



STATE OF NEBRASKA
REQUEST FOR PROPOSALS

TITLE: Vending Provider

USING AGENCY: Board of Trustees of the Nebraska State Colleges dba Peru State College

ISSUE DATE: November 20, 2023

ISSUING AGENCY: Peru State College
PO Box 10, 600 Hoyt Street
Peru, NE 68421

ISSUING AGENT: Matt Thielen
Associate Vice President for Student Affairs

Sealed Proposals subject to the conditions made a part hereof will be received until **January 16, 2024 at 2:30 p.m.** for furnishing services described herein.

SEND ALL PROPOSALS DIRECTLY TO THE ISSUING AGENCY ADDRESS SHOWN ABOVE.

IMPORTANT NOTE: Indicate firm name on the front of each sealed proposal envelope or package, along with the date for receipt of proposals specified above.

Direct all inquiries concerning this RFP to: Matt Thielen
Associate Vice President for Student Affairs
Peru State College
PO Box 10
Peru, NE 68421
(402) 872-2224

Contractor Name _____

Contractor Address _____

Commission Return to College _____

Contractor Agent _____

(Typed name and title)

(Signature)

Item	Price Per Item
Example Candy Bar	\$1.75

TABLE OF CONTENTS

- I. Purpose
- II. Background
 - A. Institutional History
 - B. Enrollment Data
 - C. Description of Present Vending Services
 - D. Vending Sales Figures
 - E. Employee Information
- III. General Information and Proposal Requirements
 - A. Program Objectives
 - B. Scope of Work
 - C. Term
 - D. Requirements of a Proposal
 - E. Proposal Preparation and Submission
 - F. Award
 - G. Schedule
- IV. Specific Requirements
 - A. Financial Requirements and Administration
 - B. Specific Services to be Provided by the Vending Operation
 - C. College's Commitments and Rights
 - D. Insurance, Laws and Regulations
- V. Accounting, Records, Reports, and Methods of Payment
- VI. Contract Terms, Renewals, Extensions, Cancellation, Termination, Requirements, Additions, Adjustments, and Assignment
- VII. Miscellaneous

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from experienced firms to establish a three (3) year contract with up to one (1) additional one-year term for a maximum of four (4) years through competitive negotiation for providing a campus-wide Vending contractor to serve Peru State College, hereinafter referred to as the "College". The contract shall in no way inhibit or restrict the College's contracted food service provider from using any beverage or similar vending items, in the delivery of the food service contract.

II. BACKGROUND

A. Institutional History

Peru State College is a public, comprehensive institution located in Peru, Nebraska, a rural community of approximately 800 residents. The College offers courses of study at the undergraduate and Master's levels. Its primary service region is the southeast region of Nebraska, with the majority of out-of-state students coming from southwest Iowa, northwest Missouri and northeast Kansas. The College offers a mix of innovative online and traditional classroom undergraduate and graduate programs, including online graduate degrees in education and organizational management. The College also delivers instruction to high school students through the dual credit program and is governed by the Board of Trustees of the Nebraska State College System.

The College currently employs just under 200 full-time employees, with around 53 full-time faculty. A limited number of individuals, both student and non-student, are employed on a temporary, hourly basis to supplement the permanent staff. Food service and bookstore employees hired by contracted Contractors are not included in the College's employment figures

B. Enrollment Data (Fall)

Year	FTE	Headcount
2015-16	1,602	2,519
2016-17	1,515	2,571
2017-18	1,504	2,349
2018-19	1,610	2,114
2019-20	1,411	2,109
<u>2020-21</u>	<u>1,484</u>	<u>2,632</u>
<u>2021-22</u>	<u>1,412</u>	<u>2,613</u>
<u>2022-23</u>	<u>1,299</u>	<u>2,391</u>

C. Description of Present Vending Services

The current vending contractor with the College provides products for the vending machines from the contractor and its delivery system. These products include, but are not limited to those listed below.

Current vending price list:

ITEM	PRICE
LSS Chips	\$1.50
Snacks and Cookies	\$1.50
Peanuts and Crackers	\$1.00
Standard Size Candy	\$1.75
Larger Size Candy	\$1.75
Pastry	\$1.50
Gum and Mints	\$1.00

III. GENERAL INFORMATION AND PROPOSAL REQUIREMENTS

A. Program Objectives

The College is seeking a qualified contractor to provide Vending services in dispensing equipment as mutually agreed upon. All equipment will be the property of the Vending company. The College's overall goal in soliciting a Contractor to provide Vending services is to improve satisfaction in the providing of refreshments to students. It is essential the Vending contractor manage the equipment and supplies with maximum sensitivity to the needs and concerns of our students, faculty and staff. Products, prices and services must promote confidence the College community is obtaining the best possible combination of quality, customer service and price.

