REQUEST FOR PROPOSALS
(RFP)

Issue Date: April 17, 2003

Title: Vending Machine Services (Drinks Only)

Issuing Agency: Commonwealth of Virginia
Longwood University
Materiel Management Office, Room #218
Farmville, Virginia 23909

Using Agency: Longwood University
Farmville, Virginia 23909

Period of Contract: From: July 1, 2003 Through June 30, 2008 (Five years). Optional 5 successive one year renewals. See section G. of the Special Terms and Conditions.

Sealed Proposals Will Be Received Until May 15, 2003 2:00 p.m. local time For Furnishing the Services Described Herein.

All Inquiries for Information Should Be Directed To: Materiel Management Office Phone (434) 395-2093.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: MATERIEL MANAGEMENT, BRISTOW BUILDING, ROOM 218, CORNER OF MAIN STREET AND REDFORD STREET.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Date:________________________

By:________________________

Signature

Name:________________________

Please Print:

Title:________________________

Zip Code____________________

Tel. No._____________________

Fax No_____________________

FEI/FIN No._____________________

Check any or all that apply:  Small Business ________

Minority_______ Female Owned___________

Longwood University is an Equal Opportunity Employer.

Longwood University shall not discriminate because of the race, religion, color, sex, age, disability, or national origin of the bidder, offeror, or contractor (Code of Virginia, X 11-44). Longwood University shall also not discriminate against faith-based organizations. (Code of Virginia § 11-41/02.)
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Purpose</td>
<td>3</td>
</tr>
<tr>
<td>II. Background</td>
<td>3</td>
</tr>
<tr>
<td>III. Objective</td>
<td>4</td>
</tr>
<tr>
<td>IV. Statement of Needs</td>
<td>5-6</td>
</tr>
<tr>
<td>V. Sponsor Benefits</td>
<td>6-7</td>
</tr>
<tr>
<td>VI. Proposal Preparation &amp; Submission Requirements</td>
<td>8</td>
</tr>
<tr>
<td>VII. Evaluation and Award Criteria</td>
<td>11</td>
</tr>
<tr>
<td>VIII. Reporting and Delivery Requirements</td>
<td>11</td>
</tr>
<tr>
<td>IX. Communications</td>
<td>12</td>
</tr>
<tr>
<td>X. General Terms and Conditions</td>
<td>13</td>
</tr>
<tr>
<td>XI. Special Terms and Conditions</td>
<td>19-20</td>
</tr>
<tr>
<td>XII. Invoicing Requirements</td>
<td>20</td>
</tr>
<tr>
<td>XIII. Pricing Schedule</td>
<td>21</td>
</tr>
<tr>
<td>XIV. Question Form</td>
<td>22</td>
</tr>
<tr>
<td>XV. Instructions to Offerors</td>
<td>23</td>
</tr>
</tbody>
</table>

**ATTACHMENTS:**

| A. Current Beverage Machine Locations & Product Selections | 24 |
| B. Conflict of Interest Statement                        | 25 |
| C. Offeror Data Sheet                                     | 27 |
I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish an exclusive beverage sales and vending services contract through competitive negotiations for Longwood University, an agency of the Commonwealth of Virginia (hereinafter referred to as LWU).

II. BACKGROUND

Longwood University is a public, coeducational University with over 100 areas of study in the arts and sciences, business, and education. Graduate programs in education, English, sociology, and environmental studies. Longwood’s nearly 4,000 students come from over 25 states and foreign countries. The Campus is a residential 60-acre campus. Over 75 percent of undergraduates live in one of 13 residence halls or nearby apartments.

Longwood University is located in the heart of central Virginia – three hours from Washington and about an hour from Richmond and Charlottesville.

Longwood University believes that the institution’s potential as a corporate sponsorship property is further enhanced through its cooperative program with the ARAMARK Dining services operation which serves over a half-million meals per year. Also, Longwood University has in its immediate plans to move from Division II to Division I in the Athletic program.

Longwood University currently operates several facilities which dispense carbonated and non-carbonated beverages on campus. These include, but are not limited to, the following:

1. **Dining Services.** University dining services is contracted in a cooperative program with ARAMARK, Corporation. Dining Services is responsible for the Lancer Café which is located in the Lankford Student Union Building, the Tea Room which is located in the Dining Facility, and a series of cash operations across campus. Cash operations include the following locations:
   a. Lancer Café
   b. The Tea Room
   c. Catering
   d. Lancer Hall (Athletics)
   e. Longwood Bookstore

2. **Vending.** Longwood University currently contracts all of its on-campus vending operations. Approximately 26 drink vending machines are located in various buildings. Please refer to Attachment A for current beverage machine locations and product selections.

