



Oregon State University

**REQUEST FOR PROPOSAL
No. 2023-012120**

**Pouring Rights and
Beverage Vending Services**

CLOSING

September 6, 2023 (2:00 PM, PT)

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- | | |
|-----------------------------------------------------|--------------------------------|
| ▪ Issue Date | June 21, 2023 |
| ▪ Pre-Proposal Conference | July 12, 2023 – 8:30 am PT |
| ▪ Deadline for Requests for Clarification or Change | August 2, 2023 – 2:00 pm PT |
| ▪ Closing | September 6, 2023 – 2:00 pm PT |

This schedule of events is subject to change. Any changes will be made through the issuance of written Addenda.

1.02 PRE-PROPOSAL CONFERENCE

A voluntary pre-Proposal conference will be held in person on July 12th beginning at 8:30 am and ending at 5:00 pm PT at OSU's Corvallis Campus. Please RSVP to the administrative contact listed below including the names of the people who will be attending the pre-proposal conference on Proposer's behalf. Additional details about the pre-proposal conference will be provided prior to the pre-proposal conference.

1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management ("PCMM") department of Oregon State University ("OSU") is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the administrative contact identified below. *Communication during the Request for Proposal process is restricted, please see section 7.02 for more information about communications during the Request for Proposal process.*

1.04 ADMINISTRATIVE CONTACT

Name: Tamara Gash, MBA, CPPO, NIGP-CPP
Title: Associate Director, Procurement and Contracts
Telephone: 541.737.8044
Fax: 541.737.2170
E-Mail: tamara.gash@oregonstate.edu

1.05 DEFINITIONS

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Closing" means the date and time specified in a Request for Proposal as the deadline for submitting offers.
- c. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.
- d. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- e. "Proposal" means a binding offer submitted by an entity in response to a Request for Proposal issued by the university.
- f. "Proposer" means an entity that submits a response to a Request for Proposal issued by the university.
- g. "Request for Proposal" (RFP) means a solicitation document to obtain written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- h. "Responsible" means when an entity has demonstrated their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in OSU Standard 03-015, Sec. 5.16.3.i
- i. "Responsive" means when the Proposal is substantially compliant in all material respects with the criteria outlined in a Request for Proposals.
- j. "Signed" means any mark, word, or symbol that is made or adopted by an entity indicating an intent to be bound.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

OSU is seeking Responsive Responsible Proposers to submit Proposals for Pouring Rights and Beverage Vending Services on the Oregon State University, Corvallis campus. The successful Proposer will be expected to create a comprehensive, integrated beverage program that will increase and maintain customer satisfaction by providing quality beverages, trending products, and state-of-the-art equipment, while partnering with OSU to advance its strategic plan, health, wellness, recycling, sustainability, and student development.

OSU's current campus Pouring Rights and Beverage Vending Services contract with PepsiCo Beverage Sales, LLC was negotiated in 2006 and will expire on June 30, 2024. OSU values the relationship created through a comprehensive exclusive Pouring Rights and Beverage Vending Services contract and remains committed to an aggregated approach for a new contract with a single provider. This partnership opportunity may span a contractual term of 5, 10 or 15 years based on Proposals received and what is determined to be in the best interest of OSU.

2.02 BACKGROUND

a. Oregon State University - General

Founded in 1868 as Oregon's land grant institution, OSU serves the state, the nation, and the world as a premier 21st-century research university. OSU is committed to exceptional research, discovery, innovation, and engagement – and to integrating its research and engagement mission with the delivery of a high-quality, globally relevant, and affordable education for the people of Oregon and beyond. OSU is one of only three land, sea, space, and sun grant universities in the U.S. and is the only university in Oregon to have earned both Carnegie Classifications for Very High Research Activity and Community Engagement.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, [the Hatfield Marine Sciences Center](#) in Newport and [OSU-Cascades Campus](#) in Bend. OSU offers undergraduate, master's and doctoral degrees through 11 academic colleges enrolling more than 35,000 students from every county in Oregon, every state in the country and more than 105 nations. Of the 35,000 students, approximately 5,200 reside in on-campus housing. The OSU Corvallis campus is also home to approximately 13,000 full-time and part-time faculty and staff. *Please note: these numbers are given as a guide only and are not a guarantee of future enrollment, housing occupancy or meal plan participation.*

OSU's 570-acre main campus is in the city of Corvallis, a vibrant college town of nearly 58,000 in the heart of Western Oregon's Willamette Valley. The campus is located within the traditional homelands of the Mary's River or Ampinefu Band of Kalapuya. Following the Willamette Valley Treaty of 1855 (Kalapuya etc. Treaty), Kalapuya people were forcibly removed to reservations in Western Oregon. Today, living descendants of these people are a part of the Confederated Tribes of Grand Ronde Community of Oregon and the Confederated Tribes of the Siletz Indians.

b. Partnership

Oregon State University has partnered with PepsiCo Beverage Sales, LLC to develop and advance university strategic efforts. As we look at this opportunity for partnership through Pouring Rights in the future, we are interested in how the Proposer can work with OSU to advance the following efforts:

- *Diversity, Equity and Inclusion:* [OSU strategic plan](#) has a goal to develop a culture of belonging, collaboration, and innovation. Part of this is building an organizational culture founded on the values of inclusion and mutual respect, collaboration, and humility, so that people from every background are welcomed.

- *Health and Wellness*: OSU’s teaching and research in health and nutrition are at the forefront of addressing rapidly changing needs. We know that health and wellness are critical for students’ academic and personal success, and we want to nurture healthier options on campus for students, faculty, and staff.
- *Recycling and Sustainability*: OSU has had some form of recycling on campus since 1970, and now has a recycling department that collects from all buildings on campus and processes millions of pounds of recycling and compost per year. OSU develops and maintains a cost effective and efficient waste management program that focuses on reducing, reusing, and recycling with trash disposal as a last resort. In addition, OSU is committed to sustainability and reducing its greenhouse gas (carbon) emissions. In 2022, OSU leadership, the Sustainability Office and the Faculty Senate Carbon Commitment Committee created the OSU Path to Carbon Neutrality. The Path is a plan with nine actions that accelerate decarbonization of university activities.
- *Student Development*: Students are at the heart of everything we do at OSU. We strive to improve students’ health and well-being, academic success, and career opportunities. OSU creates networks of support that help students on their educational path to graduation in order to move forward with skills for a better future.

c. Stakeholders

OSU manages and operates on-campus dining, cafés, restaurants, food and beverage kiosks, convenience stores and catering services. Levy Restaurants has a contract to operate and manage food and beverage service concessions at all athletic facilities. Levy’s contract with OSU contains provisions requiring their adherence to the Pouring Rights and Beverage Vending Services contract while operating at the OSU Corvallis campus.

Other contractors on campus who manage or provide food and beverage service must comply with the Pouring Rights and Beverage Vending Services contract. The OSU Bookstore and OSU Foundation are separate non-profit entities that have a physical presence on OSU’s Corvallis campus but are not under the auspices and control of OSU and are not contractually obligated to comply with the Pouring Rights and Beverage Vending Services contract.

The resulting Pouring Rights and Beverage Vending Services contract will be managed and maintained by three primary stakeholders: Memorial Union, University Housing and Dining Services, and Intercollegiate Athletics (“Stakeholders”.) These Stakeholders comprise a majority of the beverage and vending sales on campus.

i) Memorial Union (“MU”)

The MU is the campus student union and supports the University mission by creating community centered inclusive facilities and environments, providing formal and informal gathering spaces that build meaningful relationships. We are a student-centered organization that fosters student engagement through events, activities, and employment. The Memorial Union Commons leases space to three fast food vendors who must abide by the Pouring Rights and Beverage Vending Services contract. In addition, the Memorial Union has oversight of the beverage and snack vending machines for campus with the exception of vending machines in facilities managed by University Housing and Dining Services or Intercollegiate Athletic.

ii) University Housing and Dining Services (“UHDS”)

UHDS provides students, faculty, staff, and guests with safe, economical, convenient, and comfortable living, dining, and catering. On the Corvallis campus UHDS houses approximately 5,200 students and offers a variety of living and dining options in 15 residence halls, three dining centers, 10-14 retail and coffee shop locations across campus, a market, and a limited number of

student and family apartments. UHDS is an auxiliary enterprise and is funded solely by customers who use their services with no state or general fund allocation.

As part of OSU's comprehensive first-year experience, first-year students, with very few exceptions, are required to live on campus. All on-campus residents are required to choose one of four dining plans, which provide students with Dining Dollars to spend at any of the restaurants, cafes, and stores operated by UHDS. In addition to operating housing, dining, and catering, UHDS has an on-campus Residential Conferences program offering housing accommodations and food service to a variety of camps and conference groups primarily during the summer months (late June through Labor Day).

UHDS operates and serves faculty, staff, students and the public in the following locations with beverage service as indicated in the service notes column. UHDS dining facilities accept cash, debit, credit, Dining Dollars and Orange Cash cards.

Location	Beverage Service Venue	Service Notes
Arnold Dining Center 681 SW 26th St	Southside Station @ Arnold	Multi-concept Dining Center with a central beverage line. Fountain & bottled beverages in multi-door cooler.
	University Catering	Bottled/Canned beverages displayed at events via various methods: e.g., Texas Tankers, Iceman cooler barrels, Tabletop beverage receptacles.
International Living Learning Center 1701 SW Western Blvd	Cascadia Market & Café	Grocery/Convenience store with bottled beverages in multi-door cooler. Café with limited bottled beverages.
Weatherford Hall 300 SW 26th St	Bings Café	Bottled beverages in three door cooler.
Marketplace West Dining Center 351 SW 30th St	Clubhouse Deli	Fountain and bottled beverages in a two-door cooler. Fountain drinks are agave based.
	Cooper's Creek	Shared fountain and limited bottled beverages via a countertop cooler.
	Ring of Fire	Shared fountain.
	Serrano	Fountain and limited bottled beverages via a countertop cooler.
	Tomassito's Italian Cafe	Fountain.
	West Side Grill	Fountain and limited bottled beverages via a countertop cooler.
	EBGB's	Convenience store with bottled beverages in various coolers.
	Night Bites	Late night delivery operation offering larger and regular sized bottled beverages.