B. Scope of Work

During the term of the Contract between the College and the Contractor, the Contractor shall maintain or expand the current level of Vending services on campus. The successful bidder, by and through its representatives or agents, will be responsible for all product, equipment, service, and revenue. Each bidder should describe in detail, specifications and standards relating to product, equipment, service, maintenance, cash accountability, reporting and performance standards. Each should describe collection/payment procedures, equipment placement recommendations, merchandising, reporting, and all other attributes necessary for the effective transition and implementation of a comprehensive, full-service program.

C. Term

The Contract shall commence on July 1, 2024 and continue for a period of three (3) years with up to one (1) additional one-year term for a maximum of four (4) years ending June 30, 2028.

D. Requirements of a Proposal

In order to be considered responsive to the College's RFP, the Contractor must include and/or acknowledge all of the following in their proposal.

1. RFP Cover Sheet

Return of the RFP cover sheet, signed and filled out as required.

2. Addenda

A written addendum may be issued prior to the bid/proposal opening which may modify, supplement or interpret any portion of this request. No verbal or written information from other sources are authorized as representing the College.

3. LB403 Employee Work Eligibility Status

The contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the contractor is an individual or sole proprietorship, the contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at www.das.state.ne.us. If the contractor indicates on such attestation form that he or she is a qualified alien, the contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. The attestation form and USCIS documents (if applicable) must be attached to the contract. The contractor understands and agrees that lawful presence in the United States is required and the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

4. Equal Opportunity Statement

The College believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and is committed to non-discrimination because of race, color, national origin, sex, sexual orientation, gender identity, disability, religion, or age. To be considered for inclusion as a supplier under this agreement, the bidder must include a statement of the Contractor's commitment to Equal Opportunity Employment.

5. Policies

Contractor's pricing, refund, and discount policies. Include pricing for all categories of items and include your assumptions and recommendations regarding pricing options. The College reserves the right to approve all selling prices.

Identify proposed commission rates for each product category. The commission schedule(s) should reflect alternative proposed policies and corresponding commission rates for each product category. Include proposed delivery and timing of commission payment(s), and all assumptions made supporting your proposal.

6. Exceptions

Summary of any specifications, requirements, terms, conditions, and provisions in

the College's RFP the Contractor will not conform to.

7. Authorization
Signature of authorized officer of the Contractor, with names of each person signing typed or printed below the signature.
8. Complete Client List
A list of locations where the Contractor is currently providing Vending services. For each location indicate the length of time the Contractor has held the contract for the operation, and provide the name, address, and telephone number of an official with the authority over the Vending services who can be contacted concerning the operation while under the management of the Contractor.
9. Financial Statement
A certified financial statement of the Contractor's last two fiscal years.
10. Vending Cost
Detail your company's method to ensure students are presented with the lowest cost Vending options.
11. Management Structure
An organizational chart showing the management structure of the Contractor with a description of the qualifications and credentials and the location of both upper level management and regional management support staff.
12. Corporate Support
Description of corporate support services and programs that will be included by the Contractor.
13. Discontinued Contracts
Provide a discontinued client list of all Vending accounts that were canceled or not renewed in the past five years, including the reason for termination. Provide contact information (name and telephone number) for business administrator responsible for the location.
14. Customer Service
Methods the Contractor will utilize to ensure customer satisfaction with the Vending services provided. The College expects Vending services to fulfill the highest standards of customer service at the most reasonable cost to its consumer base. Convenience, quality, and value are primary considerations. Describe your customer service philosophy. What methods will you use to evaluate the success of your customer service program? What efforts will you make to assess the needs of and gather input from campus stakeholders? Please provide a narrative that illustrates planned improvements to the Vending service and how respondent will ensure quality customer service.
15. Service
The College is committed to exemplary service. Each bidder is required to describe

its service and quality control program for all vending equipment. The College requires the contractor to provide twenty-four (24) hour service and repair of all equipment within twenty-four (24) hours, seven (7) days a week, at no cost to the College.