3. Longwood University currently has a total of 10 soda fountain dispenser units located in the following locations:
   a. Dining Hall Qty 6
   b. Lancer Café Qty 2
   c. Tea Room Qty 1
   d. Lancer Hall Qty 1

4. The following represents annual sales/usage for beverages to include canned, bottled, bottled juices and other specialty cold beverages.
   - **Pepsi** total gross sales for vended product for the period of July 1, 2002 to present is approximately $85,000.00.
   - Canned soda catering & bookstore: 8,399 cases
   - Catering & cash operations: 715 cases
   - Dining Fountain Syrup 4,869 gallons
one case equals 24 cans

5. The following represents bottle/can coolers for beverages on campus:

- Lancer Café - 3
- Lancer Hall - 1

Longwood University is in the process of having an ID card system which includes debit capabilities. The Contractor shall provide fully compatible debit card vending equipment which properly interfaces with the ID card system at the Contractor’s expense.

It is the policy of Longwood University and the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of minority business (as defined by the Code of Virginia, Section 2.1-64, 32:1), small business and businesses owned by women and minorities are encouraged to participate in State procurement activities. Towards that end, the Commonwealth encourages contractors to provide for the participation of minority business, small business, and businesses owned by women through partnerships, joint ventures, subcontracts, and other contractual opportunities. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP may result in rejection of the proposal.

III. OBJECTIVE

Longwood University’s objective is to enter into a partnership with one contractor to provide exclusive rights to sell beverage products. In return, Longwood University will:

- Provide exposure (through a cross-section of impression/media) to a demographic base that is consistent with the Contractor’s identified target audience.
- Provide entertainment/hospitality opportunities for the Contractor’s clients and customers.
- Provide an opportunity for the Contractor to enhance its image as a good corporate citizen through a program that will generate positive public relations as well as significant community goodwill.
- Wherever possible, deliver hard-sell opportunities for the Contractor to its primary target market.
- Provide an environment that excludes the Contractor’s competition from any involvement with Longwood University’s Athletic Department.
- Structure the partnership in a way that is consistent with and enriches the corporate image of the Contractor.
- Provide a sponsor hierarchy that not only restricts the number of participants, but also ensures that the Contractor’s fellow sponsors will be equally prestigious companies with whom it feels comfortable sharing an image association.

IV. STATEMENT OF NEEDS

A. GENERAL
The Contractor shall provide quality products and services to students, faculty, and staff equal to other major collegiate facilities. The contract includes all bottled, canned and fountain beverages dispensed/served on the Longwood University campus to include restaurants, cafeterias, carts, catering and vending areas. It excludes beverages sold in the Bookstore.

A contract commencement date on or about July 1, 2003 is desired.

B. SPECIFIC

The Contractor shall provide a sufficient number of vending machines in Longwood University areas to satisfy the requirements of students, faculty, and staff. The Contractor shall install current production beverage dispensing and vending equipment which are uniform in appearance and which are compatible with the decor of the designated areas.

1. Products

The Contractor shall offer a diverse selection of products appropriate to each type of food service and to the University market. Products to be included (but is not limited to):

   a. Carbonated beverages, bottled, canned and fountain
   b. Fruit juice products, bottled and canned
   c. Bottled waters
   d. Isotonic beverages
   e. Iced tea - canned, bottled and/or fountain service
   f. Other beverage products as offered.

2. Product Mix

Upon mutual agreement between LONGWOOD UNIVERSITY and the Contractor, a specific product mix will be implemented at the start of the contract. However, new products are encouraged throughout the term of the contract upon the approval of LONGWOOD UNIVERSITY.

3. Product Variety and Consumer Preference

The Contractor must set forth the available products and flavors. Information regarding customer preference and current sales for these products/flavors must also be included. Additionally, Contractor shall clearly state recommendations for products/flavors to be served and list any variations in products/flavors to be furnished to specific LONGWOOD UNIVERSITY locations.

4. The Contractor shall provide all required equipment at no cost to LONGWOOD UNIVERSITY. Required equipment shall be mutually agreed upon between LONGWOOD UNIVERSITY and the Contractor. Unless otherwise indicated, Contractor shall retain title to such equipment. Upon termination of the contract, the University will release equipment to the Contractor.

