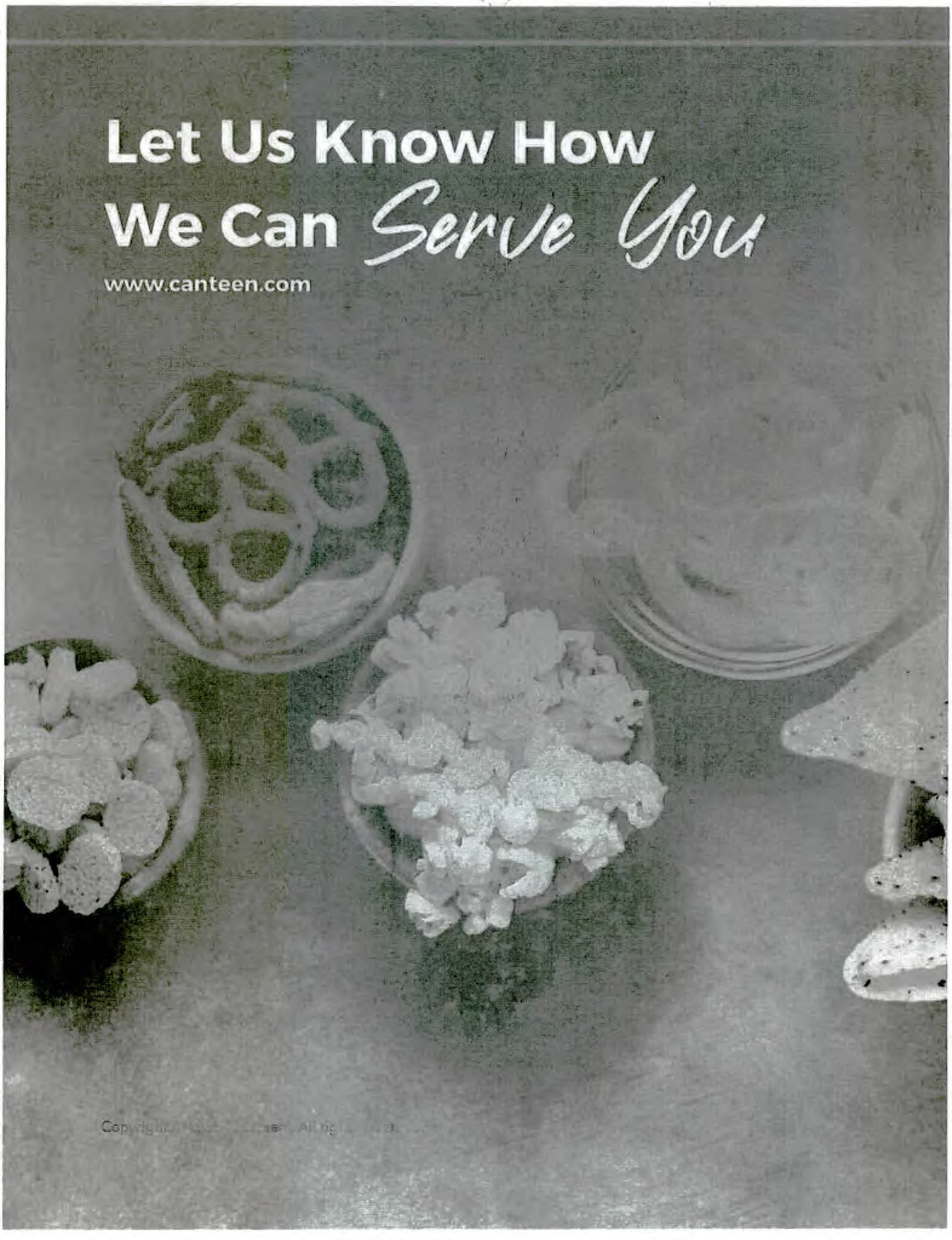
Using the same technology as our larger markets, Pico lets you just scan and go. The intuitive design offers diverse product selection in a space-friendly package. Features include:

- Thousands of product choices
  - Capacity of more than 150 food and beverage items
- Credit or mobile payment options
- Shopper accounts and loyalty programs
- Easy integration into our connected campus


## MOBILE SELF-CHECKOUT

With Canteen's Co[illegible] mobile app along with Mobile Beacon, [illegible]s can scan and pay for products direc[illegible] smartphone – [illegible] kiosk needed. This [illegible] the checkout process and increases [illegible] of service and throughput in your [illegible] benefits include:

- Bluetooth connection between Connect & Pay® app and Mobile Beacon creates a secure and cutting-edge mobile market
- Eliminate long lin[illegible] wait times
- Create a kiosk-free [illegible] only market
- Earn loyalty points
- Find discounts and promotions
- Preload and reload funds
- View purchase history and submit a refund [illegible]


Let Us Know How
We Can Serve You
www.canteen.com

canteen

**Vendor/Customer**

Menu

| Vendor/Customer | Legal Name | | | Customer Active Status | |
|---|---|---|---|---|---|
| 000000214158 | AT&T EXECUTIVE[illegible] | | | | |
| ✓ 000000214159 | COMPASS GROUP USA INC | | | | |
| 000000214170 | CHARTWELLS DINING | | | | |
| 000000214171 | COMPASS GROUP USA INC | | | | |
| 000000214172 | CVC RESTAURANT[illegible] | | | | |
| 000000214173 | NATIONAL MUSEU[illegible] | | | | |
| 000000214174 | NATRL-HISTCAFE41222472 | | | | |
| 000000214175 | RA RAYBURN C[illegible] | | | | |
| 000000214176 | RESTAUR[illegible] 1212615 | | | | |
| 000000214177 | ROTUNDA [illegible] | | | | |

From 1 to 10 of 14 First Prev **Next** **Last** **Attachments**

Save **Undo** Delete Insert **Copy** Paste **Search**

**General Info**

**Vendor/Customer :** [illegible]
**Legal Name :** CO[illegible]
**Alias/DBA :**
**Vendor Active Status :** Active
**Vendor Approval Status :** [illegible]
**Customer Active Status :** Inactive
**Customer Approval Status :** Incomplete
**Location Name :**
**First Name :**
**Middle Name :**
**Last Name :**
**Company Name :** COMPASS GROUP USA IN[illegible]
**Previous Name :**
**Previous Street :**
**Previous City :**
**Previous State/Province :**
**Previous Country :**

[illegible] Use by Department :
[illegible] Account :
Internal Account :
Third Party Only :
Third Party Vendor :
Third Party Customer :
Inventory Customer :
[illegible] Provider :
Never Archive :
[illegible] VSS Access : No
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible] Received :
VSS [illegible] Date :
[illegible] Credit Card :
Active From : [illegible]/1997
Active To :
Last Usage Date : [illegible]/2025
Department :
Unit :

**Headquarters**

**Organization**

**Disbursement Options**

**Prenote/EFT**

**Remittance Advice**

**Vendor Terms**

**Accounts Receivable**

**eMALL**

**Location Information**

**Fee and Vendor Compliance Holds**

**Fee Exempt :**
**Registration Application Date :** 11/17/2011
**Registration Effective Date :** 11/17/2011
**Registration Expiration Date :** 11/17/2012
**Pre-Registration Code :**

**Tax Clearance :**
**Unemployment Insurance :**
**Worker's Compensation :**
**Secretary of State Registration :**
**Federal Debarred :**

**Executive Compensation**

**Additional Information**

**Travel**

**Change Management**

Top
CREATE DOCUMENT> Create New Record Modify Existing Record

UPDATE> Headquarters Add 1099 Information Entry Add 1042-S Reporting Information Entry Vendor Business Types By Commodity

SEARCH BY> Master Contacts Master Addresses Vendor Commodity Vendor Addresses Vendor Business Types Vendor Service Areas VCM Query Historical Vendor Information Vendor Notes

Vendor Transaction History