NORTHWEST
MISSOURI STATE UNIVERSITY

Purchasing Department

660.562.1177 office
660.562.1422 fax

September 6, 2013

Craig Denney
Pepsi Beverages Company
227 Cherokee
St Joseph, MO 64504

RE: B201411, Pouring Rights Beverage Contract

Dear Mr. Denney;

Please find enclosed the signed contract (RFP) for 85% Market Share, Program A Pricing below market product pricing, with the attached amenities/opportunities.

Equipment provided to Northwest as part of the contract includes but are not limited to:

- 26 double door coolers
- 2 single door coolers
- 13 counter top coolers
- 2 six head non-iced dispensers
- 2 six head drop in soda dispensers
- 1 six head on counter soda dispenser
- 4 eight head on counter soda dispensers
- 1 six head juice dispenser

Sincerely;

Angie Wolters

Angie Wolters
Senior Buyer
Tele: (660) 562-1178
Fax: (660) 562-1422

Encl.: 1

800 University Drive
Maryville, MO 64468-6001
www.nwmissouri.edu

AMENDMENT NO. 3

NORTHWEST MISSOURI STATE UNIVERSITY
REQUEST FOR PROPOSAL

RFP NUMBER: B201411
RFP DATE: JUNE 28, 2013
BUYER: ANGIE WOLTERS
PHONE: (660) 562-1178
FAX: (660) 562-1422

RETURN PROPOSAL NO LATER THAN
*OPENING DATE: ~~JULY 15~~ 26, 2013
OPENING TIME: 2:00 PM
*PRE-BID DATE/TIME: JULY ~~8~~18, 2013 10:00 AM CST
* - ASTERISK INDICATE CHANGE(S)

MAIL PROPOSAL TO
NORTHWEST MISSOURI STATE UNIVERSITY
PURCHASING DEPARTMENT
800 UNIVERSITY DRIVE
MARYVILLE, MO 64468

SPECIAL DELIVERY TO:
NORTHWEST MISSOURI STATE UNIVERSITY
PURCHASING DEPARTMENT
SUPPORT SERVICE BLDG.
800 UNIVERSITY DRIVE
WEST 9TH STREET
MARYVILLE MO 64468

Title: POURING RIGHTS BEVERAGE CONTRACT
Contract Period: AUGUST 2, 2013 THROUGH JULY 31, 2016
WITH ONE (1) THREE YEAR OPTIONAL RENEWAL

MUST BE SIGNED TO BE VALID

THE OFFEROR HEREBY AGREES TO FURNISH ITEMS AND/OR SERVICES, AT THE PRICES QUOTED, PURSUANT TO THE REQUIREMENTS AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT. WHEN THIS DOCUMENT IS COUNTERSIGNED BY THE PURCHASING DEPARTMENT, IT BECOMES A BINDING CONTRACT IN WHICH THE LANGUAGE OF THIS DOCUMENT SHALL GOVERN IN THE EVENT OF A CONFLICT. A PURCHASE ORDER WILL BE ISSUED, BY NORTHWEST MISSOURI STATE UNIVERSITY, AS A RELEASE AGAINST THIS CONTRACT.

AUTHORIZED SIGNATURE: [illegible]
DATE: 8-1-2013
PRINTED NAME: [illegible]
TITLE: PROFESSIONAL SALES REPRESENTATIVE
COMPANY NAME: PEPSI BEVERAGES COMPANY
MINORITY VENDOR (YES OR NO): NO
MAILING ADDRESS: 9701 AMERICAN
CITY: [illegible]
STATE: MO
ZIP: 64504
PHONE (INCLUDED AREA CODE): [illegible]
FAX (INCLUDES AREA CODE): 816-233-7715
FED TAX ID #: 13-4174454
SOCIAL SECURITY NUMBER:

NOTICE OF AWARD: (NORTHWEST MISSOURI STATE UNIVERSITY USE ONLY)

CONTRACT NO: UC201411-1
DATE OF AWARD:
BUYER: Angie Wolters
DATE: 9-11-13
DIRECTOR: [illegible]
DATE: 9-10-13
VICE PRESIDENT FOR FINANCE: Stacy R Carreck
DATE: 9-9-13
VICE PRESIDENT OF STUDENT AFFAIRS: [illegible]
DATE: 9/13

EXHIBIT A

Program A -- Pricing Program
Northwest Missouri State University
Contract Education Packaged Goods Pricing

Pepsi Beverages Company -- Kansas-Missouri Market Unit

Effective August 1, 2013 thru July 31, 2014

Package	# of units	Cost	Unit/Cost
Carbonated Soft Drink			
8 oz Cans	24 Units	$7.27	$0.30
12 oz Cans	24 Units	$7.84	$0.33
12 oz Plastic Bottles	24 Units	$7.84	$0.33
20 oz Bottles	24 Units	$14.97	$0.62
1-Liter Bottles	15 Units	$15.20	$1.01
2-Liter Bottles	8 Units	$9.65	$1.21
Lipton Brisk Tea & Juice Blends			
12 oz Cans	24 Units	$7.84	$0.33
20 oz Bottles	24 Units	$14.97	$0.62
2-liter Bottles	8 Units	$9.65	$1.21
Lipton Naturals 20 oz Bottles	15 Units	$12.28	$0.82
Ocean Spray 15.2 oz Bottles	12 Units	$9.65	$0.80
Dole Plus 10 oz Bottles	24 Units	$17.54	$0.73
Aquafina			
12 oz Bottles	24 Units	$7.95	$0.33
16.9 oz Bottles	24 Units	$8.02	$0.33
20 oz Bottles	24 Units	$10.52	$0.44
Aquafina Splash Included			
1-Liter Bottles	15 Units	$12.88	$0.86
Lipton Pure Leaf 16 oz Glass Bottles	12 Units	$9.83	$0.82
Lipton Pure Leaf 18.5 oz Plastic Bottles	12 Units	$9.83	$0.82
Gatorade, G2, Propel			
20 oz Bottles	24 Units	$17.09	$0.71
12 oz Bottles	24 Units	$14.27	$0.59
20 oz Bottles (Propel)	24 Units	$20.48	$0.85
32 oz Bottles	15 Units	$15.60	$1.04
4 oz Prime Pouch	20 Units	$21.22	$1.06
16.9 oz Recover Bottles	12 Units	$18.56	$1.55
Sobe			
20oz Plastic Bottles	12 Units	$15.91	$1.33
Life Water 20oz Bottles	12 Units	$12.93	$1.08
AMP Energy 16 oz Cans	12 Units	$18.13	$1.51
Rockstar Energy 16 oz Cans	24 Units	$39.77	$1.66
Rockstar Energy 15 oz Cans	24 Units	$39.77	$1.66
Kickstart Mountain Dew 16 oz Cans	12 Units	$12.30	$1.03
Starbucks Coffee			
Frappuccino Coffee 9.5 oz Glass	12 Units	$16.82	$1.40
Frappuccino Coffee 13.7 oz Glass	12 Units	$19.42	$1.62
Doubleshot 6.5 oz Can	24 Units	$38.02	$1.58
Doubleshot + Energy 15 oz Can	12 Units	$18.13	$1.51
Iced Coffee 11 oz Glass	12 Units	$17.68	$1.47
Seattle's Best Iced Coffee			
9.5 oz Can	12 Units	$13.52	$1.13
Tazo Premium Iced Tea 13.8 oz Glass Bottles	12 Units	$16.57	$1.38
Muscle Milk Protein Drinks 14 oz Bottles	12 Units	$37.23	$3.10

All Pepsi-Owned Vending Machines and Coolers MUST be stocked with Pepsi-Cola Products Exclusively
Minimum Delivery Requirements of 11 Cases Per Delivery

Pepsi Beverages Company Reserves the Right to Limit Quantities to Ensure Freshness

EXHIBIT A

PROGRAM A - PRICING PROGRAM

MARKET SHARE	AMENITIES OFFERED										
	SPONSORSHIP SUPPORT	DONATED PRODUCT SUPPORT	ONE PEPSICO SUPPORT	ATHLETIC / SIDELINES SUPPORT	SUSTAINABILITY SUPPORT	SCHOLARSHIP SUPPORT	STUDENT ACTIVATION SUPPORT	CAMPUS ACTIVATION SUPPORT	HEALTH & WELLNESS ACTIVATION SUPPORT	TOTAL SUPPORT (DOLLARS)	PRODUCT PRICING
100%	$115,000	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$190,000**	PROGRAM A pricing
90%	$89,000	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$164,000**	PROGRAM A pricing
85%	$76,750	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$151,750**	PROGRAM A pricing
80%	$64,500	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$139,500**	PROGRAM A pricing
70%	$40,500	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$115,500**	PROGRAM A pricing
60%	$16,000	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$91,000**	PROGRAM A pricing
50%	$7,500	$5,000	$2,000	$12,000	$8,000	$8,000	$8,000	$8,000	$8,000	**$66,500**	PROGRAM A pricing
40%	$0	$5,000	$0	$0	$0	$0	$0	$0	$0	**$5,000**	PROGRAM A pricing plus $0.50 per case increase
30%	$0	$5,000	$0	$0	$0	$0	$0	$0	$0	**$5,000**	PROGRAM A pricing plus $1.00 per case increase
20%	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**	PROGRAM A pricing plus $1.50 per case increase
10%	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**	PROGRAM A pricing plus $2.00 per case increase

The various amenities offered once annually in the 85% market share program are highlighted in GREEN in the grid above

The total annual support funding (the sum total of all of the various amenities offered once annually) offered in the 85% market share program is highlighted in RED in the grid above

ALL SUPPORT FUNDING IS TIED DIRECTLY TO BOTH BOTTLE & CAN AND FOUNTAIN SALES VOLUME FOR EACH SHARE LEVEL

85% MARKET SHARE PROGRAM

ANNUAL FOUNTAIN POSTMIX CONCENTRATE SALES VOLUME THRESHOLD	8,600 GALLONS
SIX YEAR FOUNTAIN POSTMIX CONCENTRATE SALES VOLUME THRESHOLD	51,600 GALLONS
ANNUAL BOTTLED & CANNED PACKAGED GOODS CASE SALES VOLUME THRESHOLD	24,200 CASES
SIX YEAR BOTTLED & CANNED PACKAGED GOODS CASE SALES VOLUME THRESHOLD	145,200 CASES

Both the six year Fountain Postmix Concentrate gallon sales volume threshold (highlighted in RED in the box immediately above) and the six year Bottled & Canned Packaged Goods case sales volume threshold (also highlighted in RED in the box immediately above) will need to be met or exceeded during the six year term of this specific Beverage Distribution Program

ORIGINAL

AMENDMENT NO. 2

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PHONE: (660) 562-1178
FAX: (660) 562-1422

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AUTHORIZED SIGNATURE: [signature] DATE: 7-24-13
PRINTED NAME: CRAIG DENNEY TITLE: FOODSERVICE SALES REPRESENTATIVE
COMPANY NAME: PEPSI BEVERAGES COMPANY MINORITY VENDOR (YES OR NO): NO
MAILING ADDRESS: 227 CHEROKEE
CITY: ST. JOSEPH STATE: MO ZIP: 64504
PHONE (INCLUDED AREA CODE): 816-238-2467 FAX (INCLUDES AREA CODE): 816-238-7715
FED TAX ID #: 13-4042452 SOCIAL SECURITY NUMBER:

NOTICE OF AWARD: (NORTHWEST MISSOURI STATE UNIVERSITY USE ONLY)

CONTRACT NO: _____ DATE OF AWARD: _____

BUYER _____ DIRECTOR _____

DATE _____ DATE _____

VICE PRESIDENT OF FINANCE _____ VICE PRESIDENT OF STUDENT AFFAIRS _____

DATE _____ DATE _____

AMENDMENT NO. 2

Question/Answer

1. How many vending machines are on campus currently?

   a. 61 total vending machines – see below chart with information.

Current Machine Mix and Placement

Building	Floor	Area/Dept.	Common Name	Asset Tag Number	Serial Number	Model Number	Manufacturer
North Complex	Basement		Drink Machine	90162	200819PA00358	RVVNG500	Royal
North Complex	Basement		Snack Machine	90163	1225459	3535WS5000	Wittern
South Complex	1st		Drink Machine	90185	200819PA00356	RVVNG500	Royal
South Complex	1st		Snack Machine	90165	1222045	3535WS5000	Wittern
Franken Hall	1st		Drink Machine	90142	200819PA00332	RVVNG500	Royal
Franken Hall	1st		Snack Machine	90143	1222043	3535WS5000	Wittern
Tower East	1st		Drink Machine	90150	200819PA00335	RVVNG500	Royal
Tower East	1st		Snack Machine	90151	1222051	3535WS5000	Wittern
Tower West	1st		Drink Machine	90152	200819PA00357	RVVNG500	Royal
Tower West	1st		Snack Machine	90153	1222033	3535WS5000	Wittern
Phillips Hall	1st		Drink Machine#1	90146	200819PA00330	RVVNG500	Royal
Phillips Hall	1st		Snack Machine	90147	1222035	3535WS5000	Wittern
Millikan	1st		Drink Machine#1	90144	200819PA00346	RVVNG500	Royal
Millikan	1st		Snack Machine	90145	1222042	3535WS5000	Wittern
Dieterich	1st		Drink Machine#1	90140	200819PA00331	RVVNG500	Royal
Dieterich	1st		Snack Machine	90141	1222049	3535WS5000	Wittern
MDC Storage		Vending	Drink Machine	90164	200819PA00361	RVVNG500	Royal
MDC Storage		Vending	Drink Machine	90170	200819PA00355	RVVNG500	Royal
MDC Storage		Vending	Combo Machine	90179	1226350	3519ST5000	Wittern
St. Joseph Center			Combo Machine	90184	1226356	3519ST5000	Wittern
Colden Hall	1st		Drink Machine	90154	200819PA00336	RVVNG500	Royal
Colden Hall	1st		Snack Machine	90155	1220036	3535WS5000	Wittern
Wells Hall	1st		Drink Machine	90171	200819PA00333	RVVNG500	Royal
Wells Hall	1st		Snack Machine	90172	1225460	3535WS5000	Wittern
Fine Arts	Basement		Drink Machine	90156	200819PA00352	RVVNG500	Royal
Fine Arts	Basement		Snack Machine	90157	1222047	3535WS5000	Wittern
Valk	Basement		Snack Machine	90190	12204808028	3535WS5000	Wittern
Library	1st	Lounge	Drink Machine#1	90173	200819PA00341	RVVNG500	Royal
Library	1st	Lounge	Drink Machine#2	90174	200819PA00340	RVVNG500	Royal
Library	1st	Lounge	Snack Machine	90175	1222041	3535WS5000	Wittern
Admin	1st		Drink Machine	90148	200819PA00359	RVVNG500	Royal
Admin	1st		Snack Machine	90149	1225461	3535WS5000	Wittern
Support Ser	1st	Lounge	Drink Machine	90166	200819PA00337	RVVNG500	Royal
Support Ser	1st	Lounge	Snack Machine	90167	1222040	3535WS5000	Wittern
Union	2nd		Drink Machine	90158	200819PA00360	RVVNG500	Royal
Union	2nd		Snack Machine	90159	1222038	3535WS5000	Wittern
Garrett Strong	2nd		Snack Machine	90191	12203408028	3535WS5000	Wittern
Lamkin	Basement		Snack Machine	90189	12204408028	3535WS5000	Wittern
CIE	1st		Combo Machine	90180	635108134	3519ST5000	Wittern
Brown Hall	2nd		Combo Machine	90188	1226349	3519ST5000	Wittern
Performing Arts	Basement		Combo Machine	90181	1226348	3519ST5000	Wittern
Martindale	2nd		Combo Machine	90176	1226353	3519ST5000	Wittern
TR	1st		Combo Machine	90178	1226352	3519ST5000	Wittern
McKemy	1st		Combo Machine	90183	1226355	3519ST5000	Wittern
Maintenance	1st		Combo Machine	90177	1226347	3519ST5000	Wittern
MDC	1st		Combo Machine	90182	1225550	3519ST5000	Wittern
Douglas	1st		Combo Machine	90187	12235408134	3519ST5000	Wittern
Hudson/Perrin	Basement		Drink Machine#1	90168	200819PA00354	RVVNG500	Royal
Hudson/Perrin	Basement		Drink Machine#2	90186	200819PA00349	RVVNG500	Royal
Hudson/Perrin	Basement		Snack Machine	90169	1222039	3535WS5000	Wittern
Roberts	Basement		Drink Machine	90160	200819PA00334	RVVNG500	Royal
Roberts	Basement		Snack Machine	90161	1222046	3535WS5000	Wittern
Lamkin Activity Ctr	Basement		Drink Machine	2276887	200923PA00002	RVVNG500	Royal
Valk	Basement		Drink Machine	2276888	200819PA00343	RVVNG500	Royal
Millikan Hall	1st		Drink Machine	2276889	201029PA00073	RVVNG500	Royal
Garrett Strong	2nd		Drink Machine		200819PA00350	RVVNG500	Royal
Colden Hall	1st		Drink Machine	2335101	201029PA00075	RVVNG500	Royal
Valk Lab	1st		Drink Machine	2335102	201029PA00071	RVVNG500	Royal
Valk Lab	1st		Snack Machine		124784410203	3535WS5000	Wittern
Dieterich Hall	1st		Drink Machine	2335103	201029PA00074	RVVNG500	Royal
Phillips Hall	1st		Drink Machine	2335104	201029PA00072	RVVNG500	Royal

Green cells are residence halls

AMENDMENT NO. 2

2. How many suites are located at the Stadium?

   a. Northwest Missouri State University has ten individual suites, in addition to President's suite, Athletics suite, Press Box, and Stadium Club all located in the Football Stadium.

      STADIUM SUITES (West side of Stadium – Level 3)
      - 2- Double Suites
      - 10- Individual Suites

      STADIUM SUITES (West side of Stadium – Level 4)
      - 2- Suites (Press Box and Athletics)

3. How many concessions do you have?

   a. EAST/WEST STADIUM CONCESSIONS: (East side 3- stands; West side 2- stands)
      - Football (utilizes all stands)
      - Men's & Women's Track (only utilizes South West Stand)

   b. LAMKIN CONCESSIONS: (Southwest corner of Lamkin activity center – main level)
      - Women's Basketball
      - Men's Basketball
      - Women's Volleyball – does not operate cash registers during these games – 919#s entered manually and charged to dining accounts by office staff. Products vary with microwave popcorn vs fresh and no bearcat burger dogs.
      - High School Basketball tournaments – games

4. Who provides product to National Brands of Food Suppliers on campus, example: Zen?

   a. Aramark orders, provides, and pays for all products.

5. What is Northwest's time line for equipment to be on site and installed?

   a. August 5th or sooner University anticipates access to Dining areas, contingent upon Construction being complete.

   b. August 14th University anticipates serving in Bearcat Commons

   c. August 19th Aramark staff training.

   d. August 22nd Freshman on campus , classes begin for Freshman only.

   e. August 26th, Classes begin for remaining students.

6. What is the cup size of fountain drinks for the Dining area? Do you have refillable cups?

   a. Cups will be 16 oz

   b. Re-usable bottle will be 25 oz

7. Clarification: No coolers for alcohol products for the suites will be requested by Northwest.

AMENDMENT NO. 2

PART V
Technical Specifications

3.3.3.6 Athletic Sponsorship Opportunities:

3.3.6.2 Athletic Fluid Replacement Materials (Sports Drinks) and Supplies used annually by the Northwest Athletics programs:

NOTE: Hard goods are on a 2-3 year rotation for supply and soft goods (product) are yearly.

- 2 Three gallon Drink Coolers
- 4 Seven gallon Drink Coolers
- 4 Ten gallon Drink Coolers
- 4 48 Qt or larger Ice Chests
- 400 Squeeze Bottles
- 4 Water Bottle Carriers
- 15 Cases of Gatorade Power Mix (41 – 15 oz packs per case) (NO fruit punch)
- 50 Cases of Bottled (20 oz) Water
- 20 Cases of Assorted Soft Drinks
- 120 Cases of Bottled (20 oz) Gatorade
- 5 Cases of Gatorlytes
- 10 Cases of Gatorade Prime
- 3 Cases of Gatorade Endurance (powder form)
- 15 Cases of 10 oz Wax Paper Cups (1500) per case/box
- 100 Sideline Towels

AMENDMENT NO. 1

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BUYER
DIRECTOR
DATE
DATE
VICE PRESIDENT OF FINANCE
VICE PRESIDENT OF STUDENT AFFAIRS
DATE
DATE

AMENDMENT NO. 1

PART II
General Requirements

3. **Timeline**

The following list identifies key target dates that will be used through the RFP process. These dates are subject to change at the sole discretion of Northwest Missouri State University. All Offerors will be informed promptly if and when dates pertaining to the RFP process are changed by Northwest Missouri State University from what is shown below.

DATE	ACTIVITY
*July ~~8~~ 18, 2013	Pre-Bid, Support Services Building Conference Room 10:00 AM
*July ~~10~~ 22, 2013	Deadline for Submission of Written Questions from Offerors
*July ~~15~~ 26, 2013	RFP Response Due Date 2:00 p.m. CST
~~July 19~~ August 1, 2013	Expected Date of Award
August 2, 2013	Estimated Start Date of New Contract

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STATE: MO
ZIP: 64504
PHONE (INCLUDED AREA CODE): 816-238-2467
FAX (INCLUDES AREA CODE): 816-238-7715
FED TAX ID #: 13-4042452
SOCIAL SECURITY NUMBER:

NOTICE OF AWARD: (NORTHWEST MISSOURI STATE UNIVERSITY USE ONLY)

CONTRACT NO: _____
DATE OF AWARD: _____

BUYER _____
DIRECTOR _____

DATE _____
DATE _____

VICE PRESIDENT OF FINANCE _____
VICE PRESIDENT OF STUDENT AFFAIRS _____

DATE _____
DATE _____

Table of Contents

PART I
Terms and Conditions

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

a. **Northwest, University, or Northwest Missouri State University** means Northwest Missouri State University the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Purchasing Department**. Northwest Missouri State University is also responsible for payment.

b. **Amendment** means a written, official modification to an RFP or to a contract.

c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.

e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

f. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is the Buyer.

g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

h. **Contract Representative** means Northwest's Director of Auxiliary Services and/or his/her designee.

i. **Contractor** means a person or organization who is a successful Offeror as a result of an RFP and who enters into a contract.

j. **Exhibit** applies to documents/forms which are included with an RFP for the Offeror to complete and return with the sealed proposal prior to the specified opening date and time.

k. **Request for Proposal (RFP)** means the solicitation document issued by the Purchasing Department to potential Offerors for the purchase of equipment, supplies, and/or services as described in this document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

l. **May** means that a certain feature, component, or action is permissible, but not required.

m. **Must** means that a certain feature, component, or action is a mandatory condition.

n. **Pricing Page(s)** applies to the form(s) on which the Offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing page(s) must be completed and submitted by the Offeror with the sealed proposal prior to the specified proposal opening date and time.

o. **Purchasing, Purchasing Department** means the Purchasing Department of Northwest Missouri State University.

p. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of the Purchasing Department.

q **Shall,** has the same meaning as the word must.

r. **Should,** means that a certain feature, component, and/or action is desirable but not mandatory.

2. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the Offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Buyer if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from Offerors regarding specifications, requirements, competitive proposal process, etc. must be directed to the Buyer from the Purchasing Department, unless RFP specifically refers the Offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.

b. Every attempt shall be made to ensure that the Offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all Offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, Offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.

c. Offerors are cautioned that the only position of Northwest Missouri State University is that position which is stated in writing and issued by the Purchasing Department in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

d. The Purchasing Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among Offerors, price-fixing by Offerors, or any other anticompetitive conduct by Offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

e. The RFP is mailed to potential Offerors at the current address maintained on the vendor registration file in the Purchasing Department. If any portion of the address is incorrect, the Offeror must notify the Buyer in writing upon receipt of the document. Any subsequent amendment to an RFP shall be mailed to the same address as the original RFP unless otherwise notified.

f. The Purchasing Department reserves the right to officially amend or cancel an RFP after issuance.

3. PREPARATION OF PROPOSALS

a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at Offeror's risk.

b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The Offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the Offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.

e. In the event that the Offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such an Offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the Purchasing Department and the Offeror, if such Offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such Offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.

f. All equipment and supplies offered in a proposal must be new and of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.

h. Proposals, including all pricing therein, shall remain valid for 90 days from proposal opening of Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.

i. Any foreign Offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

4. SUBMISSION OF PROPOSALS

a. A proposal submitted by an Offeror must (1) be signed by a duly authorized representative of the Offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the office of the Purchasing Department and officially clocked in no later than the exact opening time and date specified in the RFP. [However, it shall be the responsibility of the Offeror to ensure their proposal is the Purchasing Department (address listed above) no later than exact opening time and date specified in the RFP.]

b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.

c. A proposal may only be modified or withdrawn by signed, written notice which has been received by the Purchasing Department prior to the official opening date and time specified. A proposal may also be withdrawn or modified in person by the Offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a proposal shall not be honored.

d. Offerors must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the Offeror of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the Offeror's full compliance with those documents is indicated elsewhere within the Offeror's response.

e. Faxed proposals shall not be accepted. However, faxed and e-mail no-Proposal notifications shall be accepted.

5. PROPOSAL OPENING

a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondent shall be read at the proposal opening. The contents of the proposal shall not be disclosed.

b. Proposals which are not received by the Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances accordance with 1 CSR 40-1.050.

6. PREFERENCES

a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

c. In accordance with Executive Order 05-30, Contractors are encouraged to utilize certified minority women-owned businesses in selecting subcontractors.

d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

7. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Buyer before the contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

b. Any pricing information submitted by an Offeror shall be subject to evaluation if deemed by the Purchasing Department to be in the best interests of Northwest Missouri State University.

c. The Offeror is encouraged to propose price discounts for prompt payment of propose other price discounts that would benefit Northwest Missouri State University. However unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to Northwest Missouri State University.

d. Awards shall be made to the Offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and the best proposal, considering price, responsibility of the Offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with sections 34.010 and 34.070, RSMo, and Executive Order 04-09.

e. In the event all Offerors fail to meet the same mandatory requirement in an RFP, the Purchasing Department reserves the right, at its sole discretion, to waive that requirement for all Offerors and to proceed with the evaluation. In addition, the Purchasing Department reserves the right to waive any minor irregularity or technicality found in any individual proposal.

f. Northwest Missouri State University reserves the right to reject any and all proposals.

g. When evaluating a proposal, Northwest Missouri State University reserves the right to consider relevant information and fact, whether gained from a proposal, from an Offeror, from an Offeror's references, or from any other source.

h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

i. Negotiations may be conducted with those Offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing Offerors.

j. Any award of a contract shall be made by notification from the Purchasing Department to the successful Offeror. The Purchasing Department reserves the right to make multiple awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by Northwest Missouri State University based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Northwest Missouri State University.

k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

l. The Purchasing Department reserves the right to request clarification of any portion of the Offeror's response in order to verify the intent of the Offeror. The Offeror is cautioned, however, that their response shall be subject to acceptance without further clarification.

m. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1CSR 40—1.050 (10).

n. The final determination of contract(s) award shall be made by the Purchasing Department.

8. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the Offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. In the event of a conflict in the interpretation of the contract documents, the parties agree that the terms within the contract documents shall be construed or given binding effect in the following order: (1) the RFP and amendments thereto, (2) the Purchasing Department's acceptance of the response (proposal) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order" and then (3) the Contractor's proposal to the RFP including the Contractor's best and final offer.

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized Purchase Order.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Purchasing Department or by a purchase order change order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

9. INVOICING AND PAYMENT

a. Northwest Missouri State University does not pay state or federal taxes unless otherwise required under law or regulation.

b. The Northwest Missouri State University Automated Procurement System has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the contract or purchase order number and must be itemized in accordance with items listed on the purchase order and/or contract. Failure to comply with this requirement may delay processing of invoice for payment.

c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Purchasing Department, which may be withheld at the sole discretion of Northwest Missouri State University. A transfer to an affiliate (a

company which controls, is controlled by or is under common control with the assigning party or its ultimate parent company) will be subject to reasonable approval of Northwest Missouri State University, such approval not to be unreasonably withheld.

d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.

e. Northwest Missouri State University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to Northwest Missouri State University's rejection and shall be returned at the Contractor's expense.

f. All invoices for equipment, supplies, and/or services purchased by Northwest Missouri State University shall be subject to late payment charges as provided in Section 34.055 RSMo.

10. DELIVERY

a. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

11. INSPECTION AND ACCEPTANCE

a. No equipment, supplies, and/or services received by Northwest Missouri State University pursuant to a contract shall be deemed accepted until Northwest Missouri State University has had reasonable opportunity to inspect said equipment, supplies, and/or services.

b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

c. Northwest Missouri State University reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

d. Northwest Missouri State University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies Northwest Missouri State University may have.

12. WARRANTY

a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Purchasing Department, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

b. Such warranty shall survive delivery and shall not be deemed waived either by reason of Northwest Missouri State University's acceptance of or payment for said equipment, supplies, and/or services.

13. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the Purchasing Department.

c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Nodaway County, Missouri.

f. The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

14. CONFLICT OF INTEREST

a. Officials and employees of Northwest Missouri State University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest.

b. The Contractor hereby covenants that at the time of submission of the proposal the Contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of the contract neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by Northwest Missouri State University of any existing or future right and/or remedy available by law in the event of any claim by Northwest Missouri State University of the Contractor's default or breach of contract.

b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to Northwest Missouri State University of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with Northwest Missouri State University.

16. CANCELLATION OF CONTRACT

a. In the event of material breach of contractual obligations by the Contractor, the Purchasing Department may cancel the contract. At its sole discretion, the Purchasing Department may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide Purchasing Department within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach which the University may at its sole discretion approve or reject.

b. If the Contractor fails to cure the breach, the Purchasing Department will issue a notice of cancellation terminating the contract immediately. If it is determined that Northwest Missouri State University improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

c. If the Purchasing Department cancels the contract for breach, the Purchasing Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Purchasing Department deems appropriate and charge the Contractor for any additional costs incurred thereby.

d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon Northwest Missouri State University for any period in which funds have not been appropriated, and Northwest Missouri State University shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATION AND NOTICES

Any written notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, deposited with a commercial overnight delivery service, or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed in the contract.

18. BANKRUPTCY OR INSOLVENCY

a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Purchasing Department immediately.

b. Upon learning of any such actions, the Purchasing Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless Northwest Missouri State University, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Contractor is found to exist, the Purchasing Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all Offeror's lists until the corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

PART II
General Requirements

1. **Purpose**

The overall purpose of this RFP is to provide information to vendors interested in preparing and submitting sealed proposals to meet the requirements of Northwest Missouri State University for a Pouring Rights Beverage Contract that includes support (amenities) for Northwest Missouri State University. Contractor shall partner with current Campus Dining, Catering, and Vending Services Contractor, which is a separate contract. The University reserves the right to accept or reject any part of any bid, or to request modification or clarification of any part of a bid, and to accept or reject any or all bids without penalty.

Contractor shall partner with current Campus Dining, Catering, and Vending Services Contractor to supply and maintain all necessary equipment (does not include vending machines) for displaying and dispensing of beverage products. Equipment shall be ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available.

Northwest Missouri State University reserves the right to make an award for all of the beverage categories to a single supplier, or make an award for any combination of beverage categories to one or more suppliers, at the sole discretion of Northwest Missouri State University.

2. **Prohibited Contact**

The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the Board of Regents, consultants, professional advisors, the incumbent's dining staff and/or management, evaluation/RFP committee members or any employee of University, except the Purchasing Department, on any matter having to do in any respect with this RFP other than as outlined herein prior to a contract being executed. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of Northwest Missouri State University, result in disqualification and rejection of any proposal.

3. **Timeline**

The following list identifies key target dates that will be used through the RFP process. These dates are subject to change at the sole discretion of Northwest Missouri State University. All Offerors will be informed promptly if and when dates pertaining to the RFP process are changed by Northwest Missouri State University from what is shown below.

DATE	ACTIVITY
July 8, 2013	Pre-Bid, Support Services Building Conference Room 10:00 AM
July 10, 2013	Deadline for Submission of Written Questions from Offerors
July 15, 2013	RFP Response Due Date 2:00 p.m. CST
July 19, 2013	Expected Date of Award
August 2, 2013	Estimated Start Date of New Contract

4. **Contract Period**

4.1 The original contract period shall be midnight August 2, 2013 through midnight July 31, 2016 with Northwest Missouri State having the sole right to extend the term thereafter by exercising one (1) additional 3-year renewal option. The contract shall not bind, nor purpose to bind Northwest Missouri State University for any contractual commitment in the excess of the original contract period.

5. **Contract Price**

5.1 All prices shall be firm and fixed. Northwest Missouri State University shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, and/or installation costs.

5.2 The contractor shall not invoice federal excise tax unless otherwise required under federal law or regulation.

6. **Renewals**

6.1 If the option for renewal is exercised by the Purchasing Department, the Contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Renewal Sheet, **Exhibit B**

6.2 If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

6.3 In addition, the Contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if Northwest Missouri State University determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the Contractor, the contract may be terminated, and a new procurement process may be conducted. The Contractor shall also understand and agree Northwest Missouri State University may determine funding limitations necessitate a decrease in the Contractor's pricing for the renewal period(s). If such action is necessary and the Contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.

7. **Termination**

7.1 During any renewal period, Northwest Missouri State University reserves the right to terminate the contract at anytime, for the convenience of Northwest Missouri State University, without penalty or recourse, by giving the Contractor written notice at least 90 calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive compensation for services and/ or supplies delivered to and accepted by Northwest Missouri State University pursuant to the contract prior to the effective date of termination.

8. **Non-US Offeror-**

a. If the Offeror is a foreign entity that does not have Employer Identification Number assigned by the United States Internal Revenue Service (IRS), in addition to providing the information on page one of the RFP, the Offeror needs to also submit a completed IRS W-8 form with the proposal.

1) The appropriate IRS W-8 Form can be obtained through the internet at the www.irs.gov website.

2) The Offeror should attach the completed IRS W-8 form to the completed page one of the RFP and submit both with the proposal.

b. If the Offeror is a foreign entity that has an Employer Identification Number assigned by the IRS completing an IRS W-8 form is not necessary. However, be sure to include the Employer Identification Number when completing page one of RFP.

9. **Business Compliance**- The Offeror must be in compliance with laws regarding conducting business in the State of Missouri. The Offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the Offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance upon request by Northwest Missouri State University Purchasing Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:

a. Registration of business name (if applicable)

b. Certificate of authority to transact business/certificate of good standing (if applicable)

c. Taxes (e.g., city/county/state/federal)

d. State and local certifications (e.g., professions/occupations/activities)

e. Licenses and permits (e.g., city/county license, sales permits)

f. Insurance (e.g., worker's compensation/unemployment compensation)

10. **Miscellaneous Submittal Information – Exhibits C**

10.1 **MBE / WBE**-In order for Purchasing Department to meet the provisions of Executive Order 05-30 if the contract exceeds $100,000, the Offeror should secure participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract. The Offeror must complete **Exhibit C, Participation Commitment**.

a. These targets can be met by a qualified MBE/WBE Offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

b. The services performed or the products provided by MEB/WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the Offeror's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

c. In order to be considered as meetings these targets, the MBE/WBEs must be "qualified" at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

Definition – Qualified MBE/WBE:

a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO) at the time of submission of the proposal.

b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.

c. Minority is defined as belonging to one of the following racial minority groups: African American, Native American, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington. D.C.
Resources – A listing of several resources that are available to assist Offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Equal Opportunity (OEO) at:

Office of Administration, Office of Equal Opportunity (OEO), Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65105-8130, Phone: (877) 259-2963 or (573) 751-8130, Fax: (573) 522-8078, Web site: http://www.OEO.mo.gov

10.2 **Missouri Service Disabled Veteran Business Preference-** Any Offeror eligible to receive the Missouri Service-Disabled Veteran Business Preference pursuant to section 34.074, RSMo, must review and complete **Exhibit C, Missouri Service- Disabled Veteran Business Preference**, and provide the specified documentation in accordance with the instruction provided therein.

10.3 **American Made-** In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the Offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.

a. Offerors who can certify that goods or commodities to be provided in accordance with the contract are manufactured or produced in the United States or imported in accordance with qualifying treaty, law, agreement, or regulation shall be entitled to a ten percent (10%) preference over Offerors whose products do not qualify

b. The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.

c. If the Offeror claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.

d. In accordance with the Buy American Act, the Offeror must provide proof of compliance with RSMo 34.353. Therefore the Offeror should complete and return **Exhibit C, Buy American**, certification regarding proof of compliance, with proposal if it exceeds twenty-five thousand dollars ($25,000). This document must be satisfactorily completed prior to an award of a contract.

11. Proposals

11.1 Offeror must submit **ONE** original completed RFP including the Bid Bond and all Exhibits, **Six (6) c**opies of only the first page of the RFP and all Exhibits, and Seven (7) electronic copies (flash drive; CD-ROM etc.) of complete proposal document to Northwest Missouri State University on or before the RFP opening date and time.

Attn: Angie Wolters
Northwest Missouri State University

Purchasing Department
800 University Drive
West 9th Street
Maryville, MO 64468

12. Oral Presentations

12.1 Vendors submitting proposals may be required to make individual presentations to the RFP Evaluation committee in order to clarify their proposals. Presentations shall not be made unless requested by Northwest Missouri State University.

13. Incurred Expenses

13.1 Northwest Missouri State University shall not be responsible for any costs incurred by any vendor in preparing and submitting a proposal.

14. Conduct of Negotiations

14.1 Offers shall be accorded fair and equal treatment with respect to any opportunity for discussion, negotiation and clarification of proposals. Any oral clarifications of substance of proposal shall be reduced to writing by the Offeror when requested by the evaluation committee.

15. Bid Bond

15.1 Offeror must submit a bid bond in the amount of **$5,000** in the form of a Bid bond. The Bid bond must reference the official RFP number and must be payable to Northwest Missouri State University.

The Bid bond guarantees that the Offeror will accept a contract in accordance with the requirements of the RFP. Failure to accept a contract will cause the amount of the Bid bond to be surrendered to Northwest Missouri State University.

The successful Offeror's Bid bond will be held until an appropriate performance bond is received by Northwest Missouri State University. Failure to submit the performance bond as specified will result in the forfeiture of the Bid bond.

16. Performance Bond

16.1 The Contractor must furnish a performance bond, in the form provided as **ATTACHMENT 1**, to the Director of Purchasing within thirty (30) days after the notice of intent to award the contract and prior to any performance of the contract. The performance bond must be payable to Northwest Missouri State University in the amount of **$50,000**. The surety executing said performance bond must be properly licensed to perform such bonding in and under the laws of the State of Missouri. In the event that Northwest Missouri State University exercises an option to renew the contract for an additional period, as hereinafter provided, the Contractor shall be required to furnish the same bond as provided above for any renewal period under said option.

17. Miscellaneous

17.1 No material or reports prepared by the Contractor shall be released to the public without the prior written consent of Northwest Missouri State University.

17.2 The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or their employees to be an employee of Northwest Missouri State University. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold Northwest Missouri State University, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

17.3 The Contractor agrees and understands that Northwest Missouri State University's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualifications(s) as shall be identified and or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of Northwest Missouri State University.

17.4 The University may, at any time or from time to time and for any reason whatsoever, notify the Contractor that it will no longer accept services performed by any one or more of the Contractor's employees. The University shall have no obligation to disclose such notification. Contractor shall promptly remove such employee(s) from University premises and take immediate steps to insure that its performance under the contract will not be reduced.

17.5 The Contractor shall, within thirty (30) days after the notice of intent to award of the contract, submit a written identification and notification to Northwest Missouri State University of the name, title, address, and telephone number of one (1) individual within its organization as duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the contract shall be addressed. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that Northwest Missouri State University is notified immediately.

18. Open Records Act:

18.1 With regard to the financial information you provide to us in response to the RFP, please clearly identify and label all financial information that you previously provided to Department of Revenue (DOR) in connection with the administration of the tax laws of this state as "Financial Confidential Information provided to DOR. With regard to all information you consider to be a trade secret, please clearly identify and label all such information as "Trade Secret Information". Northwest will not release this information to an open records requestor without first providing you 24 hour notice of the intent to release such information to allow you to seek an injunction.

19. Indemnification of Northwest Missouri State University - Northwest Missouri State University Vehicles and Otherwise

The Contractor agrees to indemnify and hold Northwest Missouri State University and its directors, officers and employees harmless from any liability imposed against Northwest Missouri State University by reason of the negligent acts or omissions of Contractor or its employees in the operations of motor vehicles owned by Northwest Missouri State University which it has made available to Contractor for use in the performance of services under this agreement. Northwest Missouri State University shall be named an "additional insured" on all such coverage. The Contractor shall, within thirty (30) days after receipt of letter directing it to do so and hereafter at each contract renewal furnish to Purchasing a certificate of vehicle insurance.

The Contractor shall be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Contractor's performance under the contract, the Contractor assumes the obligation to hold harmless Northwest Missouri State University, including the State of Missouri, employees, and assigns, and to indemnify Northwest Missouri State University, including the State of Missouri, employees, and assigns, for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.

Contractor agrees to indemnify and hold Northwest Missouri State University harmless from any liability which may be imposed against Northwest Missouri State University by reason of the acts or omissions of Contractor. Contractor shall provide the insurance coverage for Contractor employees.

20. Insurance

20.1 Contractor shall provide and maintain during the life of the contract insurance acceptable to Northwest Missouri State University which will afford protection and coverage in accordance with requirements set forth below.

Workmen's Compensation Insurance: Workmen's Compensation Insurance for all of its employees at the site of the project. Contractors shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the above requirements, if the operations of the Contractor are applicable thereunder. Workmen's Compensation Insurance shall comply in all respects with the requirements of the Statutes of the State of Missouri.

Public Liability and Property Damage Insurance: Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect Contractor and Subcontractor performing work covered by this contract from claims for damages for personal injury, including wrongful death, and from claims for property damage which may arise from the operations under the contract including all trucks and automobiles used, whether owned or not, and whether such operations be by the Contractor or any Subcontractor or by anyone directly employed by either of them. The amount of insurance shall not be less than the following:

Public Liability and Property Damage

Bodily injury:	
each occurrence	$1,000,000
each aggregate	$10,000,000
medical payment each person	$5,000
Property damage:	
each occurrence	$1,000,000

Automobile Public Liability and Property Damage

Bodily injury:	
each person	$1,000,000
each occurrence	$10,000,000
Property damage:	
each occurrence	$1,000,000

Northwest Missouri State University shall be named an "additional insured" on all such coverage.

Such policy or policies shall by proper endorsement cover any liability Contractor has under the indemnification provision.

Insurance Covering Special Hazards: The Public Liability and Property Damage Insurance policy or policies of the Contractor shall provide coverage for special hazards such as operation of material hoists, blasting or other use of explosives, and damage to underground property.

Northwest Missouri State University's Protective Liability Insurance: The Public Liability and Property Damage Insurance policy or policies of the Contractor shall provide Northwest Missouri State University's Protective Liability Insurance for Protection of Northwest Missouri State University protecting them against the standard hazards, except liability from operation of trucks and automobiles, and with the amount of coverage provided in the Public Liability and Property Damage Insurance of Contractor.

20.2 All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by the Director of Purchasing and shall be obtained and paid by Contractor.

20.3 Contractor shall provide insurance coverage commencing with the first day of each contract period. The Contractor shall furnish the Director of Purchasing a certificate of insurance, within thirty (30) days after receipt of the letter directing it to do so and hereafter at each contract renewal, showing that Northwest Missouri State University is covered by the required insurance and showing the type, amount, class of operations covered, effective dates and dates of expiration of the policies. All certificates shall contain substantially the statement: "The insurance covered by this certificate will not be canceled or altered except after thirty days written notice has been received by Northwest Missouri State University, at the office of the Purchasing Department." In addition, the original Northwest Missouri State University's protective policy shall be forwarded to the Director of Purchasing.

