

NC STATE UNIVERSITY

Raleigh, North Carolina Request for Proposals (RFP)

#63-KGS1070865 - Beverage Products & Services for Pouring Rights

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NC STATE UNIVERSITY

REQUEST FOR PROPOSALS (RFP)

RFP # 63-KGS1070865

TITLE: Beverage Products & Services for Pouring Rights

USING DEPARTMENT: Campus Enterprises - NC State Dining

ISSUE DATE: February 20, 2025

DUE DATE: **2:00 p.m., Tuesday, March 25, 2025**

ISSUING AGENCY: NC State University
Procurement Services Department
Campus Box 7212
Raleigh, NC 27695

Proposals subject to the conditions made a part hereof will be accepted until **2:00 p.m., Tuesday, March 25, 2025** for furnishing services described herein.

Proposals must be submitted electronically at:

<https://ncsu.bonfirehub.com/opportunities/174171>

Upload scanned pages from this RFP document included with your proposal response where indicated on the Bonfire website.

Direct all inquiries (via email) concerning this RFP to:

Kristen Shelton, CPPB
NC State University
Procurement Services Department
Email: kgshelto@ncsu.edu

NOTE: Questions concerning the RFP requirements must be submitted in writing via email to kgshelto@ncsu.edu, **Subject Line: RFP #63-KGS1070865 - Questions**, no later than **5:00 p.m on Thursday, March 6, 2025**. Questions will be answered in the form of an addendum to this RFP. No other contact with university representatives regarding this RFP is allowed during the proposal process. Attempts to obtain information directly from university personnel, or by any other means, may subject your proposal response to rejection.

Please use the following template to submit your questions:

Reference	Supplier Question
RFP Section, Page Number	Supplier question ...?
	Insert rows as needed

1. INTRODUCTION: PURPOSE AND BACKGROUND

NC State University (hereafter referred to as NC State) is a public, land-grant University based in Raleigh, North Carolina. Since 1887, NC State has strived to offer world-class teaching and research. Today, NC State is ranked in the top 1% of universities on the planet.

As a land-grant institution, NC State has a duty to open the doors of education for everyone. A Research 1 university, recognized worldwide for big ideas and bigger impact. NC State is a public university that believes in community, equity, sharing what we learn and serving the greater good.

NC State excels in science, technology, engineering and math, and is also at the forefront of teaching and research in agriculture, business, design, education, humanities and social sciences, natural resources, textiles, and veterinary medicine.

NC State is a comprehensive research university, consisting of 12 colleges and 68 departments. NC State is a vibrant hub for discovery, innovation and partnership. Our award-winning Centennial Campus is one of the premier public-private research parks in North America. And NC State is one of just a handful of universities ranked in the top 15 for both undergraduate and graduate entrepreneurship by the Princeton Review and Entrepreneur magazine – making us the No. 4 entrepreneurship program in the Southeast.

Additional highlights of NC State include:

- 38,400+ students, 2,400+ faculty and 7,100+ staff. NC State has a current student enrollment of approximately 38,464 and faculty/staff population of more than 10,000 with enrollment expected to reach 42-43,000 by 2030.
- Largest university in the State of North Carolina
- 82% of undergraduates are from the state of North Carolina
- #2 Best Public College in North Carolina (Money Magazine)
- #9 best value among public universities nationally (Princeton Review)
- NC State named the Best Large Employer in North Carolina in 2022 by Forbes Magazine
- R1 Carnegie Classification of Institutions of Higher Education
- Designated “highly selective” institution (The College Board)
- Average SAT Score = 1355
- Average HS GPA (weighted) = 4.31
- 11 colleges representing all major academic fields.
- Offering more than 100 undergraduate, 100 masters, 60 doctoral and a Doctor of Veterinary Medicine program.
- Think and Do Campaign - NC State raised over \$2.1 billion dollars during the largest fundraising effort in the university's history, making it one of 20 public universities in the United States, and one of only four without a medical school, that have closed fundraising campaigns of \$2 billion or more.
- Has a university endowment of \$2.03 billion as of June, 2023, among the top 90 largest higher-education endowments in the country.
- More than 128,000 donors through the course of the campaign
- 5-year campaign - October 2016 to October 2021
- NC State partners with industry leaders such as SAS, Cisco, IBM, GlaxoSmithKline and Lenovo.
- #3 in the nation for the share of our research sponsored by private industry.
- One of only two universities in the nation leading two National Science Foundations' Engineering Research Centers.
- The first North American location for an IBM Quantum Hub
- NC State has more than 270,000 living alumni, approximately 160,000 live in North Carolina

On behalf of NC State, Campus Enterprises (hereafter referred to as Campus Enterprises or NC State Dining) seeks proposals from qualified suppliers to provide beverage products and associated service equipment, vending, supplies, merchandising, marketing and other related items to NC State. The awarded supplier (hereafter referred to as Supplier or awarded supplier) will partner with the university and will exclusively supply certain categories of beverages, and may offer other products in a non-exclusive capacity in select campus locations.

Any resulting contract covers all areas of Campus Enterprises, including dining halls, cafes, convenience stores, restaurants, food courts, academic buildings, Rave! Catering and other public areas. The contract also includes supplier beverage exclusivity in association with the Athletics department (hereafter referred to as NC State Athletics or Athletics) including concessions which are operated under a third party agreement. The contract does not include Athletics or university events held at the Lenovo Center (Men's Basketball). The contract does not include the Park Alumni Center, University Club, or other locations not operated and/or approved by Campus Enterprises. Supplier shall not extend the pricing or benefits of this contract to other NC State University departments without the express consent of Campus Enterprises.

This RFP requires product and services in four areas: fountain service, vending, convenience products (bottles, cans and other containers), and marketing support. This RFP is an aggregate bid and award that will be made on an overall basis as may be deemed to be in the university's best interest.

Only one award will be made. There will be no split award. No competitor's product will be sold through the awarded supplier's equipment.

Campus Enterprises - NC State Dining

NC State Dining is the largest university dining program in North Carolina and is among the largest such dining programs in the country. Serving over 5.1 million meals in fiscal year 2024 (hereafter referred to as FY2024), July 1, 2023 through June 30, 2024, meal plan enrollment over the term of this agreement has grown from 8,585 students in 2013 to 12,700 students in 2024, an increase of 48% over the contract term. The program's 43 locations are anchored by five traditional all-you-care-to-eat dining venues and a mix of retail restaurants, cafes, convenience markets and food courts as well as Athletic training table meals. NC State Dining's catering operation "Rave! Catering" supports approximately 4,000 catered events annually and some 175 beverage vending machines also serve the campus. In addition to NC State Dining, Campus Enterprises departments include Student Centers, Wolfpack Outfitters, Wolf Xpress printing, Lonnie Poole Golf Course and the Wolfpack One Card office. Talley Student Union is the university's busiest building with approximately 20,000 visitors each weekday. Lonnie Poole Golf Course hosts over 40,000 rounds of golf annually and is rated one of the top club fitters in the nation.

While the above growth is a source of pride for Campus Enterprises, the projected campus enrollment growth from 38,000 today to as many as 43,000 students by early 2030 also solidifies that our services will continue in a strong positive direction over the duration of the contract term. During the term of this agreement, it is anticipated that NC State Dining will build a new flagship dining facility increasing capacity from 850 to 1,500 seats. A cafe +market retail concept will also support this enrollment growth and related residential capacity through this new dining hall. NC State Dining's dedication to providing fresh, healthy and unique dining options to the campus community is nationally recognized. Dining is consistently ranked among the top 20 Power Players in College Dining nationally by Food Management Magazine. Dining and all departments within

Campus Enterprises are self operated by the university. Campus Enterprises maintains a marketing department of six (6) staff members that actively promote and support the division's businesses.

2. CONTRACT PERIOD

The term of any resulting contract shall be effective 08/01/2025 for a period of five years (through 07/31/2030). In addition, the NC State reserves the right to renew for an additional five year extension period (through 07/31/2035). The total contract period shall not exceed 10 years or extend beyond 07/31/2035.

3. SCOPE OF WORK

3.1.1 The awarded supplier shall provide soft drink products and related items for use in NC State Dining locations and for Athletics concessions (third party operated) and Athletics' sideline program. Scope of work includes fountain beverage services, bottle and can beverages, beverage vending, marketing support and other collaboration opportunities as well as continual program enhancement, merchandising and market development in all lines of business under this agreement.

The RFP specifically excludes fresh brewed coffee, brewed tea, fresh fruit smoothies, milkshakes, milk, and specialty beverages mandated by branded concepts operated on campus under NC State Dining. Additionally, NC State reserves the right to market and sell beverage products produced by or on behalf of the university.

3.1.2 Work Locations: The awarded supplier shall furnish/deliver beverage products and related items to the NC State campus locations listed in KGS1070865_Attachment A (Beverage Contract Spreadsheet).