16. Other

Other such information as the Contractor deems pertinent for consideration by the College.

17. Signed proposal certification (Cover page).

1. **E. Proposal Preparation and Submission** Prospective Contractors are instructed to deliver one (1) electronic and three (3) complete paper copies of the bid and proposal, enclosed in one sealed box or other package, in a manner that assures receipt by 3:00 p.m. local time on January 16, 2024. Please be advised no mail or package carrier guarantees overnight delivery to Peru, Nebraska. The package must be sealed and designated prominently VENDING PROPOSAL. All proposals must be received at Peru State College, PO Box 10, 600 Hoyt Street, Peru, NE 68421 by the January 16 deadline. There will be a formal opening at that time. Any proposal received after the bid closing date and time will not be accepted and returned unopened to the bidder.
2. Proposals may be withdrawn or amended at any time prior to the closing date and time.
3. Proposals shall be signed by an authorized representative of the Contractor. All information requested should be submitted. Failure to submit all information requested may result in the College requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information, may be rejected by the College. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
4. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
5. Each copy of the proposal should be bound or contained in a single volume where practical.
6. Ownership of all data, materials and documentation originated and prepared for the College pursuant to the RFP shall belong exclusively to the College and be subject to public inspection in accordance with the Nebraska Freedom of Information Act. Trade secrets or proprietary information submitted by the Contractor shall not be subject to public disclosure under the Nebraska Freedom of Information Act. **Any confidential or proprietary data must be clearly marked.**
7. The College will evaluate all proposals fairly and equitably based on its opinion of the

Respondent's overall qualifications, customer service record, financial return to the College, fit into culture of the institution, as well as, compliance with the requirements of the RFP.

F. Award

1. Award will be made to the Contractor who is determined by the College to best meet the needs and objectives of the College community. The College reserves the right to reject any or all proposals if they are in its discretion judged unacceptable, to waive any technical or formal defect therein, to accept or reject any part of any proposal, and to award the Contract to other than the Contractor proposing the highest commission return according to its own judgment of its best interest.
2. In awarding the Contract, the College will consider a number of factors in combination in evaluating the proposals submitted. These factors will include the following which are not listed in order of importance:
 - a. Contractor's record of performance and service in higher education operations.
 - b. Contractor's conformance to RFP's specifications, requirements, terms, conditions, and provisions.
 - c. Contractor's response to College's objectives.
 - d. Contractor's pricing policy.
 - e. Service aspects of Contractor's proposal.
 - f. Commission return to the College.
 - g. Customer relations in existing Contractor operated Vending services.
 - h. Contractor's ability to render satisfactory service in this instance.
 - i. Review of recommendations with respect to Contractor's operations at other similar universities and colleges.
 - j. Extent of Contractor's size, credit standing, financial record, stability, and management.
3. Contractors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the College and/or be invited to meet with College officials for clarification and questions. The College will schedule the time and location for these presentations. Oral presentations are an option of the College and may or may not be conducted.
4. After proposals have been reviewed, visits may be made to selected institutions under contract with Contractors to assist the College in its choice of Contractor.
5. Additional information may be requested while bids and proposals are under consideration.
6. The successful Contractor will be notified of the award in writing.

G. Schedule

The schedule for this RFP is as follows:

- | | |
|--|-------------------|
| Release of RFP | November 20, 2023 |
| Written Question Deadline | December 13, 2023 |
| <ul style="list-style-type: none">• Prospective Contractors may submit questions by email to vendingRFP@peru.edu, by mail to Matt Thielen, Associate Vice President for Student Affairs, Peru State College, PO Box 10, Peru NE 68421, or by fax to (402) 872-2407. | |
| Response to Written Questions Posted | December 21, 2023 |
| <ul style="list-style-type: none">• All prospective vendors will be able to view the answers to vendors' questions at the College's website, www.peru.edu/rfp. | |
| Proposal Opening | January 16, 2024 |
| <ul style="list-style-type: none">• Proposals submitted in response to this Request for Proposal must be received by 2:30 p.m. CST on January 16, 2024 in the Office of the Associate Vice President for Student Affairs, Student Center building, Peru, NE 68421, at which time and place the names of prospective contractors submitting proposals will be read in public session. | |
| Award and Notification to Successful Contractor: April 19, 2024 | |
| <ul style="list-style-type: none">• The Board of Trustees will consider approving the recommendation of the Peru State College President for award of a Vending contract. Subsequent to action by the Board of Trustees, all vendors who submitted proposals will be notified of the Board of Trustees' action. | |
| Contract Date and Commencement of Service: July 1, 2024 | |