The University will assume no liability for damage to the equipment from fire, theft, vandalism, or other causes. LONGWOOD UNIVERSITY, however, will use reasonable precaution to protect the Contractor’s equipment. If any type of equipment provided by the Contractor will not fit into existing areas, any modifications (i.e. new counters, etc.) shall be rendered at the Contractor’s expense. Proposed renovations must be approved in writing, in advance, by LONGWOOD UNIVERSITY. Appearance of all equipment shall be aesthetically appealing, as determined by LONGWOOD UNIVERSITY.

5. Equipment Maintenance Requirements
Contractor shall maintain a LONGWOOD UNIVERSITY pre-approved plan for regular maintenance, including cleaning and flushing of post-mix and premix beverage equipment. A request for repair or service shall be responded to within four (4) hours. Equipment that cannot be returned to full service within forty-eight (48) hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service or permanently replaced at no cost to LONGWOOD UNIVERSITY.

The Contractor shall be responsible to reimburse LONGWOOD UNIVERSITY for loss of sales and/or additional costs incurred due to equipment breakdown or inability to meet delivery requirements.

6. The Contractor will maintain and service all beverage vending equipment on a frequent and continuous basis. Each vending machine shall be serviced or restocked as necessary to maintain an adequate supply of fresh product and/or when approximately fifty percent (50%) of its inventory has been sold.

7. All expenses for the installation or removal of beverage equipment and vending machines shall be borne by the Contractor.

8. LONGWOOD UNIVERSITY cannot guarantee an uninterrupted supply of water, electricity, or heat except that it shall be diligent in restoring service following an interruption. LONGWOOD UNIVERSITY shall not be liable for any losses which may result from the interruption or failure of any such utility service.

9. Contractor’s Employees
   a. The Contractor shall utilize its own employees and equipment. It is the responsibility of the Contractor to provide a sufficient staff of employees properly trained to consistently maintain the contract.
   b. It is desired that all employees who handle /collect cash while on LONGWOOD UNIVERSITY’S campus be bonded.
   c. All of the Contractor’s route, service, and delivery employees shall have a valid driver’s license.
   d. Employee uniforms shall be furnished by the Contractor which will easily and appropriately identify the Contractor and the employee by name. Exceptions shall be determined by mutual agreement between LONGWOOD UNIVERSITY and the Contractor. All Contractor employees must present a neat and clean appearance while performing under this contract.
   e. All employees on the Contractor’s payroll shall be the Contractor’s responsibility. The Contractor shall comply with all applicable governmental regulations relating to employment, compensation, and payment of personnel.
   f. Employees of the Contractor shall observe all regulations of LONGWOOD UNIVERSITY. Failure to observe such regulations may be grounds for removal from LONGWOOD UNIVERSITY.

V. SPONSOR BENEFITS
   A. Soft Drink Sales/Product Distribution Exclusivity:

   LONGWOOD UNIVERSITY will assist the Contractor in increasing product/service sales, gaining local and regional access to demographic groups consistent with target audiences, maximizing marketing benefits and securing category exclusivity through the benefits detailed below. The Contractor will have exclusive right to sell and distribute its soft drink products and other appropriate beverages in LONGWOOD UNIVERSITY facilities.

   B. Other
      1. Image Association
The Contractor will have use of LONGWOOD UNIVERSITY as a corporate symbol, including applications relating to corporate logos, public relations campaigns, advertising campaigns, sales campaigns, etc. (except where expressly prohibited by existing State law or school/venue policy) as approved, in advance by LONGWOOD UNIVERSITY.

Of equal significance, the Contractor’s name and/or logo will be afforded prominent, reinforced identification through its incorporation into appropriate event schedules, brochures, etc., as well as any other collateral and promotional material.

2. Signage

The Contractor will be afforded prominent recognition at all LONGWOOD UNIVERSITY athletic facilities. This includes scoreboards (where available) and temporary signage.

The Contractor will receive exposure at LONGWOOD UNIVERSITY’S dining areas and other appropriate University facilities. Further, the Contractor’s identity would be reinforced by promotional opportunities, public address announcements and advertisements on electronic message center(s).

3. Radio

The Contractor will be identified as the Exclusive Soft Drink Sponsor during each men’s basketball game broadcasts on WFLO FM and WFLO AM. through a minimum of six 30-second spots per game.