Traditional Dining Halls (all-you-care-to-eat):

- Fountain Dining Hall
- Case Dining Hall
- Clark Dining Hall
- University Towers
- One Earth (Talley Student Union)

Team nutrition locations:

- Murphy Center
- Reynolds Coliseum
- Weisiger Brown building

Markets (Convenience Stores):

- Bragaw Market
- Talley Market
- Wolf Village
- Wolf Ridge

Food Courts and other retail:

- Talley Pavilions
- Atrium Food Court
- On the Oval - Centennial Campus
- Wolve's Den Cafe - College of Veterinary Medicine

Terrace Restaurant & Snack Shop -
Lonnie Poole Golf Course

Cafe + Markets:

- Port City Java - Park Shops
- Port City Java - EB II
- The Exchange - Poole College of Management
- Creature Comforts Cafe-Terry
- Animal Hospital
- Port City Java - Talley Student Union
- Starbucks - Talley Student Union
- Hill of Beans Cafe - DH Hill Library
- Common Grounds - Hunt Library
- Elements Cafe - Jordan Library
- Social Fabric - Wilson College of Textiles

Athletics Concessions (3rd Party operated):

- Carter-Finley Stadium
- Towne Bank Center
- Reynolds Coliseum
- Doak Field
- Derr Track and Soccer Field
- Dail Softball Stadium

3.1.3 Proposals will only be considered from reputable firms organized primarily for the purpose of supporting fountain, can, bottle, and vending service of beverages on the premises of a second party. A record of successful operation for a period of no less than five (5) years is required.

3.1.4 The Associate Vice Chancellor for Campus Enterprises or their designee is the university's representative for the administration of the contract. Operational liaisons for NC State Dining, Athletics and University Communications and Marketing will be identified with the contract award.

3.1.5 Campus Enterprises on behalf of the university may require changes in the scope of the services provided by the supplier. Such mutually agreed upon changes shall be incorporated by written amendment(s) to the contract.

3.1.6 The supplier shall be responsible for all taxes - Federal, State, and local - and all license fees, or any other necessary expenses required for performance of any resulting contract.

3.1.7 NC State will furnish space, water and electricity necessary for the operation of supplier provided equipment.

3.1.8 All beverage equipment and related supplies and materials furnished and placed on university property to service this contract will remain the property of the supplier.

3.1.9 The Supplier shall be responsible for any property damage that occurs during the installation, removal or servicing of any Supplier provided equipment. At its sole discretion, the university will determine the method of repair for any damage caused by the Supplier's activities. The Supplier will reimburse the university at NC State University, Facilities Division rates if repairs are provided directly by the university.

3.1.10 The Supplier is responsible for the proper custody and care of any State owned property furnished for use in connection with the performance of any resulting contract and will reimburse the State for its loss or damage.

3.1.11 The Supplier will install all necessary equipment and related components, make final connections and provide scheduled line flushing, calibration and other routine maintenance. The Supplier must maintain all equipment in excellent working condition as per manufacturer's specifications and ensure clean sanitary operating conditions in compliance with applicable local, County, State, and Federal regulations.

3.1.12 Supplier agrees to make all their beverage products sold on a wholesale basis available to NC State for purchase. All drink products, cartons, and containers must meet the standards of quality and sanitation of Federal, State and local Departments of Health and Agriculture as well as other applicable regulating agencies. All products must be Grade "A". In no case shall quality standards fall below minimum standards sold commercially.

3.1.13 All products purchased by NC State from Supplier over the life of the contract shall be equally discounted from wholesale pricing within their product category to those products and discounts offered in the Supplier's proposal. This shall include any and all new products or new product categories offered for sale by the Supplier in the future. Quantities and sales volumes listed in this document are based on historical data, but are not guaranteed amounts to be purchased or sold.

3.1.14 Supplier will use its expertise to regularly recommend ways to upgrade services and maximize sales.

3.1.15 Supplier shall meet with NC State staff liaisons regularly and as often as is necessary to resolve any service concerns or develop enhanced service and marketing opportunities.

3.1.16 Supplier shall furnish all necessary coolers, fountain units, vending machines, and other such equipment at no charge to NC State. The Supplier shall furnish/deliver applicable loaner equipment in the case of a major breakdown, at no charge to NC State, as noted in the work location. The Supplier shall furnish equipment and advertising material to properly merchandise products.

3.1.17 The Supplier must provide complete maintenance and repair of Supplier-owned equipment at no charge to NC State Dining for parts and labor. Repairs are to be made within twenty-four (24) hours of notification.

3.1.18 Delivery Schedule: The delivery day(s) will be mutually agreed upon between NC State Dining and the Supplier. NC State Dining reserves the right to increase or decrease frequencies of delivery as demand warrants.

3.1.19 Proof of Delivery and Invoicing: All sales slips must be signed by the delivery person and receiving agent at delivery. Invoices must be submitted to the NC State Dining locations in accordance with instruction from NC State Dining.

- Sales/packing slips & receiving documentation must be signed by the delivery agent and NCSU receiving agent.
- Delivery discrepancies must be noted on the receiving documentation at time of delivery.
- Invoices shall be submitted within two business days of each delivery and must reference a detailed breakdown of products sold, corresponding unit costs, and item identification numbers.
- Invoices must match receiving documentation exactly. Any discrepancies must be noted on receiving documentation at time of delivery and a corresponding credit memo must be issued within two business days.
- Credit memos must reference corresponding invoice and receiving documents.
- Payment terms for NC State are Net 30, meaning full payment is due within 30 days from receipt of an accurate invoice as outlined below in our terms and conditions, item #26.
- Supplier agrees to use PaymentWorks or other NC State Supplier management system to manage Supplier record, banking information and payment method.
- Payments issued to Supplier shall be acknowledged and applied to open receivables within five business days of receipt to ensure timely and accurate records.

3.1.20 Installation of equipment and first delivery of product will be coordinated with Supplier to provide services no later than August 1, 2025.

3.1.21 Effort has been made to designate items according to standard sizes, weights and packaging. If the supplier proposes any item(s) at variance with description given herein, the proposal response must clearly point out such difference(s).

3.2 FOUNTAIN SERVICE

3.2.1 Campus Enterprises will grant exclusive pouring rights for fountain beverages to the Supplier for all NC State Dining campus food service locations serving fountain beverages for the term of the contract.

3.2.2 Fountain beverages, when served in disposable cups, will be served in cups approved by and purchased from the Supplier.

3.2.3 Supplier will provide, install and maintain dispensing equipment approved by NC State Dining. At no cost to NC State, Supplier shall provide a complete turnkey fountain system solution that includes dispensing equipment, beverage lines, compressors, bag in the box "BIB" racks and any other components necessary to properly and consistently serve their fountain beverage products. See also 3.2.6

3.2.4 Both parties shall agree upon the appearance of fountain equipment. Proposal response must specify type(s) of machines to be furnished by Supplier.

3.2.5 Current location of soda fountain dispensers are listed in KGS1070865_Attachment A. Supplier shall install additional equipment as required by NC State Dining at no cost.

3.2.6 Supplier will supply and install all necessary syrup lines and other technical materials and equipment necessary for the operation of dispensing equipment in a manner approved by NC State Dining. Equipment will be complementary to the decor of locations and will not interfere with other utilities or functions of the facility. Supplier shall coordinate and have approval of NC State Dining for placement.

3.2.7 Supplier shall supply point of sale merchandising and display equipment (such as menu boards) at no charge as required by NC State Dining.

3.2.8 Supplier shall supply each location with quality control kits upon request.

3.2.9 Supplier shall service all locations at intervals necessary to keep each dispensing location supplied with syrup and CO² gas. Volumes vary at each location. CO² gas shall be provided at no additional cost whether in tank canister or bulk central tank system form depending on location

3.2.10 Supplier shall provide repair/maintenance service to the equipment within twenty-four (24) hours of notification.

3.2.11 Supplier and NC State Dining representative(s) will annually review each location for possible update of equipment.

3.2.12 NC State Dining will purchase cups and lids from the Supplier, with the exception of reusable or stadium cups. Supplier will stock cups and lids and provide delivery to each location. Supplier will provide a sufficient supply of cups and lids at each location at all times.

3.2.13 NC State Dining shall provide employees to operate equipment at various locations. Supplier shall provide training to NC State's personnel for fountain equipment and related service components including CO² tanks, Bag in Box syrup changes and other maintenance and general troubleshooting procedures.

3.2.14 Supplier shall provide security key for shutting off each dispenser after hours as required.

3.2.15 Supplier shall invoice deliveries in accordance with university and Campus Enterprises accounting policy. NC State Dining staff will sign for and verify deliveries to its locations. Delivery tickets shall accompany products as delivered at each location. Monthly invoices shall be sent directly to the Account Payable Clerk for Campus Enterprises.

3.2.16 Supplier shall provide a list of all products available and individual prices. Supplier and NC State Dining will mutually determine flavors to be dispensed at each location.

Fountain Beverage Associated - SYRUP, CUPS AND LIDS - Approximate Annual Usage

Supplier is responsible to maintain and provide a sufficient inventory of disposable beverage container supplies at all times or provide an equivalent substitute product at no additional cost. A complete listing of fountain service products and case volumes is included in KGS1070865_Attachment A. All cups, sip lids must be compostable.