****Please note**** This schedule is subject to change. In the event that the schedule does change, changes will be posted at www.peru.edu/rfp

IV. Specific Requirements

The following sections of this RFP outline in general terms the service requirements of the College and the rights and responsibilities of both the College and the Contractor. Because a Vending operation is service-oriented, the data, requirements and specifications presented herein are intended to serve only as a general guideline for each Contractor's proposal. While all of the service and administrative requirements promulgated by the College are mandatory, each Contractor is expected and encouraged to submit a full proposal which adequately describes in appropriate detail the features and benefits which would result from selection of their program. Therefore, proposals must incorporate all of the specific data outlined in the following sections as well as a narrative program description.

A. Financial Requirements and Administration

1. Financial Goals. The Contractor shall have complete responsibility for the financial administration of the Vending service. The College places priority on providing a high quality Vending program which represents a good value for students, faculty, staff and guests of the College. The primary objective of the Vending contract will be to provide such a program. However, the Vending program also represents a source of revenue which will enable the College to cover operating expenses of the program, to maintain and enhance facilities and equipment and to address other

campus needs. Therefore, the financial return of the Vending contract to the College will be one of the factors considered during the review and evaluation of proposals. In consideration for this commitment and support, the College requests appropriate compensation. Specify the amount and term of payment and/or compensation proposed by the bidder for Vending contract.

The Vending compensation payment due to the College each year shall be paid on a yearly basis with the payment due by January 31st. All monthly commissions shall be paid on a monthly basis by the fifteenth day of the following month.

Bidders shall specify any percent of sales which they propose to retain as an assessment against the College's unit financial statements for administrative and other support provided by the Contractor which is not a direct expense of the unit's operation. In describing such administrative assessment, the proposal shall be precise in stating the percentage to be retained and the basis for applying the percentage.

The Contractor shall keep full and accurate records of all Vending operations at the College provided under the contract. All such records shall be retained by the Contractor for the duration of this agreement plus three (3) years after the termination of this contract. These records may be audited by the College or its agents at any time during regular working hours.

The Contractor shall provide the Vice President for Administration and Finance and the Vice President for Enrollment Management and Student Affairs of the College with a report on at least an annual basis or other accounting period with applicable information, i.e., sales reports, sales histories, promotional activities, etc.

The College reserves the right to audit any aspect of the Vending contract as performed by the contractor at the contractor's expense. The contractor shall keep full, timely, and accurate records in accordance with generally accepted accounting practices and as may be satisfactory to the College. The contractor shall furnish the College with daily, weekly, monthly or annual reports requested to verify pertinent financial information.

2. Licenses, Permits, and Taxes

- a. The Contractor shall secure and pay for all federal, state, and local licenses and permits required for the Vending services provided for herein. The Contractor shall pay for any and all taxes and assessments attributable to the operation of the Vending services provided herein including but not limited to sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
- b. The Contractor will be granted the right to use the College's name, logo and seal for branding of the Website, provided that the College's name is not used for Contractor/product endorsement.

B. Specific Services to be Provided by Vending Operation

1. Identify your commitment to supply, install, fill, service, and maintain all equipment, and include proposed equipment specifications for additional vending machine placement and new concepts to increase sales and volume.
2. Describe aggressive and timely service standards for a comprehensive, full-service Vending program. Include a plan for enforcing these standards and addressing problems as they arise over the course of the Contract.
3. The College strives to provide the best product mix for customer satisfaction and optimal sales. The College is interested in each bidder's concepts, ideas, and plan for product mix in all Vending categories. The College anticipates this contract partnership will lead to successful sales and volume growth in all Vending categories and request each bidder to provide forecasts and information on market trends relating to volume growth and consumer needs.
4. Vending Services:
The College requires the following for a Vending operation:
 - a. Nine (9) vending machines on the premises of the College
 - i. Machines serviced weekly
 - ii. Machines kept clean
 - iii. Machines stocked
 - iv. Machines kept in working order
 - b. Vendor will not be held responsible for any employee(s), student(s), or other person(s) injury suffered in the process of abusing the machines.
 - c. Vendor will pay all licenses, permits, and taxes on equipment and sales of vending items.
 - d. Vendor will pay a 17.8% commission based on net soft drink vending sales and 12.8% commission on all net snack vending sales.
5. Contractor may propose other additional services.
6. Contractor shall provide additional College Vending services as are reasonably requested by the College.
7. Any changes in services, charges, and discounts must be approved by the College.