20.4 Upon receipt of any notice of cancellation or alteration, Contractor shall within five (5) days procure other policies of insurance similar in all respects to the policy or policies about to be canceled or altered. Neither the Contractor nor the Contractor's agents shall perform work on Northwest Missouri State University's property without the minimum insurance set forth herein being fully in force. There shall be no time extension granted for the Contractor's failure to maintain required insurance coverage.

20.5 It is understood and agreed that the insurance required by the provisions of this section is required in the public interest and that Northwest Missouri State University does not assume any liability for acts of Contractor, any subcontractor or their employees in the performance of the contract.

20.6 The insurance coverage's required by the Contract should include a provision that there is no coverage that would in any way waive any sovereign immunity enjoyed by Northwest Missouri State University and nothing in

this Contract shall be construed as a waiver of sovereign immunity or the acknowledgment or creation of any liability on the part of Northwest Missouri State University for personal injury, death, or property damage.

20.7 Any insurer or surety required of any provision anywhere in this Contract shall be rated by A.M. Best at a B+ or higher rating in their most recent publication.

21. Northwest Missouri State University agrees to indemnify and hold Contractor harmless from any liability which may be imposed against Contractor by reason of the acts or omissions of Northwest Missouri State University or Northwest Missouri State University employees.

22. Provisions Required by Law Deemed Inserted - Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or if not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

In compliance with Executive Order #8227 (Art. XIII), contractors with the State of Missouri that employ fifty (50) or more persons must submit a statement of affirmative action. To ensure compliance, all contractors are required, within 30 days after consummation of a contract with the state, to complete an Affirmative Action Form provided by the Department of Purchasing. Such form shall be updated annually if a contractual obligation continues to exist. Failure to properly complete, sign and notarize the form may result in its being unprocessed and in a delay or denial of eligibility for future contracts.

The Contractor must comply with the provisions of the Workers' Compensation Act and Federal, State and County laws relating to hours of work.

Materials, supplies, equipment or services shall comply in all respects with Federal Noise Control Act of 1972, where applicable.

All materials, supplies, equipment or service supplied as a result of this contract shall comply with applicable U.S. and Occupational Safety and Health Act Standards.

PART III
Scope of Services
A. General Approach

Northwest Missouri State University
www.nwmissouri.edu

Northwest Missouri State University is a coeducational, primarily residential four-year University offering a broad range of undergraduate and selected graduate programs. Founded as a state normal school in 1905, Northwest Missouri State University has evolved into a vibrant and diverse learning community with an enrollment of more than 6,500 students from 47 states and 30 countries. About 750 faculty and staff are employed by Northwest Missouri State University, which offers classes on its Maryville campus, at centers in Liberty and St. Joseph, online and through instructional television.

Northwest Missouri State University offers 130 majors, ranging in scope from education, business and science to computer science and pre-professional undergraduate degrees for entry into medical sciences, engineering and law. In addition, Northwest Missouri State University offers 40 master's programs, certificate programs and a cooperative doctorate in educational leadership.

With its emphasis on student success – every student, every day – Northwest Missouri State University is focused on providing an exceptional student experience that places high value on scholarship and life-long learning, intercultural competence, collaboration, respect and integrity, strategic thinking and excellence.

Hands-on learning experiences are widely available to Northwest Missouri State University students in a variety of fields. The 500-plus acre Northwest Missouri State University Farm is a living, hands-on laboratory for agriculture students, while the Horace Mann Laboratory School, an elementary school located in the center of the campus, provides hands-on practical classroom experience for education students. Northwest Missouri State University's internationally-benchmarked student employment program also allows more than 900 students to gain professional development and specialized training in administrative, communications, environmental and other areas throughout Northwest Missouri State University.

The emphasis on Northwest Missouri State University's values and hands-on experiences is reflected in the University's high success and graduation rates. Northwest Missouri State University boasts a freshman success rate of 74 percent and a graduation rate of 58 percent, which is 13 percent higher than the national average. Additionally, 93 percent of Northwest Missouri State University graduates report finding employment or continuing their education within six months of graduation. Furthermore, Northwest Missouri State University student-athletes have a success rate of 83 percent, compared to a rate of 70 percent nationally.

Northwest Missouri State University has earned a reputation as a University of champions both on and off the field. In addition to boasting competitive athletics teams, including its three-time NCAA Division II national championship football team, two-time NCAA Division II national championship cheerleading squad, appeared fifteen times in the NCAA Division II tennis. Northwest Missouri State University students compete nationally and excel in areas such as soils judging, forensics and debate, students publications and in Students In Free Enterprise.

The first public University in the nation to implement an electronic campus, in 1987, Northwest Missouri State University provides fully-loaded notebook computers for all full-time students. Northwest Missouri State University also offers an innovative textbook rental program that dates back to the early days of the institution and saves students hundreds of dollars each year.

Recognizing the importance of needs-based financial support for students, Northwest Missouri State University created the American Dream Grant, the first program of its kind at a public University in the United States. Renewable for one year, the program provides not only tuition, but room and board for qualifying freshmen. Students accepted in the grant program must meet Northwest Missouri State University's entrance requirements.

The Missouri Academy of Science, Mathematics and Computing were founded at Northwest Missouri State University in 2000. The rigorous program is an accelerated, two-year residential program for high school juniors and seniors academically talented in science, mathematics or technology. Students are challenged by college coursework tailored to individual abilities and taught by Northwest Missouri State University faculty. Students who complete the program earn both a high school diploma and associate of science degree.

Northwest Missouri State University serves its community and region in economic development. The state-of-the-art 46,679-square-foot Center for Innovation and Entrepreneurship (CIE), which opened on the campus in 2009, is a mixed-use business incubator and an academic facility that fuels high-tech enterprise and creates jobs while providing academic opportunities and career paths for students. Additionally, the facility houses Northwest Missouri State University's new undergraduate program in nanotechnology.

In addition to being a four-time winner of the Missouri Quality Award, Northwest Missouri State University is the only University in Missouri to receive the prestigious Christa McAuliffe Award for Excellence in Teacher Education from the American Association of State Colleges and Universities. Northwest Missouri State University also was honored with the Southern Growth Policies Board Innovator Award in 2010 for the CIE and in 2009 for its innovative Alternative Energy program, which burns wood chips, pelletized paper and pelletized livestock waste to produce most of the thermal energy needed to heat and cool campus buildings.

Northwest Missouri State University is a smoke-free campus. This policy went into effect Aug. 1, 2010, and applies to all students, employees, contractors, volunteers and visitors on Northwest Missouri State University-controlled property.

Mission
Northwest Missouri State University focuses on student success – every student, every day.

Vision
We will be the University of choice for a comprehensive, exceptional student experience.

Values
- Student success
- Scholarship and life-long learning
- Intercultural competence
- Collaboration
- Respect and integrity
- Strategic thinking
- Excellence

PART IV
Specific Requirements

1. Scope of Work

1.1 Northwest Missouri State University's primary objective is to provide information to vendors interested in preparing and submitting sealed proposals to meet the requirements of Northwest Missouri State University for a Pouring Rights Beverage Contract that includes support (amenities) for Northwest Missouri State University. Contractor shall partner with current Campus Dining, Catering, and Vending Services Contractor, which is a separate contract. The University reserves the right to accept or reject any part of any bid, or to request modification or clarification of any part of a bid, and to accept or reject any or all bids without penalty.

1.2 Contractor shall partner with current Campus Dining, Catering, and Vending Services Contractor to supply and maintain all necessary equipment (does not include vending machines) for displaying and dispensing of beverage products. Equipment shall be ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available.

1.3 Northwest Missouri State University reserves the right to make an award for all of the beverage categories to a single supplier, or make an award for any combination of beverage categories to one or more suppliers, at the sole discretion of Northwest Missouri State University. Split awards may be made.

2. General

2.1 Offeror must dedicate the resources necessary to implement a vigorous and successful marketing plan, specifically designed to support Northwest Missouri State University's goals to: 1) maximize Northwest's resulting revenues and other benefits; 2) control costs for Northwest, its faculty, staff, students, fans and visitors; and 3) provide exceptional service and support to Northwest and its numerous constituencies, all attained while operating in an environmentally sustainable manner. Such a marketing plan should clearly propose innovative and effective distribution, merchandising and marketing opportunities to serve the needs of the entire Northwest Missouri State University enterprise; promote the sale of a world-class brand; implement processes which provide a state-of-the-art response to the demands of consumers' evolving product and distribution demands; and support existing and future modes of distribution to the University community of customers

2.2 The University shall only consider Proposals from financially responsible firms presently engaged in the business of manufacturing, distributing or selling, or licensing the right to manufacture, distribute or sell Soft Drink Beverages available on a nationwide basis and providing support services in conjunction therewith.

2.3 The Contractor must perform to the satisfaction of Northwest Missouri State University and be subject to the supervision and control of the Director of Auxiliary Services or his/her designee.

3. Safety & Security

3.1 The Contractor and all employees shall comply with all University rules and regulations governing access to and conduct on the University's property. The Contractor shall furnish its personnel with identification required for entrance to or exit from the described premises during normal work hours. It shall be the responsibility of the Contractor to return employee identification within one day of the employee's departure for personnel no longer employed at the facility or for employees removed from the premises at the request of the Director of Auxiliary Services.

4. Damages, Injury & Thefts

4.1 Damages/Injuries: The Contractor shall give the University and the University Security Department immediate notification and follow such report with prompt written notice of any fire or damage occurring to the premises and a copy of all notices received of any claim for bodily injury occurring within any building.

4.2 Vandalism and Thefts: Where vandalism or thefts occur to the Contractor's machines, equipment or operations, it shall be the sole responsibility and liability of the Contractor to insure, repair or replace damaged or stolen equipment at the Contractor's expense within forty-eight (48) hours. All vandalism shall be reported to the University Director of Auxiliary Services and University's Police Department immediately upon discovery.

5. Theft & Loss Liability

5.1 The University will not be responsible for any of the Contractor's internal losses or thefts, and any such losses must be borne solely by the Contractor out of its own funds; they may not be used to diminish or be absorbed by the profits of this Contract.

PART V
Technical Specifications

1. Evaluation Process

1.1 The University expects to receive proposals from firms having complied with proposal submission requirements of this RFP and possess specific experience, resources and qualifications to perform the services outlined in the Scope of Work. The University reserves the right to request additional information to clarify a submitted proposal.

1.2 Proposals will be evaluated, and the Contract, if any, awarded and performed in compliance with all relevant Northwest Missouri State University policies.

1.3 The deliberations of the evaluation committee are confidential, and no representative of a Offeror should directly or indirectly contact any member of the evaluation committee, or any faculty or staff member concerning this RFP, unless permission is explicitly otherwise given to the Offeror by the Purchasing Department, for the purposes of providing additional information or facilitating the evaluation. Any attempt by an Offeror to contact a member of the evaluation committee or any other faculty or staff member about this RFP can lead to disqualification.

1.4 Northwest Missouri State University reserves the right to request additional information from an Offeror after the proposal opening in any format which the University deems necessary to evaluate the proposals, including formal Q & A or meetings and presentations. The evaluation may include subjective assessment of the proposal materials, including factors not listed specifically in this RFP.

1.5 Clarity of proposal; materials must be clear, coherent, effective, and communicate well. The proposal will be evaluated based upon its ability to address UNK's specific needs and requirements. Substantive detail in response to each specification or request for information, so as to facilitate effective evaluation of the proposal, is very important

1.6 Offerors may be required to submit samples of any item or product offered in response to this RFP. Each sample must be clearly identified by the name of the Offeror, name of the manufacturer, or other information, if requested, relevant to the evaluation of the sample.

2. Pouring Rights Beverage Contract Evaluation Criteria

2.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the proposed in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this Request for Proposal shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below:

2.1.1 Cost/Amenities 70%
2.1.2 Offeror's Qualifications 30%

2.2 After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by Northwest, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.

2.3 Northwest reserves the right to consider historic information and fact, whether gained from the offeror's proposal, question and answer conferences, references, or any other source, in the evaluation process.

2.4 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that Northwest is under no obligation to solicit such information if it is not included with the offeror's proposal. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the offeror's proposal. See Submittal Checklist, **Attachment A**.

3. Offeror's Response to Evaluation Criteria

3.1 Cost/Amenities:

3.1.1 The offeror must provide price of product that will be offered to the customer. Submit as Price Sheet, **Exhibit A**.

3.1.2 The offeror must complete the Renewal Page, **Exhibit B**.

3.2 Qualifications:

3.2.1 The Contractor should have at least ten (10) years of experience providing Beverage Services. The offeror must complete and return the Offeror's Qualifications form, **Exhibit D**.

3.2.1.1 Name, address and telephone number of the Contractor.

3.2.1.2 Type of business: corporation, partnership, or sole proprietorship. Include a copy of your most recent **Financial Statement**.

3.2.1.3 Percent of work done by staff, number of employees, number of years in business.

3.2.1.4 Defaulted, completed or current contracts.

3.2.2 The offeror must provide Offeror's References, **Exhibit E**.

3.2.2.1 Reference the following information related to previous and current contracts which are considered identical or similar to the requirements of the RFP.

3.2.2.2 Name, address and telephone number of the contracting agency and a contact person who may be contacted for verification of all data submitted. Identify the person/representatives responsible for developing, implementing and administering any contract awarded under this RFP.

3.2.2.3 Date of last service performed and number of years' service provided.

3.2.2.4 A brief, written description of the specific prior services performed and requirements thereof.

3.2.2.5 Please provide an organizational chart of your company, showing personnel detail, from the CEO level through the level of the designated University representative. Describe the designated University representative's role and authority within your organization as a whole. Further describe any other personnel support that will be dedicated to the University's Beverage Program.

3.2.3 The offeror must provide Expertise of Personnel, **Exhibit F**.

3.2.3.1 Educational and training background, number of years and previous work employment of the key personnel to be assigned to Northwest.

3.2.4 The offeror must provide Service and Support, **Exhibit G**.

3.2.5 The offeror must provide a list of Equipment Proposed, **Exhibit H**.

3.2.6 The offeror must provide a list of Products Proposed, **Exhibit I**.

3.2.7 The offeror must provide a current Market Plan used at another University of similar size, **Exhibit J**.

3.3 Amenities:

3.3.1 The offeror must provide a list of their proposed Amenities, for example: annual contributions, lump-sum contributions, in-kind gifts of contribution, etc, listed areas below are interest to Northwest but not limited too. These amenities shall be provided annually. Submit amenities proposed as, **Exhibit A**.

3.3.2 Student/Faculty/Staff Program Opportunities:

3.3.2.1 The University actively pursues outside sponsors for numerous student, faculty and staff programs, including study grants and scholarships, on-campus educational and cultural experiences, growth through exposure to the diversity of our nation and world, cultural and fine arts celebrations and other innovative programs supporting student life and the mission of the University. Offerors are invited to propose such events or other initiatives that clearly demonstrate the Offeror's understanding and commitment to the University's mission.

Opportunities requested:

- Free Product Support
  - Provided for variety of University activities
- Campus Activation Support
  - Support to University activities such as athletic signage/sponsorship, golf tournament sponsorship, Earth Day activities, and various other activities as requested.
- Student Activation Support
  - Support to University activities such as welcome weekend, family weekend, homecoming, and various other activities as requested.
- Health & Wellness Support
  - Support to University activities such as fitness seminars, health & wellness seminars, and various other activities as requested.
- Sustainability Support
  - Support to Universities sustainability initiatives
- Sponsorship Fee
- Scholarships
  - Support to University general scholarship program or contractor requested program
- New Product Promotions
- National Events

3.3.3 University Athletics Information:

3.3.3.1 Northwest Missouri State University currently supports 16 intercollegiate athletic programs:

Men's Sports	Women's Sports
Baseball	Basketball
Basketball	Cross Country
Cross Country	Golf
Football	Soccer
Tennis	Softball
Track and Field	Tennis
	Track and Field
	Volleyball

3.3.3.2 Northwest Missouri State University is a member of the Mid-America Intercollegiate Athletic Association Conference (MIAA). Northwest Missouri State University NCAA Division II nationally recognized programs have won 91 MIAA conferences championships along with NCAA Division II National Championship in Football in 1998, 1999, and 2009. The University receives regional media coverage from Kansas City, Omaha, Lincoln, and Des Moines, along with several local outlets and regular coverage on regional and local radio stations. The University has received national television coverage during multiple NCAA post season competitions. ATTACHMENT 4– ATHLETIC TEAM INFORMATION

3.3.3.3 The following facilities provide support to University Athletic programs:

Bearcat Stadium	Football
Hershel Neil Track (Bearcat Stadium)	Track
Bearcat Field	Softball/Baseball
Bearcat Pitch	Soccer
Frank Grube Courts/High Rise Courts	Tennis
Mozingo Lake Golf Course	Golf
Bearcat Arena	Basketball/Volleyball

3.3.3.4 Bearcat Arena is a 2,500-seat arena. Bearcat Arena hosts high school playoff basketball games, concerts, Special Olympics games, and much more. Bearcat Stadium has a seating capacity of 6,500 with standing room for a capacity for larger crowds. This beautiful state-of-the-art facility was called "the crown jewel of the MIAA" by the Kansas City Star. The synthetic turf and lights allow the field to be used for a variety of activities year-round.

3.3.3.5 The Athletic Department hosts summer camps and a number of high school competitions throughout the year.

3.3.3.6 Athletic Sponsorship Opportunities:

3.3.3.6.1 The University provides numerous sponsorship opportunities for the successful Offeror. Most notable are those associated with its intercollegiate athletic programs.

3.3.6.2 Athletic Fluid Replacement Materials (Sports Drinks) and Supplies used annually by the Northwest Athletics programs:

- 2 Three gallon Drink Coolers
- 4 Seven gallon Drink Coolers
- 4 Ten gallon Drink Coolers
- 4 48 Qt or larger Ice Chests
- 400 Squeeze Bottles
- 4 Water Bottle Carriers
- 15 Cases of Gatorade Power Mix (41 – 15 oz packs per case) (NO fruit punch)
- 50 Cases of Bottled (20 oz) Water

- 20 Cases of Assorted Soft Drinks
- 120 Cases of Bottled (20 oz) Gatorade
- 5 Cases of Gatorlytes
- 10 Cases of Gatorade Prime
- 3 Cases of Gatorade Endurance (powder form)
- 15 Cases of 10 oz Wax Paper Cups (1500) per case/box
- 100 Sideline Towels

3.3.6.3 Offeror should describe any game day promotions, giveaways, samplings and production of printed materials included in each proposal. State the Offeror's program offerings for specially designed cups and promotional products and Offeror-logo cups. The Offeror should state if a promotional trailer, and other items deemed necessary by the University are available for all special events at no additional charge to the University.

4. **Beverages Offered:**

4.1 During the term of the Agreement, Northwest Missouri State University's Campus Dining, Vending, and Catering Services contractor will work directly with Offeror to order all products and payment terms.

4.2 Offeror shall provide a detailed listing of sizes and prices of all products intended to be offered, on **Exhibit A Price Sheet.** Dispensed carbonated soft drinks, both in pre-mix and post-mix form, must be available in both bag-in-box and various volume pre-mix or post-mix containers. All additional pricing shall be submitted separately as **Exhibit A, Price Sheet.**

4.3 Labeling on all items shall comply with all USDA, FDA regulations, qualifications and University policy, regarding packaging, labeling, ingredient listing and standards. The Offeror's labeling and presentations shall not violate the intent of full truth in their written contract, item descriptions or products used.

4.4 Offeror shall be responsible for all loss of all out dated product and shall not penalize the University for such loss.

4.5 Beverages that is required for Campus Dining Services

- Milk – 2% Low Fat, Skim, Chocolate, Soy
- Juices (at a minimum orange, apple, cranberry)
- Ice Tea, Lemonade, Juice or Slushie (rotation of light peach, light pineapple, orange, banana, raspberry, strawberry kiwi, grape, tropical, and blue raspberry)
- Coffee – regular and Decaffeinated (cream, sugar, and sugar substitutes)
- Hot Tea, Herbal Teas, Hot Chocolate
- Fountain Soda (Variety of Twelve {12})

5. **Summary:**

5.1 Northwest Missouri State University is seeking an effective pouring rights beverage services contract with opportunities for support to Northwest and therefore encourages Offerors to be creative in all aspects of the RFP.

PART VI
Attachments

Attachment 1 – Form of Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS, THAT we_____

_____ as Principal; _____

as Surety, are held and firmly bound unto NORTHWEST MISSOURI STATE UNIVERSITY,

in the sum of _____Dollars ($_____)

for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents. WHEREAS, the Principal has, by means of a written agreement dated the_____

_____ day of _____, 20____, enter into a contract with Northwest Missouri State University for _____

_____

_____

(Insert Base Proposal)

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the on going required services, undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by Northwest Missouri State University, with or without notice of the Surety and during the life of any guaranty required under the contract; and shall also faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made with or without notice to the Surety; and shall also promptly make payment for materials incorporated, consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums, both compensation and all other kinds of insurance, on said work , and for all labor performed on such work, whether by subcontractor or otherwise, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and with the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this, bond shall remain in full force and effect and the Surety shall promptly remedy the default by completion of the contract in accordance with the terms and conditions of the contract. If Surety does not promptly remedy the default, Surety shall be liable to Northwest Missouri State University for funds sufficient to pay the cost of completion less the balance of the contract price. "Balance of the contract price" shall mean the total amount payable by Northwest Missouri State University to contractor under the contract, less amounts properly paid to contractor by Northwest Missouri State University. . AND, IT IS FURTHER specifically provided that any modifications which may hereinafter be made in the terms of the contract or in the work to be done under it or the giving by the Northwest Missouri State University of any extension of the time for the performance of the contract or any other forbearance on the part of either the Northwest Missouri State University or the Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability her under, notice to the Surety of any such extension, modifications or forbearance being hereby waived.

IN WITNESS WHEREOF, the above bounden parties have executed the within instrument this _____ day of _ _____ 2012.