Total Bag-in-Box Syrup:		18,052 gallons (5,400CS/YR)	
	Product	Volume	
700220	CUPCoke ECO 22oz	430	Cases
6609937	LID 10-24oz Compost	655	Cases
144893	CUP 16 OZ POLY	46	Cases

3.3 VENDING SERVICE

3.3.1 Vending of soft drink and related beverages as defined in this contract is exclusive to the awarded supplier at campus locations managed by NC State Dining. See KGS1070865_Attachment A for a complete list of vending machine locations that are managed by NC State Dining.

3.3.2 Vending machines shall be furnished by the Supplier throughout the contract life at the defined locations on KGS1070865_Attachment A regardless of sales volume and at additional locations such as new buildings that NC State Dining deems appropriate. The specific type of machine(s) must be approved by NC State Dining prior to installation. Vending equipment must be of the most recent generation of vending merchandising (glass front highly preferred), energy efficient and technology offered by the supplier and generally, attractive, sanitary, safe, and reliable vending equipment legally approved for its purpose.

3.3.3 Location of vending machines must be approved by NC State Dining. Removal of a machine from an approved location must have prior written approval. Machines shall be removed as needed on the recommendation of NC State Dining. Supplier is encouraged to suggest additional machines or removal, but must have approval prior to installation or removal. Placement of all machines must meet campus guidelines as issued by the North Carolina Department of Insurance. No machines may be placed in corridors, stairwells, or other passages of egress.

3.3.4 Supplier shall furnish dollar bill validators of adequate capacity on all locations as specified by NC State Dining. See 3.3.12 regarding customer reimbursements of lost funds.

3.3.5 Supplier shall keep full service machines stocked so as to provide, under normal conditions, sufficient amounts of beverages of good quality, dispensed in conformity with all applicable Federal, State and local laws.

3.3.6 Supplier shall keep full service machines supplied with high quality, nationally known, brand name merchandise. Appropriate inventory should reflect the needs of the adjacent population.

3.3.7 Supplier shall keep areas in the vicinity of machines clean of spillage and waste associated with its vending operations, including removal of empty boxes and cartons during regular stocking, properly rotated and free of expired product.

3.3.8 Machines placed on university premises will remain property of the Supplier. The contents of full service machines are considered Supplier's property. The North Carolina Department of Insurance does not provide insurance coverage to non-University property at NC State University. NC State Dining shall not be responsible for loss or damage to machines or equipment from burglary, vandalism, fire, or other causes.

3.3.9 Supplier employees shall be suitable by training, appearance and habits for working on NC State premises. Supplier's employees are to be clearly identified by appropriate uniform or other markings on their person that would identify them as Supplier employees.

3.3.10 Supplier shall have a representative on call twenty-four (24) hours a day to handle service calls. Machines shall be serviced within twenty-four (24) hours of notification. A process will be developed between the awarded Supplier and NC State Dining to handle service calls. All machines must display instructions for reporting malfunctions, including an appropriate telephone number for service requests and an email address (vendingreport@ncsu.edu). Supplier must establish an email address that will be adequately monitored for web based processing of vending malfunction reports generated from the NC State Dining website. Establish a cash bank for refunds at designated Markets on campus.

3.3.11 Supplier shall establish a recurring inspection and preventative maintenance program to insure machines remain in sound operating condition. Throughout the life of any resulting contract, the Supplier will make periodic inspection visits with a NC State Dining representative to evaluate machines for replacement, etc. Supplier will thoroughly clean the vending machines as often as necessary to ensure they are sanitary and attractive at all times.

3.3.12 NC State is generally a cashless campus. As such should the Supplier choose to accept cash in its vending machines, NC State will not provide customer support for the reimbursement of customer lost cash claims. The Supplier will make reasonable arrangements for handling customer refunds due to empty, jammed, or otherwise inoperable machines. Each machine must be equipped with easily readable instructions identifying service, email for reporting machine malfunction(s).

3.3.13 NC State operates a debit card program utilizing the campus ID card, known as the Wolfpack One Card. Cbord, Inc. is the provider of card based transaction processing. NC State Dining currently supports declining balance meal plan transactions at campus vending machines. The Supplier must provide cellular based universal reader technology as the standard configuration for vending machines on campus to facilitate credit card and meal plan transactions.

3.3.14 Commission paid to NC State Dining on full service machines shall be based on a percentage of total monthly gross receipts from sales of vended products. Gross sales are defined

as units sold times the vend price of the product. The Supplier shall submit a detailed report of sales and make payment to NC State Dining no later than the fifteenth (15th) day of the following month. Quarterly statements of sales and commissions are required for all machines that are under full service. NC State Dining will require information to substantiate monthly sales. Proposals must include an explanation of method of reporting sales and commissions.

3.3.15 NC State Dining seeks to minimize utility costs wherever possible, therefore vending equipment that minimizes energy use, such Energy Star compliance is required.

3.3.16 Third party subcontracting of vending services is approved at the discretion of Campus Enterprises. Third Party vending services are required to comply with all conditions of section 3.3 Vending Services and Supplier is responsible for Third Party performance and compliance with this section.

VENDING SALES/PLACEMENT DATA

A complete listing of vending machine placement with sales volumes is included in KGS1070865_Attachment A (Primary Beverage Contract Spreadsheet).

Vending Sales Volumes and Vend Price

The total cases of 12 oz canned drinks	54,400 drinks per year
The total cases of 20 oz drinks	366,000 drinks per year

The total number of Suppliers on site:	175 Suppliers.
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Current Vending Prices and at the start of the new contract period.

12 oz cans will be	\$1.00
20 oz bottles	\$1.75
Energy Drinks	\$2.75
Isotonic Drinks	\$2.00

NC State Dining reserves the right to adjust vend prices at any time during the contract if market conditions support a change, with the mutual consent of the Supplier. Prices must be consistent by product category throughout NC State's campus.

3.4 CONVENIENCE PACKAGE BEVERAGES - 39,050 CASES ANNUALLY

3.4.1 The Supplier shall provide 16/20 oz bottles, 12 oz cans, 1 or 2 liter bottles, 12oz refrigerator packs and other retail package sizes for resale via the Direct Store Delivery method as the primary supply of beverages to campus locations for the term of this contract. Pricing shall reflect this style of service and delivery. The supplier shall manage the inventory of products at each location as per NC State Dining management's instructions. Supplier shall pick up and issue credits for items that are damaged, stale, out of date or slow sellers.

3.4.2 NC State Dining will feature the Supplier's product prominently in display coolers, ice vat locations, beverage bars, and other locations where beverages are displayed. The Supplier's brands will be displayed and marketed in such a way as to promote sales of those brands and maximize beverage consumption at the university.

3.4.3 NC State Dining will determine the amount of space allocated to the contractor in each location. In the event that additional refrigeration/display units are required, the Supplier shall provide and maintain those units at no additional cost. The specific type of machines(s) must be

approved by NC State Dining prior to installation. Generally, the requirement will be machines of a late design or style and size that are best suited for each given location. The machines shall be attractive, sanitary, safe, and reliable equipment of a type approved by a recognized State or local health department or testing laboratory. Proposal response must specify type(s) of machines to be furnished by Supplier.

3.4.4 No products other than the Supplier's will be sold or displayed from Supplier's equipment without the Suppliers expressed consent.

3.4.5 NC State Dining is the primary caterer of break services in the university's conference center, the Jane S. McKimmon Center, and will exclusively serve the Supplier's soft drink products for its events at this location. Outside caterers will not be subject to this contract at the McKimmon Center.

3.4.6 NC State Dining provides catering service in a non-exclusive manner to the university campus and will exclusively offer the Supplier's soft drink products in the catering menu sections offering soft drinks (excluding brewed coffee and tea). Catering primarily uses 12-16 oz 100% juice, 16.9oz water and 12oz cans for events.

3.4.7 Products shall not be pre-priced by the Supplier without permission from NC State Dining.

3.4.8 The Supplier shall provide beverage display coolers and other related equipment as requested by NC State Dining for the purpose of displaying and selling the Supplier's product. A detailed list of equipment can be found in KGS1070865_Attachment A. In addition, NC State Dining will provide space for the supplier in university-owned and built-in display cooler space and merchandise shelving. In addition to merchandising equipment, the awarded Supplier must provide transportation gondola style cart and racks to support product receiving and storage functions.

3.4.9 NC State Dining will only use products exclusive to the awarded supplier with the exception of locations designated Market or C-Store. NC State will define the product mix to be sold in our stores and will work with Supplier on merchandising and to highlight new supplier products. NC State reserves the right to have 20% flexibility for items designated as "Primary". Double asterisk(**) noted below indicate locations that will be allowed to sell varieties of Dr. Pepper (or Mr Pibb) fountain drinks, bottles and cans regardless of the Supplier that is awarded the beverage pouring contract. Dr. Pepper product placements shall not exceed 10% of beverage offerings at these locations. Specialty coffee vendor will have carve outs for specialty juices, canned coffee products and sparkling water/juices. If they sell traditional bottled water they will have to use the awarded Suppliers branded water and or sodas.