Location	Beverage Service Venue	Service Notes
McNary Dining Center 1300 SW Jefferson Way	East Side Eats	Fountain and bottled beverages in various multi-door cooler.
	Calabaloo's	Fountain
	Five Four One	Limited bottled beverages that are no sugar, natural and organic only.
	La Calle	Limited bottled beverages in small cooler.
	Raintree Café	Bottled beverages in a cooler.
	MainSqueeze	Convenience store with bottled beverages in various coolers.
Memorial Union 2501 SW Jefferson Way	Off the Quad	Bottled beverages in a cooler.
Memorial Union 2501 SW Jefferson Way	Java Stop	Fountain, bottled beverages in a two-door cooler.
	Bites Convenience Store	Fountain, large selection of bottled beverages and multiple coolers.
	North Porch Café	Bottled beverages, two-door cooler
	Rocket Burger	Agave based fountain beverages.
Dixon Recreation Center 425 SW 26th St	Dixon Café	Bottled beverages and coolers.
Valley Library 201 SW Waldo Place	Java II	Large selection of bottled beverages and multiple coolers.
Kelly Engineering Building 2500 NW Monroe Street	E. Cafe	Fountain, bottled beverages, and a cooler.
Linus Pauling Building 2900 SW Campus Way	Ava's Café	Fountain, bottled beverages, and a cooler.
Austin Hall 2715 SW Jefferson Ave	Trader Bings Café	Fountain, bottled beverages, and a cooler.
Learning Innovation Center 165 SW Sackett Place	The Dam	Large selection of bottled beverages, and multiple coolers
Magruder Hall 700 SW 30th Street	Coffee Corral	Bottled beverages, and a cooler.

iii) Intercollegiate Athletics ("Athletics")

OSU is a member of the Pac-12 Conference and offers a broad-based intercollegiate athletics program that provides student athletes with opportunities in sixteen sports. This experience, at the highest level (Division I) of the National Collegiate Athletic Association ("NCAA"), enriches the collegiate experience for those who are privileged to participate while they pursue a quality education.

The OSU athletic facilities covered by the contract include:

- Reser Stadium
- Valley Football Center
- Merrit Truax Indoor Practice Facility
- Gill Coliseum
- Goss Stadium
- Whyte Track and Field Center
- Kelly Field
- Paul Lorenz Field

d. OSU Purchases

The following represents the OSU’s purchase volume in raw cases of sales for the last six (6) fiscal years through the existing contract. Time periods are for OSU’s fiscal year July 1st – June 30th. Detailed beverage purchases by type and size are available for 2021/2022 in **Exhibit B**.

Type	2015/ 2016	2016/ 2017	2017/ 2018	2018/ 2019	2019/ 2020	2020/ 2021	2021/ 2022
Bottle & Can	76,081	76,654	72,954	72,299	52,543	24,243	62,449
Vending	6,444	6,467	7,106	5,778	4,155	692	3,319
Fountain	9,629	9,695	8,450	7,892	4,944	986	4,231
Total	92,154	92,816	88,510	85,969	61,642	25,921	69,999

Sales volume data provided in this RFP is for information purposes only and is not a guarantee of future volume or sales. Sales earned by the contractor may be more or less than in prior years.

e. Vending Sales

The following represents OSU’s beverage vending volume for the last fiscal year through the existing contract. Time periods are for OSU’s fiscal year July 1st – June 30th.

OSU Fiscal Year 21/22	Units Sold	Revenue
July	215	\$ 523.00
August	5607	\$ 13,798.00
September	2283	\$ 5,988.00
October	3655	\$ 19,424.00
November	5532	\$ 14,667.00
December	4275	\$ 11,020.00
January	4249	\$ 10,854.00
February	4037	\$ 9,755.00
March	3957	\$ 9,625.00
April	7516	\$ 16,555.00
May	5229	\$ 12,814.00
June	5069	\$ 13,135.00
TOTAL	51624	\$ 138,158.00

f. Equipment

The list included in **Exhibit C** details the equipment types and locations installed by PepsiCo Beverage Sales, LLC as of May 2023. This list is included for information purposes so that Proposers have an idea of the types and quantities of equipment currently provided.

3.0 CONTRACT

3.01 CONTRACT SCOPE OF WORK AND TERMS & CONDITIONS

A contract containing the anticipated scope of work and contractual terms and conditions is included in **Exhibit A**.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

To qualify as a Responsive Proposer, the Proposer needs to meet the following minimum qualifications.

- a. Proposer must have a product portfolio encompassing the following types of beverages:
 - a. Carbonated sodas (bottled, cans, and fountain)
 - b. Fruit juices (bottled or cans)
 - c. Teas (bottled)
 - d. Coffee (bottled)
 - e. Water (bottled)
 - f. Sports drinks (bottled)
- b. Proposer must have at least five (5) years of successful delivering the above product portfolio to higher education clients; and
- c. Proposer must have the locations and resources to provide delivery and service within 4 hours to the OSU Corvallis campus.

5.0 SUBMISSION AND SUBMITTALS

5.01 SUBMISSION

Proposers must submit their Proposal as attachment(s) in an e-mail to bids@oregonstate.edu. Electronic versions must be sized appropriately for transfer (under 150 mb per email.) Multiple emails may be sent to submit Proposal attachments as necessary.

Proposals must be received, in their entirety, by PCMM no later than the Closing date and time indicated in the schedule of events. The e-mail subject line should contain the RFP number and RFP title. Only those Proposals received at this e-mail address by the Closing date and time will be considered Responsive. Do not e-mail a copy of the Proposal to any other OSU e-mail addresses.

It is highly recommended that the Proposer confirms receipt of the email with the OSU Administrative Contact noted in this RFP. The OSU Administrative Contact may verify receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal or address the overall Responsiveness of the Proposal.

5.02 SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it may cause the Proposal to be deemed non-Responsive.

Each part of the Proposal should be complete so that the evaluation of both Part I and Part II can be accomplished independently and concurrently.

a. Cover Letter

The Proposal should include a Cover Letter including the following:

- i) The name, title and contact information of: 1) a primary contact person who may be reached throughout the evaluation period, and 2) an individual with authority to negotiate and contractually bind the Proposer;

- ii) A statement that the Proposer meets all the minimum qualifications described in the RFP (See, Section 4.01); and
- iii) A statement affirming that neither Proposer nor any individual assigned to provide all or part of the services to OSU have any conflicts of interest with OSU, or its respective governing bodies, committees, or employees. If the Proposer cannot provide such a statement because of a conflict of interest, state the nature of the conflict, and describe the provisions that will be made to address the conflict.

b. Part I: Technical and Management Proposal

The Proposer's name and the words "OSU Pouring Rights and Beverage Vending Services RFP Part I – Technical and Management Proposal" clearly listed on the cover of the Part I Proposal.

- i) Title Page:
Name, title, and contact information of the Proposer including name of the person(s) who prepared the Proposal.
- ii) Table of Contents
- iii) Minimum Qualifications:
Provide evidence that Proposer meets the minimum qualifications described in the RFP (See, Section 4.01).
- iv) Company Overview:
Provide an overview of Proposer's company, including:
 - A. A brief history of the company, especially as it relates to the higher education market, including revenue levels, number of current accounts, years in business, and quantity/type of staff.
 - B. Mission, vision, and values: Include a copy of the company's mission, vision, and values and how that is evident in daily work throughout the company.
 - C. Current clients: Provide a list of all current higher education clients and contract start and end dates.
 - D. Former clients: Provide a list of clients (higher education clients preferred if available) where Proposer's services have: 1) been terminated (either by Proposer or by the client), or 2) resulted in a notice of cure from the client. Provide the following information regarding these clients:
 - Name and address of the company
 - Name and title of client contact
 - Telephone number and email of client contact
 - Date and reason for termination, or notice of cure
 - E. A description of Proposer's internal administrative systems, including but not limited to, inventory control, reporting of sales, and internal audit.
- v) Management Profile:
Provide (i) an organizational chart or short profile of Proposer's management structure and (ii) a plan for administrative management and supervision of staff required to implement the services under this RFP. This should include a description of any regional or headquarters support and the resumes of key personnel, including those employees who would be responsible for the contract if it were awarded to Proposer.
- vi) Product Description and Pricing:

Submit a comprehensive list of all beverages to be offered at OSU if Proposer is selected for Contract award. List should be organized in a table and include the following columns:

- Category or Item Description
- Item Name
- Container Type (bottle, can, bib)
- Container Size (in ounces or gallons)
- Case Count
- Price per case or per unit for gallon size containers

Separately, submit a list of all beverage service containers (cups, containers, and lids) available for OSU to purchase under a contract. The list should be organized in a table with columns applicable to the products offered and include price.

vii) Product Expansion:

Include information on what Proposer does to expand new products and respond to trends and changes in customer beverage preferences.

viii) Equipment and Maintenance:

A. Submit a list of future equipment (quantity, type, and placement locations) Proposer intends to provide OSU's Corvallis campus. Include visual representations of equipment.

B. If your Proposal does not include supplying all new equipment at the start of the contract, provide a schedule or plan for phasing in new equipment.

C. Describe Proposer's program for preventative maintenance and regular replacement of worn, malfunctioning or damaged equipment. This should include all beverage equipment.

D. Provide information about the type of card readers installed on beverage vending machines and how those will work with "OSU's "Orange Cash" card which connects to Atrium using Apriva.

E. Please note which, if any, vending machines are available with "OSU branded wrapping" and if available, please provide photos or illustrative representations of wrapped machines.

ix) Partnership

Describe how Proposer has advanced the following efforts within Proposer's own company and at other higher education clients. Include details if there are any commitments offered as part of your Proposal.

A. Diversity, Equity and Inclusion:

Describe programs and initiatives that company has implemented to increase diversity, equity and inclusion.

B. Health and Wellness:

Describe any proposed awareness campaigns, strategies in support of health and wellness, and initiatives to encourage the use and purchase of healthier beverages.

C. Recycling and Sustainability:

Describe any programs for encouraging recycling and sustainability.

D. Student Development:

Describe any student career development programs and employment opportunities for students and graduates. Describe how Proposer engages with students about these or other opportunities.

x) Additional Information:

Provide any other information you believe will be helpful to the selection committee in evaluating your Proposal.

c. Part II: Financial Proposal

i) Financial Proposal - **Exhibit D**:

In a separately saved document, provide the Financial Proposal by completing **Exhibit D**; feel free to attach additional pages if needed. Proposer should base its Financial Proposal on three different options with the variable being the duration of the contract for 5, 10, or 15 years. Proposers should indicate which duration of contract is preferred on **Exhibit D**. Financial Proposals should include provision for the following:

- A. Signing Bonus (optional): a one-time upfront signing bonus payable upon contract execution;
- B. Annual Incentive: an Annual Incentive payment to OSU for the rights granted in **Exhibit A**, based on a beverage sales volume of 75,000;
- C. Volume Increase Rebate: an additional rebate per case or unit for gallon size containers, for sales exceeding 75,000;
- D. Athletic Sponsorship: an annual dollar value that Proposer commits to sponsor athletic opportunities through the Contract and for which Contractor will receive an equivalent value of athletic assets.
- E. Donated Product: donated product in dollars per year to be offered to OSU for use as needed throughout the fiscal year;
- F. Student Scholarships: dollar value of student scholarships offered;
- G. Beverage Vending Commission % Rate: percent of beverage vending gross sales, that OSU will receive if higher than the Minimum Beverage Vending Revenue;
- H. Minimum Beverage Vending Revenue: minimum annual amount OSU will receive for beverage vending sales; and
- I. Any other discounts, incentives, or other financial considerations that Proposer wishes to offer.

ii) Certifications - **Exhibit F**

iii) References - **Exhibit G**

Include at least five current references from higher education clients, with a preference for references located within the Pacific Northwest.