AS APPLICABLE:

A. An Individual

_____

(Signature)

B. A Partnership

_____

(Signature) Partner

_____

(Signature) Partner

C. Corporation

_____
(Firm Name)

_____
(Signature) President

D. Surety

_____
(Surety)

_____
(Attorney-in-Fact)

_____

_____
(Address of Attorney -in-Fact)

Area Code:_____ Phone:_____
(Telephone Number of Attorney-in-Fact)

_____
(Signature) Attorney-in-Fact

NOTE: Surety shall attach
Power of Attorney

Attachment 2 - Academic Calendars

2012-13 Academic Calendar

Approved by the Board of Regents March 2010
Revised on Dec. 5, 2011*

Summer 2013

Three four-week sessions, followed by one two-week session

Monday	May 13	First session begins and Registration
Monday	May 27	Memorial Day -- no classes
Friday	June 7	First session ends
Monday	June 10	Second session begins and Registration
Wednesday	July 3	Second session ends
Thursday	July 4	July 4 Holiday -- no classes
Monday	July 8	Third session begins and Registration
Thursday	Aug. 1	Commencement
Friday	Aug. 2	Third session ends
Monday	Aug. 5	Fourth session begins and Registration
Monday	Aug. 19	Fourth session ends
Tuesday	Aug. 20	Grades due at 10 a.m.

2013-14 Academic Calendar

Approved by the Board of Regents March 29, 2011
Revised on Dec. 5, 2011*

Fall 2013

Wednesday	Aug. 21	University/College Meetings
Wednesday	Aug. 21	Department Planning/Development
Thursday	Aug. 22	Department Planning/Development
Saturday	Aug. 24	General Registration
Monday	Aug. 26	Classes begin
Monday	Sept. 2	Labor Day -- no classes
Friday	Oct. 11	First block ends (34 days)
Monday	Oct. 14	Second block begins (36 days)
Friday	Oct. 25	Walk-Out Day
Tuesday	Nov. 26	Thanksgiving Break begins at 5 p.m.
Monday	Dec. 2	Classes resume
Monday	Dec. 9	Finals begin
Friday	Dec. 13	Finals end
Friday	Dec. 13	Commencement
Monday	Dec. 16	Grades due at 10 a.m.

Spring 2014

Wednesday	Jan. 8	University/College Meetings
Wednesday	Jan. 8	Department Planning/Development
Thursday	Jan. 9	Department Planning/Development
Friday	Jan. 10	General Registration
Monday	Jan. 13	Classes begin
Monday	Jan. 20	Martin Luther King Day -- no classes
Friday	Feb. 28	First block ends (34 days)
Monday	March 3	Second block begins (35 days)
Friday	March 21	Spring Break begins at 5 p.m.
Monday	March 31	Classes resume
Monday	April 28	Finals begin
Friday	May 2	Finals end
Saturday	May 3	Commencement
Monday	May 5	Grades due at 10 a.m.

Summer 2014

Three four-week sessions, followed by one two-week session

Monday	May 12	First session begins and Registration
Monday	May 26	Memorial Day -- no classes
Friday	June 6	First session ends
Monday	June 9	Second session begins and Registration
Thursday	July 3	Second session ends
Friday	July 4	July 4 Holiday -- no classes
Monday	July 7	Third session begins and Registration
Thursday	July 31	Commencement
Friday	Aug. 1	Third session ends
Monday	Aug. 4	Fourth session begins and Registration
Monday	Aug. 18	Fourth session ends
Tuesday	Aug. 19	Grades due at 10 a.m.

2014-15 Academic Calendar

Approved by the Board of Regents February 10, 2012*

Fall 2014

Wednesday	Aug. 20	University/College Meetings
Thursday	Aug. 21	Department Planning/Development
Friday	Aug. 22	Department Planning/Development
Saturday	Aug. 23	General Registration
Monday	Aug. 25	Classes begin
Monday	Sept. 1	Labor Day -- no classes
Friday	Oct. 10	First block ends (34 days)

Monday	Oct. 13	Second block begins (36 days)
Friday	Oct. 17	Walk-Out Day
Tuesday	Nov. 25	Thanksgiving Break begins at 5 p.m.
Monday	Dec. 1	Classes resume
Monday	Dec. 8	Finals begin
Friday	Dec. 12	Finals end
Friday	Dec. 12	Commencement
Monday	Dec. 15	Grades due at 10 a.m.

Spring 2014

Wednesday	Jan. 7	University/College Meetings
Thursday	Jan. 8	Department Planning/Development
Friday	Jan. 9	Department Planning/Development
Friday	Jan. 9	General Registration
Monday	Jan. 12	Classes begin
Monday	Jan. 19	Martin Luther King Day -- no classes
Friday	Feb. 27	First block ends (34 days)
Monday	March 2	Second block begins (35 days)
Friday	March 20	Spring Break begins at 5 p.m.
Monday	March 30	Classes resume
Monday	April 27	Finals begin
Friday	May 1	Finals end
Saturday	May 2	Commencement
Monday	May 4	Grades due at 10 a.m.

Summer 2014

Three four-week sessions, followed by one two-week session

Monday	May 11	First session begins and Registration
Monday	May 25	Memorial Day -- no classes
Friday	June 5	First session ends
Monday	June 8	Second session begins and Registration
Thursday	July 2	Second session ends
Friday	July 3	Staff holiday for July 4 -- no classes
Monday	July 6	Third session begins and Registration
Thursday	July 30	Commencement
Friday	July 31	Third session ends
Monday	Aug. 3	Fourth session begins and Registration
Monday	Aug. 17	Fourth session ends
Tuesday	Aug. 18	Grades due at 10 a.m.

*Always subject to change in the sole discretion of the University

Attachment 3 - Historical Sales Information

Category	*Movement
Energy	23010
Flavored Bev	104149
Includes: Flavored Waters, Gatorades, Starbucks Fraps	
Juice	69343
Bottled Soda	78307
Tea	36584
Water	87447
Fountain	
22oz	56312
32oz	13860
44oz	2385
Canned	1147

***Bottled beverage sales will decrease (both dining venue and vending) due to all you care to eat venue being established that will be providing fountain drinks. Fountain drink venue should increase**

Attachment 4 – Athletic Team Information

Northwest Sport-By-Sport Information

Football

- Program begins the 113th season in 2013
- Has won or shared 24 MIAA conference championships
- Has made 17 postseason appearances, including past 9 seasons
- Hosted NCAA Division II playoff games in multiple seasons
- Since 1996, the Bearcats have sent 17 players to NFL camps
- The Bearcats play in Bearcat Stadium on the Northwest campus. Bearcat Stadium was called the "crown jewel of the MIAA" by the Kansas City Star. The stadium has a FieldTurf surface and lights.

Men's Basketball

- Program just completed the 98th season of Bearcat Basketball in 2012-13.
- Over 1,300 wins in program's history
- 13 postseason appearances in NCAA Tournament
- Has won 20 games in back to back seasons (2011-12 & 2012-13)
- Has won or shared 12 MIAA conference championships
- Plays in Bearcat Arena inside the Lamkin Activity Center, a 2,200 seat facility that provides one of the best home court environments in the MIAA.

Women's Basketball

- Program just completed the 98th season of Bearcat Basketball in 2012-13.
- Over 650 wins in program's history
- 6 postseason appearances in NCAA Tournament
- Made appearance in NCAA Division II Final Four during 2010-11 season
- Has won or shared 5 MIAA conference regular season and tournament championships
- Program has produced 3 All-American performers
- Plays in Bearcat Arena inside the Lamkin Activity Center, a 2,200 seat facility that provides one of the best home court environments in the MIAA.

Volleyball

- Program began in 1975
- Program has won over 700 matches
- Has made 1 NCAA Tournament appearances
- Plays in Bearcat Arena inside the Lamkin Activity Center, a 2,200 seat facility that provides one of the best home court environments in the MIAA.

Women's Soccer

- Program began in 1999
- Program has won over 80 matches
- Has made 2 appearances in MIAA post season tournament
- Plays at Bearcat Pitch on the Northwest campus, with a natural grass surface and enclosed press box.

Softball

- Program began in 1975
- Program has over 800 wins
- Has made 4 appearances in the NCAA championship tournament
- Won two MAIAW championships
- Two regular season MIAA conference championships and two MIAA conference tournament championships
- Plays at Bearcat Field on the Northwest campus

Men's and Women's Track

- Men's program has won 4 indoor and 3 outdoor MIAA conference championships
- Women's program has won 2 indoor and 2 outdoor MIAA conference championships
- Both programs have produced multiple all-conference and all-America student-athletes
- Both programs have been consistently nationally ranked in ranking polls
- Competes on Herschel Neil Track inside Bearcat Stadium on the Northwest Campus

Baseball

- Program began in 1956
- Program has over 1,100 wins
- Has made 9 appearances in the NCAA championship tournament
- Has won 7 regular season MIAA conference championships
- Plays at Bearcat Field on the Northwest Campus

Men's and Women's Cross Country

- Men have won 1 MIAA conference championship
- Women have won 3 MIAA conference championships
- Both programs have produced multiple all-conference and all-America student-athletes
- Both programs have been consistently nationally ranked in ranking polls

Men's and Women's Tennis

- Men's program began in 1953 and the women's program in 1976
- Men's program has over 900 wins and the women's program has over 450 wins
- Both programs have qualified for the NCAA Tournament 15 times
- Men have won 17 MIAA conference championships
- Women have won 13 MIAA conference championships
- Home matches are played at Frank Grube courts on Northwest campus

Women's Golf

- Program began in 2006
- Since its' inception, has been among the top teams in the MIAA
- Has produced 1 MIAA individual champion, multiple all conference players and 1 MIAA Coach of the Year
- Mozingo Lake Golf Course in Maryville is home course

Attachment 5 –Equipment Required (not limited too)

NOTE: Due to split award possibly being made, equipment requirements will be established at award time

Description	Quantity
Single Door Cooler	3
Double Door Cooler	32
Triple Door Cooler	2
Countertop Cooler	12
Fountain Machines	8
8 heads	4
6 heads	4
Flavors Machine	1

Attachment 6 – Submittals

Below is a checklist of items which must be submitted with proposal. Submittals must be put in the following order and title with the appropriate Exhibit letter.

Offeror must submit **ONE** original completed RFP including the Bid Bond and all Exhibits, **Six (6) c**opies of only the first page of the RFP and all Exhibits, and Seven (7) electronic copies (flash drive; CD-ROM etc.) of complete proposal document to Northwest Missouri State University on or before the RFP opening date and time to.

Attn: Angie Wolters
Northwest Missouri State University
West 9th Street
800 University Drive
Maryville, MO 64468

☐ Completed RFP form in its entirety

☐ Six Copies of Front Page of RFP and all Exhibits

☐ Seven Electronic Copies – flash drive; CD-ROM etc.

EXHIBITS

☐ **A** Price Sheet

A1 – Price Sheet of Additional Product offering

A2 – Percentage Market Share and Opportunities/Amenities

☐ **B** Renewal

☐ **C** Offerors Qualifications

☐ **D** Offerors References

☐ **E** Expertise of Personnel

☐ **F** Service and Support

☐ **G** Equipment

☐ **H** Products Proposed

☐ **I** Market Plan

PART VII
EXHIBIT A
PRICE SHEET

PACKAGE	# OF UNITS	COST		UNIT/COST	
		PROGRAM A PRICING PROGRAM	PROGRAM B FUNDING PROGRAM	PROGRAM A PRICING PROGRAM	PROGRAM B FUNDING PROGRAM
Carbonated Soft Drink					
8 OZ Cans	24	7.87	7.87	0.30	0.33
12 OZ Cans	24	7.84	8.84	0.33	0.37
20 OZ Bottles s	24	14.97	17.70	0.62	0.74
2-Liter Bottles s	8	9.65	10.65	1.21	1.33
Lipton Brisk Tea & Juice Blends					
12 pack Cans	24	7.84	8.84	0.33	0.37
20 OZ Bottles s	24	14.97	17.70	0.62	0.74
2-Liter Bottles s	8	9.65	10.65	1.21	1.33
Lipton Naturals					
20 OZ Bottles s	15	12.28	13.78	0.82	0.92
Ocean Spray					
15.2 OZ Bottles s	12	9.65	10.95	0.80	0.91
Dole Plus					
10 OZ Bottles s	24	17.54	17.54	0.73	0.73
Aquafina					
12 OZ Bottles s	24	7.95	8.95	0.33	0.37
16.9 OZ Bottles s	24	8.02	9.02	0.33	0.38
20 OZ Bottles s	24	10.52	11.52	0.44	0.48
Aquafina Plash					
1-Liter Bottles s	15	12.88	14.48	0.86	0.97
Lipton Pure Leaf					
16 OZ glass Bottles s	12	9.83	10.83	0.82	0.90
16.5 OZ plastic Bottles s	12	9.83	10.83	0.82	0.90
Gatorade and G2					
12 OZ Bottles	24	14.27	14.27	0.59	0.59
20 OZ Bottles	24	17.09	18.09	0.71	0.75
32 OZ Bottles	15	15.60	16.30	1.04	1.09
Propel					
20 OZ Bottles	24	20.48	20.48	0.85	0.95

PACKAGE	# OF UNITS	COST		UNIT/COST	
		PROGRAM A	PROGRAM B	PROGRAM A	PROGRAM B
Sobe					
20 OZ plastic Bottles	12	15.91	15.91	1.33	1.33
20 OZ Bottles Life Water	12	12.93	13.43	1.08	1.12
Amp and Sobe					
16 OZ Cans all energy	12	18.13	19.13	1.51	1.59
Starbucks Coffee					
Frappuccino Coffee 9.5 OZ glass Bottles	12	16.82	17.42	1.40	1.45
Frappuccino Coffee 13.7 OZ glass Bottles	12	19.42	20.02	1.62	1.67
Seattle's Best Iced Coffee					
9.5 OZ Cans	12	13.52	14.22	1.13	1.19
Muscle Milk Protein					
14 OZ Bottles	12	37.23	37.23	3.10	3.10
Bibs					
Bag-n-Box					
1 BOX	5-GALLONS	DETAILS		ATTACHED	
1 BOX	3-GALLONS	DETAILS		ATTACHED	

NOTE: THE DETAILS ATTACHED FOR THE BAG-IN-BOX PRICING ARE MARKED AS EXHIBIT A - (A SEPARATE DOCUMENT PROVIDED)

Provide as Exhibit A: (provide as a separate document – marked as Exhibit A)

Northwest Missouri State University is requesting you provide the opportunities/amenities offering at each % of Market Share. Northwest Missouri State University requests the right to make multiple awards and negotiate market share.

Market Share Requested	Opportunities/Amenities Offered
100%	
90%	
80%	
70%	
60%	
50%	
40%	
30%	
20%	
10%	

OPPORTUNITIES/AMENITIES OFFERS FOR VARIOUS MARKET SHARE AMOUNTS ARE DETAILED ON THE SEPARATE DOCUMENT — MARKED AS EXHIBIT A

EXHIBIT B
Renewal Sheet

1. Renewal

The offeror must indicate below the maximum percentage of price increase or decrease applicable to the renewal periods. Before completing these blanks, the offeror should review the provisions for extension periods contained elsewhere in this document.

Caution: In order to determine the potential maximum liability of **Northwest**, any percentage(s) proposed by the offeror for contract renewal options shall be evaluated. Any percentages of increase shall be computed against the **original proposal prices** for each renewal period. If spaces are left blank or are not completed, prices during renewal periods shall be the same as during the original contract period. Statements such as "percentage of the then-current price" or "consumer price index" are not acceptable.

	Renewal Period	Maximum Increase	or	Minimum Decrease
1st	08/01/2016 through 7/31/2019	original price + 3 % APPLIED ANNUALLY FROM THE DATE OF COMMENCEMENT OF THE ORIGINAL CONTRACT PERIOD (AUGUST 2, 2013)	or	original price - 0.5% APPLIED ANNUALLY FROM THE DATE OF COMMENCEMENT OF THE ORIGINAL CONTRACT PERIOD (AUGUST 2, 2013) AND ONLY APPLIED WHEN APPLICABLE

EXHIBIT C

PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment – If the Offeror is committing to participation by or if the Offeror is a qualified organization for the blind/sheltered workshop and/or MBE/WBE, the Offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the Offeror's Proposal.

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	**Committed Participation** ($ amount or % of total value of contract)	**Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop**
NOT	APPLICABLE	

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the Offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) split the participation between both MBE and WBE. If splitting the participation between both MBE and WBE, do **not double count** the participation.

MBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	**Committed Percentage of Participation for Each MBE** (% of the Total Contract Value)	**Description of Products/Services to be Provided by Listed MBE**
1.	%	
2. NOT	APPLICABLE %	
3.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
Name of Each Qualified Women Business Enterprise (WBE) proposed	**Committed Percentage of Participation for Each WBE** (% of the Total Contract Value)	**Description of Products/Services to be Provided by Listed WBE**
1.	%	
2. NOT	APPLICABLE %	
3.	%	
Total WBE Percentage:	%	

MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE

Pursuant to section 34.074, RSMo, there is a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in section 34.074, RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a Offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the Offeror **must** provide the following with the Proposal in order to receive the Missouri service-disabled veteran business preference of a three-point bonus over a non-Missouri service-disabled veteran business:

a. a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the Offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the Offeror was in; and
b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the Offeror's discharge paper to this Exhibit. The above-referenced letter from the VA and a copy of the Offeror's discharge paper shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name (Please Print) NOT APPLICABLE	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service-Disabled Veteran Business

DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all proposals with a value of $25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the Offeror must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products proposed qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting proposal electronically, typed signature required).
COMPANY NAME PEPSI BEVERAGES COMPANY

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting proposal electronically, typed signature required).
COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products proposed qualify for domestic status because of a trade treaty, etc., then the Offeror must identify each product, country and qualifying treaty, etc. below. The Offeror must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

PROPOSAL ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION
ALL	UNITED	
PRODUCTS	STATES	
THIS SECTION IS NOT APPLICABLE		

SECTION C
I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.
SIGNATURE (If submitting proposal electronically, typed signature required)
COMPANY NAME PEPSI BEVERAGES COMPANY

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items proposed may not receive the domestic preference.

EXHIBIT D
OFFERORS QUALIFICATIONS

PEPSI BEVERAGES COMPANY
Name of firm and address with zip code
227 CHEROKEE ; ST. JOSEPH ; MO 64504

Corporation Partnership Individual

7-24-13 — Date
816-238-2467 — Area code & Telephone
816-238-7715 — Area Code & Fax Number

FOR CORPORATION ONLY

2-1-1958 — Date of Corporation
Federal I.D. Number 13-4044452
DELAWARE — Name of State(s) in which incorporated

If not incorporated in Missouri, give Certificate of Authority to do business in Missouri.
Certificate No. FL00268823 Date: FEBRUARY 16, 1999

ZEIN ABDALLA — President's Name
THOMAS GRECO — Vice President's Name
LARRY THOMPSON — Secretary's Name
MARIE GALLAGHER — Treasurer's Name

FOR PARTNERSHIP ONLY

Is the partnership: General Limited Association

Date of Organization: _____
1. _____
Name and addresses of all partners with zip codes
2. _____
3. _____
Use additional sheet if necessary

GENERAL INFORMATION

Federal I.D. Number 13-4044452
or
Social Security Number _____

NO — Are you a minority vendor (yes or no)
<3% — % of work done by Contractor
2750 KS-MO — No. of permanent employees
KANSAS / MISSOURI — Geographical limits of operation

77 — No. of years in business
If you have done business under different name, please give name and location.

NO
Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why.

NO
Has firm ever been engaged in litigation over any contract? If so, explain.

NONE
List any, and all Subcontractors who will be working on this project

EXHIBIT E
OFFERORS REFERENCES

1. SOUTHERN ILLINOIS UNIVERSITY
Company

MORRIS UNIVERSITY CENTER EDWARDSVILLE, IL, 62026
Street Address City State Zip

618-650-3949
Telephone Number

618-650-3299
Fax Number

JIM McDERMOTT
Person Familiar with Performance

BUSINESS MANAGER
Title

12
Number of years' service performance

7-23-13
Date of last service performed

Description of Services Performed: CONTRACT POURING RIGHTS

2. ST. LOUIS UNIVERSITY
Company

3545 LINDELL BLVD. ST. LOUIS, MO 63103
Street Address City State Zip

314-977-8375
Telephone Number

314-977-2094
Fax Number

JEFF HOVEY
Person Familiar with Performance

DIRECTOR OF BUSINESS SERVICES
Title

3
Number of years' service performance

7-24-13
Date of last service performed

Description of Services Performed: CONTRACT POURING RIGHTS

3. SOUTHWESTERN ILLINOIS COLLEGE
Company

2500 CARLYLE AVE. BELLEVILLE, IL 62221
Street Address City State Zip

618-235-2700 X5619
Telephone Number

618-235-9481
Fax Number

GEOFF BARRATT
Person Familiar with Performance

DIRECTOR OF AUXILIARY SERVICES
Title

11
Number of years' service performance

7-2-13
Date of last service performed

Description of Services Performed CONTRACT BEVERAGE DISTRIBUTION PROGRAM

EXHIBIT F
EXPERTISE OF PERSONNEL

(All information must be related to this RFP)

Employees To Be Assigned To Northwest	Educational And Training Background, Number Of Years Experience, Previous Employment
1. STACY JACKSON Name FOODSERVICE SALES REPRESENTATIVE Title	- KEY ACCOUNT SALES - UMKC 1991-1995 - YEARS OF SERVICE - 14
2. DOUG REAVES Name TERRITORY SALES MANAGER Title	- TERRITORY OPERATIONS MANAGEMENT - YEARS OF SERVICE - 19
3. KELSEY STOKES Name CUSTOMER DEVELOPMENT MANAGER Title	- PEPSICO FOODSERVICE SPECIALTY SALES - YEARS OF SERVICE - 4
4. ALAN ORF Name CHANNEL MANAGER Title	- WORKPLACE CHANNEL SALES MANAGEMENT - MIDWEST - LINDENWOOD UNIVERSITY 1975-1979 - 25 YEARS OF SERVICE
5. MIKE KAUR Name MEM SUPERVISOR Title	- MARKETING EQUIPMENT MANAGEMENT - INTERNATIONAL TECH TRAINING 1999-2003 - YEARS OF SERVICE - 14

EXHIBIT G
SERVICE AND SUPPORT

The Offeror must respond to the following with respect to their intended service/support methods and procedures. Offeror should not rely solely on the information requested in adequately describing their proposed support of the contract.