4. Collateral’s

LONGWOOD UNIVERSITY is associated with over 50,000 pieces published annually by the University as well as the Athletic Department, including media guides, events schedules, etc. The Contractor will be identified in all of these publications ranging from full-page advertisements to more subtle reinforcements of the position and role as the Exclusive Soft Drink sponsor of LONGWOOD UNIVERSITY as approved, in advance by Longwood University.

5. Existing Mailings

LONGWOOD UNIVERSITY currently distributes almost 130,000 pieces of mail each year through a variety of programs associated with the University. The Contractor will be afforded the opportunity to provide information to be included in all of these mailings and/or would receive name/logo exposure directly on such mailing pieces for promotional and marketing purposes as approved, in advance, by LONGWOOD UNIVERSITY.

6. Internet

The Contractor will receive inclusion in the LONGWOOD UNIVERSITY Internet home page through name and/or logo placement, editorial inclusion and/or an interactive area on the site as approved, in advance, by LONGWOOD UNIVERSITY. The LONGWOOD UNIVERSITY home page receives between 3-5 million visitors monthly.

7. Promotional Activities

The Contractor will be assisted in the creation and execution of mutually-beneficial promotions during athletic events. For example, the Contractor could sponsor the Most Valuable Player Award. The Contractor and a LONGWOOD UNIVERSITY official could present the winner with a special trophy and appropriate corporate merchandise.

8. Product Distribution

The Contractor will have the opportunity to sell, display or distribute free product samples and/or literature of its products at LONGWOOD UNIVERSITY, except where expressly prohibited by existing state law or school/venue policy.
VI. **PROPOSAL PREPARATION & SUBMISSION REQUIREMENTS**

A. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. **One (1) original and (4) copies** of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.

1. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

5. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the **Virginia Freedom of Information Act**. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the **Virginia Freedom of Information Act**; however, the offeror must invoke the protections of § 11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitutes trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

**Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
B. SPECIFIC PROPOSAL INSTRUCTIONS:

“Proposals should be as thorough and detailed as possible so that the (Longwood University) may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:”

1. Return the RFP and all addenda acknowledgments, if any, signed and filled out as required.

2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
   a. Provide a minimum of five (5) current higher educational or governmental accounts which may be contacted. Please include the client’s name, contact person, address, telephone number, and e-mail address (if available) and annual dollar volume per account.
   b. Identify three (3) lost accounts which may be contacted. Please indicate the manner in which these accounts were lost.

3. A written narrative statement to include:
   a. Experience in providing the goods/services described herein.
   b. Names, qualifications and experience of personnel to be assigned to the project.
      (1.) Organizational Chart
      (2.) An overview of the operating structure and geographical locations of firm at the national, regional, and local levels.
      (3.) Staff assigned to the contract. To include:
           (a) Number of staff
           (b) Experience of staff
           (c) Account Manager
           (d) Route Support
           (e) On-Call Repair/Maintenance Support
           (f) Customer support availability
           (g) Other
   c. A statement of your organization’s management philosophy.
   d. Financial data on the organization. Offeror shall include a copy of its most recent financial statement audited by an outside CPA firm.
   e. Describe how well the Offeror is known throughout the region in comparison to similar product lines.

4. Specific plans for providing the service to include:
   a. Narrative description of the services, programs, etc. offered to meet the requirements and objectives stated in the RFP. A detailed and complete assessment of the products and services to be furnished, the ability to meet the RFP requirements, include any options or alternative approaches.
   b. Describe Offeror’s capacity and flexibility to provide assistance in short and long range planning for new facilities, concepts, and services.
c. Describe proposed equipment to include beverage vending equipment and debit-card compatibility. Please include photographs, diagrams and/or other visual representations of proposed equipment, etc.

5. Specific plans for providing the proposed goods/services including:
   a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
   b. What, when and how the service will be performed.
   c. Time frame for completion (if not otherwise specified by the agency in the statement of needs).
   d. Describe the methods used to measure the level of customer satisfaction and methods used to respond to suggestions or complaints.
   e. Describe accounting, sales reporting, route collection, security, housekeeping, maintenance and all other appropriate services to be furnished by the Offeror.
   f. Ability to commence the contract within the desired timeframe.

6. Proposed Price. Indicate in the pricing schedule, Section XIII of the RFP, if provided.
   a. Soft Drinks, Related Products and Equipment
   b. Vending
   c. Sponsorship Commitments

Offerors should submit proposals with their most competitive pricing possible. Proposals must offer either a fixed price for products and services throughout the period of the contract and describe a method of keeping price increases to a minimum.