C. College's Commitments and Rights

1. Utilities/Basic Services

The College shall provide at no cost to the Contractor the following basic services to the same degree as is standard for all other College facilities and departments.

- Electricity
- Water and sewer
- Heat and air-conditioning
- Building maintenance

2. Other College Rights

- a. Any and all financial records of the Contractor which pertain to the operation at and for the College shall be made accessible upon request. This includes but is not limited to sales records, invoices, operating statements and balance sheets.
- b. The College shall be provided with sales, financial and program information as requested and deemed necessary by the College to administer the Vending contract.
- c. The College will have input into the general price structure for all products offered by the Contractor. Any significant changes or departures from the agreed-upon structure will only become effective by mutual consent of both parties hereto.
- e. The College reserves the right to prohibit products from sale which it considers inappropriate to the educational mission of the College.
- f. The College shall have the right of prior approval of any and all signs, posters, or other advertisements placed on College premises.

D. Insurance, Laws and Regulations

1. The Contractor shall procure, at its own expense, and maintain for the duration of the contract, including any renewals as may be approved, the following insurance coverages under the terms and conditions indicated.

- a. Required Insurance Coverage:

<u>Coverage Type</u>	<u>Minimum Limits</u>
Workers' Compensation coverage for claims of damage because of bodily injury, occupational sickness, disease or death	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence
Commercial General Liability including product liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automotive Liability including hired and non-owned vehicles; Bodily injury and property damage coverage	\$1,000,000 Combined Single Limit
Excess Liability Coverage	\$5,000,000 aggregate

- b. Other Terms and Conditions

- i. Upon notification of award and prior to issuance of a contract, the Contractor shall provide the College a Certificate of Insurance with the required kinds and limits of coverage issued by an insurance company or companies licensed to do business in the State of Nebraska and signed by an authorized agent.
- ii. The Contractor shall add the Board of Trustees of Nebraska State Colleges, doing business as Peru State College and its officers, agents and employees as an additional insured under the commercial general liability policies for purposes of this contract.
- iii. Insurance certificates shall be for the initial contract period and shall be extended by the Contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring company to automatically renew all policies and coverages in force at the start of

and resulting from this contract until specified coverage requirements are revised.

- iv. Policies shall contain a covenant requiring thirty (30) days written notice by the insurer to the College before cancellation, reduction or other modifications of coverage. Such written notice shall be sent to the Vice President for Administration and Finance, Peru State College, PO Box 10, Peru, NE 68421.
 - v. In the event of non-renewal, cancellation or expiration of coverages, the Contractor shall provide the College evidence of the new source or sources of required insurance within fourteen (14) calendar days after the College's receipt of the thirty (30) day notice.
 - vi. In the event the Contractor fails to maintain and keep in force the insurance herein required, the College shall have the right to cancel and terminate the contract without notice.
 - vii. All insurance policies and certificates shall contain a waiver of subrogation provision. Each party hereby releases the other from any claim for recovery for any loss or damage to any of its properties which is insured under valid and collectable insurance policies to the extent of any recovery collectable under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.
 - viii. Commercial General Liability includes but is not limited to: consumption or use of products, existence of equipment or machines on location, and contractual obligations to customers. The Contractor shall bear the full and complete responsibility for all risk of damage or loss of premises, equipment, products or money resulting from any cause including that of sub-Contractors and shall not penalize the College for any losses incurred related to this contract.
 - ix. Excess Liability Coverage is coverage above and beyond the amount specified for the general liability, automobile liability, worker's compensation and employer's liability coverages indicated.
 - x. The Contractor shall bear the full cost of these required insurance coverages.
2. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the College or the State College System, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. The Contractor agrees that no authority or information gained through the existence of this contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by this contract.
3. Contractor and all Contractor employees shall conform to all pertinent laws and College rules and regulations concerning parking, safety, security and access, publication standards, design standards, copyright law and the like. Exemptions may be made under specific circumstances when mutually agreeable to both parties.