1. SERVICE LOCATION(S) AND REPRESENTATION:

State the primary location of the service organization directly responsible for maintaining the equipment and the service territory covered (note: if technicians work out of their homes, list the office address of his/her immediate supervisor):

SERVICE REPAIR TECHNICIANS WORK OUT OF THEIR HOMES - THE REPAIR DEPARTMENT LOCAL ADDRESS IS: 727 CHEROKEE ; ST. JOSEPH ; MO ; 64504

State the number of service representatives operating from the primary location, as well as their respective level of experience, that are trained on the equipment proposed and will be responding to Northwest's service calls:

7 total technicians;
0 with less than one year of equipment service experience,
2 with from one to five years of equipment service experience,
5 with over five years of equipment service experience.

Check the applicable level of training of the service technician(s):

- [x] Factory School Trained
- [x] Factory Audio-Visual Trained
- [x] Dealer Trained

2. RESPONSE TIME:

State the average and guaranteed response times to be provided to Northwest in emergency service situations. (Note: response time shall be defined as the time necessary for the Contractor to arrive and begin repairs. Emergency service shall be defined as service necessary in the following situations: equipment failure or other situations expressed by the user as urgent in nature):

Average Response Time: 4 hours from notification;
Guaranteed Response Time: 24 hours from notification;

Specify all equipment, including quantities of installations, for which the primary technicians are trained and responsible for maintenance:

ALL REACH-IN PEPSI-OWNED COOLERS ON CAMPUS
ALL FOUNTAIN DISPENSING UNITS (PEPSI-OWNED) ON CAMPUS

3. REPLACEMENT PARTS:

The Offeror must identify the primary location of component spare parts inventory for the proposed equipment and describe the size and depth of the inventory:

LOCATION: 227 CHEROKEE; ST JOSEPH; MO; 64504

A COMPLETE REPLACEMENT PART OUTLET - OVER $14,000 IN PARTS INVENTOR

The Offeror must identify where back-up parts are located and the procedures that will be used in the event a part from the back-up location is required:

BACK-UP PARTS ARE LOCATED IN THE OLATHE PLANT (OLATHE, KS) - PARTS ARE SHIPPED OVERNIGHTS VIA DAILY TRANSPORT TRUCKS

4. GENERAL INFORMATION:

What are the procedures to be used to contact service personnel?

CALL 1-866-997-3774 (TOLL FREE CALL)

Describe in detail the procedures or remedies should the equipment operate unreliably in a volume environment suitable to the equipment:

EACH SERVICE CALL INCLUDES A 6-POINT PREVENTATIVE MAINTENANCE PROCEDURE - IF NEEDED, A "SERVICE ALERT" IS SUBMITTED FOR REPLACEMENT OF THE FAULTY EQUIPMENT REPLACEMENT TURN-AROUND TIME IS USUALLY 2-4 DAYS

State if 24-hour service is available, including nights and weekends:

✓ yes ____ no

EXHIBIT H
EQUIPMENT

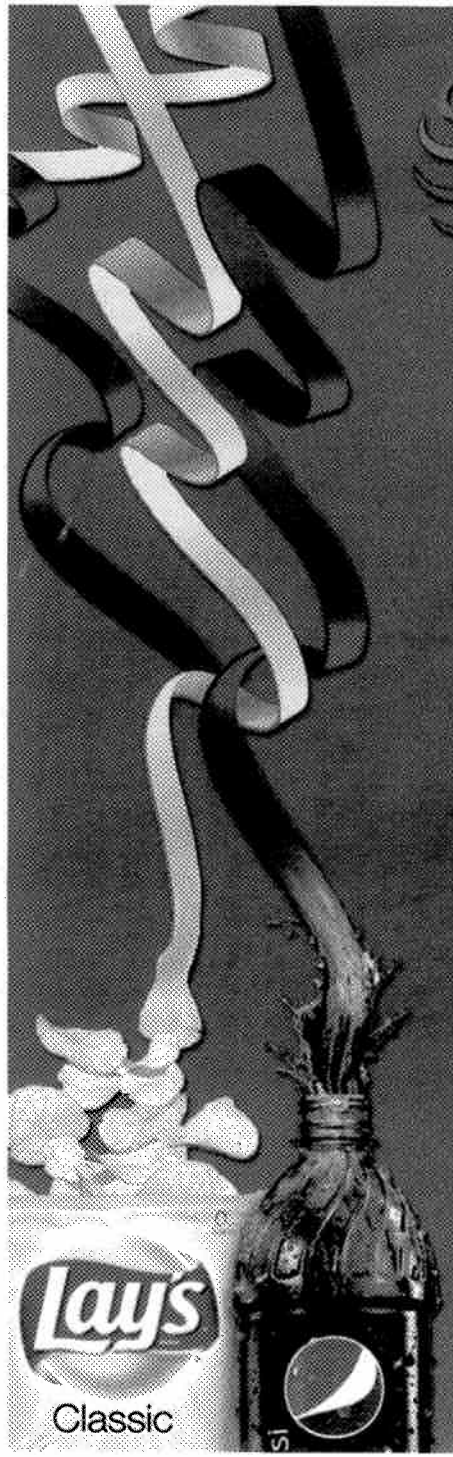
DETAILED ATTACHMENTS INCLUDED

EXHIBIT I
PRODUCTS PROPOSED

DETAILED ATTACHMENTS INCLUDED

EXHIBIT J
MARKET PLAN

DETAILED ATTACHMENTS INCLUDED



PEPSICO

FOODSERVICE

pepsi. Frito Lay Tropicana QUAKER

Northwest Missouri State University
Pouring Rights Beverage Contract

RFP Number: B201411
Opening Date: July 26, 2013
Opening Time: 2:00PM

Pricing

EXHIBIT A
PRICING

In order that we can offer the best possible beverage program to Northwest Missouri State, we have offered two packaged goods program pricing options:

Program A – a Pricing Program

AND

Program B – a Funding Program

Program A – Pricing Program

This program offers below-market product pricing for most of our packaged goods (bottle & can packages). This program offers an opportunity for maximizing revenues from the sale of our packaged goods on campus while providing substantial funding for the various campus programs

Program B – Funding Program

This program offers midwest market product pricing for most of our packaged goods (bottle & can packages). This program offers an opportunity for maximizing funding for the various campus programs while remaining consistent with the packaged goods prices in the midwest region

Both programs are detailed in the following Exhibit A attachments.

THE VARIOUS AMENITIES OFFERS FOR THE DIFFERENT MARKET SHARE PROGRAM OPTIONS ARE DETAILED ON THESE EXHIBIT A FORMS ALSO

The option of two pricing programs applies only to the packaged goods (bottled & can packages) . There is no pricing options for neither the Postmix Fountain Concentrate pricing nor for the Cups & Lids pricing

All product pricing will have an annual increase cap of 3%

EXHIBIT A

Program A -- Pricing Program
Northwest Missouri State University
Contract Education Packaged Goods Pricing

Pepsi Beverages Company -- Kansas-Missouri Market Unit

Effective August 1, 2013 thru July 31, 2014

Package	# of units	Cost	Unit/Cost
Carbonated Soft Drink			
8 oz Cans	24 Units	$7.27	$0.30
12 oz Cans	24 Units	$7.84	$0.33
12 oz Plastic Bottles	24 Units	$7.84	$0.33
20 oz Bottles	24 Units	$14.97	$0.62
1-Liter Bottles	15 Units	$15.20	$1.01
2-Liter Bottles	8 Units	$9.65	$1.21
Lipton Brisk Tea & Juice Blends			
12 oz Cans	24 Units	$7.84	$0.33
20 oz Bottles	24 Units	$14.97	$0.62
2-liter Bottles	8 Units	$9.65	$1.21
Lipton Naturals 20 oz Bottles	15 Units	$12.28	$0.82
Ocean Spray 15.2 oz Bottles	12 Units	$9.65	$0.80
Dole Plus 10 oz Bottles	24 Units	$17.54	$0.73
Aquafina			
12 oz Bottles	24 Units	$7.95	$0.33
16.9 oz Bottles	24 Units	$8.02	$0.33
20 oz Bottles	24 Units	$10.52	$0.44
Aquafina Splash Included 1-Liter Bottles	15 Units	$12.88	$0.86
Lipton Pure Leaf 16 oz Glass Bottles	12 Units	$9.83	$0.82
Lipton Pure Leaf 18.5 oz Plastic Bottles	12 Units	$9.83	$0.82
Gatorade, G2, Propel			
20 oz Bottles	24 Units	$17.09	$0.71
12 oz Bottles	24 Units	$14.27	$0.59
20 oz Bottles (Propel)	24 Units	$20.48	$0.85
32 oz Bottles	15 Units	$15.60	$1.04
4 oz Prime Pouch	20 Units	$21.22	$1.06
16.9 oz Recover Bottles	12 Units	$18.56	$1.55
Sobe			
20oz Plastic Bottles	12 Units	$15.91	$1.33
Life Water 20oz Bottles	12 Units	$12.93	$1.08
AMP Energy 16 oz Cans	12 Units	$18.13	$1.51
Rockstar Energy 16 oz Cans	24 Units	$39.77	$1.66
Rockstar Energy 15 oz Cans	24 Units	$39.77	$1.66
Kickstart Mountain Dew 16 oz Cans	12 Units	$12.30	$1.03
Starbucks Coffee			
Frappuccino Coffee 9.5 oz Glass	12 Units	$16.82	$1.40
Frappuccino Coffee 13.7 oz Glass	12 Units	$19.42	$1.62
Doubleshot 6.5 oz Can	24 Units	$38.02	$1.58
Doubleshot + Energy 15 oz Can	12 Units	$18.13	$1.51
Iced Coffee 11 oz Glass	12 Units	$17.68	$1.47
Seattle's Best Iced Coffee			
9.5 oz Can	12 Units	$13.52	$1.13
Tazo Premium Iced Tea 13.8 oz Glass Bottles	12 Units	$16.57	$1.38
Muscle Milk Protein Drinks 14 oz Bottles	12 Units	$37.23	$3.10

All Pepsi-Owned Vending Machines and Coolers MUST be stocked with Pepsi-Cola Products Exclusively
Minimum Delivery Requirements of 11 Cases Per Delivery

Pepsi Beverages Company Reserves the Right to Limit Quantities to Ensure Freshness

EXHIBIT A

PROGRAM A -- PRICING PROGRAM

MARKET SHARE	AMENITIES OFFERED										
	SPONSORSHIP SUPPORT	DONATED PRODUCT SUPPORT	ONE PEPSICO SUPPORT	ATHLETIC / SIDELINES SUPPORT	SUSTAINABILITY SUPPORT	SCHOLARSHIP SUPPORT	STUDENT ACTIVATION SUPPORT	CAMPUS ACTIVATION SUPPORT	HEALTH & WELLNESS ACTIVATION SUPPORT	TOTAL SUPPORT (DOLLARS)	PRODUCT PRICING
100%	$115,000	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$190,000**	PROGRAM A pricing
90%	$89,000	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$164,000**	PROGRAM A pricing
80%	$64,500	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$139,500**	PROGRAM A pricing
70%	$40,500	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$115,500**	PROGRAM A pricing
60%	$16,000	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$91,000**	PROGRAM A pricing
50%	$7,500	$5,000	$2,000	$12,000	$8,000	$8,000	$8,000	$8,000	$8,000	**$66,500**	PROGRAM A pricing
40%	$0	$5,000	$0	$0	$0	$0	$0	$0	$0	**$5,000**	PROGRAM A pricing plus $0.50 per case increase
30%	$0	$5,000	$0	$0	$0	$0	$0	$0	$0	**$5,000**	PROGRAM A pricing plus $1.00 per case increase
20%	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**	PROGRAM A pricing plus $1.50 per case increase
10%	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**	PROGRAM A pricing plus $2.00 per case increase

ALL SUPPORT FUNDING IS TIED DIRECTLY TO BOTH BOTTLE & CAN AND FOUNTAIN SALES VOLUME

EXHIBIT A

Program B -- Funding Program
Northwest Missouri State University
Contract Education Packaged Goods Pricing

Pepsi Beverages Company -- Kansas-Missouri Market Unit

Effective August 1, 2013 thru July 31, 2014

Package	# of units	Cost	Unit/Cost
Carbonated Soft Drink			
8 oz Cans	24 Units	$7.87	$0.33
12 oz Cans	24 Units	$8.84	$0.37
12 oz Plastic Bottles	24 Units	$8.84	$0.37
20 oz Bottles	24 Units	$17.70	$0.74
1-Liter Bottles	15 Units	$16.20	$1.08
2-Liter Bottles	8 Units	$10.65	$1.33
Lipton Brisk Tea & Juice Blends			
12 oz Cans	24 Units	$8.84	$0.37
20 oz Bottles	24 Units	$17.70	$0.74
2-liter Bottles	8 Units	$10.65	$1.33
Lipton Naturals 20 oz Bottles	15 Units	$13.78	$0.92
Ocean Spray 15.2 oz Bottles	12 Units	$10.95	$0.91
Dole Plus 10 oz Bottles	24 Units	$17.54	$0.73
Aquafina			
12 oz Bottles	24 Units	$8.95	$0.37
16.9 oz Bottles	24 Units	$9.02	$0.38
20 oz Bottles	24 Units	$11.52	$0.48
Aquafina Splash Included 1-Liter Bottles	15 Units	$14.48	$0.97
Lipton Pure Leaf 16 oz Glass Bottles	12 Units	$10.83	$0.90
Lipton Pure Leaf 18.5 oz Plastic Bottles	12 Units	$10.83	$0.90
Gatorade, G2, Propel			
20 oz Bottles	24 Units	$18.09	$0.75
12 oz Bottles	24 Units	$14.27	$0.59
20 oz Bottles (Propel)	24 Units	$20.48	$0.85
32 oz Bottles	15 Units	$16.30	$1.09
4 oz Prime Pouch	20 Units	$21.22	$1.06
16.9 oz Recover Bottles	12 Units	$19.06	$1.59
Sobe			
20oz Plastic Bottles	12 Units	$15.91	$1.33
Life Water 20oz Bottles	12 Units	$13.43	$1.12
AMP Energy 16 oz Cans	12 Units	$19.13	$1.59
Rockstar Energy 16 oz Cans	24 Units	$42.37	$1.77
Rockstar Energy 15 oz Cans	24 Units	$42.37	$1.77
Kickstart Mountain Dew 16 oz Cans	12 Units	$12.50	$1.04
Starbucks Coffee			
Frappuccino Coffee 9.5 oz Glass	12 Units	$17.42	$1.45
Frappuccino Coffee 13.7 oz Glass	12 Units	$20.02	$1.67
Doubleshot 6.5 oz Can	24 Units	$38.62	$1.61
Doubleshot + Energy 15 oz Can	12 Units	$19.13	$1.59
Iced Coffee 11 oz Glass	12 Units	$18.38	$1.53
Seattle's Best Iced Coffee			
9.5 oz Can	12 Units	$14.22	$1.19
Tazo Premium Iced Tea 13.8 oz Glass Bottles	12 Units	$16.57	$1.38
Muscle Milk Protein Drinks 14 oz Bottles	12 Units	$37.23	$3.10

All Pepsi-Owned Vending Machines and Coolers MUST be stocked with Pepsi-Cola Products Exclusively
Minimum Delivery Requirements of 11 Cases Per Delivery

Pepsi Beverages Company Reserves the Right to Limit Quantities to Ensure Freshness

EXHIBIT A

PROGRAM B -- FUNDING PROGRAM

		AMENITIES OFFERED										
		SPONSORSHIP SUPPORT	DONATED PRODUCT SUPPORT	ONE PEPSICO SUPPORT	ATHLETIC / SIDELINES SUPPORT	SUSTAINABILITY SUPPORT	SCHOLARSHIP SUPPORT	STUDENT ACTIVATION SUPPORT	CAMPUS ACTIVATION SUPPORT	HEALTH & WELLNESS ACTIVATION SUPPORT	TOTAL SUPPORT (DOLLARS)	PRODUCT PRICING
MARKET SHARE	100%	$170,000	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$245,000**	PROGRAM B pricing
	90%	$144,000	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$219,000**	PROGRAM B pricing
	80%	$119,500	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$194,500**	PROGRAM B pricing
	70%	$95,500	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$170,500**	PROGRAM B pricing
	60%	$71,000	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$146,000**	PROGRAM B pricing
	50%	$46,500	$5,000	$5,000	$15,000	$10,000	$10,000	$10,000	$10,000	$10,000	**$121,500**	PROGRAM B pricing
	40%	$0	$5,000	$0	$0	$0	$0	$0	$0	$0	**$5,000**	PROGRAM B pricing plus $0.50 per case increase
	30%	$0	$5,000	$0	$0	$0	$0	$0	$0	$0	**$5,000**	PROGRAM B pricing plus $1.00 per case increase
	20%	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**	PROGRAM B pricing plus $1.50 per case increase
	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**	PROGRAM B pricing plus $2.00 per case increase

ALL SUPPORT FUNDING IS TIED DIRECTLY TO BOTH BOTTLE & CAN AND FOUNTAIN SALES VOLUME

EXHIBIT A

Midwest Business Unit

2013 PepsiCo National FTN BIB Concentrate

Effective January 1, 2013 thru December 31, 2013

AVAILABLE IN THE AREAS SERVICED BY PEPSI BEVERAGES COMPANY

This Offer Is Subject To All State And Federal Regulations. Product Purchased Is Intended for Retail Sale To Consumer. Product May Not Be Redistributed From Point Of Delivery Any Circumstances. Orders Can Not Be Split Between Multiple Locations To Satisfy Minimums.

Brand	Brix Ratio	Gallons per Unit	Price per Unit	Price per	Price per Ounce
Carbonated Soft Drinks					
Pepsi	5:1	**5**	$62.55	$12.51	$0.0163
Diet Pepsi	5:1	**5**	$62.55	$12.51	$0.0163
Caffeine Free Diet Pepsi	5:1	3	$38.82	$12.94	$0.0168
Pepsi Max	5:1	3	$38.82	$12.94	$0.0168
Wild Cherry Pepsi	5:1	3	$38.82	$12.94	$0.0168
Mountain Dew	5:1	**5**	$62.55	$12.51	$0.0163
Mountain Dew Code Red	5:1	3	$38.82	$12.94	$0.0168
Diet Mountain Dew	5:1	3	$38.82	$12.94	$0.0168
Sierra Mist	5:1	3	$38.82	$12.94	$0.0168
Diet Sierra Mist	5:1	3	$38.82	$12.94	$0.0168
Patio Strawberry	5:1	3	$38.82	$12.94	$0.0168
Mug Root Beer	5:1	3	$38.82	$12.94	$0.0168
Orange Crush	5:1	3	$38.82	$12.94	$0.0168
Dr. Pepper	5:1	**5**	$62.55	$12.51	$0.0163
Diet Dr. Pepper	5:1	3	$39.06	$13.02	$0.0170
Gatorade					
Gatorade Fruit Punch	5:1	3	$38.82	$12.94	$0.0168
Gatorade Orange	5:1	3	$38.82	$12.94	$0.0168
Gatorade Lemon Lime	5:1	3	$38.82	$12.94	$0.0168
Tropicana					
Fruit Punch	5:1	3	$38.82	$12.94	$0.0168
Lemonade	5:1	3	$38.82	$12.94	$0.0168
Lipton Iced Teas					
Plain	5:1	3	$38.82	$12.94	$0.0168
Lipton Dt Green Tea w/ Peach	5:1	3	$38.82	$12.94	$0.0168
Lipton w/ Raspberry	5:1	3	$38.82	$12.94	$0.0168
Lipton Liquid Concentrate	5:1	3	$48.00	$16.00	$0.0208
Dole Juice / Mixers					
Cranberry	4:1	3	$100.62	$33.54	$0.0524
100% Orange Juice	4:1	3	$100.62	$33.54	$0.0524
100% Apple Juice	4:1	3	$100.62	$33.54	$0.0524
Sour	4:1	3	$100.62	$33.54	$0.0524

20lb CO2 -- $17.85 plus a $75 Refundable Deposit

Pepsi Beverages Company Reserves the Right to Limit Quantities to Ensure Freshness

EXHIBIT A

Contract Education

Pepsi Logo Cup/Lid Pricing

Effective January 1, 2013 thru December 31, 2013

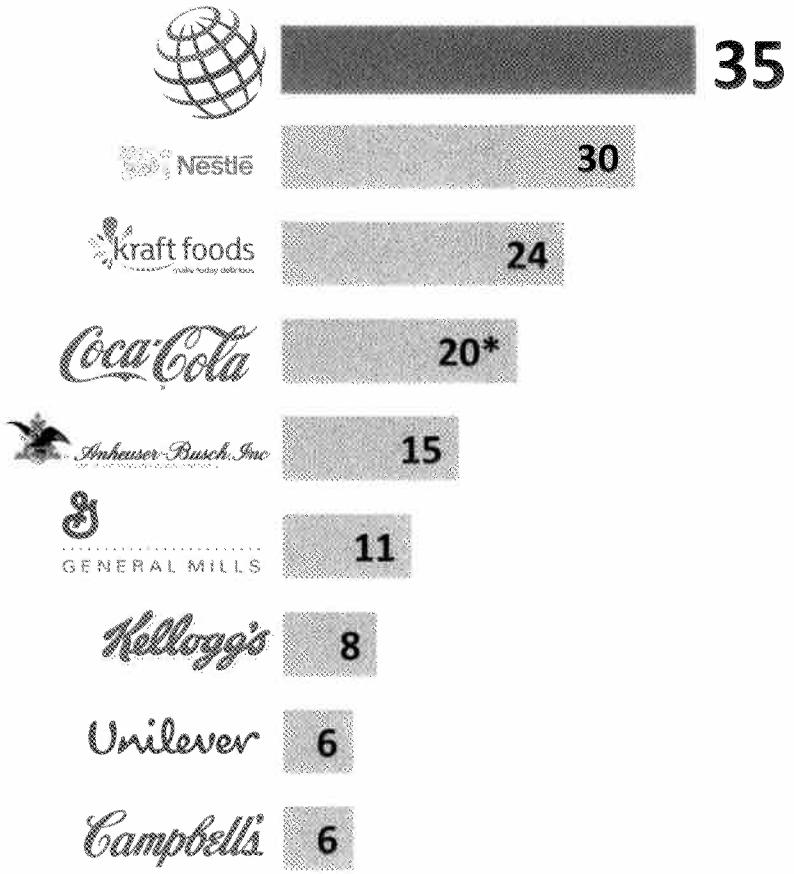
Item	Size	Quantity Per Case	**Price Per Case**
CUPS			
	12oz	2000	**$70.80**
	16oz	1000	**$50.39**
	24oz	1000	**$61.80**
	32oz	480	**$60.00**
	44oz	480	**$90.00**
Spill Stopper	32oz	300	**$78.66**
Freeze Cup	24oz	600	**$74.16**
LIDS			
	12oz/16oz/24oz	2000	**$40.80**
	32oz	960	**$40.80**
	44oz	960	**$40.80**