Participation by the Offeror as a corporate sponsor of the University athletic and non-athletic programs is a key component of the procurement process. The Offeror should express, in exact dollar figures, the amount of sponsor support it would be willing to spend with the University on an annual basis over the length of the contract.

7. Any other information which the Offeror feels LONGWOOD UNIVERSITY should consider in evaluating the proposal.
VII. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: “Proposals shall be evaluated by the (Longwood University) using the following criteria.” Proposals will be evaluated by the Issuing Agency using the following criteria. The criteria are not necessarily given below in priority order.

<table>
<thead>
<tr>
<th>POINT VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Completeness of Proposal</td>
</tr>
<tr>
<td>2. Capability and Skill</td>
</tr>
<tr>
<td>3. Approach to Providing the Service</td>
</tr>
<tr>
<td>4. Pricing Structure / Sponsorship Support</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
</tr>
</tbody>
</table>

B. AWARD OF CONTRACT

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

VIII. REPORTING AND DELIVERY REQUIREMENTS

A. Management Reports

The Contractor shall provide, on a monthly basis, unit sales reports by sales site, i.e. vending location, athletic events, cash operation, board units, etc. Such reports shall be due by the 10th of the following month. Debit card sales must be reported weekly.

B. Commissions to LONGWOOD UNIVERSITY

Commission checks must be received monthly, due by the 10th of the following month.

C. Utilization of Small Businesses and Businesses Owned by Women and Minorities. The Contractor will submit, at the completion of the contract period and prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:
**Business Class:**

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Address</th>
<th>Phone Number</th>
<th>Type of Goods or Services</th>
<th>Actual Dollars</th>
<th>Planned Dollars</th>
<th>% of Total Contract</th>
</tr>
</thead>
</table>

**TOTALS FOR BUSINESS CLASS:**

<table>
<thead>
<tr>
<th>Small Business $</th>
<th>Women-Owned Business $</th>
<th>Minority-Owned Business $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**IX. COMMUNICATIONS:**

**Informal Communications:** From the date of receipt of this Request for Proposal by each offeror until a binding contractual agreement exists with the selected offeror(s) and all other offerors have been notified, or when the institution rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to: (1) requests from offerors to any departments at the institution (with the exception of the designated institution Materiel Management Office) for information, comments, speculation, etc., regarding the RFP, responses or process; and (2) requests from any departments of the institution (with the exception of the designated institution Materiel Management authority) for information, comments, speculation, etc., regarding the RFP, responses or process.

**Formal Communications:**

Nature of Communication: From the date of receipt of this Request for Proposal by each offeror until a binding contractual agreement exists with the selected offeror or when Longwood University rejects all proposals, all communications between the institution and the offeror will be formal or as requested by the institution’s Materiel Management Office. Address all inquiries to Nancy Bell at (804) 395-2440.

Adherence to Provisions: Any failure to adhere to the provisions set forth above may result in the rejection of any offeror’s proposal or in the cancellation of this Request for Proposals.

Revisions/Additions to RFP: Revisions or additions to this Request for Proposal shall be at the sole discretion of Longwood University. In the event it becomes necessary to revise any part of this Request for Proposal, revisions will be mailed by the Materiel Management Office to all offerors to whom the initial Request for Proposal was mailed or by whom the initial Request for Proposal was requested.
X. Commonwealth of Virginia’s General Terms and Conditions

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1 E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **Mandatory Use of State Form and Terms and Conditions for IFBs and RFPs**

1. **(For Invitation For Bids)** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. **(For Request For Proposals:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, whether to reject such a proposal.

I. **Clarification of Terms:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **Payment:**

1. **To Prime Contractor:**
   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
   e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination
of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:
   a. A contractor awarded a contract under this solicitation is hereby obligated:
      (1) To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
      (2) To notify the agency and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.
   b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder’s/offeror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities. The Commonwsh further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
   1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
   2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things
such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency’s right to audit the contractor’s records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the

Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the
lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia.* The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGE AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits.