	Dining Halls	Markets	Food Courts	Coffee Shops	Concessions	Catering	Athletics	Bookstore & Student Centers
Fountain Beverage	Exclusive	Exclusive **	Exclusive **	NA	Exclusive	Exclusive **	Exclusive	NA
Bottles/Cans Sparkling	NA	Primary	Exclusive	Exclusive	Exclusive	Exclusive	Exclusive	Exclusive
Bottled Water	NA	Exclusive	Exclusive	Exclusive	Exclusive	Exclusive	Exclusive	Exclusive
Bottle Juice - 100%	NA	Primary	Primary	NA	Exclusive	Exclusive	Exclusive	Exclusive
Bottled Juice Beverages	NA	Primary	Primary	NA	Exclusive	Exclusive	Exclusive	Exclusive
Energy Drinks	NA	Primary	Primary	NA	Exclusive	NA	Exclusive	Exclusive
Isotonic	Exclusive	Exclusive	Exclusive	NA	Exclusive	Exclusive	Exclusive	Exclusive
Ready to Drink Tea	NA	Primary	Exclusive	NA	Exclusive	Exclusive	Exclusive	Exclusive
Protein Recovery	NA	Primary	NA	NA	NA	NA	Primary	Primary
Vending				Exclusive Campus Wide				

3.5 CONCESSIONS

3.5.1 University event and activity concessions outside of Athletic venues are provided by Campus Enterprises - NC State Dining.

A 3rd Party food service operator managed by NC State Athletics operates food and beverage concessions at all Athletics venues. See Section 3.8.6

3.6 PROGRAM SUPPORT AND MARKETING

In addition to providing quality beverage products and services to the university, marketing and promotional elements of the contract are vital to the NC State Dining and Athletics programs and to ensuring a vibrant partnership with the Supplier in promoting its brands and associations with NC State students and the broader university community. Support resources are broken into five categories:

- **Brand Marketing (Wolfpack Sports Properties/Athletics)** - Funding for brand marketing initiatives to support Athletics department program goals. This should include brand refresh or brand transition assets and placements as applicable. Such funding is anticipated to carry an inflationary escalation component.
- **Program Support Funds** - for the specific university department or office. This is support paid annually to the department for general promotions and business growth of the department and are utilized at the department's discretion. Such funding is anticipated to carry an inflationary escalation component.
- **Marketing activation** - Funds and/or resources that are deployed annually by mutual agreement for specific events and activities sponsorship and generally promote the Supplier-University relationship in enhancing events and community activities and initiatives. Supplier shall provide a list of marketing activation resources and their associated costs.
- **Product support** - Sideline equipment and other resources for Athletics's teams, events and other program needs, complimentary product for various campus events and activities (in addition to Marketing Activation)
- **Program sponsorship** - Support funding for research, scholarships, sustainability initiatives and other opportunities to support the academic endeavors and other select activities of the university.

3.7 CAMPUS ENTERPRISES - PROGRAM INITIATIVES AND INVESTMENT

Investment amounts provided in this RFP are approximations drawn from the current pouring rights agreement and represent minimum requirements in their respective categories. When determining resources provided under this section, bidders are encouraged to consider the enrollment growth and increased prominence of NC State University and NC State Athletics since the last Pouring Rights Agreement of 2013.

3.7.1 Supplier will provide a minimum annual Program Support Fund payment of \$375,000 supporting promotion of Campus Enterprises - NC State Dining and \$50,000 in Marketing Activation resources. Annual inflationary adjustments are anticipated to ensure consistent ongoing levels of Program Support resources. The above includes marketing support to accomplish mutually agreed upon goals that include, but are not limited to:

- Promotion and support of the campus food service department, its programs, and facilities through printed materials, giveaway programs, online media etc.

- Conducting product promotions to increase Supplier beverage sales.
- General support for NC State Dining in sponsorship of campus celebratory events.

3.7.2 Use of the funds will be coordinated between the Supplier and Campus Enterprises Marketing Department (hereafter referred to as CE Marketing) in consultation with NC State Dining, which will assist in the coordination and implementation of promotional and marketing programs to promote the Supplier's brand and products on campus and the general promotion of the NC State Dining department.

3.7.3 CE Marketing and the Supplier will work together to develop a yearly calendar of promotional events for NC State's campus.

3.7.4 The Supplier shall provide methods to activate marketing activities in NC State campus locations.

3.7.5 CE Marketing will provide brand placement on its web site <https://dining.ncsu.edu/> to the Supplier to promote its brand and products, including flash ads or other promotional content. CE Marketing must approve all content and will determine space allocations.

3.7.6 CE Marketing will provide space on digital signage (where installed) in its locations to promote the Suppliers' brand and products.

3.7.7 CE Marketing will provide sampling opportunities at high volume locations on campus to support beverage sales growth of new and legacy products.

3.7.8 All annual program support funds not used by June 30 of each contract year will be paid to Campus Enterprises no later than July 31st of that year.

3.8 BRAND MARKETING INITIATIVES WITH NC STATE ATHLETICS

ABOUT NC STATE ATHLETICS

The North Carolina State University Athletic Department is a top performing athletic department, with membership in a top collegiate Power 4 athletic conference, the Atlantic Coast Conference (ACC). As the largest university campus in the North Carolina state university system, NC State boasts a student body of over 38,000, and in excess of 270,000 living alumni, with over 160,000 residing in the state of North Carolina. The University is recognized as the #2 best public college in the state of North Carolina by Money Magazine, and #9 best value among U.S. Universities per The Princeton Review. Furthermore, the brand of NC State University and the NC State Athletic Department hold a strong position within the state of North Carolina, and nationally, with a long history of success in many sports. These characteristics speak to the marketability and attractiveness of the NC State program to the corporate and consumer audience.

NC State has recently achieved unprecedented success both in the classroom and on the field. NC State Athletics facts and figures include:

- 22 NCAA sponsored sports are offered
 - Men: Football, Cross Country, Soccer, Basketball, Swimming/Diving, Indoor Track & Field, Wrestling, Baseball, Tennis, Outdoor Track & Field, Golf
 - Women: Volleyball, Cross Country, Soccer, Basketball, Gymnastics, Swimming/Diving, Indoor Track & Field, Softball, Tennis, Outdoor Track & Field, Golf

- 550 Student-Athletes
- Budget - \$112.7 million
- Scholarship Dollars - \$11 million (FY24)
- 7 National Titles ('74 and '83 Men's Basketball, '79, '80 and 2021, '22, '23 Women's Cross Country)
- 24 ACC Team Championships won since the 2018-19 academic year - Most in the ACC
- 187 national television appearances for NC State in football, men's basketball and women's basketball over the last three seasons (post-COVID)
- 2023-24: Recap
 - 11 teams finished in the top 25 of the national rankings, 5 of those in the top 10
 - 5 ACC Team Titles
 - 1 NCAA Team Title
 - 1 NCAA Individual Titles
 - Ranked 21st in the Director's Cup. The Wolfpack has now finished in the Top 25 for four consecutive years.
 - NC State was the only DI school in the 2023-24 athletics year to have its football team, men's basketball team, women's basketball team and baseball team all finish in the final top-25 rankings in their respective sport. The Wolfpack was one of just three schools in history to send its men's and women's basketball teams to the Final Four and its baseball team to the College World Series in the same year.
 - 82 All-Americans
 - 22 Individual Conference Titles won
 - 3 ACC Coaches of the Year
- NC State Football
 - Carter-Finley - seats 56,919
 - Over last four seasons, NC State has averaged 98.7% capacity for home games
 - NC State has 29 alumni currently playing in the NFL.
 - In 2024, the Wolfpack ranked fourth in the ACC (17 teams) in number of NFL players.
 - In 2021, football capped its first undefeated home season in 35 years and has won its last 10 home games
 - NC State is one of just five programs in the Power 4 that has won eight or more games in each of the last four seasons (2020-23).
 - The Wolfpack has qualified for nine bowls in the last 10 years.
 - Since the beginning of the 2020 season, NC State ranks second in the ACC in conference wins. The Wolfpack has posted a 22-12 mark in league play over the past four seasons, second only to Clemson's 28-7 mark.
 - 2022 Football Season Tickets renewed at a 95% rate from 2021
 - 2023 Single Game Tickets best ever single game revenue in program history, surpassing \$2 million for the third consecutive season
 - Average nearly 33,000 season tickets over the past decade. Sold out of season tickets (37,000+) the past two season (2023, 2024) including an average of 2,000 premium season tickets sold each season (suites and club)
 - Created In-Stadium premium seating and hospitality area in 2021 Generating over \$250K in new revenue each season
 - Introduced a new video boards for the 2023 season at football and baseball
- NC State Men's Basketball
 - Won the Men's ACC Tournament and reached the Men's NCAA Tournament Final Four in 2024
 - Lenovo Center - Home to Men's Basketball seats 19,500