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. **Determination of Responsiveness:**
OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who do not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 03-010, Sec. 5.17.
- b. **First Stage Evaluation:**
Those Proposals determined to be Responsive will be evaluated and scored based on the evaluation criteria listed below. Scores will be used to determine which Proposers fall within a competitive range. The competitive range consists of Proposers whose scores, when viewed alongside all Proposals, form a group of the highest scoring Proposers that rise above a natural break in the scores.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, written notice of intent to award the contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.
- c. **Second Stage Evaluation:**
If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:
 - i) Issue an invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal.
 - ii) Engage in discussions with and receive best and final Proposals from all Proposers in the competitive range or all Proposers submitting Responsive Proposals.
- d. **Additional Stages of Evaluation:**
If after completion of the second stage of evaluation, an award is not made, OSU may add another stage or multiple stages of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 EVALUATION CRITERIA

First stage evaluation of Proposals will employ the following criteria:

Company & Management – 5%

- Higher education experience, mission, vision, values, internal administrative systems, inventory control, reporting of sales, and internal audit.
- Organizational chart, management structure, administrative management of account, regional headquarters support, and key personnel.

Product – 25%

- Current product mix and plans for expanding product.

Equipment and Maintenance – 5%

- Equipment to be provided, plan for phasing in new equipment, beverage vending card readers, and proposed OSU branding on vending machines.

Partnership – 15%

- Diversity, Equity and Inclusion; Health and Wellness; Recycling and Sustainability, and Student Development.

Financial Proposal – 50%

- Financial Proposal from **Exhibit D** calculated as follows for one year:
 - Signing Bonus (optional)
 - + Annual Incentive
 - + Volume Increase Rebate (an estimate will be used for evaluation purposes only)
 - + Value of Athletic Sponsorship
 - + Donated Product
 - + Student Scholarships
 - + Beverage Vending Commission % x Actual Beverage Vending Sales for 2021/2022
 - + Beverage Vending Minimum Commission, if higher than Beverage Vending Commission %
 - +/- Any other discounts or financial considerations
 - - Product Pricing (a market basket will be used for evaluation purposes only)

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence negotiations with some or all Responsive Proposers within the competitive range.

6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the contract after the announcement of the notice of intent to award in order to complete its investigation.

6.05 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer for award.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Standards and Policies. OSU Standards 03-010 and 03-015 govern OSU's procurement activities. This RFP, and any dispute arising out of this RFP, shall be construed in accordance with, and governed by, the laws of the State of Oregon. Any other action to enforce any provision of this RFP or to obtain any relief from or remedy in connection with this RFP may be brought only in the Circuit Court of Oregon for Benton County.

7.02 COMMUNICATIONS DURING RFP PROCESS

Proposers are prohibited from communicating with OSU employees, other than the Administrative Contact, or any party in a position to create an advantage for the bidder or disadvantage for other bidders with respect to this RFP process or award of a new contract. This restricted period of communication begins on the date the RFP is issued and ends with the conclusion of the appeal period following notice of intent to award. This restriction does not apply to communications during a pre-Proposal conference or other situations where the OSU Administrative Contact is present. A Proposer who intentionally violates this requirement or otherwise benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures.

7.03 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the schedule of events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an

Addendum. Requests must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.04 ADDENDA

Only documents issued as written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

7.05 PREPARATION AND SIGNATURE

All Proposals requiring signature must be Signed by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

7.06 PUBLIC RECORD

Upon completion of the RFP process, information in all Proposals will become subject records that can be disclosed under Oregon Public Records Law. Oregon Revised Statute 192.345 contains exemptions from disclosure including “trade secrets”, which may include, but are not limited to: any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it. NOTE: Price is not considered a trade secret.

If a Proposal contains “trade secrets” the Proposer must only mark those sections of the Proposal with the words “TRADE SECRET” prior to, and at the end of, the trade secret information; *provided*, that such mark shall not be sufficient to make any information a “trade secret.” Only bona fide “trade secrets” may be exempt and only if public interest does not require disclosure, and OSU may make the determination about whether any portion of a Proposal is a “trade secret” at its sole discretion. Marks or claims that the entirety of a Proposal is “trade secret” or “confidential” WILL RESULT IN NONE OF THE PROPOSAL BEING TREATED AS SUCH.

7.08 MODIFICATION

Modification of a Proposal after submittal but prior to Closing may be completed by submitting a written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Closing, Proposers may not modify their Proposal.

7.09 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a written notice to the Administrative Contact identified in this Request for Proposal prior to the Closing. The written notice must be on the Proposer’s letterhead and Signed by an authorized representative of the Proposer.

7.10 LATE SUBMITTALS

Proposals and written notices of modification or withdrawal must be received no later than the Closing date and time. For purposes of this RFP, the official date and time is the date and time that the email is received at the bids@oregonstate.edu email address. OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Proposer to ensure OSU’s receipt of its Proposal prior to Closing. OSU shall not be responsible for any delays or misdeliveries caused by transmission errors, malfunctions, or electronic delays including those within OSU’s network. IT IS THE PROPOSER’S RESPONSIBILITY TO ENSURE OSU HAS RECEIVED THE PROPOSAL BY CLOSING DAY AND TIME. Any risks associated with electronic transmission of the Proposal are borne by the Proposer.

7.11 PROPOSAL OPENING

Proposals will be opened immediately following the Closing. Proposers may request to attend a virtual Proposal opening which may be conducted via Zoom or other electronic meeting platform. Please inform the OSU Administrative Contract if you would like to attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.12 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. Any failure or unwillingness by Proposer to execute a contract with OSU containing the terms and conditions specified in this Request for Proposal shall subject Proposer's award to potential revocation. In the event that terms and conditions specified in the Request for Proposal are further negotiated by Proposer, subsequent to award and prior to contract execution, OSU expressly reserves the right to modify its expectations related to other terms and adjust the proposed contract accordingly. Should the terms and conditions specified in the Request for Proposal not be reflected in a mutually agreed upon contract at execution, the parties shall work together in good faith to equitably reflect any such discrepancies with respect to other aspects of the executed contract.

All Proposals, upon submission to OSU, will become its property for use as deemed appropriate. By submitting a Proposal, the Proposer covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information.

Proposers are expected to have assessed the conditions that may affect goods and services to be provided. Proposer will be conclusively presumed to have full knowledge of any and all conditions affecting in any way the performance of the work to be performed under the contract that were or should have been discovered by a reasonably prudent Proposer. It is each Proposer's responsibility to familiarize itself with relevant facilities at OSU, and Proposer assumes full responsibility to provide goods and/or services as specified herein pursuant to its Proposal, if accepted by OSU.

7.14 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's written finding that it is in the public interest to do so. Notification of rejection along with appeal rights will be sent to Proposers whose Proposal is rejected.

7.15 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.16 CONTRACT REVIEW AND NEGOTIATION

Prior to execution of a Contract, the Contract may be reviewed and negotiated. This review may result in modifications of the applicable terms and conditions specified on OSU's website, in the RFP, Exhibits, Addenda, or those proposed by a bidder. OSU's negotiation of, or acceptance of alternate terms and conditions, is at OSU's discretion as may be in the best interest of OSU.

7.17 APPROVALS

Contract award is subject to all required OSU approvals. OSU will have no obligation or liability whatsoever to the Proposer selected as result of this RFP unless and until a contract satisfactory to OSU is approved and executed by both parties.

7.18 PROPOSAL RESULTS

A written notice of intent to award will be issued to all Responsive Proposers along with appeal rights for aggrieved Proposers. The Proposal file will be available for Responsive Proposer's review during the appeal period. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After

the appeal period, the file will be available by making a Public Records Request to OSU's Public Records Office.

7.19 PROPOSAL PREPARATION COST

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

7.20 PROPOSAL CANCELLATION

If a Request for Proposal is cancelled prior to the Closing, all Proposals that may have already been received will be deleted. If a Request for Proposal is cancelled after the Closing or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING SERVICES CONTRACT

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**EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING CONTRACT**



**CONTRACT FOR THE PURCHASE OF
POURING RIGHTS AND
BEVERAGE VENDING SERVICES
CONTRACT NO. 2023-012120**

This Contract is between Oregon State University ("OSU") and [Contractor's name] ("Contractor").

WHEREAS OSU competitively solicited for the services outlined in this Contract under Request for Proposal number 2023-012120 entitled Pouring Rights and Beverage Vending Services and Contractor was selected as the Proposer best able to provide this service; and

WHEREAS Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services.

NOW, THEREFORE, OSU and Contractor agree as follows:

1. DEFINITIONS

When used in this Contract, the following words have the meanings set forth in this section:

- 1.1. "Athletics" means the department of Intercollegiate Athletics at Oregon State University.
- 1.2. "Beaver Sports Properties" or "BSP" means Beaver Sports Properties, LLC, a Missouri limited liability company, the wholly owned subsidiary of Learfield Communications, Inc. that is under exclusive contract with Athletics for certain promotions, sponsorships, broadcast rights and to market and sell multi-media rights related to Athletics.
- 1.3. "Beverage" means all canned, bottled, or syrup-based non-alcoholic carbonated and non-carbonated beverages, which will be comprised of sodas, juices, teas, water, sports drinks, and coffee drinks, except that "Beverage" does not include the following:
 - Any kind of plain or flavored milk, milk alternatives, or milk products including milkshakes.
 - Fresh-pressed or made to order vegetable and fruit juices including smoothies.
 - Fresh-brewed coffee, tea, chocolate, or cider products whether cold or hot.
 - Any barista prepared drinks.
 - Tap water, hydration stations, water coolers, and flavored or plain water in 1-gallon or larger containers.
 - Hydration or nutritional drinks for athletes who participate in Athletics.
 - Culturally specific beverages.
 - Products bearing the name Red Bull, and Starbucks.
 - Products for which Contractor has no directly competing products.

An initial list of Beverages and pricing to be supplied by Contractor is attached to this Contract as Attachment A, Beverage and Price List. Conflict in the determination of what constitutes a Beverage will be resolved jointly by OSU and Contractor. If the parties cannot resolve the conflict, OSU's determination controls.

- 1.4. "Beverage Equipment" means Beverage vending machines, refrigerated product coolers, fountain dispensers, ice machines, carbon dioxide tanks, switchover technology, gas and syrup lines, vending cash accepters and card readers, and any other equipment or technology for use in the sale of Beverages under this Contract.

**EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING CONTRACT**

- 1.5. "Corvallis Campus" means the area inside OSU's campus boundaries identified in red in Attachment B, OSU Corvallis Campus Map, as it now exists or may be amended by OSU from time to time during the term of this Contract. It does not include extension sites, experiment stations, satellite operations (OSU in Portland or Hatfield Marine Science Center), or other campuses (Cascades Campus or any other sites that in the future may become an OSU campus). In addition, it does not include the OSU Bookstore, OSU Foundation, or any locations of separate entities that have a physical presence on OSU's Corvallis Campus.
- 1.6. "Marks" means the approved names and logos of OSU, as shown in Attachment C, Approved Names and Logos of OSU, as may be amended by OSU from time to time.
- 1.7. "Memorial Union" or "MU" means the building and organization on the OSU Corvallis Campus by that name.
- 1.8. "Sponsorship Activation" means the approved products and assets Contractor may use to manufacture, advertise, distribute, and sell Beverages, as listed in Attachment D, Approved Products and Assets.
- 1.9. "Stakeholders" means University Housing and Dining Services, the Memorial Union, and Athletics or any combination thereof.
- 1.10. "University Housing and Dining Services" or "UHDS" means the department of University Housing & Dining Services at Oregon State University.

2. CONTRACT TERM AND TERMINATION:

2.1. Contract Term

This Contract is effective on [insert date] and expires on [insert date].

2.2. Termination

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract, or that otherwise makes this contract unlawful; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default if Contractor is in breach of any of the terms of this Contract, including without limitation if (a) Contractor fails to timely provide services or materials as required by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failure(s) within ten (10) days. Termination of this Contract under this section or any other section shall not prejudice to OSU's other rights and remedies available to it under this Contract and at law or in equity.

EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING CONTRACT

2.3. Remedies for Contractor's Default

In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of offset. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

3. GRANT OF RIGHTS:

3.1. Beverage Services Rights

Subject to the terms and exceptions set forth in this Contract, OSU hereby grants to Contractor an exclusive right to supply, sell, distribute, and vend Beverages (hereinafter "Beverage Services") at locations as requested by OSU on the Corvallis Campus including:

- At catered events, and when OSU's Catering department is catering at off-site venues.
- Donation of Beverages for OSU's use or distribution.
- Sponsorships of conferences, events, and programs when located on the Corvallis Campus.
- Sampling of Beverages on the Corvallis Campus.
- Designation as the official Beverage partner of Athletics.

In addition, subject to the terms of this Contract, Contractor shall be permitted to sell OSU licensed and branded Beverages using OSU Marks through Contractor's normal distribution channels off campus.

In exchange for the exclusive rights, Contractor will, as further set forth herein:

- Supply, deliver and stock Beverages.
- Supply, deliver, install, and repair all Beverage Equipment.
- Advertise and market Beverages on the Corvallis Campus at current prices, if applicable.
- Make shelf space available at UHDS and MU retail locations for milk, milk alternatives, and non-competing products not offered in Contractor's portfolio.

3.2. Permitted Exceptions

Contractor's exclusive rights for provision of Beverage Services under section 3.1 do not include or pertain to:

- Advertising in OSU student newspapers and publications, or sponsorship of programs on any student-run OSU radio or television stations.
- Athletic events or tournaments, including but not limited to NCAA events and Pac-12 Conference or other athletic conference events.
- Events "presented by" a competing Beverage provider on the Corvallis Campus.

EXHIBIT A
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- Consumption by students, faculty, staff, or campus visitors of competitive Beverages purchased outside a Corvallis Campus location for personal consumption or for consumption by their group, office, or organization and not for resale or distribution.
- OSU's existing contract in the Athletics venues for Gatorade. At the conclusion of that contract, Contractor may have the opportunity to buy the exclusivity at the higher of either the market value or the amount set out in the expired contract.
- Research funded by competitors, so long as only the company name is used to acknowledge the research, and acknowledgement does not include advertising the competitor's products or services (including messages containing qualitative or comparative language, price information, or other indications of savings or value, an endorsement, or an inducement to purchase, sell, or use such products or services).

3.3. Additional OSU Locations

During the term of this Contract, OSU, in its sole discretion, may choose to offer to Contractor the opportunity to provide Beverage Services at other locations outside of the Corvallis Campus. In the event OSU and Contractor agree that extension of the Beverage Services to additional locations is appropriate and desired, both parties agree to negotiate financial requirements and any additional terms and conditions and make those modifications through written amendment to this Contract.

To the extent OSU permits Contractor to provide any service to OSU locations outside of the Corvallis Campus and such permission is not documented through an amendment to this Contract, such permission shall constitute only a temporary courtesy and does not grant Contractor any ongoing rights to provide services to such locations.

4. PRODUCT MIX AND PRICING

4.1. Product Mix and Availability

Contractor shall provide for retail sale a mix of Beverage products and packages as agreed to by the parties. The initial Beverage product and package mix are set forth in Attachment A, Beverages and Service Containers Price List. Newly developed, produced or acquired products, not available as of the date of this Contract, may be added after OSU consent and through written amendment of this Contract. Both parties agree to discuss availability, pricing, financial requirements and any additional terms and conditions necessary to make available newly developed, produced or acquired products, subject to OSU's approval at its sole discretion.

Contractor will provide each Beverage in sufficient quantities as may be required by OSU to fulfill its needs under this Contract. If Contractor fails to provide sufficient quantities requested by OSU within a reasonable timeframe as specified by OSU, then OSU may obtain a substitute beverage for any such Beverage. If Contractor fails to provide sufficient quantities of each Beverage within 30 days of initial notification, then OSU in addition to pursuing remedies available elsewhere in this Contract, may remove the unavailable product from the definition of Beverage. This does not limit the availability of other remedies set forth in this Contract.

4.2. Product Responsibility

Contractor agrees to only carry products that have a positive reputation in the media. If, in OSU's sole discretion, a product generates a negative reputation in the media, OSU has the right to immediately remove, and/or require Contractor to remove, the product from the Corvallis Campus and no longer permit the product in the future. In addition, OSU may replace the product with a similar competing product.

EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING CONTRACT

4.3. Beverage Service Containers

Contractor shall provide beverage cups, containers, and lids to OSU for resale at the prices listed in Attachment A, Beverages and Service Containers Price List. Contractor prices for such items should be competitively priced. OSU may use self-branded and generic cups and lids and may purchase them from other suppliers if available at prices lower than those offered by Contractor.

4.4. Beverage and Product Pricing

Contractor shall sell Beverages and product to OSU at prices no higher than those set forth in Attachment A. Contractor must adhere to and maintain the price commitments and incentives listed in Attachment A for a minimum of three (3) years.

After three (3) years, Contractor may request that pricing be increased once per year with an effective date of September 1. Any agreed price increase shall not exceed the lower of either three percent (3%) or the 12-month percentage change for annual data from the prior year using the Bureau of Labor Statistics Consumer Price Index ("CPI"), West Region, unadjusted data for Nonalcoholic Beverages and Beverage Materials.

Contractor will submit price increase requests, in writing, to OSU's Contract Administrator no later than July 1 for an effective date of September 1. For price increases to take effect, OSU must approve of Contractor's requested price increase in writing and amend this Contract by the effective date.

4.5. Vending Sale Prices

Contractor's vending sale prices will be in alignment with OSU's retail sale pricing. When vending sale pricing is out of alignment, Contractor will adjust vending sale prices in order to bring vending sale prices into alignment.

Contractor will submit vending sale price increase requests, in writing, to OSU's Contract Administrator no later than June 1 for an effective date of September 1. For vending sale price increases to take effect, OSU must approve of Contractor's requested vending sale price increase in writing by July 1.

Contractor will communicate the vending sale price increase to customers by displaying a notice on all vending machines a minimum of 60 days before the vending sale pricing increase will take effect.

4.6. FOB Destination

All prices are FOB destination, including transportation costs, packaging, crates, containers, loading, unloading and any other requirements necessary to complete delivery on an FOB destination basis.

4.7. Additional Fees and Surcharges

No additional fees or surcharges above the prices stated in Attachment A are allowed including but not limited to fuel surcharges, environmental fees, increased labor charges, or minimum order fees.

5. DELIVERIES AND STOCKING

5.1. Product Deliveries

All deliveries are to be made by Contractor upon request by the individual Stakeholders with no minimum order quantities. Each Stakeholder represents a different OSU operational unit. Orders

EXHIBIT A
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placed by a Stakeholder will be packaged and delivered specifically for that Stakeholder and will not be combined with other Stakeholders' deliveries. Some Stakeholders may have multiple locations to which deliveries are required. Contractor will work with Stakeholder to establish delivery routes, locations, and specific schedules. Deliveries must be coordinated with each Stakeholder.

5.2. Delivery Schedules

Contractor will deliver a minimum of three days between Monday and Friday each week when there are deliveries to be made. Products will only be delivered between the hours of 6:00 am – 10:00 am. In the event deliveries are delayed due to abnormal weather conditions or other reasons, beyond the control of Contractor, it is the responsibility of Contractor to notify the Stakeholder with an update of the expected delivery time. Special requests for Beverages will be delivered within 4 hours of request for such.

5.3. Delivery Receipt

An official delivery ticket will accompany each delivery showing the Contract number, date of delivery, product quantities included in delivery, unit prices, line-item totals and extended grand total. The ticket will be presented to, and signature requested from the individual authorized to accept deliveries by the Stakeholder.

5.4. Delivery to Campus Facilities

Due to campus traffic conditions and loading dock limitations, deliveries will be difficult or impossible if made by tractor-trailer truck. Contractor will be responsible for facilitating delivery to each location specified by Stakeholders in a manner reasonably acceptable to the Stakeholders.

5.5. Beverage Stocking in Refrigerated Coolers

Contractor will stock, clean and face displayed Beverages in refrigerated coolers and vending units. Beverages will only be stocked between the hours of 6:00 am – 10:00 am or 2:00 pm to 5:00 pm, with a preference from OSU for the earlier time slot. Contractor's representative will check in with Stakeholder's manager on duty when arriving on site to stock. Contractor will remove debris created when stocking Beverages and dispose or recycle of debris appropriately.

Contractor will manage the inventory of Beverages at each location by stocking in the First-In-First-Out (FIFO) method. Contractor will pick up and issue credit for items that are damaged, stale, and, as communicated to Contractor by OSU, slow sellers. Changes in stocking layouts must be approved by Stakeholder before change is made by Contractor.

5.6. Beverage Stocking in Vending Machines

All of the vending machines will be stocked by Contractor with Beverages on a regular basis dependent upon the throughput of each individual machine. Contractor will be responsible for monitoring the throughput of all machines, as well as anticipating the impact of all OSU regular and special programs which could impact specific machines' throughput. Contractor will ensure that all vending machines are appropriately stocked and resolve "out of order", "out of stock" or stale Beverages within 24 hours after notification.