2. Employers Liability - $100,000.

3. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner’s and Contractor’s Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

   *(Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the foregoing sentence should be changed to read: These coverages are to include Products, Completed Operations Coverage and Garagekeeper’s Liability.)*

4. Automobile Liability - $500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)

**NOTE:** In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<table>
<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Health Care Practitioner (to include Dentists, Optometrists, Nurses, Pharmacists, Doctors, etc.)</td>
<td>$1,600,000 per occurrence, $3,000,000 aggregate (Increased limit effective August 1, 1999)</td>
</tr>
<tr>
<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Landscape/Architecture</td>
<td>$ 500,000 per occurrence, $1,000,000 aggregate</td>
</tr>
<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Surveying</td>
<td>$ 100,000 per occurrence, $ 300,000 aggregate</td>
</tr>
</tbody>
</table>

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on Bristow Building Posting Board for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
(iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.
XI. SPECIAL TERMS AND CONDITIONS

A. ADDITIONAL INFORMATION: The Commonwealth reserves the right to ask any Offeror to submit information missing from its offer, to clarify its proposal, and to submit additional information which the Commonwealth deems desirable.

B. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Longwood University will be used in product literature or advertising without the express written consent of Longwood University. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or used its products or services.

C. AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

D. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Longwood University shall be bound hereunder only to the extend of the funds available or which may hereafter become available for the purpose of this agreement.

E. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special label is not furnished, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

<table>
<thead>
<tr>
<th>From:</th>
<th>Due Date:</th>
<th>Time:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Bidder/Offeror</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street or Box Number</td>
<td>214-03-Drinks</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>IFB No./RFP. No.</td>
<td></td>
</tr>
<tr>
<td>Name of Contract/Purchase Officer or Buyer: James E. Simpson</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The envelope should be addressed as directed on the label or Page 1 of the solicitation.

G. LATE PROPOSALS: To be considered for selection, proposal must be received by Longwood University’s purchasing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic date stamp machine in Longwood University’s Materiel
Management office. Proposals received in the Materiel Management Office after the date and hour
designated are automatically disqualified and will not be considered. Longwood University is not
responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the
intercampus mail system. It is the sole responsibility of the Offeror to ensure that its proposal
reaches the purchasing office by the designated date and hour. Proposal receipt and openings or the
receipt of proposals scheduled during a period of suspended state business operations will be rescheduled
for processing at the same time on the next regular business day.

H. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for 120
days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the
proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is
canceled.

I. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely
supervising and directing the work under this contract and all subcontractors that he may utilize, using his
best skill and attention. Subcontractors who perform work under this contract shall be responsible to the
prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his
subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

J. RENEWAL OF CONTRACT: This contract may be renewed by the University for five (5) one (1) year
successive periods under the terms and conditions of the original contract. Price increases may be
negotiated only at the time of renewal. Written notice of the University’s intent to renew shall be given
approximately ninety (90) days prior to the expiration of each contract period.

K. PRICE INCREASES: Any proposed price changes must be presented in writing with justification to the
University for review and consideration for approval. Requests for price increases during the contract
period with SOLELY be considered based on documented changes in the Contractor’s published schedule
of wholesale prices and documented changes of more than five percent (5%) in the Producer’s Price Index.
Approved increases which meet this criteria will become effective not less than thirty (30) days after proper
University notification. Decreases will be effective not more than ten (10) days after notification.

L. WORKSITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from
the performance of this contract shall be repaired to the Commonwealth’s satisfaction at the Contractor’s
expense.

M. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of
Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature,
whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any
kind or nature furnished by the Contractor to include any services, provided that such liability is not
attributable to the sole negligence of the Commonwealth of Virginia or to failure of the using agency to use
the materials, goods, equipment, and services delivered.

XII. INVOICING REQUIREMENTS

Contract pricing shall appear on each invoice. The Contractor shall be responsible for assuring that all the University
entities receive proper and consistent pricing. The method of invoicing is subject to approval by the University prior
to the award of the contract. The chosen method of invoicing shall be uniformly applied to all the University
invoices.
### XIII. PRICING SCHEDULE

#### A. POURING/PRODUCT

<table>
<thead>
<tr>
<th>Product Details</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post-Mix, Bag-in-Box</td>
<td>$_________</td>
</tr>
<tr>
<td>Size:____________</td>
<td></td>
</tr>
<tr>
<td>16oz Cup, Generic</td>
<td>$_________</td>
</tr>
<tr>
<td>16oz Cup, University</td>
<td>$_________</td>
</tr>
<tr>
<td>24oz Cup, Generic</td>
<td>$_________</td>
</tr>
<tr>
<td>24oz Cup, University</td>
<td>$_________</td>
</tr>
<tr>
<td>32oz Cup, Generic</td>
<td>$_________</td>
</tr>
<tr>
<td>32oz Cup, University</td>
<td>$_________</td>
</tr>
<tr>
<td>1 6oz Lid</td>
<td>$_________</td>
</tr>
<tr>
<td>24oz Lid</td>
<td>$_________</td>
</tr>
<tr>
<td>CO2 (please attach pricing for applicable sizes)</td>
<td>$_________</td>
</tr>
</tbody>
</table>