- Prior to Covid, Men's Basketball ranked in the top 10 in cumulative attendance rankings for 4 consecutive years. In the past two seasons (22-23, 23-24), NC State ranked in the top 20 nationally.
- On average, over 2,200 students attend each game
- Men's Basketball has averaged over 9,500 season tickets sold each season over the previous decade
- Men's Basketball has surpassed \$1M in single game tickets sales in back to back season (22-23, 23-24); first time ever passing \$1M single event sales.
- A \$300,000,000 renovation to Lenovo Center is coming in the next decade.
- NC State Women's Basketball
 - Reached the Women's NCAA Tournament Final Four in 2024
 - In 2022, Women's Basketball won their third consecutive ACC Tournament title and the first ACC regular season title in 32 years. A No. 1 seed for the second straight year, the Pack reached the Elite Eight for the first time in 24 years.
 - '24-25 - sold most season tickets in season history and third consecutive season 3000+ season tickets
 - Four consecutive seasons sold out season tickets (every year since Covid-19)
 - 2023-24 set the mark for the highest revenue in program history
 - Nearly a 400% increase in season ticket sales over the previous decade
 - Ranked in the top 25 in attendance rankings each of the past three season, including 10th in the '21-22 in the cumulative attendance rankings
 - 2023-24: 13 home sellouts, which was the most in program history
- NC State Baseball
 - Sold-out of season tickets for the seven seasons in a row (excluding 2021 due to Covid)
 - Season ticket sales have increased 260% over the previous decade
 - 2024: Set the mark for the most revenue in program history, surpassing \$500,000 for the second time in program history
 - Revenue has increased 275% over the previous decade
 - In 2022, NC State began a \$15 million enhancement to Doak Field at Dail Park including field improvements, player performance facilities and game day/fan experience enhancements.
- NC State Athletics Academics
 - Average GPA of all student-athletes: 3.18
 - 18 of 22 teams achieved a team GPA greater than 3.0
 - 40 Academic All-Americans
 - 200 Academic All-Conference
 - 3 student-athletes earned ACC Scholar Athlete of the Year for their respective sport
 - 2023 Graduation Success Rate (GSR) 92%
- NC State Overall Fan Demographics
 - Median Age 49 years old
 - Median Yearly Income \$116,086
 - 47% have a college degree or higher
 - 47% have children under the age of 18
 - 53% Male, 47% Female
- NC State Football Fan Demographics
 - Median Age 47 years old
 - Median Yearly Income \$118,092
 - 45% have a college degree or higher
 - 49% have children under the age of 18

- 54% are Male, 46% Female
- NC State Men's Basketball Fan Demographics
 - Median Age 46 years old
 - Median Yearly Income \$118,735
 - 44% have a college degree or higher
 - 49% have children under the age of 18
 - 54% are Male, 46% Female
- Major athletic partnerships include current MMR Partner Learfield, Ticketing partner Paciolan, website administrator SIDEARM Sports and Concessionaire Aramark.

ABOUT RALEIGH, NC/STATE OF NORTH CAROLINA MARKET

The Raleigh, NC market is an economically thriving region in the state of North Carolina. Known as the "Triangle", the region comprises nine (9) counties in the Raleigh-Durham-Cary corridor, which encompasses North Carolina State University (Raleigh), Duke University (Durham), and the University of North Carolina (Chapel Hill). The region comprises approximately 2.1 million residents. The Raleigh TV market includes a broader 24 county market that reaches approximately 2.79 million persons. It is the 22nd largest television market in the country, per Nielsen DMA 2024 rankings. The Triangle is the second largest region by population in the state of North Carolina, behind the Charlotte region. To the west and adjacent to the Triangle is the region known as the "Triad", which includes Greensboro, Winston-Salem (Wake Forest University), and High Point, NC. The population of the Triad is approximately 1.7 million people. When combined with the Triangle region, the total population of the Triad and Triangle regions is approximately 4.5 million.

In addition to higher education, the Triangle is strong in the technology sector. The largest employers in the county include IBM, Cisco, Lenovo, Red Hat Software, Sensus, IQVIA, SAS Institute, Conduent Business Services, Pfizer, WakeMed Health and Hospitals, UNC Rex Healthcare, Blue Cross Blue Shield NC, Fidelity Investments, MetLife, Wells Fargo, Duke Energy, WalMart, Food Lion, Target, and Harris Teeter, among others.

Several major company headquarters are located in North Carolina, including Bank of America, BB&T, Belk, Bojangles, Carquest, Champion, Circle K, Family Dollar, Food Lion, Golden Corral, Hanes, Harris Teeter, Krispy Kreme, LabCorp, Lending Tree, Meineke, and Sealy.

According to Data USA, in 2022 Wake County, NC had a median household income of \$96,734, and a median age of 37. The median property value in 2022 was \$385,700, and the percentage of home ownership 64.3%. Residents with Bachelor Degree or higher was 56.5%, and those with a High School Diploma 94.3% (2022 U.S. Census).

Raleigh DMA / State of North Carolina Additional Facts & Figures:

- Ninth largest state in the nation (10.8 million people)
- Four international airports in the state
- Named Forbes' 'Best state to do business' three years running (2017, 2018, 2019)
- Named Forbes' 5th 'Best state to start a business' (2024)
- North Carolina, California, Texas, Florida and Pennsylvania are the only states with two or more Top-30 media markets.
- Two Top-25 Media Markets: #21 Charlotte (1,382,020 total homes), #22 Raleigh/Durham (1,345,840 total homes). Raleigh/Durham (Fayetteville) market comprises 23 counties
- Raleigh/Durham media market shifted from Nielsen's No. 27 DMA to No. 24 from 2020 to 2021, with people drawn to the well-established research base, a growing tech sector, favorable temperatures and attributes of cosmopolitan living.
- North Carolina had the sixth largest population gain over the last decade, adding roughly 904,000 people (2021)

- 21.5% of North Carolina's population resides in Mecklenburg (Charlotte) and Wake (Raleigh) counties
- The population of North Carolina sustained through the challenges of the COVID-19 pandemic with the fourth largest state population growth from April 1, 2020 through July 1, 2021
- The 2050 projected population of North Carolina is 14.2 million people
- Home of the famed "Tobacco Road" - the Triangle and Piedmont area where basketball was "born" in the south.
- 1.2 million people call Wake County home (Largest County in North Carolina)
- Growing more than twice as fast as the rest of the state (2023)
- Wake County is the largest county in the state, passing Mecklenburg
- Raleigh (#12), Cary (#1) and Durham (#37) were named by smartasset.com as the most recession resistant cities. (2022)
- Recently selected by Apple for a more than \$1 billion campus and engineering hub that will create 3,000 new jobs.
- Raleigh region selected by Google for an engineering hub focused on cloud computing that will create 1,000 new jobs
- Research Triangle Park (RTP)
 - Named for its central location to three Tier-1 research universities, RTP is the largest research park in the United States and a premier global innovation center.
 - The 7,000 acre park houses hundreds of companies, including science and technology Proposer, government agencies, academic institutions, startups and nonprofits.
 - The mission of RTP is to facilitate collaboration between Triangle universities, promote cooperation between universities and industry, and create an economic impact for residents of North Carolina.
- Raleigh, NC
 - The third fastest-growing metro area in the country.
 - Third largest five-year increase in total population (2014-2019)
 - 85% growth in population 2000-2022
 - Median Age 35 years old
 - 68% Population between the ages of 18-64
 - 51% Female, 49% Male
 - Population of Raleigh/Durham Area - 2.3 million (2023)
 - US News Named Raleigh the #6 Best Place to Live
 - US News Named Raleigh the #2 Best Place to Live in North Carolina (behind Charlotte)
 - Each year, NC State adds \$6.5 billion to the statewide economy, equivalent to creating more than 90,000 new jobs. (ncsu.edu)
 - NC State is a driving force for the local, state and national economies
 - #3 nationwide for startups launched among Universities without a medical school
 - NC State and its students, alumni and associated startups generate \$6.5 billion of North Carolina income annually.

SOFT DRINKS, WATER, AND JUICES MARKETING

TRADEMARKS & DESIGNATION

- Access to utilize primary & secondary NC State trademarks on internal & external marketing materials
 - NC State marks must be pre-approved by University & be accompanied by a sponsorship designation

- Designation: 'Official Sponsor of NC State Athletics' and 'Cornerstone Partner of NC State Athletics'
 - o Use of additional designations will be mutually agreed upon between sponsor and NC State.