6. BEVERAGE EQUIPMENT

6.1. General

Contractor will install new, replace or upgrade all existing Beverage Equipment on a schedule determined and agreed to by OSU and Contractor at no cost to OSU. Contractor will supply, stock, deliver, install, maintain, and repair all Beverage Equipment, including all piping/tubing/connections

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and related paraphernalia, to make all of Contractor's Beverage Equipment operationally ready at no cost to OSU. Contractor will also provide any additional Beverage Equipment, or remove Beverage Equipment, associated with facilities growth, remodeling, or increased demand during the term of the Contract. Contractor will coordinate the delivery and installation of its Beverage Equipment with Stakeholders.

All new, replacement or upgraded Beverage Equipment must be unused, heavy-duty commercial, EnergyStar® qualified, and of the latest model available from a nationally known manufacturer. Specific models of Beverage Equipment will be agreed-upon between Contractor and OSU at time of ordering. Stakeholders, in consultation with Contractor, will determine the operating location of Beverage Equipment. Nothing in this Contract will prevent Contractor's provision of Beverage Equipment of a higher quality.

6.2. Promotions, Promotional Supplies and Equipment

All promotions, promotional supplies and related equipment must be approved by Stakeholder prior to implementation. Location of promotional supplies and equipment will be designated by OSU with input from Contractor. Contractor will provide any necessary supplies and equipment to implement Contractor's sales promotions (e.g., signage, end-cap coolers, counter-top coolers, full size visicoolers, floatation barrels, and point-of-sale displays.)

6.3. Contractor's Property

All Beverage Equipment provided by Contractor is and will remain the property of Contractor. Contractor is required to keep an accurate inventory of all Beverage Equipment including at a minimum: locations, model, type, description, and value.

6.4. Beverage Equipment Replacement or Upgrades

During the term of this Contract, Contractor will work with Stakeholders to replace or upgrade older Beverage Equipment. Contractor and OSU will discuss and mutually decide on replacements based on problems and issues related to the Beverage Equipment's age, appearance, technical advances, and potential energy-usage savings.

6.5. Fountain Equipment

All fountain equipment must be of the most recent design of proven efficiency, be a complete operational system and include:

- Ability to operate on a 1, 2.5, 3 or 5-gallon bag-in-the box ("BIB") design.
- Multi-head, high volume capacity.
- Ability to dispense carbonated and non-carbonated water.
- Water filters and separate water supply shut offs.
- Locks and/or shut-off devices and filtered with a stainless steel, vented, double check valve backflow.
- 50lb capacity carbon dioxide tanks with capped faucet and with automatic switch over equipment.
- Ice dispensers where needed and/or requested by OSU.
- Syrup system with rack, tanks or boxes, couplers, tubing and pumps.
- Plumbing from wall to fountain dispenser including shutoff valve, water regulators filters, tubing, and drain.
- Refrigeration – ice cooled, electrical cooling.
- Valves with covers, nozzles/diffusers, actuators, brix, flow control, and block.
- Easy and full disassembly of all Beverage contact surfaces for routine cleaning and sanitizing.
- Overall clean appearance with merchandiser, cabinet, and cup dispenser.

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- Design of the fountain lit promotional display will be approved by OSU prior to placement.

Contractor will stock all fountain equipment with Beverages on a weekly or bi-weekly basis as needed. Contractor will provide all carbon dioxide as needed at no cost to OSU. Contractor will provide OSU with educational information about the equipment including daily cleaning procedure, product rotation, wall chart and basic troubleshooting. Contractor will supply portable fountain service equipment for campus events as needed by Stakeholders.

6.6. Refrigerated Product Coolers

OSU must approve installation of refrigerated product coolers in different locations other than those locations where they are already installed. All refrigerated product coolers will meet the latest ADA standards.

6.7. Beverage Vending Machines

OSU must approve installation of vending machines in different locations other than those locations where vending machines are already installed as of the effective date of this Contract. Each Beverage vending machine will be installed with a non-resettable counter that correctly identifies the number of products dispensed and the amount of revenue received. All vending equipment will be sufficiently placarded to allow for identification and reporting of any issues related to the machine. All vending equipment will meet the latest ADA standards.

As a convenience, and not subject to the Beverage Services rights granted under this Contract, when requested by OSU, Contractor will review and if feasible, provide vending to OSU associated programs located outside of the OSU Corvallis Campus for the time period and to the extent determined by OSU. If vending is provided under this option, all applicable sections of this Contract will apply including commission.

6.7.1. Vending Equipment Damage

Losses incurred from the operation of vending equipment due to theft, fire, vandalism, damage, etc., will be absorbed by Contractor, will not be the responsibility of OSU, and are not to be factors in the computation of OSU commissions. Contractor will promptly repair or replace any lost or damaged equipment.

6.7.2. Cash and Card Accepters

Each Beverage vending machine will accept coins, bills and make change. For new installations, coin and bill accepters and changers must be new, heavy-duty commercial, and of the latest model available from a nationally known manufacturer.

Each Beverage vending machine will also include card readers that accept credit, debit, and "smart" cards, including OSU's "Orange Cash Card" which connects to Atrium using Apriva, but may change during the term of this Contract, in which case Contractor shall update its card readers. Contractor will be responsible for providing connectivity for the card readers.

6.7.3. Cellular Wireless Connections

Contractor will install, and maintain as operational, cellular wireless connections to connect card readers. In some instances, card readers may not be feasible due to limitations in cellular wireless reception. In this case, Contractor is not required to install card readers. Contractor's installation of any additional machines with card reader reception will be tested and fully functional before operation.

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Contractor will bear the cost of installing and maintaining the wireless card readers and all associated wireless charges. Contractor will set all wireless readers for single transactions so that each transaction is cleared fully before another transaction occurs.

6.7.4. Data Protection / PCI DSS Compliance

6.7.4.1. Contractor acknowledges and agrees that it is responsible for the security of all OSU customer cardholder data in its possession, and that such data may only be used for completing the contracted services identified in this Contract, or as required by the PCI DSS or applicable law.

6.7.4.2. Contractor represents, warrants and covenants that for the life of the contract and while Contractor has involvement with OSU customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Contractor is required to annually, on the anniversary of date the contract is fully executed, provide a copy of its Attestation of Compliance (AOC) to OSU. If requested at any other time, Contractor shall furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request.

6.7.4.3. Contractor will inform OSU within 24 hours if it has knowledge of a security breach or reason to believe that a security breach is reasonably likely to have occurred. Contractor agrees to indemnify and hold OSU, its officers, board members, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), damages and expenses arising out of or relating to any loss of OSU customer credit card or identity information managed, retained, or maintained by Contractor, or their subcontractors, agents, representatives, or affiliates, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor must inform all customers whose card holder data was affected in accordance with applicable law.

6.7.4.4. Contractor agrees that notwithstanding anything to the contrary in the Contract or amendment, OSU may terminate the Contract immediately without penalty upon notice to the Contractor in the event Contractor fails to maintain compliance with the PCI DSS or fails to maintain confidentiality or integrity of any cardholder data.

7. SERVICE AND MAINTENANCE

7.1. Preventative Maintenance

[Contractor's Preventative Maintenance program will be added after contract award.]

7.2. Maintenance and Service

Contractor will, at own expense, maintain and repair Beverage Equipment promptly to good working order. Contractor will provide service on a year-round basis, 24 hours a day, seven (7) days a week.

7.3. Service Calls

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Contractor will maintain a 24-hour service hot-line, including weekends and holidays for Stakeholder's use. Contractor will arrive to service Beverage Equipment within four (4) hours of a service call. Contractor will maintain a log of all service calls received and the disposition of each. This log will be available for OSU's review upon request.

7.4. Temporary Beverage Equipment

Contractor will provide a temporary unit to replace any Beverage Equipment that cannot be returned to full service within five (5) calendar days of OSU's first service call. Temporary unit will be in place at the end of the five (5) calendar day period. After five (5) calendar days if the Beverage Equipment is not returned to full service and a temporary unit is not in place, Contractor will be subject to a \$100 fee per day until a fully operational unit is in place.

7.5. Beverage Equipment Replacement

Contractor will replace any Beverage Equipment that has frequently recurring maintenance and/or mechanical problems with a permanent replacement unit. For purposes of this section "frequently recurring" means six (6) or more service calls within thirty (30) calendar days. Any replacement Beverage Equipment will be of equal or superior quality to the Beverage Equipment originally installed.

7.6. Service Levels and Escalation

[Contractor's plan for service levels and escalation will be added after contract award.]

8. STAFF

8.1. Provision of Staff

Contractor will provide experienced and qualified staff in numbers sufficient to ensure efficient, hygienic and orderly performance of the Beverage Services. Contractor's staff will behave with courtesy and professionalism in dealing with the Corvallis Campus community.

Contractor's staff will comply with OSU's rules, regulations, standards and policies, as well as all applicable provisions of this Contract. Failure to do so is grounds for OSU to require Contractor to immediately remove a staff member from all OSU owned or controlled properties. Nothing in this Contract will be deemed to relieve Contractor from liability for any deficiencies in performance by Contractor's staff.

8.2. Reassignment

OSU may require Contractor to reassign a Contractor employee or agent to no longer perform work under this Contract if, at any time, OSU determines at its sole discretion that the Contractor employee or agent is performing unsatisfactorily or may create a danger to the health or safety of OSU and its campus community.

8.3. Uniforms

Contractor's staff that perform deliveries, stocking, installation, maintenance, or repair will wear neat and clean company uniforms appropriate to their positions while on duty. Contractor is responsible for all costs attendant to providing and replacing such uniforms.

8.4. Designated Manager

8.4.1. Contractor will designate an experienced and capable manager ("Manager") who will be responsible at all times for implementation of this Contract.

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- 8.4.2. Contractor and OSU agree that the Manager is an individual whose special qualifications and involvement in Contractor's performance of services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to OSU the expertise, experience, judgment, and personal attention required to perform services provided under this Contract.
- 8.4.3. Neither Contractor nor the Manager shall delegate on-going performance of services to others without first obtaining OSU's written consent. Further, Contractor shall not, without first obtaining OSU's prior written consent, re-assign or transfer the Manager to other duties or positions so that the Manager is no longer available to OSU. If Contractor requests OSU to approve a re-assignment or transfer of the Manager, OSU shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Manager.
- 8.4.4. Contractor will provide OSU with the Manager's office telephone, cell-phone number and e-mail address. Contractor will keep this information current at all times.
- 8.4.5. In a temporary absence of the Manager, Contractor will designate an alternate employee to provide continuation of services during the absence. If the Manager's absence is expected to last for a duration of 2 months or longer, Contractor will designate an alternate Manager under the same terms and conditions as the Manager.
- 8.4.6. The intent of this provision is to give OSU access at all times to an individual with full authority to make decisions on behalf of Contractor. Nothing in this section is intended to preclude OSU from directly discussing matters relating to this Contract with any of Contractor's staff.