#### B. BEVERAGE PRODUCT VENDING

| Guaranteed Commission         | $_________ |

#### C. SPONSORSHIP COMMITMENT

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$_________</td>
</tr>
<tr>
<td>2</td>
<td>$_________</td>
</tr>
<tr>
<td>3</td>
<td>$_________</td>
</tr>
<tr>
<td>4</td>
<td>$_________</td>
</tr>
<tr>
<td>5</td>
<td>$_________</td>
</tr>
<tr>
<td>6</td>
<td>$_________</td>
</tr>
<tr>
<td>7</td>
<td>$_________</td>
</tr>
<tr>
<td>8</td>
<td>$_________</td>
</tr>
<tr>
<td>9</td>
<td>$_________</td>
</tr>
<tr>
<td>10</td>
<td>$_________</td>
</tr>
</tbody>
</table>
XIV. QUESTION FORM

Project: Vending Services (Drinks)
Longwood University
Farmville, Virginia 23909

Attn: Jane Crawley, CPPB, VCO
Buyer Senior
217 Bristow Building
Longwood University
Ph. (434) 395-2094 Fax (434) 395-2246

The following questions are against RFP #214-03-Drinks

Section, Page, Line(s)  Question

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

____________________________________

All questions must be received by May 13, 2003 All responses to questions will be made by an Addendum.

Question(s) submitted by:  Name Company
Phone#________________________ Fax#__________________________
XV.  **INSTRUCTIONS TO OFFERORS:**

In order to validate a proposal, the following Sections of this Request for Proposal must be completed by the offeror and returned to Longwood University.

A. The complete number of copies of the Request For Proposals requested, completed and signed.

B. Offeror Data Sheet must be completed.

C. If there are any questions or clarifications of any aspect of this RFP, please fax the request to Materiel Management Office, fax number 434-395-2246 on the form attached. **Phone calls will not be accepted.**

Proposals shall be clearly marked on the outside of the packaging using the label provided or according to the instructions in the Special Terms and Conditions, #7.
ATTACHMENT A

CURRENT BEVERAGE MACHINE LOCATIONS & PRODUCT SELECTIONS

NOTE: Our present contract is with Pepsico and we vend all Pepsi products, juices, and water.***
The present vend price is $.50 for 12 oz. Cans, $.75 for juice, $.50 for 12 oz. Can tea, $.85 for 20 oz bottles, water and All Sport,