BRAND MARKETING ASSETS:

CORNERSTONE PARTNER

- Program will consist of a select group of premier level partnerships with NC State Athletics
- Logo integration on all marketing print collateral across all varsity sports
 - o Game programs, posters, schedule cards, etc.
- Sponsor logo will be featured across all cornerstone partner marketing materials
 - o GoPack.com, social media, email, web banner ads, etc.
- Shared static signage placement across all NC State Athletics competition venues (where applicable)
- Shared video board recognition + PA announcement in all competition venues (where applicable)
- Shared radio live mentions across all game broadcasts (where applicable)
- GoPack.com custom cornerstone partner landing page
- Premium event access such as team practices, fly-away trip, and partner events
- All signage production and installation costs throughout the term of this contract will be billed under separate cover to Supplier

FOOTBALL

- Signage
 - o Video board rotational logo
 - Eight (8) minutes per home football game
 - o LED ribbon board signage
 - Two (2) minutes per home football game
 - o LED field level signage
 - Two (2) minutes per home football game
- Logo inclusion on NC State concessions cup as applicable Game Day Activation
 - o On-site marketing display opportunity at a minimum of two (2) home football games
 - Opportunity to set up a pop-up tent, provide giveaway items, display temporary signage, etc.
 - Right to sample Beverages, with frequency to be mutually determined by the Supplier and Wolfpack Sports Properties
- Print
 - o One (1) full page advertisement in all football publications (currently a printed Yearbook and digital gameday program)
- Radio
 - o Four (4) in-game :30 commercial spots on the Statewide Radio Network (12 broadcasts)
 - Includes billboard
 - o One (1) radio network feature during all football broadcasts
 - Feature includes a branded segment + live read
 - o One (1) :30 commercial spot during all football coaches show broadcasts (14 broadcasts)
 - Includes billboard

- TV
 - o One (1) :30 commercial spot during all football episodes of Pulse of the Pack (12 shows)

MEN'S BASKETBALL

- Signage
 - o LED Courtside signage
 - TV visible – 40' LED board at center court + 10' LED board at each baseline
 - Two (2) minutes per home men's basketball game
 - o LED Stanchion signage
 - Two (2) minutes per home men's basketball game
 - o Center hung video board rotational logo
 - Two (2) minutes per home men's basketball game
- Print
 - o One (1) full page advertisement in all men's basketball publications (currently a printed Yearbook and digital gameday program)
- Radio
 - o Two (2) in-game :30 commercial spots on the Statewide Radio Network (29 broadcasts)
 - Includes billboard
 - o One (1) radio network feature during all men's basketball broadcasts
 - Feature includes a branded segment + live read
 - o One (1) :30 commercial spot during all men's basketball coaches show broadcasts (16 broadcasts)

WOMEN'S BASKETBALL

- Signage
 - o Two (2) permanent backlit panels on lower fascia of Reynolds Coliseum
- Print
 - o One (1) full page advertisement in all women's basketball publications (currently a printed Yearbook and digital gameday program)
- Radio
 - o Two (2) in-game :30 commercial spots for each women's basketball broadcast
 - Ad copy subject to non-commercialized regulations
 - o One (1) radio network feature during all women's basketball broadcasts
 - Feature includes a branded segment + live read

BASEBALL

- Signage
 - o Minimum of one (1) inning of rotational logo display on the main video board
- Print
 - o One (1) full page advertisement in all baseball publications (currently a printed Yearbook and digital gameday program)
- Radio
 - o Two (2) in-game :30 commercial spots for each baseball broadcast
 - o Ad copy subject to non-commercialized regulations

SOFTBALL

- Signage
 - o One (1) static wall sign

SOCCER

- Signage
 - o One (1) static wall sign

DIGITAL

- Video content series
 - o Content series to be mutually agreed upon each year
 - o Brand representation within NC State Athletics video series + promotional materials (social media, e-blasts, in-venue promotion of series)
- GoPack.com share of voice digital banner ads
- GoPack.com digital branded content section

TICKETS + HOSPITALITY

- Ten (10) football season tickets
- Four (4) football season parking passes
- One (1) football season-long reserved hospitality area (either green space or paved parking area)
- Four (4) men's basketball lower-level season tickets
- Four (4) men's basketball club level season tickets
- Two (2) men's basketball season parking passes
- Four (4) women's basketball season tickets
- Four (4) baseball season tickets
- Option to purchase up to ten (10) tickets to any post-season bowl game or conference championship game
- Option to purchase up to eight (8) men's conference tournament ticket books
- Option to purchase up to four (4) tickets to any post-season basketball games (NCAA or NIT) where NC State's teams qualify or are selected to participate
- Invitations to all corporate partner events

ADDITIONAL OPPORTUNITIES

- Opportunity to present plans for direct student-athlete support and further brand activation initiatives
- Head Coach or Athletic Director appearance at one (1) select event per year (based on availability)

3.8.2. ISOTONIC AND RECOVERY BEVERAGE PRODUCT MARKETING

Isotonic Official Status/Sideline Rights – Sideline rights for all NC State Athletics teams are included with the marketing and promotional rights outlined in this contract. In association with Athletics' facilities the rights associated with the Isotonic Products noted herein will include fluid and electrolyte replacement products, whether carbonate or non-carbonated, and other forms of energy nourishment and health products as deemed appropriate at NC State Athletics' sole discretion.

OPPORTUNITIES

- Signage
 - o Logo placement on two (2) tunnel canopies, field-level in the North Endzone of Carter-Finley Stadium
- Publications
 - o One (1) full page advertisement in all publications (currently printed Yearbook and digital gameday program) for football, men's basketball, women's basketball, and baseball
- Game Day Activation

- o On-site marketing display opportunity at a minimum of two (2) home football games
 - Opportunity to set up a pop-up tent, provide giveaway items, display temporary signage, etc.
 - Right to sample Beverages, with frequency to be mutually determined by the Supplier and Wolfpack Sports Properties

RECOVERY BEVERAGE Official Status - Recovery rights for all NC State Athletics teams are included with the marketing and promotional rights outlined in this RFP. The rights associated with the Recovery Beverage Products herein will include ready-to-drink protein recovery products. However, which products are appropriate for use by its teams will be at NC State Athletics' sole discretion.

OPPORTUNITIES

- Signage
 - o Video board rotational logo
 - Four (4) real-time minutes per home football game
 - Two (2) real-time minutes per home men's basketball game
- Publications
 - o One (1) full page advertisement in all publications (currently printed Yearbook and digital gameday program) for football, men's basketball, women's basketball, and baseball
- Game Day Activation
 - o On-site marketing display opportunity at a minimum of one (1) home football games
 - Opportunity to set up a pop-up tent, provide giveaway items, display temporary signage, etc.
 - Right to sample Beverages, with frequency to be mutually determined by the Supplier and Wolfpack Sports Properties

3.8.3 EQUIPMENT - During the term of this agreement, supplier shall supply annually, the following minimum levels of equipment, at no cost to NC State Athletics for use in fulfillment of the Isotonic and Recovery Product Official Status and Sidelines Placement:

Item	Quantity
Ten (10) gallon coolers	45
Five (5) gallon coolers	40
Forty Eight (48) quart ice chests	20
Sixty Eight (68) quart ice chests	30
One Hundred Two (102) quart ice chests	10
Bottle Carriers - Four (4) per case	10
Twelve (12) ounce cups - Two Thousand (2000) per case	100,000
Towels	800
Double cooler carts	16

Item	Quantity
Sideline tables	10
Squeeze bottles	1500
Visi coolers	6
Fountain dispensers	5

The above list is provided as an example of Supplier provided equipment. Supplier will propose a list of equipment to support the Athletics program and will promptly replace equipment on this list as needed due to normal wear and tear or breakage during the course of use. Additionally, Supplier may work with NC State Athletics to evaluate other equipment needs and provide customized options to fit requests annually as mutually-agreed upon.

As needed, Supplier will provide premium recycling containers at no cost to be placed in TowneBank Center at Carter-Finley Stadium. Supplier and NC State Athletics will mutually determine the appropriate number of containers, estimated at a minimum of one hundred fifty (150) units to fully outfit the TowneBank Center facility.

3.8.4 Supplier will have exclusive marketing, advertising, and promotional rights for its Beverages, Isotonic and Recovery Products in association with NC State's intercollegiate athletic teams and coaches (collectively "Coaches and Teams"), and use of all Marks owned or controlled by University (hereafter referred to as University Marks).

Supplier will have a license to use the University Marks, on a royalty-free basis, for the purposes of marketing, advertising, or promoting its Beverages, Isotonic and Recovery Products at University Athletic events and/or in NC State Athletics facilities. Such license gives Supplier the right to use the University Marks in or on all of Supplier's advertising, promotional, and packaging materials and activities, which include, for all purposes of this RFP, advertising, promotion and merchandising materials at NC State Athletics events and/or in NC State Athletics facilities, including:

- point of sale materials and supplier fronts;
- cups, vessels, cans, bottles, can/bottle wraps and all other forms of packaging;
- broadcast, print, electronic and all other forms of media.

3.8.5 In connection with Supplier's rights and obligations under this contract, Supplier agrees to observe and comply with the policies, rules and regulations of both NC State University and any athletics conference to which NC State University belongs during the term of this contract (including such policies, rules and regulations as may be provided from time to time to supplier by university during the term), and the constitution, bylaws and rules of the NCAA (publicly available at www.ncaa.org). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting the use of a student-athlete's name or likeness (NIL).

Athletics Concessions

3.8.6 A 3rd Party food service operator managed by NC State Athletics, operates concession locations at Carter-Finley Stadium (Football), Reynolds Coliseum (Womens' Basketball, and other sports), Derr Track and Soccer Field (Track and Field/Soccer), Dail Softball Stadium (Women's Softball) and Doak Field (Baseball) and other venues as may be introduced in the future. This concessions operator will exclusively sell soft drink products of the awarded supplier at events at

these locations, with the exception of coffee, bulk tea, hot chocolate, and frozen or liquid lemonade. These products may include fountain soft drinks and/or bottle soft drinks.

3.9 NC STATE ATHLETICS BRAND MARKETING INVESTMENT

Investment amounts provided in this RFP are approximations drawn from the current pouring rights agreement and represent minimum requirements in their respective categories. When determining resources provided under this section, bidders are encouraged to consider the enrollment growth and increased prominence of NC State University and NC State Athletics since the last Pouring Rights Agreement of 2013.