8.5. Background Checks

- 8.5.1. The facilities that comprise the Corvallis Campus are designated as critical, occupied or security sensitive facilities. Thus, Contractor shall conduct criminal background checks, including sex offender registration checks, (for both: Oregon at a minimum and national for Contractor employees who formerly lived outside of the state of Oregon) on each Contractor employee and agent with satisfactory results before referral or placement at any Corvallis Campus location.
- 8.5.2. Disqualifying crimes include 1) felony convictions of any kind within the last eight (8) years, 2) all crimes involving weapons of any kind ever committed, 3) all person-to-person crimes involving physical injury to another person ever committed, 4) sexual offenses of any kind ever committed, including stalking, and 5) child abuse, molestation, child pornography or other crimes involving child endangerment, including neglect and abandonment of any kind ever committed.
- 8.5.3. Contractor will require Contractor's employees and agents to self-disclose to Contractor any new convictions that occur within three business days of the conviction and Contractor shall immediately reassess the individual's assignment under this Contract.
- 8.5.4. OSU, at its discretion, may require Contractor to reassign a Contractor's employee to no longer perform work under this Contract or for OSU if, at any time, OSU believes that the Contractor's employee may create a danger to health or safety of the university community.

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- 8.5.5. Contractor is solely responsible for complying with all applicable federal, state or local laws, rules and regulations, including but not limited to the Fair Credit Reporting Act and equal opportunity laws and regulations, when conducting background checks. The costs and Fair Credit Reporting Act obligations for criminal background checks are the responsibility of Contractor.
- 8.5.6. Contractor shall maintain a security log including a list of Contractor employees working in, accessing, or who will enter OSU's critical, occupied or security-sensitive facilities; verification of each Contractor employee's satisfactory and unsatisfactory results of criminal background checks; each Contractor employee's site assignment; and each revocation of a Contractor employee's site assignment. Contractor shall update and maintain the security log during the duration of the contract and twenty-four (24) months after. Contractor shall provide OSU with access to the security log for audit and copying purposes within twenty-four (24) hours of OSU's request.
- 8.5.7. Contractor shall require Contractor's subcontractors and agents providing services under this Contract to comply with this provision. OSU may audit Contractor's background check processes at any time to ensure compliance with this section. Failure of Contractor to comply with this section is a material breach of the Contract and may result in OSU seeking monetary damages or pursuing other remedies, Contractor termination by OSU without further liability or obligation, or both. Contractor shall indemnify, defend, and hold harmless OSU and its directors, agents, trustees and employees from all claims, suits, and actions arising out of or related to any and all claims relating to the conducting of such checks and any adverse action that may be taken as a result of such checks.
- 8.5.8. Contractor will perform the criminal background checks within the 12 months immediately preceding the Contractor employee's referral or placement at any OSU work location.
- 8.6. **Drug and Alcohol Testing**
The Contractor will conduct drug and alcohol testing of each Contractor employee with satisfactory background check results before their referral or placement at any Corvallis Campus location. Contractor will perform the drug and alcohol checks within the 12 months immediately preceding the Contractor employee's referral or placement at any Corvallis Campus location.
- 8.7. **Access to Residence Halls**
Contractor must check out an access FOB from the University Housing and Dining Services Maintenance Center in order to access any of the residence halls. UHDS Maintenance Center is open 8:00 am – 4:30 pm Monday – Friday.

9. FINANCIAL REQUIREMENTS

9.1. Payment to OSU

9.1.1. Annual Payments

In consideration of the Beverage Services rights granted, Contractor will pay OSU the amounts indicated below on an annual basis.

Funding Description	Amount
Annual Incentive	\$[]*
Volume Increase Rebate	\$[]

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Student Scholarships	\$[]
Misc. 1	\$[]
Misc. 2	\$[]

*The Annual Incentive amount identified above is subject to a Volume Threshold of 75,000 Units (“Volume Threshold”) for the period July 1 through June 30, which correlates to OSU’s fiscal year.

Commencing on July 1, 2024, and on July 1, every year thereafter, Contractor will pay OSU 90% of the Annual Incentive. The remaining 10% (“Annual Incentive Retainer”), and the Volume Increase Rebate will be withheld by Contractor and is subject to the Funding Reconciliation described below. All other amounts are due to OSU no later than July 1.

9.1.1.1. Funding Reconciliation

Contractor will provide OSU with the sales volumes no later than August 1 of each year with respect to the prior year, including Contractor’s reconciliation calculations based on the following:

- If OSU achieves a sales volume of 100% of the Volume Threshold, Contractor shall pay OSU the 10% Annual Incentive Retainer that was withheld for a total of 100%.
- If OSU achieves a sales volume below 100% of the Volume Threshold, a percentage of the Annual Incentive equal to the percentage that the sales volume is below 100% will be deducted from the Annual Incentive Retainer withheld by the Contractor. (Example: 95% of volume is attained then 5% of Annual Incentive (which represents half of the Annual Incentive Retainer) will be kept by Contractor and Contractor will pay OSU an amount of the Annual Incentive Retainer that equals 5% of the Annual Incentive.)
- If OSU achieves a sales volume below 90% of the Volume Threshold, a percentage of the Annual Incentive equal to the percentage that the sales volume is below 100%, minus the 10% Annual Incentive Retainer, will be reimbursed by OSU. (Example: 85% of volume is attained then all of the Annual Incentive Retainer will be kept by Contractor and OSU will reimburse Contractor 5% of the Annual Incentive.)
- If OSU achieves a sales volume above 100% of the Volume Threshold, Contractor will pay OSU the Volume Increase Rebate [to be completed after contract award].

Any amounts owing under the funding reconciliation will be due by October 1 of each year.

9.1.1.2. Form of Payment

All annual payments made pursuant to this Contract will be made by check to the OSU Contract Administrator.

9.1.2. Beverage Vending Commission

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Contractor will pay OSU a commission of % on gross revenues from all vended Beverages. Commission payments will be made by check no later than the 10th of each month and distributed as follows:

- Beverage vending machines located in UHDS facilities will be submitted to the Director of Operations and Facilities.
- Beverage vending machines located in Athletic facilities will be submitted to the Chief Financial Officer for Intercollegiate Athletics.
- Beverage vending machines located in any all-other facilities will be submitted to the Director of the Memorial Union.

9.1.3. Monthly Vending Reports

Contractor will provide a complete monthly report of vending operations and commissions paid to the Stakeholders by the 10th of each month. Monthly report will include both the beginning and ending meter readings from vending operations sorted by different types of sales (cash or card sales.) The report will be sorted by building, showing the gross receipts on each machine, the commission thereon, the total commission for each building, and the grand total for OSU Corvallis Campus and auxiliary locations. The report will also include machines that are out of order. An electronic re-sortable copy of the report will also be available, upon stakeholder request.

9.1.4. Donated Product

[Donated Product information will be added after contract award.]

9.1.5. Late Payments

Late payments are subject to a late payment fee of one-and-one-half percent (1-1/2%) per month, or portion thereof, of any balance due.

9.1.6. Acceptance

The receipt or acceptance by OSU of any statements or payments made hereunder to shall not preclude OSU from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they will immediately be rectified by Contractor and the appropriate payment will be made by Contractor to OSU.

9.2. Payment to Contractor

Contractor will send accurate invoices directly to the individual Stakeholder who ordered, received, and accepted the Beverages. The method of invoicing is subject to approval by OSU. The method of invoicing shall be uniformly applied to all OSU Stakeholder invoices. At a minimum Contractor shall include the following in each invoice:

- Quantity Ordered
- Quantity Delivered
- Date of Delivery
- Price per Unit
- Total by Line Item (price per unit * quantity delivered)
- Total Invoiced Amount

Invoices that are submitted with discrepancies or errors will not be paid, nor will they accrue any late payment charges until corrected and resubmitted by Contractor. Invoices that are not corrected within 30 days after notice of need for correction will not be paid.

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OSU will pay Contractor for the Beverages at the prices and rates specified in Attachment A herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor.

Payment of OSU invoices is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance.

9.3. Financial Reporting

Contractor will prioritize the reporting needs of OSU and will be flexible to develop and provide any reporting requested. All reporting will be done on a fiscal year basis (July 1 – June 30); Contractor will provide all other reasonable data or formats requested by OSU in a timely fashion.

Contractor will prepare and submit to OSU, at the Business Review, a comprehensive financial summary showing all transactions with and payments to OSU.

10. BUSINESS REVIEWS

Contractor will participate in periodic in-person meetings where the parties get together to discuss different aspects of the contract and business operations (“Business Review”) as requested by the OSU Contract Administrator. During the first year of the Contract, Contractor and OSU will participate in Business Reviews quarterly. After the first year, the Business Reviews will be held semi-annually in the Fall and Spring. The Fall Business Review will focus on financial information, sales data and volumes from the preceding fiscal year (July 1 – June 30) and the Spring Business Review will focus on current marketing data nationally and locally as available.

11. ATHLETICS

11.1. Athletic Sponsorships

[Additional information about Athletic Sponsorships will be added after contract award.]

11.2. Compliance with Sports Organizations Rules

Contractor shall not take any action or enter into any agreements related to this Contract that would violate any rules or regulations of PAC-12, any other athletic conference of which OSU is a member, NCAA, or any other applicable governing sports organizations.

11.3. Athletics Facility Concessionaire

Contractor will work directly with OSU Athletics’ current contracted food concessionaire to determine the Beverage Equipment and levels of service personnel needed at all OSU Athletics events. All Beverage vending machines available to the public and located in Athletic facilities must be decommissioned when the Athletics facility concessionaire is operating.

12. PARTNERSHIP

[Additional information about Contractor’s partnership will be added after contract award.]

12.1. Diversity, Equity and Inclusion

[To be completed after contract award]

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- 12.2. Health and Wellness
[To be completed after contract award]
- 12.3. Recycling and Sustainability
[To be completed after contract award]
- 12.4. Student Development.
[To be completed after contract award]

13. INTELLECTUAL PROPERTY LICENSE AND SPONSORSHIP RIGHTS

13.1. Grant of License and Restrictions

Subject to the terms of this contract, OSU hereby grants to Contractor, a non-exclusive, non-transferable, revocable license to use the Marks, solely in connection with the Sponsorship Activation of the Beverages as listed in Attachment C: Approved Names and Logos of OSU, within the United States of America, its territories and possessions, and United States military bases abroad and for the duration of the contract.

Nothing in this contract shall be construed to prevent OSU from granting any other licenses or rights for use of the Marks. OSU retains all rights to use and license the Marks.

The right granted in this Contract to Contractor shall be non-divisible and shall not be transferable or assignable without OSU's prior written consent, which OSU may withhold in its sole and absolute discretion. Any such assignment or transfer without such consent shall be void and of no effect.

13.2. Ownership and Protection of Rights

Contractor recognizes the great value of the goodwill associated with the Marks and acknowledges that such goodwill belongs exclusively to OSU. Contractor acknowledges OSU's exclusive right, title and interest in and to the Marks and will not at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. Contractor shall not in any manner represent that it has any ownership in the Marks or in any registration, and the Contractor acknowledges that use of the Marks shall not create any right, title, or interest in favor of the Contractor, but all uses of the Marks by the Contractor shall inure to the benefit of OSU.