$60 Billion Company with Global Scale

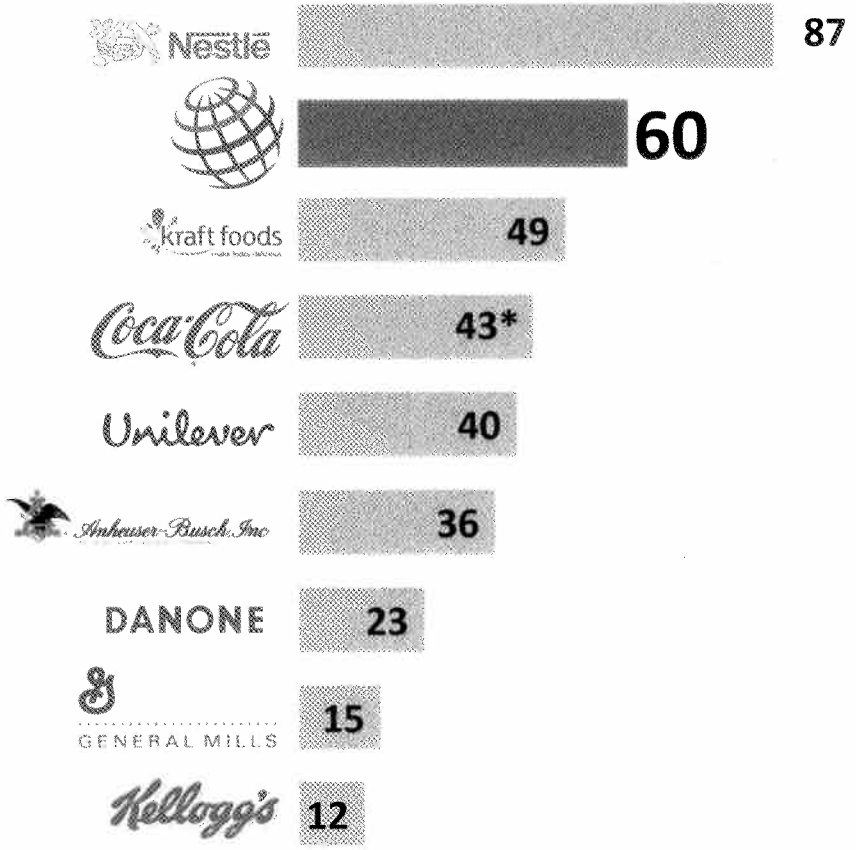
EXHIBIT D
QUALIFICATIONS

PEPSICO FOODSERVICE

2010 est N.A. F&B Rev ($B)



2010 Global F&B Rev ($B)



* Shown pro-forma for Coca Cola's acquisition of CCE's NA business

Note: PepsiCo revenues are pro forma 2010 reflecting bottler merger. P&G and General Mills are shown on fiscal 2010 basis. Unilever NA is US only.

World-Class Brands

EXHIBIT D
QUALIFICATIONS

PEPSICO
FOODSERVICE

22 Brands Have Annual Sales of $1 Billion+ (1,2)

1. 7-Up available in International Markets only
2. Sierra Mist available in US only

9 of Top 35 Trademarks Belong to PepsiCo

EXHIBIT D
QUALIFICATIONS

PEPSICO FOODSERVICE

Leading US Consumer Trademarks

1.	Budweiser	$10.1 B
2.	Coca-Cola	$6.3 B
3.	**pepsi**	**$4.1 B**
4.	**Mtn Dew**	**$3.3 B**
5.	**G**	**$3.1 B**
6.	Oscar Meyer	$3.0 B
7.	Miller	$2.6 B
8.	Red Bull	$2.5 B
9.	Coors	$2.3 B
10.	**Lay's**	**$2.2 B**
11.	Monster Energy	$2.1 B
12.	Dr Pepper	$2.0 B
13.	Campbell's	$1.8 B
14.	Hershey's	$1.7 B
15.	Pepperidge Farm	$1.6 B
16.	Tide	$1.6 B
17.	Pillsbury	$1.6 B
18.	Busch	$1.5 B
19.	**Quaker**	**$1.4 B**
20.	Hormel	$1.4 B
21.	**Tropicana**	**$1.4 B**
22.	Yoplait	$1.3 B
23.	Betty Crocker	$1.3 B
24.	Dole	$1.3 B
25.	Kleenex	$1.3 B
26.	**Doritos**	**$1.3 B**
27.	Bounty	$1.3 B
28.	Charmin	$1.3 B
29.	Gillette	$1.3 B
30.	L'Oreal	$1.3 B
31.	**Starbucks Coffee**	**$1.3 B**
32.	**Tostitos**	**$1.3 B**
33.	Glaceau	$1.2 B
34.	Sprite	$1.2 B
35.	Gerber	$1.2 B

1. Source: IRI FDMxC and GDMxC 52 weeks ending 10/30/2011; excludes cigarettes and Danone and Kraft (not trademarks)

3 of Top 5 Beverage Trademarks Belong to PepsiCo

EXHIBIT D
QUALIFICATIONS

PEPSICO FOODSERVICE

PepsiCo top 3 brands are $10.5 BB total

Our Balanced Portfolio Helps to Drive Growth Across All Need States

EXHIBIT D
QUALIFICATIONS

PEPSICO FOODSERVICE

PepsiCo North America Beverages

Enjoyment	52%	#1 Brand in Flavors
		#2 TM in Colas
		#2 TM in RTD Tea
Hydration	27%	#1 in Sports
Nourishment	13%	#1 in Chilled NFC OJ Brand
		#1 Super Premium Juice
Transformation	8%	#1 in RTD Coffee

YTD GDMxC Sales

1. Source: Company data, IRI YTD 2011 through 11.27.11 GDMxC

PepsiCo Non-Carbs Are #1

EXHIBIT D
QUALIFICATIONS

#1 AQUAFINA
Pure Water · Perfect Taste

Pure Water. Perfect Taste.

#1 Lipton Iced Tea

Lipton tea, water, and sunshine.
Ingredients for a healthy lifestyle.

#1 Frappuccino
STARBUCKS COFFEE

The taste that makes the break.

#1 SoBE

Healthy Refreshment

#1 Tropicana
Made with REAL Fruit Juice
JUICE DRINKS

Made with REAL Fruit Juice

#1 GATORADE

Is it in you?

G2

Our Snack Portfolio Addresses the Entire Spectrum of Consumer Snacking Demand Moments

EXHIBIT D
QUALIFICATIONS

PEPSICO FOODSERVICE

Frito Lay North America

On-the-Go Energy

Office/School Recharge

Happy & Social

Couples Unwind

Childlike Fun

Snack Fanatic

Midlife Treat

Taste & Relax

Conflicted Snacker

Healthy Enjoyment

#1 Brands in a Breadth of Categories

EXHIBIT D
QUALIFICATIONS

PEPSICO FOODSERVICE

Source: IRI Volume Through 8/13/11
CAGR = Compounded Annual Growth Rage
and this is a 3 year CAGR

PepsiCo Products are in Every Pantry

EXHIBIT D
QUALIFICATIONS

PEPSICO FOODSERVICE

Total Frito-Lay HH Pen Salty Snacks

94%

Total PepsiCo HH Pen LRB

92%

Source: IRI reported 52 Weeks Rolling; July 10, 2011 HH penetration Multi-outlets

WHAT THIRSTY STUDENTS WANT

POWER BRANDS TO DRIVE SALES

EXHIBIT D
QUALIFICATIONS

#1

- Bottled water
- Sports drink
- Flavored 20oz CSD
- Ready-to-drink tea
- Healthy refreshment beverage
- Super Premium Juice
- Ready-to-drink coffee
- Ready-to-drink Protein Shake

WHAT THIRSTY STUDENTS WANT

VARIETY TO MEET STUDENT DEMANDS

EXHIBIT D
QUALIFICATIONS

pepsi | diet pepsi | pepsi MAX zero calories | pepsi next | Mist NATURAL | Mtn Dew | Dr Pepper | Crush

G2 | G | Naked JUICE | STARBUCKS COFFEE | ROCKSTAR ENERGY DRINK | AMP ENERGY | RETHINK ENERGY

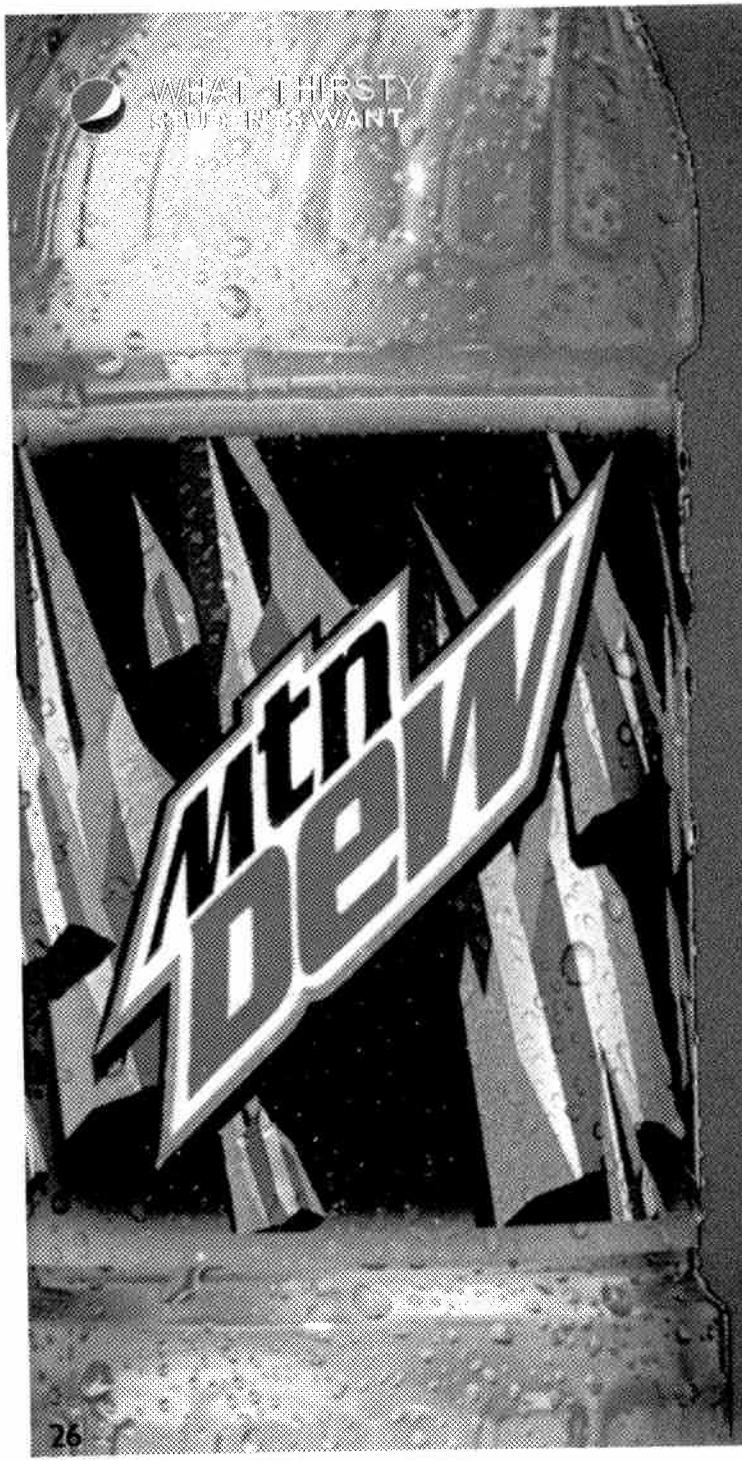
Lipton | propel | SoBe lifewater | SoBe lifewater With Coconut Water | Ocean Spray | Tropicana juice drinks | Schweppes

WHAT THIRSTY STUDENTS WANT

FOUNTAIN BRAND STRENGTH

EXHIBIT D
QUALIFICATIONS

Fountain Portfolio Has Broad Consumer Appeal from Carbonated to Non Carbonated choices including Juice



MOUNTAIN DEW IS THE **NUMBER ONE**

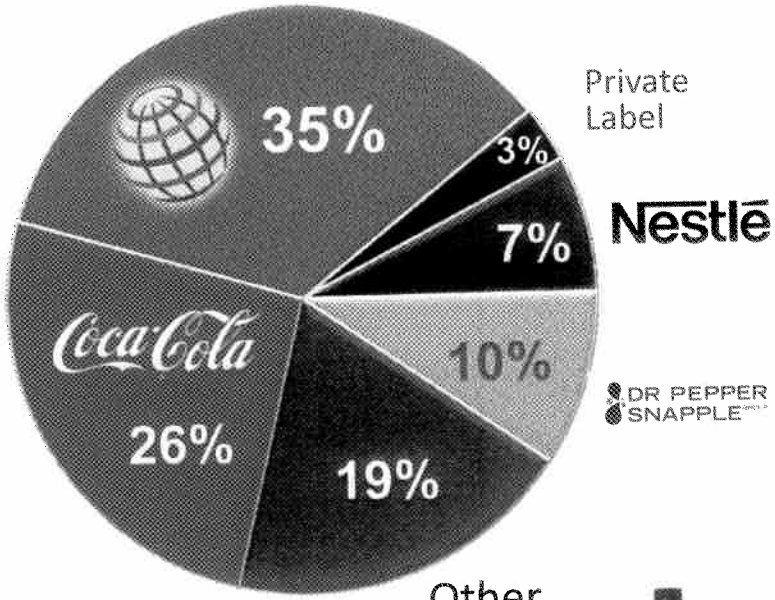
CARBONATED SOFT DRINK ON COLLEGE CAMPUSES.

Our Market Share Leads All Competitors

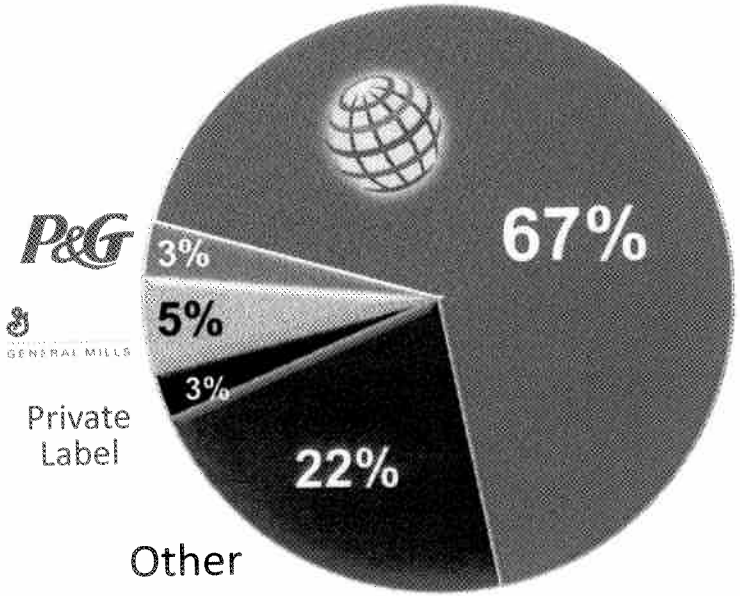
EXHIBIT D
QUALIFICATIONS

PEPSICO FOODSERVICE

2011 Market Share: BEVERAGE



2011 Market Share: SNACKS

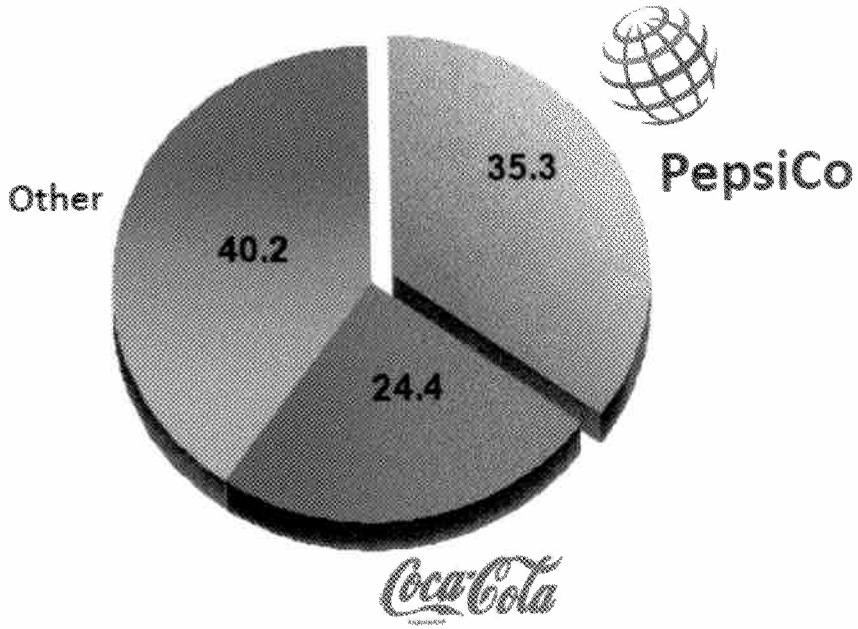


Source: IRI Total US C&G LRB Volume (December 2011)
IRI Total US C&G Salty Snacks Volume (December 2011)

Missouri/Kansas Market Share

EXHIBIT D
QUALIFICATIONS

Local Market Share in Convenience Stores



Powerful Trademarks

Category	Share	Share
Carbonated Soft Drinks	44%	28.6%
Water	18.4%	22.5%
Juices & Juice Drinks	33%	14.6%
Tea	46.5%	13.1%
Coffee	100%	0.0 %
Energy	12.4%	11.4%

partner with pepsi

Pepsi has preferred brands!

Source: ILD; 52 we 12/25/11

PEPSICO
FOODSERVICE

PepsiCo Local Team Contacts

EXHIBIT F
PERSONNEL

Question/concerns/issues can be addressed by anyone on Team Pepsi

PEPSICO LOCAL SALES & OPERATIONS TEAM

Primary Contacts

• Alan Orf	Channel Sales Manager	(314) 679-7241
• Stacy Jackson	Key Account Manager	(913-791-3049

Pepsi Direct Call Center (Product Ordering and Repair)

Pepsi Direct Customer Service (orders, delivery and billing)	800-963-2424
Pepsi Equipment Service	866-997-3774

PEPSICO
FOODSERVICE

Equipment Maintenance

EXHIBIT G
SERVICE &
SUPPORT

Service:

- All Service calls are received by trained Pepsi Customer Service Representative via centralized telephone number 1-866-997-3774.
- Customer Service Center operates from 7:00 a.m. through 11:00 p.m., 7 days per week.
- Calls are electronically entered and dispatched to the appropriate Service Technician.
- All Service Technicians work locally in the Kansas City metro area and are properly trained on all Pepsi equipment.

Commitment For Fountain Equipment Service:

- Provide the same level of Fountain Service Commitment that Pepsi provides to our most prestigious customers.
- Maximum of 4 hour response time for all fountain related service issues.
- Trained Customer Service Representative receives the call, who then identifies the customer needs and the specific location of the asset.
- Customer Service Center maintains an average dispatch time of less than 60 seconds from Service Center to the Service Technician.
- Pepsi Certified Technician's are committed to completing all repairs in an efficient and timely manner.

Equipment Maintenance

EXHIBIT G
SERVICE &
SUPPORT

Preventative Maintenance:

- **Pepsi will execute a scheduled Preventative Maintenance Program for NWMS in accordance with its standard practices for all equipment placed in service at the facility.**
- **All equipment will receive strategically scheduled PM's per year.**
  - All fountain equipment will receive a PM 2 times per year.
  - All vendors and coolers will receive a PM 1 time per year.
- **Key areas PM's focus on:**
  - Check to ensure proper carbonation levels (fountain units)
  - Clean, brix, and calibrate each valve (fountain units)
  - Maintain overall cleanliness of the unit (fountain units, coolers, vendors)
  - Inspect and maintain all working parts (fountain units, coolers, vendors)

Marketing Support

EXHIBIT G
SERVICE &
SUPPORT

SPECIAL EVENT - ARCTIC CARTS

Pepsi-Cola will support Northwest Missouri State University with temporary sales kiosks in order to maximize sales opportunities during large special events

- Great for use at athletic events, community events, tournaments, conferences, and any other type of special events throughout the campus locations
- Arctic Carts are focused for temporary indoor and outdoor use
- Number of carts available for each indoor event will be mutually agreed upon
- Please allow four weeks advance notice of the need for the Arctic Carts -- to insure that the equipment can be delivered to the campus on a timely basis

Gatorade Support

EXHIBIT G
SERVICE &
SUPPORT

Pepsi-Cola will provide Northwest Missouri State University Athletic Department with Athletic / Sidelines Support annually. The support will be direct payments once annually to be used for various programs and items to specifically benefit the Northwest Missouri State University Athletic Department

Some of the support items that can be specifically sourced using this Department-specific support are:

- **Squeeze bottle carriers**
- **Sport squeeze bottles**
- **Sidelines sport coolers (various sizes)**
- **48-quart chest-type coolers**
- **Sport towels**
- **Various packaged Gatorade/hydration/water cases**
- **Powdered Gatorade Product cases**
- **Isotonic Logo Cups**

The various specific support payment amounts are detailed in the Amenities pages in Exhibit A

Free Product

EXHIBIT G
SERVICE &
SUPPORT

One of the benefits of our exclusive distribution programs is the opportunity to receive free product for special events and other various activities at NWMS locations throughout the year.

This benefit is a very basic yet critical component of any partnership. We are committed to support the various events and/or activities within the NWMS community with free product. We will provide **$5,000** in value of free product annually. The payment for the "Free Product Allotment" will be paid to the University. The cases needed for each specific event will therefore be delivered and charged to the University, and will be tracked against the $5,000 payment by the University.