3.9.1 Supplier will provide an annual minimum brand marketing investment of \$1,600,000.00 to Wolfpack Sports Properties (or its successor) for brand marketing initiatives. An annual inflationary adjustment is anticipated to ensure consistent ongoing levels of marketing resources.

Additionally, Supplier will provide to Athletics an annual minimum of \$225,000.00 in product credits available across all beverage product categories. Supplier agrees that all products utilized by NC State Athletics under the product credit line will be charged at Supplier's discounted contract prices provided to NC State Dining in this RFP.

3.9.2 Extended Season. In the event NC State's Athletic teams seasons are extended beyond their regular season (i.e. participating in playoffs, post-season tournaments, etc.) ("Extended Season" herein), the following payments will apply to extend the Supplier's rights for the Extended Season.

- Football: \$10,000 net/game
- Men's Basketball: \$5,500 net/game
- Women's Basketball: \$1,000 net/game
- Baseball: \$750 net/game
- Coaches Radio Shows: \$1,500 net/show
- 3% escalator

3.9.3 Athletics Brand Marketing Initiative funds shall be paid in equal quarterly installments unless another payment schedule mutually agreeable to the contractor, NC State and Wolfpack Sports Properties (or its successor) is established.

3.9.4 Sideline rights for all NC State Athletics teams are included with the marketing and promotional rights outlined in this agreement. In association with NC State Athletics locations, the rights associated with the Isotonic Products noted herein will include fluid and electrolyte replacement products, whether carbonated or non-carbonated and other forms of energy nourishment and health products as deemed appropriate in the sole opinion of the NC State Athletics department.

3.10 NC STATE TRADEMARK LICENSING RIGHTS AND INITIATIVES (OFF-CAMPUS)

3.10.1 Rights to utilize University Marks off campus are included in this contract and require a minimum of \$60,000. Proposals are expected to include a financial proposal for the use of these rights. Approval authority of University Marks off campus resides with NC State's University Communications under its Office of Strategic Brand Management. Off-campus University Mark placements will only be available to the awarded Supplier. Supplier will have the right to conduct off campus promotions regarding Beverages, Isotonic and Recovery Products at or in connection with the university including joint promotions with Supplier's retail customers (which may include:

grocery and retail; convenience and “oil and gas” retailers; mass merchandise; drug retailers; quick serve and all other types of restaurants (including home-delivered pizza); institutional and “at-work” foodservice operations; video and music retailers; movie theaters and indoor entertainment venues; theme parks and outdoor attractions; and non-university Athletics sports venues) and to use the University Marks for such purposes, including use with customers’ Marks, provided no customers’ Marks are used in such a way as to imply a sponsorship or relationship with the university (unless one exists). NC State’s Office of Strategic Brand Management reserves the right to deny any promotions with retail customers that are not currently in a sponsorship relationship with the university.

3.10.2 Supplier may create merchandise and promotional premiums bearing marks of Company’s Beverages, Isotonic and Recovery Product together with any of the approved University Marks. Supplier will not pay any royalties to NC State for on-campus merchandise and promotional premiums, so long as it is distributed free of additional charge in connection with Company’s Beverages or Isotonic Products: cups, vessels, cans, bottles, cans/bottle wraps and all other forms of packaging. Any promotional premium items distributed free of charge at NC State Athletic events will also not be subject to any royalty rates. All other merchandise, including commemorative cans/bottles and promotional premiums not distributed at NC State Athletics events or other on-campus events will be subject to royalty rates and must be produced through a University-licensed supplier, if available.

3.10.3 Program Sponsorship - In addition to administering off-campus use of university marks, the Office of Strategic Brand Management provides companies with opportunities to sponsor activities in support of university academic programs. Examples of such support would include research, scholarships and sustainability initiatives. Amounts under this section will not be included in the evaluation of the Cost Proposal section but will be considered as part of the Technical Approach for their potential enhancement to the image and value of the university’s programs.

3.11 ALTERNATE PROPOSALS

The University will consider one alternate value-enhanced technical and financial proposal that exceeds the base minimum of each investment requirement of this RFP so long as it does not increase the final price of any products purchased by the University or reduce the vending commission percentage offered.

Any additional proposed enhancements shall include a complete description of the enhancement in the alternate technical proposal. If the additional enhancement includes any form of payment to the University and/or Wolfpack Sports Properties (or its successor), the estimated payment amount and description must be outlined in the alternate financial proposal,
KGS1070865_Attachment A.

3.12 FINANCIAL SUBMITTAL

The proposal response shall include the proposing Supplier’s summary balance sheet information for years 2022, 2023, and 2024 to demonstrate reasonable assurance of financial stability of the proposing firm.

4. SUPPLIER QUALIFICATION/EXPERIENCE REQUIREMENTS

4.1 General

The proposed personnel should demonstrate experience in providing service similar in nature and scope to those required herein. Supplier personnel with experience in supporting large university dining services and division 1 athletics programs or similar industry experience is required. Specify the person(s) that will be responsible for managing NC State's account with your organization, as well as any other representatives that will assist, and their role/expertise.

4.2 References

Suppliers must provide at least three (3) references demonstrating experience similar in nature and scope to the services required on the reference page below. When selecting references, Suppliers should consider customer accounts with a history of successful execution similar in nature, size and scope to NC State. It is the proposing Supplier's responsibility to provide valid reference information and prepare references to expect to be contacted directly by the University as part of the RFP process. References not responding to the university's direct request for information will be scored as if not provided.

5. SUPPLIER PROPOSAL RESPONSE

The following information is required in response to this RFP. Failure to adequately provide specific information that can be effectively evaluated by NC State may disqualify your proposal from consideration.

At minimum, the proposal response package must include the following and **must** be uploaded in the **corresponding location** on Bonfire:

1. Completed NC State University RFP
 - Cover Page with Supplier Name and Tax ID#
 - 4.2 References page
 - Signed Execution of Proposal page
2. A detailed **technical proposal** addressing **Sections 3 and 4**. Responses must be numbered corresponding to the numbered items in this RFP. Proposers should provide their acknowledgment agreement or response to that item immediately thereafter. Describe in your proposal response the approach, processes and steps you will follow to perform and complete the tasks in the Scope of Work. Include any additional tasks that you recommend for achieving successful outcomes. Note any requirements you have, and any assumptions being made which impact your proposed approach or the time required to complete the work. **NOTE:** Pricing should not be included in your technical proposal.
3. Financial Proposal - KGS1070865_Attachment A (Section 7)
4. Any applicable RFP addenda subsequent to this RFP that is required for return by statement on the addendum.

Incomplete proposals will not be considered for award.

6. CRITERIA FOR EVALUATION AND AWARD

All proposals will be evaluated according to the following:

SCREENING CRITERIA: Complete proposal response package (as outlined in Section 5). All items requested are included in the response package and submitted as instructed. All files are transmitted to the Bonfire site without password or other lockdown requirements and proof of insurance demonstrates existing coverage meeting required minimum limits. Incomplete responses will not be considered further.

Proposals meeting the screening criteria will then be further evaluated by the following weighted criteria in order to select the Supplier providing the best overall value to the department requesting these services:

40% Technical Approach - Section 3

The proposal provides clear confirmation that the product and service approach meets and preferably exceeds the expectations of the RFP. Further, the Supplier provides evidence of delivering quality products and services that utilize contemporary methods of operation, technology and best industry practice that will enhance the image and value of the university's programs. This could include Supplier's product portfolio, beverage and vending equipment, transaction technologies, staff support to the contract as well as innovations and the future vision for the Supplier's relationship with the University.

10% References - Section 4

Reference responses demonstrate a record of better than satisfactory history of providing similar work without issues. Would references hire again? Promptness, willingness to work with University provide this equipment in a manner that the service is transparent to the attendee.

10% Qualifications/Experience - Section 4 (including 3.12)

Qualifications of the Supplier in general, similar experience, specific experience is similar in nature and scope, and qualifications of personnel proposed to support any resulting contract. Assurance that the proposing supplier has the personnel, experience, and expertise to carry out the required service including the organization's overall financial stability. Required certifications are confirmed.

40% Financial Proposal - Section 7

Financial Proposals are evaluated based on the aggregate financial benefit of Brand Marketing, Program Support, Product Support, Marketing Activation, Vending Machine Commission, Off Campus Trademark funding PLUS the lowest cost / highest savings realized from discounting of beverage product purchase.

All tab sections of KGS1070865_Attachment A are to be completed in full, including Program and Marketing Funding, Cost Evaluation Market Basket, Comprehensive Product List, and Vending Proposal.

NOTE: Any or all Proposers may be requested to appear before the evaluation committee to present their proposal and/or to respond to questions from the committee concerning their proposal. The presentations may be held in person or virtually. Proposers are prohibited from recording these meetings electronically. Proposers will accept financial responsibility for all travel expenses incurred for oral presentations (if required).

7. FINANCIAL PROPOSAL

Proposing Suppliers must download and complete KGS1070865_Attachment A excel workbook, with all required data. This file is listed under the requested information on the Bonfire website. This spreadsheet is a required document that MUST be uploaded separately from your technical proposal. Pricing should not be listed in your technical proposal and will cause your proposal from consideration.