Contractor shall not register or attempt to register the Marks or any confusingly similar mark in any country or territory.

Contractor shall use the highest ethical standards in its business activities and shall not do anything to bring OSU into an unfavorable light. If OSU determines, at its sole discretion, that any business activities of Contractor or use of the Marks portrays OSU in an unfavorable or unauthorized manner, then Contractor shall cease such activities immediately upon notice from OSU.

Upon expiration or termination of this Contract, whichever occurs first, Contractor will cease and desist from all use of the Marks in any way and will deliver to OSU all advertising, promotional materials and signage containing the Marks.

Contractor agrees to assist OSU in the protection of the rights of OSU in and to the Marks and shall provide, at reasonable cost to be borne by OSU, any evidence, documents, and testimony concerning the use by Contractor of the Marks, which OSU may request for the use in obtaining,

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defending, or enforcing rights in any OSU Marks or related application or registration. Contractor shall notify OSU in writing of any infringements by others of the Marks of which it is aware. OSU shall have the right to determine whether any action shall be taken on account of any alleged infringements. Contractor shall not institute any suit or take any action on account of any alleged infringements without first obtaining the written authorization of OSU. Contractor agrees that it is not entitled to share in any proceeds received by OSU (by settlement or otherwise) in connection with any formal or informal action brought by OSU.

13.3. Use of the OSU Marks

The Marks shall be displayed only in accordance with the rules provided by OSU. Such rules are described in Attachment D: Approved Products and Assets of this Contract. OSU may change these rules from time to time, and Contractor agrees to comply in all respects with the amended requirements of such rules. Contractor will have reasonable time, in no event less than thirty (30) days, to comply with the changes in such rules.

The Marks shall only be used as outlined in Attachment D: Approved Products and Assets. Any additional use must be approved by OSU in writing and may be subject to additional financial terms, which must be mutually agreed upon by Contractor and OSU.

13.4. Procedure for Approval

Contractor understands and agrees that it is an essential condition of this Contract to protect the standards and good reputations of OSU and agrees that all Sponsorship Activation shall be of high and consistent quality, subject to the prior written approval and continuing supervision and control of OSU. Contractor shall submit all Sponsorship Activation to OSU in a timely fashion to ensure that OSU has adequate time to review such materials prior to the date of their proposed use by Contractor, and Contractor must receive prior written quality control approval by OSU as provided herein.

Prior to the manufacture, use, distribution or sale of any Sponsorship Activation, Contractor shall submit to OSU for approval, at Contractor's expense and in the format required by OSU, at least one sample of each proposed Sponsorship Activation as the same would be manufactured, used, distributed or sold. If OSU approves in writing the proposed Sponsorship Activation, the same shall be accepted to serve as an example of quality for that Sponsorship Activation, and production quantities may be manufactured by Contractor in strict conformity with the approved sample. All approvals provided herein are effective only for the Term in which Contractor has submitted and OSU has approved the Sponsorship Activation unless Contractor is otherwise notified in writing by OSU. Contractor shall not depart from the approved quality standards in any material respect without the prior written approval of OSU. Sponsorship Activation not meeting those standards shall not be distributed or sold under any circumstances without OSU's prior written authorization.

OSU shall have the right to test, inspect and monitor any and all use of the Marks for the purposes of maintaining quality control standards. If applicable, Contractor shall permit OSU's authorized representative to enter the Contractor's business during regular business hours, with or without advance notice, for the purposes of inspecting to assure Contractor's compliance with the terms of this section. Contractor shall promptly correct and remedy any deficiencies in its use of the Marks and conformance to the quality control standards upon reasonable notice from OSU.

If OSU notifies Contractor of any defect in any Sponsorship Activation or of any deviation from the approved use of any of the Marks, Contractor shall have fifteen (15) days from the date of notification from OSU to correct every noted defect or deviation. Defective Sponsorship Activation in Licensee's inventory shall not be used, distributed or sold and shall, upon request by OSU, be

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immediately recalled from the marketplace and destroyed or submitted to OSU, at OSU's option and at Contractor's expense. However, if it is possible to correct all defects in the Sponsorship Activation in Contractor's inventory, said items may be distributed or sold after all defects are corrected to the satisfaction of OSU, which shall be indicated in writing.

Any unauthorized or unapproved use by Contractor of any Marks shall constitute grounds for immediate termination of this Contract and also may result in action against Contractor for trademark infringement and/or unfair competition, other applicable claims, and collection of monetary damages.

14. INSURANCE

14.1. General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

14.2. Automobile Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Minimum Coverage shall not be less than \$2,000,000 combined single limit per occurrence.

14.3. Property Insurance

The Contractor will maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is present on OSU owned or controlled property.

14.4. Crime Insurance

The Contractor will maintain during the term of the Contract Crime Insurance, to include employee dishonesty coverage, which includes coverage for all directors, officers, agents, and employees of the Contractor with minimum limits of \$1,000,000 per loss. Coverage should be provided using ISO form CR 00 01 Employee Dishonesty Coverage Form or its equivalent and must include ISO endorsement CR 04 01 Clients' Property or its equivalent and ISO endorsement CR 20 14 Loss Payable or its equivalent. The coverage shall not contain a condition requiring an arrest and conviction.

14.5. Cyber Liability or Privacy and Network Liability Insurance

Contractor will maintain during the term of the Contract, Cyber Liability or Privacy and Network Liability Insurance with minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate. The insurance shall provide coverage for the following risks: 1. Liability arising from theft, dissemination and/or use of confidential or personal information stored or transmitted in electronic form, 2. Network security liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure, 3. Liability

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arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related or phone related property and the data, software, and programs thereon. In the event that the cyber liability or privacy and network liability insurance required by this Contract is written on a claims-made basis, Contractor performing under this Contract warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period or "tail coverage" will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

14.6. Primary Coverage

Insurance carried by Contractor under this Contract shall be primary and non-contributory.

14.7. Subcontractors

If Contractor enters into subcontracts for any services to be provided by Contractor to OSU, Contractor shall require that all subcontractors maintain insurance meeting all the requirements of Contractor stated in this section.

14.8. Workers' Compensation

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

14.9. Certificates of Insurance

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to the OSU Contract Administrator, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

14.10. Notice of Cancellation or Change

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice will be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker will notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

15. INDEMNIFICATION

15.1. Indemnity

Contractor shall indemnify, hold harmless and, not excluding OSU's right to participate, defend OSU and its officers, board members, employees, agents and other representatives from and against all liabilities, claims, actions, damages, losses, or expenses, including without limitation reasonable attorneys' fees and costs, that: (i) are caused or alleged to be caused, in whole or in part, by any breach by Contractor of any term or condition of this Contract or by the negligence, omissions, wrongful acts or willful misconduct of the Contractor or any of its officers, directors, agents, employees, or subcontractors; (ii) allege Contractor's services, information or materials

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supplied by Contactor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party; or (iii) are caused or alleged to be caused by any product liability claims or suits related to the use or consumption of products purchased from Contractor.

15.2. Defense

Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

16. LAWS AND POLICIES:

16.1. Applicable Law; Jurisdiction and Venue

16.1.1. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance, or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.

16.1.2. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.

16.1.3. Except as set forth in paragraph (b), the parties' consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

16.2. Compliance with Applicable Laws and Policies

The parties shall at all times comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations, and policies.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment

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Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

16.3. Public Records Law Notice

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.311-192.355).

16.4. Safety and Health Requirements/Hazard Communication

Services supplied under this Contract must comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor will notify OSU prior to using products containing hazardous chemicals to which OSU students or employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR Ch. 437, for the products subject to this provision.

16.5. Firearms Policy; Weapons and Destructive Devices

Contractor and Contractor's employees, agents, and subcontractors must comply with OSU policy that prohibits the possession of firearms, weapons, and destructive devices on OSU property. See OSU policy on Firearms and OSU policy on Weapons and Destructive Devices 576-065 for more information.

16.6. Parking

Contractor and Contractor's employees, agents, and subcontractors doing business on the Corvallis Campus must park in compliance with OSU Standard 07-025 Vehicle Use and Parking. Vehicles parked not in compliance with OSU Standard are subject to parking citations and/or towing off campus. Expenses resulting from Contractor's parking violations are solely Contractor's expense.

16.7. Sexual Misconduct and Discrimination

Contractor and Contractor's employees, agents, and subcontractors must comply with OSU's policy on Sexual Misconduct and Discrimination 05-001 and are prohibited from engaging in sexual violence, harassment, and discrimination of members of the OSU community.

16.8. Smoking Policy

OSU has a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces, vehicles, and vaping. See Smoking and Tobacco Use on University Property 07-020 for more information.

16.9. OSU Policies and Standards

Contractor shall comply with all applicable university policies and standards which can be found at <https://policy.oregonstate.edu/>

17. GENERAL TERMS AND CONDITIONS:

EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING CONTRACT

17.1. Order of Precedence

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

17.2. No Third-Party Beneficiary

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties.

17.3. Assignment/Subcontract/Delegation

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

17.4. Waiver

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy, or condition.

17.5. Access to Records and Audit

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than once per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

17.6. Government Employment Status

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulations, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

17.7. Independent Contractor Status

**EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING CONTRACT**

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee, or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

17.8. Notice

A party giving or making any notice, request, demand, or other communication (each a "Notice") pursuant to this Contract must give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed below. Notice to OSU is to be delivered to the contact identified below except where this Contract expressly directs or permits delivery of Notice to a different contact.

Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this section.

For Oregon State University

OSU Contract Administrator
Tamara Gash
Associate Director, Procurement and Contract Services
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-8044
Fax: (541) 737-2170
E-mail: tamara.gash@oregonstate.edu

For Contractor

[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

17.9. Recycled Products

Contractors will use recycled products, as defined in ORS 279A.010 (1)(ii), to the maximum extent economically feasible in the performance of the Contract.

17.10. Sales and Use Taxes

OSU shall pay all applicable sales, excise, or use taxes incurred by OSU in connection with this Contract, which for the sake of clarity does not include any sales by Contractor through vending machines. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income and including Oregon's Corporate Activity Tax. Contractor shall indemnify,

EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING CONTRACT

defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to pay in a timely manner.

17.11. Force Majeure

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, pandemic, epidemic or other health emergency as declared by the health authority, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

17.12. Execution and Counterparts

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

17.13. Survival

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

17.14. Severability

If any provision of this Contract is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

17.15. Merger

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, consent, or waiver of terms of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

17.16. Certifications and Signatures

This Contract must be signed by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance,

**EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING CONTRACT**

workers' compensation, or the Public Employees' Retirement System, except as a self-employed individual.

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING CONTRACT

Attachment A
Beverages and Service Containers Price List

[To be added after contract award.]