<table>
<thead>
<tr>
<th>Location</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Arc Dorm</td>
<td>1 Soda machine, one Juice Machine</td>
</tr>
<tr>
<td>2. Bristow Building</td>
<td>2 Soda machines</td>
</tr>
<tr>
<td>(Facilities Management)</td>
<td></td>
</tr>
<tr>
<td>3. Lancaster Building</td>
<td>3 Soda machines, 12 &amp; 20 oz.</td>
</tr>
<tr>
<td>(Administration)</td>
<td></td>
</tr>
<tr>
<td>(Three floors)</td>
<td></td>
</tr>
<tr>
<td>4. Lankford Building</td>
<td>2 Soda machines</td>
</tr>
<tr>
<td>(Student Union)</td>
<td></td>
</tr>
<tr>
<td>(Two floors)</td>
<td></td>
</tr>
<tr>
<td>5. Bedford Building</td>
<td>1 Soda machine</td>
</tr>
<tr>
<td>(Art Department)</td>
<td></td>
</tr>
<tr>
<td>6. Stevens, Science</td>
<td>1 Soda machine</td>
</tr>
<tr>
<td>Building (Classrooms)</td>
<td></td>
</tr>
<tr>
<td>7. Jeffers Auditorium</td>
<td>1 Soda machine</td>
</tr>
<tr>
<td>(Classrooms)</td>
<td></td>
</tr>
<tr>
<td>8. Curry Dorm</td>
<td>3 Soda machines, 1 juice machine, 12 &amp; 20 oz.</td>
</tr>
<tr>
<td>9. Stubbs Dorm</td>
<td>1 Soda machine, 1 juice machine</td>
</tr>
<tr>
<td>10. Cox Dorm</td>
<td>2 Soda machines, 1 juice machine</td>
</tr>
<tr>
<td>11. Wheeler Dorm</td>
<td>2 Soda machines, 1 juice machine</td>
</tr>
<tr>
<td>12. Jarman Auditorium</td>
<td>Soda machines</td>
</tr>
<tr>
<td>(Two floors)</td>
<td></td>
</tr>
<tr>
<td>13. Frazer Dorm</td>
<td>4 Soda machines</td>
</tr>
<tr>
<td>14. West Ruffner</td>
<td></td>
</tr>
<tr>
<td>15. Coyner Building</td>
<td>1 Soda machine</td>
</tr>
<tr>
<td>(Computer labs)</td>
<td></td>
</tr>
<tr>
<td>16. Tabb Laundry</td>
<td>1 Soda machine</td>
</tr>
<tr>
<td>17. Hull Building</td>
<td>1 Soda machine</td>
</tr>
<tr>
<td>(Classrooms)</td>
<td></td>
</tr>
<tr>
<td>18. Wynne Building</td>
<td>2 Soda machines</td>
</tr>
<tr>
<td>(Classrooms &amp; offices)</td>
<td></td>
</tr>
<tr>
<td>19. Wygal Building</td>
<td>1 Soda machine</td>
</tr>
<tr>
<td>(Music Department)</td>
<td></td>
</tr>
<tr>
<td>20. Cunningham Dorms</td>
<td>5 Soda Machines</td>
</tr>
<tr>
<td>21. Campus Police</td>
<td>1 Soda machine</td>
</tr>
<tr>
<td>22. French Dorm</td>
<td>1 Soda machine</td>
</tr>
<tr>
<td>23. Lancer Gym</td>
<td>1 Soda machine, juice, water</td>
</tr>
<tr>
<td>24. Main Floor Laundry</td>
<td>1 Soda machine</td>
</tr>
<tr>
<td>25. South Tabb Laundry</td>
<td>1 Soda machine</td>
</tr>
<tr>
<td>26. Cox Study Area</td>
<td>1 Soda Machine</td>
</tr>
<tr>
<td>27. South Ruffner Laundry Room</td>
<td>1 Soda Machine</td>
</tr>
<tr>
<td>28. Colonnades</td>
<td>4 Soda Machines</td>
</tr>
<tr>
<td>29. Blackwell Construction</td>
<td>1 Soda Machine</td>
</tr>
</tbody>
</table>

* Pepsi, Diet Pepsi, Mountain Dew, Wild Cherry, Dr. Pepper, Schwepps Ginger Ale, Mug Rootbeer, Diet Dr. Pepper, Slice Grape, Slice Orange, Lipton Brisk Tea
ATTACHMENT B
CONFLICT OF INTEREST STATEMENT

NOTICE TO BIDDER/OFFEROR: ENSURE THAT THE SOLICITATION IS THOROUGHLY READ AND COMPLETED. COMPLETE, SIGN, AND RETURN THE INFORMATION REQUESTED BELOW WITH YOUR BID/PROPOSAL. FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR BID/PROPOSAL NON-RESPONSIVE.

NAME:_______________________________________________________________
ADDRESS:____________________________________________________________
CITY/STATE__________________________________________________________
TELEPHONE NUMBER__________________________________________________
FAX NUMBER__________________________________________________________
FEDERAL IDENTIFICATION NUMBER (FIN)________________________________

The above firm is a: (Check as applicable)

□ Small Business  □ Individual Business
□ Woman-Owned Business  □ Sole Proprietorship
□ Minority-Owned Business  □ Partnership
□ Sheltered Workshop  □ Corporation

Relationship with the Commonwealth of Virginia.

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, Section 2.1-639.1 - 639.24?

□ Yes  □ No

If yes, please explain:
_____________________________________________________________________________________________
_____________________________________________________________________________________________

Bidder/Offeror Signature     Date
OFFEROR DATA SHEET

TO BE COMPLETED BY VENDOR:

1. QUALIFICATION OF OFFERORS: The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service:

   ___________ Years

3. REFERENCES: Indicate below a listing of at least five (5) current higher educational or governmental accounts which may be contacted for whom you have provided this type of service. Include the date service was furnished and the name, address and telephone number of the person the Agency has your permission to contact.

<table>
<thead>
<tr>
<th>Client's Name</th>
<th>Contact Person</th>
<th>Address</th>
<th>Telephone Number</th>
<th>E-Mail Address</th>
<th>Annual Dollar Volume Per Account</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>