These cases can be used for any events and/or activities where they would prove to be the most beneficial.

$5,000.00

Campus Activation

EXHIBIT G
SERVICE &
SUPPORT

Pepsi-Cola will make available to Northwest Missouri State University "Campus Activation Programming". This activation programming will be paid once annually by Pepsi-Cola, and will be targeted to offset the cost of any campus programs.

Some examples of campus activation / items are:

- Athletic Department Signage/Sponsorships
- Annual Golf Tournament Sponsorships
- Earth Day Activities
- Turnkey Kits (See following pages)
- Including:

  Food Service and Retail Outlet Promotions

  Student/Staff Recognition Events / Promotions

  Items for Annual Golf Tournament Sponsorship Use

The specific programs and items chosen annually to be supported by this specific funding will be solely decided by Northwest Missouri State University

The various specific support payment amounts are detailed in the Amenities pages in Exhibit A

Student Activation

EXHIBIT G
SERVICE &
SUPPORT

Pepsi-Cola will make available to Northwest Missouri State University "Student Activation Programming" This activation programming will be paid once annually by Pepsi-Cola, and will be targeted to offset the cost of any student programs.

Some examples of campus activation / items are:

- Welcome Weekend Activities
- Family Weekend Activities
- Homecoming Activities

  Including:

  Student Give-Away Items

  Athletic Event Giveaways (T-shirts, rally towels, etc.)

  Event Sponsorship Participation

  Items for Annual Golf Tournament Sponsorship Use

The specific programs and items chosen annually to be supported by this funding will be solely decided by Northwest Missouri State University.

The various specific support payment amounts are detailed in the Amenities pages in Exhibit A

Turnkey Kits

Pepsi can provide NWMS with Turnkey Kits for student activation. There are many types of kits to choose from and each kit is brand specific.

Brand Focus

- SoBe LifeWater

How it Works:

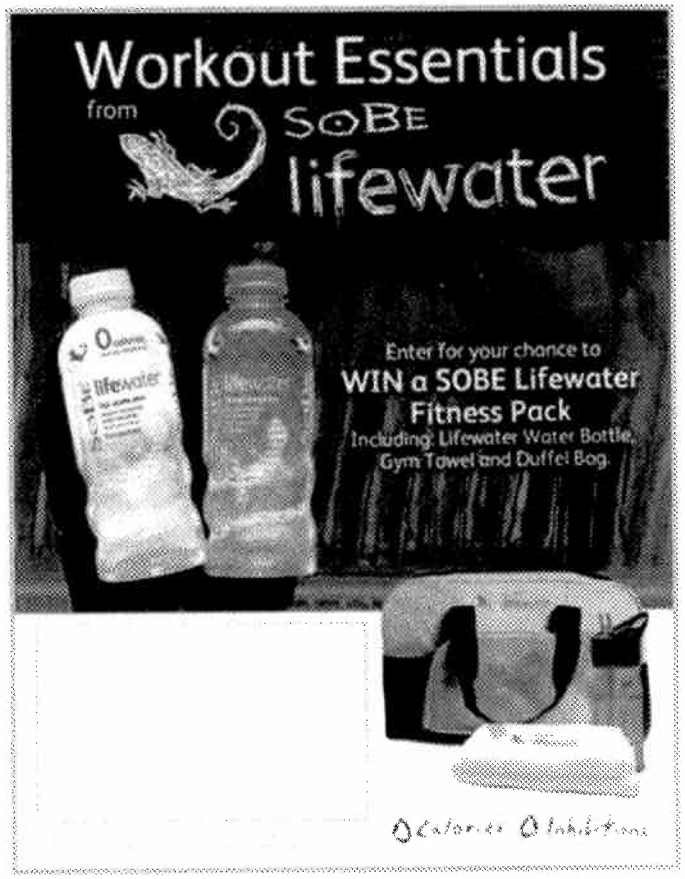
- Students enter to win via tear pads
- Ballot Boxes at campus locations – recommend bookstores, serveries, etc.

Timing:

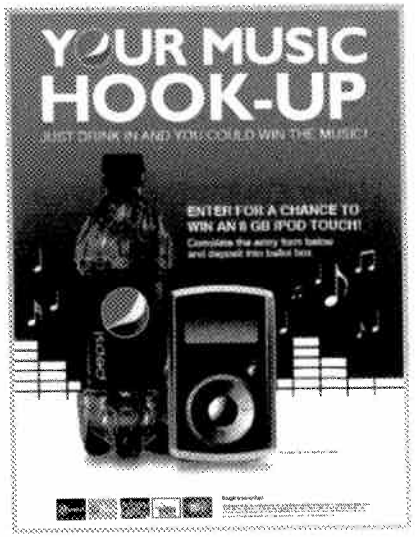
- Flexible to run during fall or spring semester

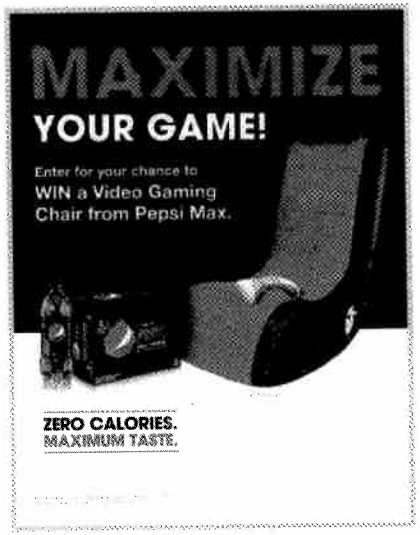
Promotional Kit Elements: (The following varies from kit to kit)

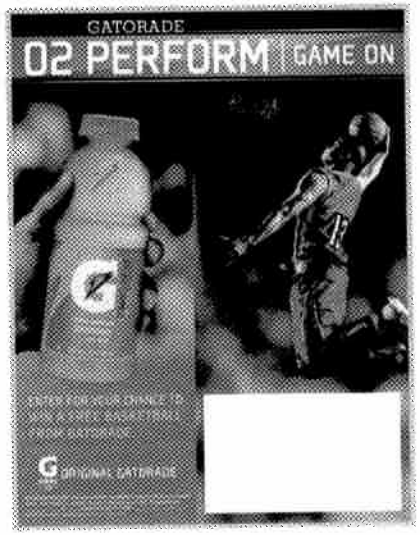
- (4) Ballot Boxes
- (4) Ballot Box header cards
- (40) Tear Pads with Entry Forms
- (4) Posters
- (4) 5"x8" Static Clings
- (10) Prizes, each includes a Water Bottle, Gym Towel and Duffel Bag

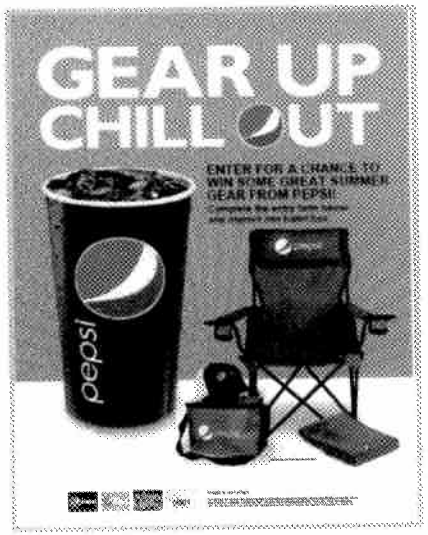


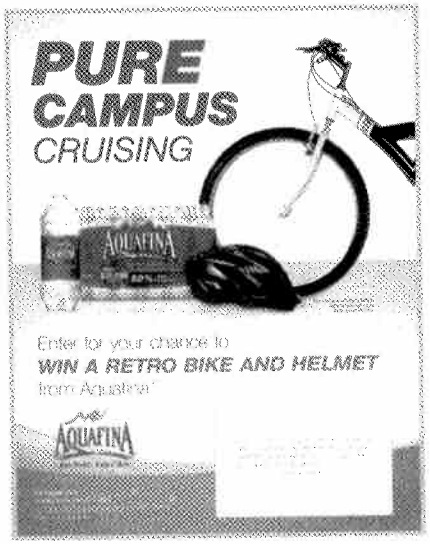
Turnkey Kits

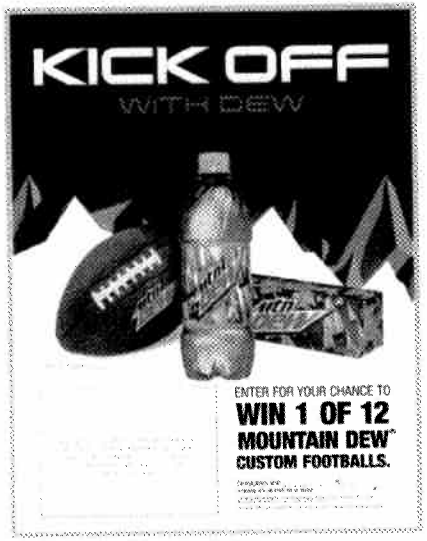












Health & Wellness Activation

EXHIBIT G
SERVICE &
SUPPORT

Pepsi-Cola will make available to Northwest Missouri State University "Heath & Wellness Activation Programming" This activation programming will be paid once annually by Pepsi-Cola, and will be targeted to offset the cost of any student Health & Wellness programs.

Some examples of campus activation / items are:

- Fitness Seminars
- Health & Wellness Seminars

- Including:

  Student Give-Away Items (Odometers, yoga mats, etc)

  Event Sponsorship Participation

  Items for Annual Golf Tournament Sponsorship Use

The specific programs and items chosen annually to be supported by this funding will be solely decided by Northwest Missouri State University.

The various specific support payment amounts are detailed in the Amenities pages in Exhibit A

Campus Sales Ordering Procedures

EXHIBIT G
SERVICE &
SUPPORT

At the discretion of the University, all weekly sales-ordering coverage and delivery service at the various campus locations can be established in one of two ways:

1.) Pepsi Direct – Pepsi Direct is our national operations center for daily and weekly order processing. The access to Pepsi Direct for all product ordering and delivery coordination is through phone, fax, or by electronic transfer (e-mail). All agents at Pepsi Direct are available from 6AM-6PM on all business days, and coordinate directly with our local customers for delivery coordination and new product innovations.

2.) Presell Service Representative – We have a local team of Presell Service Representatives who are dedicated to weekly coverage for local accounts focusing on weekly product delivery coordination as well as sales, promotions, and innovation. One dedicated Pepsi-Cola Presell Service Representative (PSR) will be responsible for the daily/weekly ordering and coordination for all drop-shipment deliveries to the various campus locations. This Sales Representative will also be responsible for the introduction and promotion of all new products as well as to initiate retail product promotions. Under the presell system, all drop-shipment delivery orders will be placed with this sales representative. This Sales Representative Coverage will assist in providing maximum service levels and maximum product sales.

Delivery Service

EXHIBIT G
SERVICE &
SUPPORT

Northwest Missouri State University will be serviced by two local Drop-Shipment Delivery Routes. All routes will be operated out of our St Joseph production/distribution center.

The Drop-Shipment Delivery Routes will maintain set delivery days for each of the various delivery locations on campus. A stable and coordinated schedule of service will be established focusing on minimizing the disruption of classes and other campus operations, while at the same time provide maximum service levels. All high sales volume Drop-Shipment locations on campus will be provided with twice weekly deliveries.to minimize product out-of-stock situations.

Payment Settlement Terms for Drop-Shipment Deliveries is Net 30 Days

WORLD-CLASS OPERATIONS

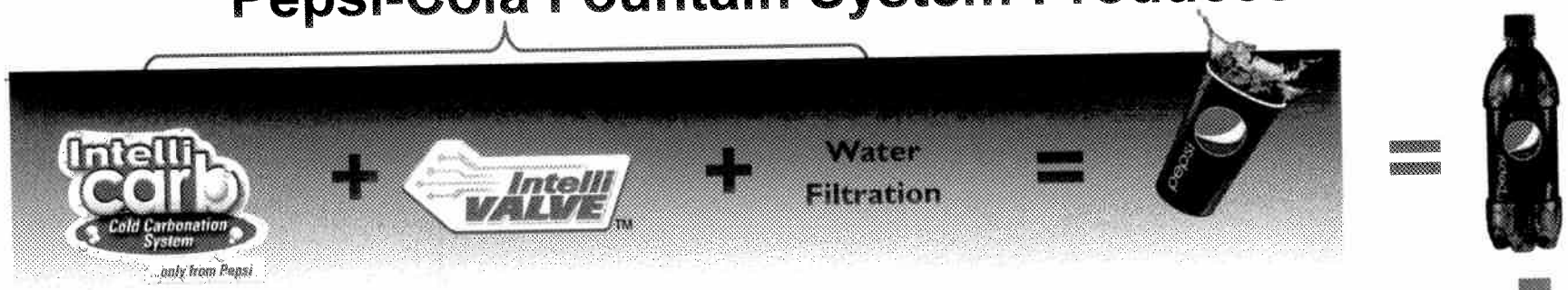
EXHIBIT H
EQUIPMENT

Unbeatable service that covers the gamut from product delivery, equipment service, and beverage category expertise.

Beverage Equipment

EXHIBIT H
EQUIPMENT

Pepsi-Cola Fountain System Produces



34° & Perfect CO_2 | Perfect Brix Ratio | Zero chlorine contamination | GREAT TASTE!

Same Great Pepsi-Cola Bottle Quality

- Clean fresh taste from ingredient quality water.
- Ingredient quality CO2 gas and consistent carbonation “volumes”, performance.
- Same flavor and taste delivered with trademark quality (BRIX) ratio control.
- Pour over ice to get same refreshing taste as a bottle from the fridge

Pepsi’s System Delivers Consistent Quality

PEPSICO
FOODSERVICE

Beverage Equipment

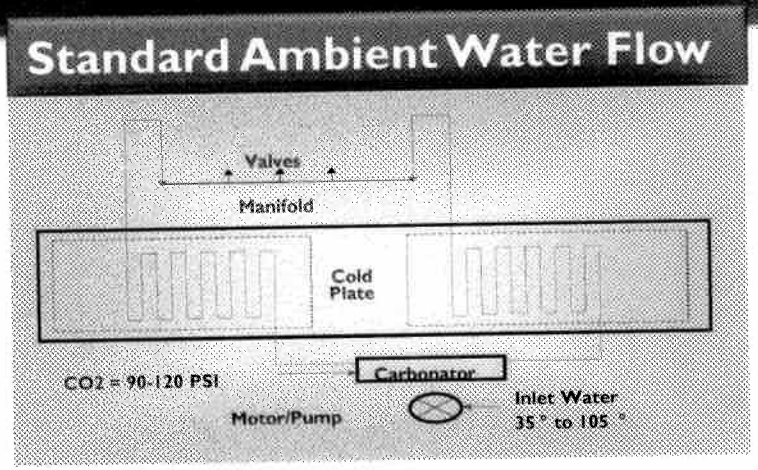
EXHIBIT H
EQUIPMENT

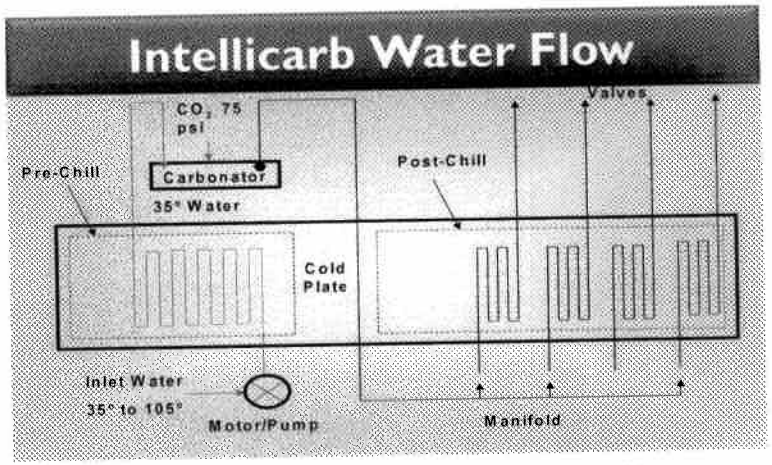
Pepsi's Proprietary* Intellicarb Cold Carbonation System Delivers Consistency

- Water is cooled before and after it is carbonated to ensure minimal carbonation loss
- Delivers bottle-quality CO2 levels
- Product temperature is always 34° - 36°
- Since 2001, this is our standard platform
- What does this mean?

Quality, Quality and Quality.

- Your guest will enjoy a refreshing ice cold Pepsi every purchase.





•U.S. Patent No. 6,505,758 entitled "Carbonated Beverage Dispenser" issued on January 14, 2003

PEPSICO
FOODSERVICE

BRIX: Syrup Yield Analysis

EXHIBIT H
EQUIPMENT

FACT

Pepsi products both sugared and diets are brixed at the same rate of 5.0 to 1.

Pepsi fountain products are dispensed to mirror the same taste profile as the bottle and can formulas.

FACT

Coke has variable brix ratios for both sugared and diets.

	No Ice		Cubed Ice		Flaked Ice
Sugared	**5.0 to 1**	**OR**	**4.75 to 1**	**OR**	**4.5 to 1**
Diets/Pibb	**5.5 to 1**	**OR**	**5.25 to 1**	**OR**	**5.0 to 1**

Coke varies brix dependent upon ice type used. They vary product brix to account for ice melt and communicate that all products are to be consumed at a 5.0:1 ratio.

FACT

Pepsi products have a greater yield advantage on ALL sugared products.

Beverage Equipment

EXHIBIT H
EQUIPMENT

Wide Offering of Equipment Types

- Coolers for Retail Sales
- Beverage barrels and racks for any additional placements
- State-of-the-art Vending Equipment

All equipment is supported by Pepsi's dedicated service professionals

Beverage Equipment
Planned Innovation

EXHIBIT H
EQUIPMENT

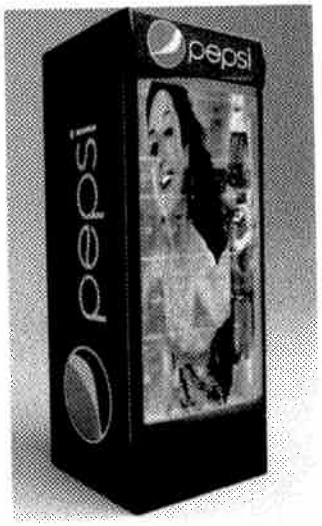
Fountain

Touch Tower

Vending

Interactive Vending

Coolers



Smart Coolers
Digital Merchandising

Beverage Equipment
Planned Innovation

EXHIBIT H
EQUIPMENT

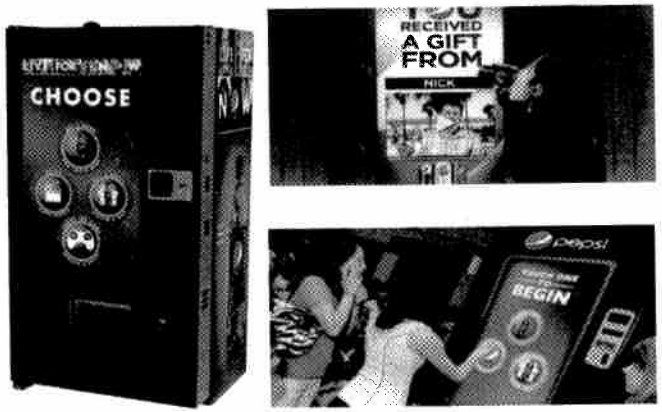
Innovative Fountain Platform

- Digital touch screen that offers consumers a choice of up to eight brands and four flavor shots
- Customers can mix and match flavors
- Gives customers more flexibility because it's smaller and takes up less counter space.

Beverage Equipment
Planned Innovation

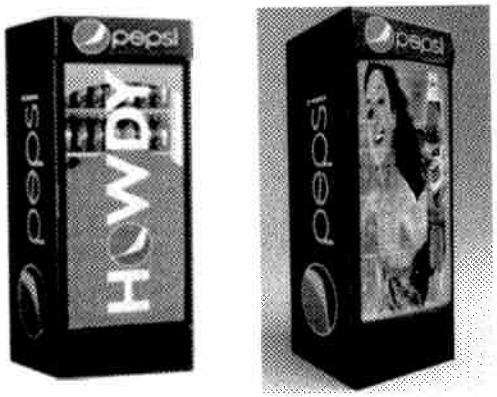
EXHIBIT H
EQUIPMENT

Interactive Vending



- State-of-the-art networked unit featuring full touch screen
- Includes camera, speaker, and microphone for messaging
- Enables consumers to connect with PepsiCo brands and to digitally "gift" a friend
- Ability to update digital content and attract loop online

Smart Coolers



- 47" transparent LCD display in the door
- Media player with audio & video capability
- Opportunity to drive advertising and promotions
  - Impulse purchases
  - Cross-brand promotions
  - Deepened consumer engagement

WHAT THIRSTY STUDENTS WANT

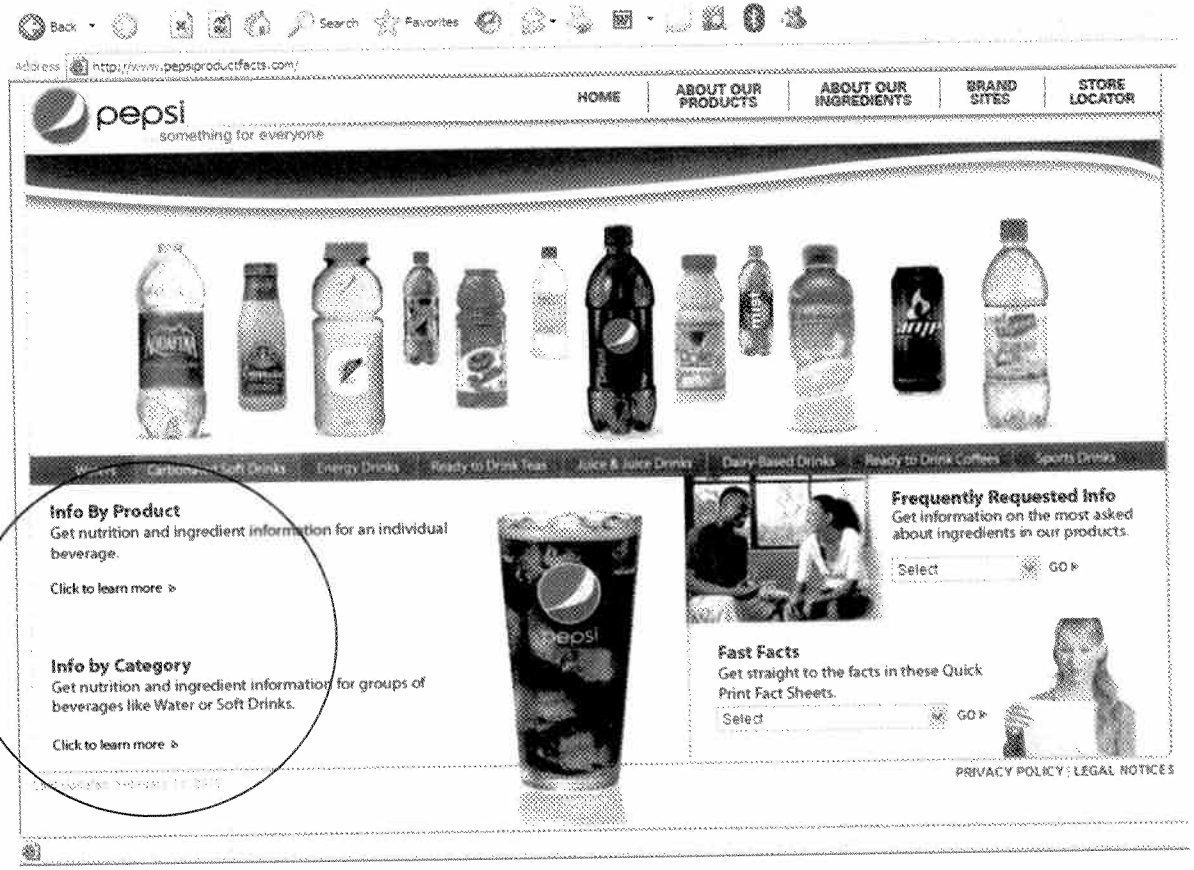
NUTRITIONAL INFORMATION

EXHIBIT I
PRODUCTS

Pepsi Nutrition Information

- PepsiCo provides a wide range of beverages that meet the needs of consumer
- PepsiCo beverages fall into 3 categories:
  1. Nourishment
  2. Enjoyment
  3. Hydration
- To get the most up-to-date nutritional information, you can go to review all beverage nutritional information. This website provides detailed nutritional information in real-time as PepsiCo continually innovates its product portfolio.