All product pricing is at cost to NC State Dining to provide items listed. This cost shall include all labor, delivery / transportation, tools, equipment, software, expenses (travel and otherwise), and any other costs incurred by the Supplier.

Please provide a complete listing of every product available to the University to purchase, its wholesale price, and final price to the University as well as its pack size as applicable.

Also, by signature on the Execution of Proposal page, the proposing supplier agrees to provide the financial requirements outlined in Section 3.

REST OF PAGE INTENTIONALLY LEFT BLANK

Contractor Name: _____

4.2 REFERENCES

OFFERORS MUST PROVIDE THREE (3) REFERENCES FOR CLIENTS WHO HAVE PERFORMED
SIMILAR WORK IN THE PAST THREE (3) YEARS.

#1	Company Name:	
	Company Full Address:	
	Contact Name:	
	Email Address:	
	Phone Number:	

#2	Company Name:	
	Company Full Address:	
	Contact Name:	
	Email Address:	
	Phone Number:	

#3	Company Name:	
	Company Full Address:	
	Contact Name:	
	Email Address:	
	Phone Number:	

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL.

EXECUTION OF PROPOSAL**RFP #63-KGS1070865**

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ☐ That this proposal was signed by an authorized representative of the firm.
- ☐ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ☐ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ☒ ~~That the potential Contractor has attended the pre-proposal conference and is aware of the prevailing conditions associated with performing these services.~~
- ☐ That the potential Contractor agrees to the conditions as set forth in this Request for Proposals with no exceptions.
- ☐ That the potential Contractor carries the appropriate insurance and will perform background checks on employees as required herein. See items 19 & 31 of General Contract Terms and Conditions attached.
- ☐ That no employee or agent has offered, and no State employee has accepted, any gift or gratuity in connection this contract, in violation of N.C.G.S. § 133-32; and
- ☐ That it, and each of its sub-contractors under this contract, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system, as required by G.S. §143-48.5.
- ☐ That this proposal is submitted competitively and without collusion. That none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible supplier as set forth in G.S. 143-59.1. False certification is a Class I Felony.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

Contractor Name:			
Street Address:			
City, State & Zip Code:			
Representative's Name:			
Representative's Title:			
Representative's Email:		Phone#:	
Representative's Signature:		Date:	

THIS PAGE MUST BE COMPLETED AND INCLUDED IN YOUR PROPOSAL RESPONSE

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **PROPOSAL SUBMITTAL:** All proposals must be received by the issuing agency not later than the date and time listed on the cover sheet of this proposal. Proposals shall be uploaded to: <https://ncsu.bonfirehub.com/opportunities/174171>.
Request for Proposals (RFP) directions are advertised at The State of North Carolina Electronic Vendor Portal System ([eVP](#)). An addendum to this RFP may be issued. If required, any subsequent addenda must be signed and submitted with the proposal upload. It is the vendor's responsibility to verify that all applicable addenda are submitted as required.
3. **ORAL PRESENTATIONS:** During the evaluation and at their option, the evaluators may request oral presentations from any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
4. **PROPOSAL EVALUATION:** Proposals will be evaluated as outlined herein. The award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the University, and/or the State.
5. **COMMENCEMENT OF SERVICES:** After proposals are evaluated, and an offer is made, accepted and approved by appropriate authorities, the University will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.
6. **REQUEST FOR OFFERS:** Offerors are cautioned that this is a request for offers, not a request to contract and the University/State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University or State.
7. **ORAL EXPLANATIONS:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
8. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
9. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
In an effort to support the sustainability efforts of the State of North Carolina we are receiving proposals via electronic submission. Please visit <https://ncsu.bonfirehub.com/opportunities/174171> for specific submission instructions.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.
11. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of sixty (60) days from the proposal opening. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
13. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the University are exempt from this provision.
14. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
15. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
16. **PROPRIETARY INFORMATION:** To the extent permitted by N.C.G.S. §132-1.3 trade secrets which the Contractor does not wish disclosed other than to personnel involved in the evaluation or contract administration will be kept confidential identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information is not confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
17. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §143-48 and Executive Order #150, the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
18. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
19. **CONTRACTOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Contractor Link NC allows Contractors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Electronic Vendor Portal System. Online registration and other purchasing information are available on the web site: <http://www.state.nc.us/pandc/>.
20. **RECIPROCAL PREFERENCE:** N.C.G.S. §143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.
21. **ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES:** The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Contractors shall:
 - a. Assure all features, components and subsystems of the software or IT System contained on

this RFP **fully comply** with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794d), (<http://www.section508.gov>);

OR

Detail why any feature, component or sub-system contained in this RFP does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;

- b. If the Voluntary Product Accessibility Templates (VPAT) (<https://www.itic.org/policy/accessibility/vpat>) are used, they must include compliance checklists for:
 - 1. Technical Standards;
 - 2. Function and Performance Criteria; and
 - 3. Documentation and Support
- c. The product offered in response to this RFP is subject to an accessibility evaluation by the University.

NORTH CAROLINA STATE UNIVERSITY GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the University.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the University's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **INSPECTION AT CONTRACTOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
7. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

In case of default by the Contractor, the University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The University reserves the right to require a performance bond or other acceptable alternative guarantees from a successful offeror without expense to the University.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University.

8. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
10. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations. The Contractor may terminate at the beginning of any contract year, only by notification provided in writing to the University a minimum of four (4) months prior to the applicable contract year expiration.
11. **AVAILABILITY OF FUNDS: RESERVED**
12. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.
13. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
14. **COPYRIGHT: RESERVED**
15. **ASSIGNMENT:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the University may:
 1. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
 2. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.
16. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

17. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
18. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.
19. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
1. **Worker's Compensation** - The contractor shall provide and maintain Workers Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
 2. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
 3. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/underinsured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

20. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising without prior written approval from the University.
21. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposal, any addenda thereto, and the offeror's response are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

22. **AMENDMENTS:** This contract may be amended only by written amendment duly executed by authorized representatives of both the University and the Contractor.
23. **TAXES:** N.C.G.S. §143-59.1 bars the Secretary of Administration from entering into contracts with Contractors if it or its affiliates meet one of the conditions of N.C.G. S. §105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Contractor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Contractor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
24. **GENERAL INDEMNITY:** The Contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the University's agents who are involved in the delivery or processing of Contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
25. **OUTSOURCING:** Any Contractor or subcontractor providing call or contact center services to the University or State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the Contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the University agent responsible for the contract.

Contractor must give notice to the University of any relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons performing services under a state contract outside of the United States.

26. **PRICING:** All prices offered herein shall be firm against any increases. Requests by the Contractor for a cost increase relevant to any contract extension shall be submitted in writing one hundred and eighty (180) days prior to each contract renewal. The University reserves the option of accepting a Contractor's proposed cost increase or canceling the service and seeking proposals from other Contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve month period of the request. Invoices are paid Net 30 days from receipt of an accurate invoice.
27. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for:

commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated herein. The offer certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

"Principles" for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this RFP document.

28. PRIVACY:

1. Personal Identifiers: If University provides the Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. Contractor further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c) (1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Contractor's responsibilities under the NC Identity Theft Protection Act, Contractor shall immediately notify University with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.
2. Education Records: If the University provides the Contractor with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. In this instance, University considers Contractor a school official with a legitimate interest under FERPA. Contractor further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date

of violation. If Contractor experiences a security breach relating to this information or if Contractor re-discloses the information, Contractor shall immediately notify University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.

29. **AUDITS:** The State or University auditor, or the Joint Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission, may audit the records of Contractor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7 and Session Law 2023-134.
30. **PRESERVATION OF RECORDS:** If the University provides any data to Contractor pursuant to this Agreement then Contractor shall preserve and maintain the data for a period of three (3) years or as indicated in a litigation hold letter issued by University, to fulfill the University's obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure. Contractor shall immediately preserve and maintain data (and any generated email correspondence) upon the University's request or upon notice of litigation or audit and further Contractor shall make available all Data University may specify with the time limits required.
31. **CONTRACTOR EMPLOYEE BACKGROUND CHECKS:** The Contractor shall, at no additional cost to the University, secure appropriate background checks on all employees, independent contractors, or subcontractor employees to be assigned to any resulting contract. These background checks shall include, at a minimum, the following checks with consideration for current, past, alias and maiden names:
- Nationwide Federal Criminal search
 - National Sex Offender Registry search
 - North Carolina Statewide Criminal search
 - Criminal searches in all counties of residence outside the state of North Carolina in the past seven (7) years, except in cases when the individual has resided in the New York boroughs of Kings, Queens, New York, Nassau, Richmond, or Bronx, in which case a New York Statewide Criminal Search is required
 - Skip Trace, Residency history, or other Social Security Number-based search (to ensure validity and correct matching)

The Contractor shall align its hiring decisions to support the University's ongoing effort to maintain a safe, drug-free environment for students, faculty, staff and visitors.

These background checks shall be maintained by the Contractor and are subject to audit by appropriate University or state officials at any time during and for five (5) years after the contract end date. The University may withhold consent of any of Contractor's personnel to be placed on a University assignment at its sole discretion. The Contractor shall immediately (same day as notification) remove any employee or representative from University property if deemed by the University to be unfit for any reason.