4. Contractor shall conduct all of its business at the College under its own name and shall not bind the College in any way. Purchase, delivery, storage and payment considerations related to Vending operations shall be at the sole risk and expense of the Contractor.
5. Contractor shall post a performance bond in the amount of \$25,000 prior to the execution of a final contract. Such a bond shall protect the College from damages resulting from failure on the part of the Contractor to implement the program or sudden failure to perform services as stipulated in the contract. No contract shall be deemed to be in effect until such bond has been received and approved by the College.

V. ACCOUNTING, RECORDS, REPORTS, AND METHODS OF PAYMENT

- A. The Contractor shall pay to the College the commission specified in the Contractor's proposal, which is attached hereto and made a part thereof.
- B. Applicable payments as set in the Contractor's proposal shall be made monthly by the Contractor to the College and shall be paid within 21 days after the close of the month in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year, and will include any adjustments required by the percentage of gross sales formula set forth in the Contractor's proposal. In the event any amount due under this contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.
- C. Each payment shall be accompanied by a detailed statement of its computation and the Contractor shall furnish supporting documentation to the College upon request.

VI. CONTRACT TERM, RENEWALS, EXTENSIONS, CANCELLATION, TERMINATION, REQUIREMENTS, ADDITIONS, ADJUSTMENTS, AND ASSIGNMENTS

- A. The initial contract shall commence on July 1, 2024, and continue for a period of three (3) years with up to one (1) renewable one-year contracts for a maximum of four (4) years ending on June 30, 2028.
- B. In the event the Contractor breaches any of the terms and provisions of the Contract, the College reserves the right to accurately and specifically describe the unsatisfactory performance or condition in a written notice by registered or certified mail to the Contractor and expect this be corrected within a thirty (30) day period from the date the notice is received by the Contractor. If the described performance or condition is not corrected satisfactorily within this time period, a thirty (30) day notice of cancellation of the Contract may be given to the Contractor, by registered or certified mail. Upon providing such written notice, the College may procure the services described herein from other sources, and may hold the Contractor responsible for any and all excess costs or for any and all losses occasioned thereby.

In the event that the College breaches any of the terms and provisions of the Contract, the Contractor reserves the right to accurately and specifically describe the alleged breach in a written notice by registered or certified mail to the College and expect that this breach be corrected within a thirty (30) day period from the date the notice is received by the College. If the described breach is not corrected satisfactorily within this time period, a one hundred eighty (180) day notice of cancellation of this Contract may be given by registered or certified mail to the College.

- C. The failure of either the Contractor or the College to insist upon strict performance of any of the terms or conditions of this Contract shall not be construed as a waiver or relinquishment for the future of any such term or condition, and shall be and shall remain in full force and effect.
- D. Either party to the Contract may make a written request for a review of its provisions and terms at any time and may agree to amend or revise any or all provisions and terms. All such mutually agreed upon adjustments must be in writing, signed by the authorized representatives of both parties, and the Contract amended to include same.
- E. Neither party shall assign nor transfer the Contract or any part of same nor enter into any subcontract for services under this Contract without the prior written approval of the other party.
- F. The Contractor is providing the services described herein as an independent contractor of the College, not as the College's agent or representative. The Contractor shall not, in any manner, use the credit or the name of the College in connection with its business or affairs except as specifically authorized in the Contract or as approved prior to such use by the College.

VII. MISCELLANEOUS

- A. The Contractor shall be knowledgeable about changing college and university Vending trends, new marketing ideas, new merchandise items, and changes evolving throughout the general Vending industry. The Contractor shall incorporate programs of action in response to these changes and trends into the College Vending operation and services, as deemed applicable to the college and university Vending market segment.
- B. The College is only responsible for the costs specified as College costs and contained herein. All other costs, relative to the Contractor's operation of the College Vending operation and Contractor's performance under the terms contained herein shall be the Contractor's responsibility.
- C. The Contractor shall indemnify, hold harmless and defend with competent counsel the Board of Trustees of the Nebraska State Colleges dba Peru State College, its officers, agents, employees, students and guests from and against any and all claims, causes of action, loss, liability, judgment, expenses or costs (including reasonable attorney's fees) and damages arising out of the Contractor's performance or non-performance of the contract to provide Vending services as outlined in this RFP. Under no circumstances

will the Board of Trustees of the Nebraska State Colleges dba Peru State College, its officers, agents, employees, students and guests be liable for any loss whatsoever, including injury to person, death, or damage to property suffered by the Contractor or any third person as a consequence of any negligent or intentional act or omission or other culpable conduct of the Contractor, its agents, servants or employees.