Can search by PRODUCT (Pepsi, SoBe, etc…) or CATEGORY (CSD, Water, etc…)



Quick Search function on ingredients and facts

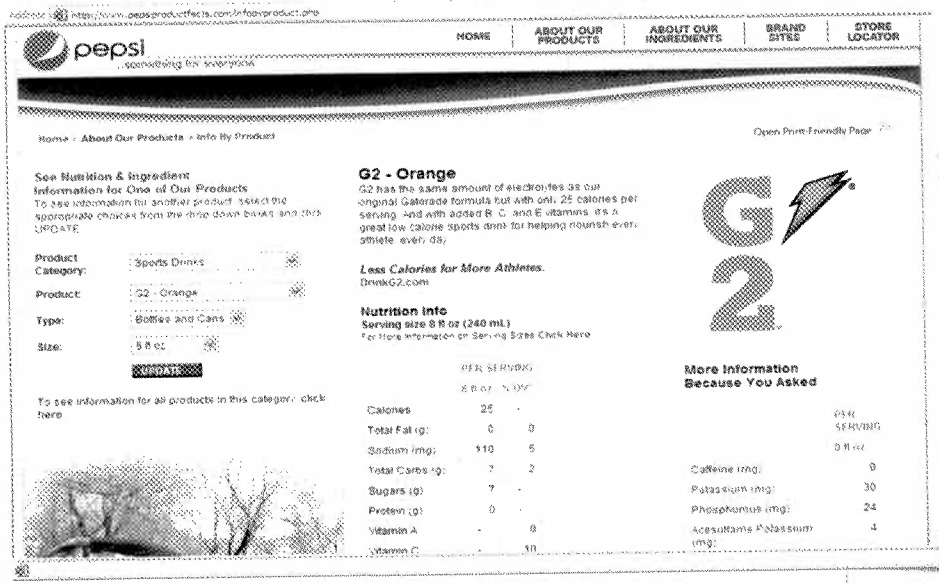
WHAT THIRSTY STUDENTS WANT

NUTRITIONAL INFORMATION

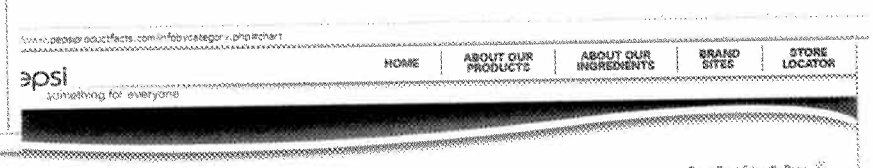
EXHIBIT I
PRODUCTS

Pepsi Nutrition Information

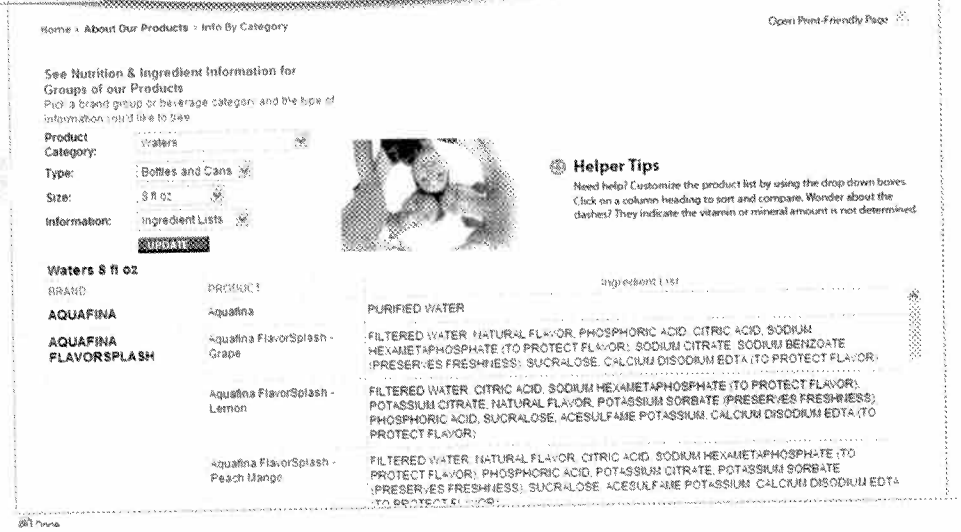
Information you can obtain off the website are:



By Product



By Category



MODEL MARKET SALES DEVELOPMENT PROGRAM

EXHIBIT J
MARKET PLAN


Our Model Market Sales Development Program focuses on large Food Service customers with 'retail like' coverage. The NWMS Campus locations will continue to have a Model Market Sales Representative calling on all C-stores and cafeterias on campus. This Representative will assist Food Service Managers with cooler Plan-o-Grams, new product introductions, marketing promotions, and display innovation as well as Point-of-Sale marketing and signage for all lines of PepsiCo products.

One initiative which is the foundation of our Model Market Sales Development Program is the "Recommended Core 35" program, which focuses on suggested SKU availability of our best selling (core) lines of both our food products as well as of our total beverage portfolio. Maximizing distribution of the Recommended Core 35 SKU'S within all channels of the business on the NWMS campus is one of the best sales and distribution strategies to maximize revenues and profits.

Details of the Recommended Core 35 program are on the next page

MODEL MARKET SALES DEVELOPMENT PROGRAM

EXHIBIT J
MARKET PLAN

PEPSICO

Recommended Core 35 SKU'S

11 Non- CSDs	
Aquafina 1L	Lipton Pure Leaf
Aquafina 20 oz	Lipton Natural
SoBe Life 0 cal	Lipton Brisk
SoBe Lifewater	Gatorade
Starbucks Amp	G2

10 Salty Snacks LSS	
Lay Classic	Lays BBQ
Baked Lays Reg	Miss Vickie's
Doritos Nacho	Stacy's
SunChips	Rold Gold
Ruffles Reg	Fritos or Cheetos

4 Juices
Tropicana PP Orig
Naked Juice
Ocean Spray
Izze

7 CSDs 20 oz	
Pepsi	Diet Pepsi
Mist Natural	Pepsi Max
MTN Dew	Diet Dew
Crush	

3 Foods
Quaker Oatmeal
Quaker Chewy Bars
Sabra

A solid representation of our top selling SKU'S from both our food portfolio as well as from our beverage portfolio in all channels of business at the NWMS campuses will assist in maximizing revenues and profits for NWMS and for all of the contracted food service providers on campus as well.

Our Recommended Core 35 SKU'S are detailed on this slide

We will provide additional support funding to NWMS specifically for category majority sales of our food products. The specific funding amounts for this "One Pepsi Program " are detailed on the Amenities forms in Exhibit A

MODEL MARKET

Our Sustainability Vision

PepsiCo's responsibility is to continuously improve all aspects of the world in which we operate – products, environment, people – creating a better tomorrow for future generations.

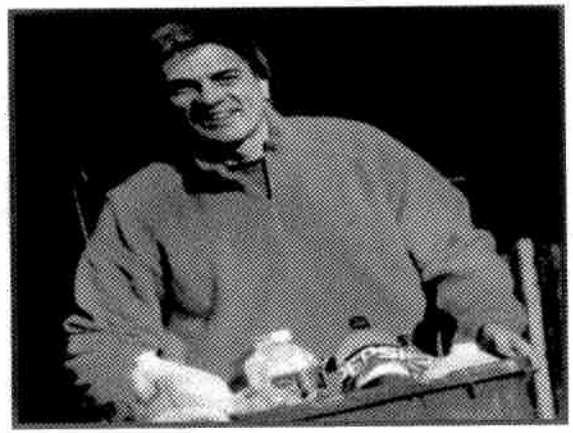
PEPSICO
PERFORMANCE WITH PURPOSE
Human • Environment • Talent

Human Sustainability

Nourish consumers with a range of products

Environment Sustainability

Be responsible stewards of our planet's resources

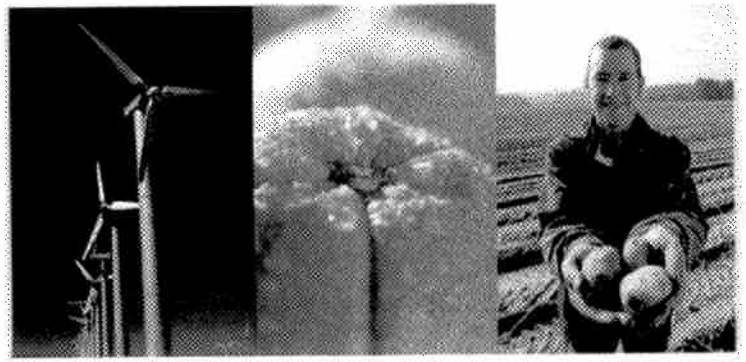


Talent Sustainability

Attract, retain and develop world-class talent

PepsiCo Sustainability Journey

PepsiCo Sustainability Vision



PepsiCo's commitment is to continuously improve the world in which we operate –

products

environment

people

creating a better tomorrow for future generations

PEPSICO

think globally. act locally.

PepsiCo's Three Focus Areas

2015 TARGETS

Water	-20%
Energy	-20%
Packaging & Solid Waste	-25%

Per unit of production compared to 2006

Our Approach

Water

Reducing water usage through conservation, reuse, and replenishment

Conservation: PepsiCo uses inventive techniques, including water recycling for plant maintenance, waste water irrigation, and air rinsing of beverage bottles

Innovation: Working proactively to improve water supplies in water scarce communities

Energy

Reducing greenhouse gas emissions through energy conservation and use of clean energy sources

Conservation: PepsiCo continually improves processes to reduce energy use

Innovation: Actively engaged in renewable energy projects

Packaging & Solid Waste

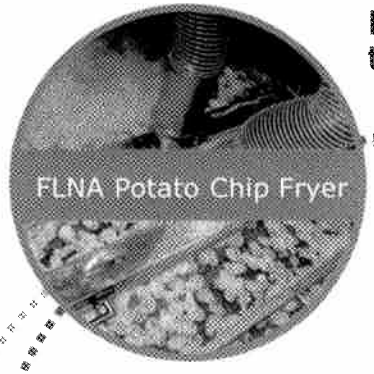
Reducing, recycling, and reusing packaging and solid waste

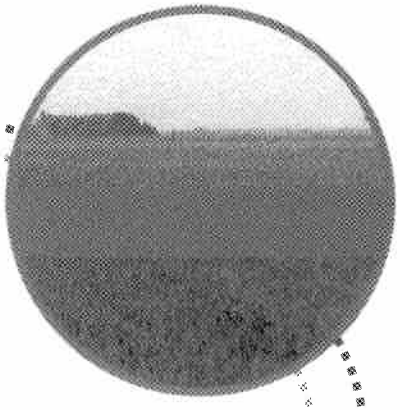
Conservation: PepsiCo is activating our Global Sustainable Packaging Policy

Innovation: Light-weighting in beverage containers saves more than 60 million pounds of plastic a year

Water Conservation

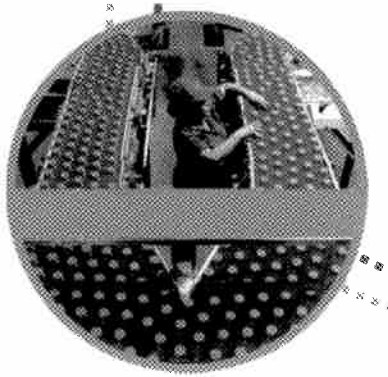
Recovery captures 85%+ of the water from the PC fryer



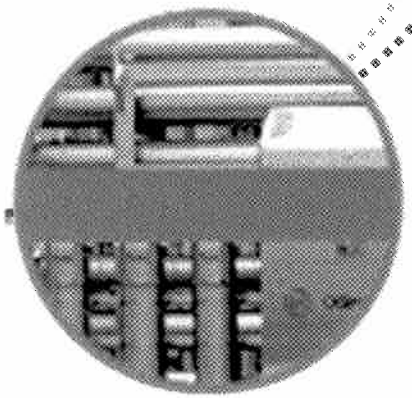


Since 2003, PepsiCo India has saved 2 billion + liters of water. Direct seeding trials show water savings of 30%

Reducing Our Water Usage



Gatorade Waterless Bottle Rinsing to achieve 20% reduction in water consumption



Installed Reverse Osmosis Water Recovery Systems to save more than 280 million gallons annually

Nearly 1.5 billion gallons saved in 2007!

Reducing Our Energy Use

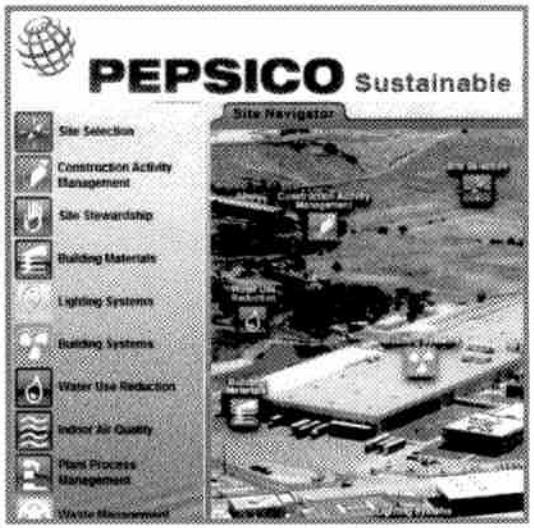
Energy Reduction in Equipment

47% energy reduction in 2007 coolers and 55% in vending

Hybrid Fleet Conversion

600,000 Gallons of fuel conserved annually

"Green Design" for Buildings

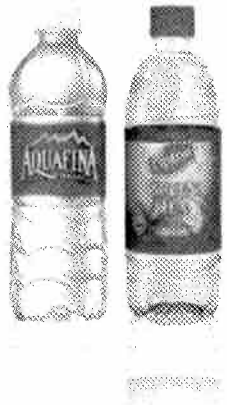


Sustainable Engineering Guidelines

Packaging & Equipment Sustainability

Light-Weighting and Finish

Several million pounds reduction in PET



Source Reduction

Significant corrugate reduction in primary and secondary packaging

Recycling

Designing packaging for recycling

PVC Elimination

Eliminating PVC from tamper bands

PepsiCo Partners with Leading Organizations

Refrigerants. Naturally!

PARTNERSHIPS for SUSTAINABLE DEVELOPMENT

THE GLOBAL COMPACT
WE SUPPORT

The CEO Water Mandate

SUSTAINABLE FORESTRY INITIATIVE

GREENPEACE

Supplier Ethical Data Exchange

World Business Council for Sustainable Development

The Earth Institute
AT COLUMBIA UNIVERSITY

CARBON TRUST
Making business sense of climate change

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

energy ENERGY STAR

H2O AFRICA FOUNDATION

CLIMATE LEADERS
U.S. Environmental Protection Agency

WORLD ECONOMIC FORUM

Rainforest Alliance

CARBON DISCLOSURE PROJECT

Water Partners INTERNATIONAL

KEEP AMERICA BEAUTIFUL INC.
DO SOMETHING BEAUTIFUL.

FSC

safewaternetwork

Recycling

SUSTAINABILITY

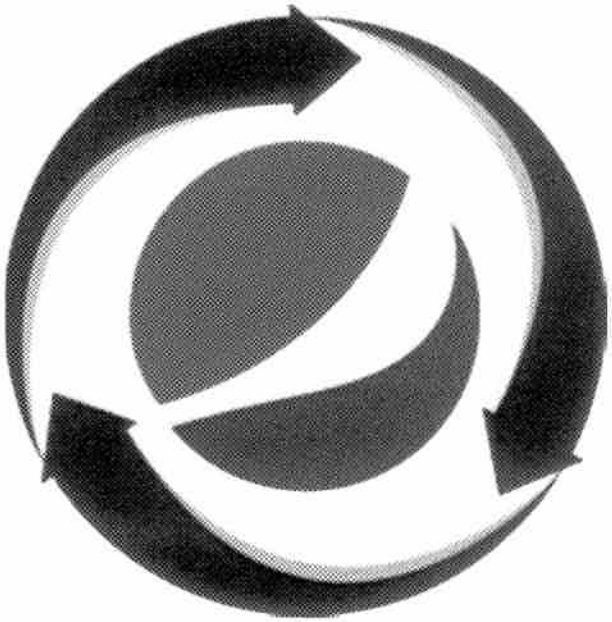


EXHIBIT J
MARKET PLAN

PEPSI RE PROGRAM

PEPSI "RE" PROGRAM IS A LONG TERM COMMITMENT FOCUSED AROUND SUSTAINABLE SOLUTIONS FOR CAMPUSES

Pepsi RE Program

What we learned from College Students about Recycling??

We started with Research…

Primary

- Focus Group Discussions
- Campus Pilot Program
  - Syracuse, Maryland, Colorado, Cal Poly

Secondary

- Yankelovich "Scoop on Generations" (syndicated)
- 2006 Cone Cause Millennial Study (syndicated)

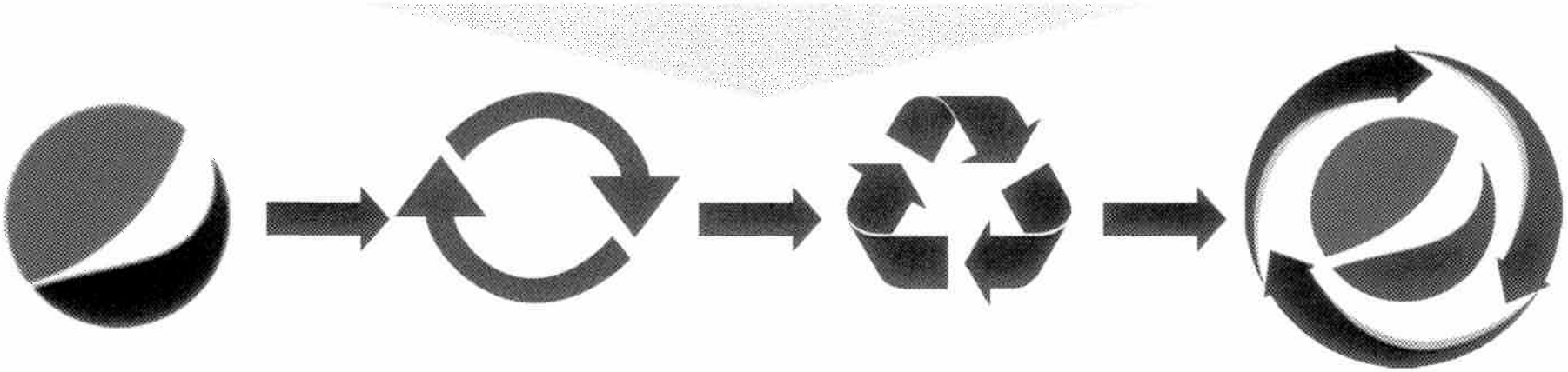
Key Insights

Core Value: AUTHORSHIP

"Give me the opportunity to create my own solutions."

Core Value: AUTHENTICITY

"Don't lie to me.
I can see right through it."



What do the facts tell us about Recycling??

What Students Say

87%

currently recycle

Percentage of Recycling on Campus

2-3%

actually makes it into the bin

"As opposed to just simply putting out a recycling bin and hoping that people recycle, you change around your whole collection…by making it more convenient."
Alec Cooley
College and University Recycling Council (NRC)

2006 Cone Cause Millennial Study

Closing

PepsiCo is More Than Your Ordinary Foodservice Partner We offer…

- A wide range of food and beverage choices to meet the varying needs of your customers
- #1 Brands in many beverage categories
- Superior equipment, service and people resources
- Substantial funding and support programs to enhance the student experience on your campus, and to assist with organizational growth
- Category and consumer insights
- Marketing leadership
- Health & Wellness leadership

…a comprehensive foodservice partnership

We thank you for the opportunity to be your partner!

PEPSICO
FOODSERVICE