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**EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING CONTRACT**

**Attachment B
OSU Corvallis Campus Map**

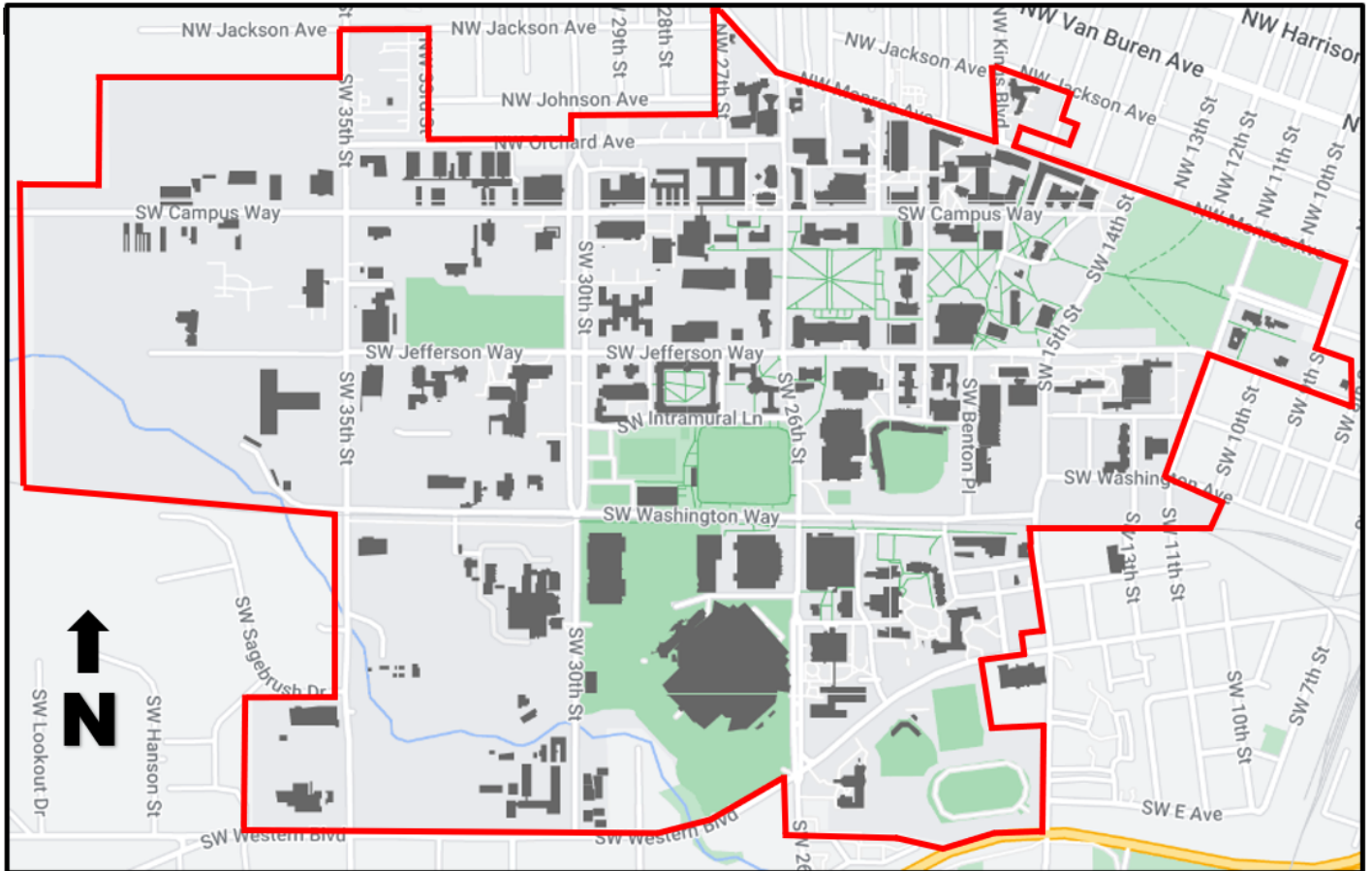


EXHIBIT A POURING RIGHTS AND BEVERAGE VENDING CONTRACT

Attachment C Approved Names and Logos of OSU

Oregon State University			Verbiage	
Establish: 1868 Mascot Name: Benny	Location: Corvallis, OR Conference: Pac-12	Mascot: Beavers	Oregon State University * Oregon State ** Oregon State Beavers * OSU * OSU Beavers ** Go Beavers **	Beavers Believe ** Beavers Believe ** Beavers Believe ** Beavers Believe **
Orange	Black	White	Jr. Benny Gray	Jr. Benny Tan
PANTONE 1648 C MADIERA Rayon: 1078 Polymon: 1678	PANTONE Process Black C MADIERA Rayon: 1000 Polymon: 1800	White MADIERA Rayon: 1001 Polymon: 1801	PANTONE 435 C MADIERA Rayon: 1229 Polymon: 1640	PANTONE 7815 C MADIERA Rayon: 1342 Polymon: 1926

Approved University colors are the "PANTONE" colors listed on this page must be used. The colors on this page are not intended to match PANTONE color standards. For PANTONE color standards, refer to the current editions of the PANTONE color publications. *PANTONE is a registered trademark of PANTONE, Inc.

Primary Marks	1	2	3	4	5	6	7	8	9
Word Marks	10	11	12	13	14	15	16	17	18

PAGE 1/2 NOTE: The marks of Oregon State University are controlled under a licensing program administered by IMG College Licensing. Any use of these marks will require written approval from IMG College Licensing.

Oregon State University									
Word Marks (cont'd)	34	35	36	37	38	39	40	41	42
Phrases & Script Marks	43	44	45	46	47	48	49	50	51
Jr. Benny Marks	52	53	54	55	56	57	58	59	60

PAGE 2/2 NOTE: The marks of Oregon State University are controlled under a licensing program administered by IMG College Licensing. Any use of these marks will require written approval from IMG College Licensing.

Oregon State University									
Institutional Marks	61	62	63	64	65	66	67	68	69

ADDITIONAL PERTINENT INFORMATION	<ul style="list-style-type: none"> • University seal not permitted on products for resale. • No alterations or changing graphics to seal permitted. • University licensees consumables (such as napkins) date on packaging. • University licensees health and safety products. • University permit to numbers on products for resale. • Material alterations not permitted. • Cross licensing with other marks may be permitted with an additional agreement. 	<ul style="list-style-type: none"> • No use of current player's name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations. • No references to alcohol, drugs, or tobacco related products may be used in conjunction with University marks.
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PAGE 3/2 NOTE: The marks of Oregon State University are controlled under a licensing program administered by IMG College Licensing. Any use of these marks will require written approval from IMG College Licensing.

EXHIBIT A
POURING RIGHTS AND BEVERAGE VENDING CONTRACT

Attachment D
Approved Products and Assets

Contractor is granted the right to use the Marks, on a royalty-free basis, for the purposes of marketing, advertising, or promoting Beverages. Any such use of the Marks is subject to OSU's approval, which shall not be unreasonably withheld. Use of the Marks is approved in the following categories:

1. Advertising, Promotional and Packaging Materials and Activities:

- a. Point-of-sale materials (e.g., pole signs, price signs/banners, display wraps, shelf-signs, stand ups, cooler clings} and vender fronts.
- b. Cups, cup lids, vessels, cans, bottles, commemorative cans, or bottles.
- c. Can/bottle wraps and all other forms of primary and secondary packaging.
- d. Television, radio, print, signage, outdoor, electronic, internet, mobile, wireless, and all other media, whether now or hereafter known.

2. Corvallis Campus Activations:

- a. Corvallis Campus marketing activations as mutually agreed upon by OSU and Contractor and reviewed and approved on an annual basis.
- b. Sampling of Contractor's Beverages on OSU's Corvallis Campus in a form and manner as specifically authorized and approved by OSU in accordance with rules and procedures established by OSU.

3. Licensed Products:

- a. Merchandise and promotional premiums, whether sold or distributed free of charge. Contractor agrees to only use OSU licensed or approved suppliers for the production of all licensed products.

4. Athletics Sponsorship Opportunities:

- a. Outlined separately in Exhibit E.

Any additional use of the Marks must be mutually agreed upon by OSU and Contractor and may result in an increase in the Annual Incentive payment.

EXHIBIT B
OSU Bottle and Can Purchases
July 1, 2021 - June 30, 2022

Product Description	Size	2021/2022 Volume (Raw Cases)
AMP Total	Can 16oz/473ml Total	50
Aquafina Base Total	1 Liter Total	1,558
Aquafina Base Total	16.9oz/500ml Total	734
Aquafina Base Total	20oz/591ml Total	3,883
BANG Tea Total	Can 16oz/473ml Total	41
Bang Total	Can 16oz/473ml Total	1,292
Bubly Bounce Total	Can 16oz/473ml Total	331
Bubly Bounce Total	Can 8P Total	1
Bubly Total	Can 16oz/473ml Total	724
Bubly Total	Can 8P Total	298
Bundaberg Total	13oz/384ml Total	47
Crush Total	20oz/591ml Total	210
Crush Total	Can 12P Total	3
Crystal Cascade Total	Bottle 1G Total	246
Dole Lmnd Total	20oz/591ml Total	1
Dole Total	15.2oz/450ml Total	2,153
Dr Pepper Total	1 Liter Total	227
Dr Pepper Total	20oz/591ml Total	750
Dr Pepper Total	Can 12P Total	238
Dr Pepper Zero Total	20oz/591ml Total	21
Evolve Total	11.16oz/330ml Total	157
Frappuccino Total	13.7oz Total	2,419
Gatorade Bolt 24 Total	16.9oz/500ml Total	185
Gatorade Gatorlyte Total	20oz/591ml Total	1,123
Gatorade Propel Total	20oz/591ml Total	221
Gatorade Total	11.16oz/330ml Total	46
Gatorade Total	2.8oz/83ml Total	403
Gatorade Total	20oz/591ml Total	2,775
Gatorade Total	28oz/828ml Total	1,239
Gatorade Total	32oz/950ml Total	110
Gatorade Zero Total	20oz/591ml Total	126
Gatorade Zero Total	28oz/828ml Total	431
Kevita Total	15.2oz/450ml Total	2,021
LifeWTR Total	1 Liter Total	1,604
LifeWTR Total	20oz/591ml Total	180
LifeWTR Total	23.7oz/700ml Total	1,568
Lipton Brisk Fruit Total	1 Liter Total	171
Lipton Brisk Total	1 Liter Total	371
Lipton Brisk Total	Can 12P Total	15
Lipton Iced Tea Total	20oz/591ml Total	-1
Lipton Pure Leaf Total	14oz/414ml Total	208
Lipton Pure Leaf Total	18.5oz /547ML Total	3,198
Mt Dew Code Red Total	1 Liter Total	19
Mt Dew Code Red Total	20oz/591ml Total	76
Mt Dew Dewmocracy Total	20oz/591ml Total	108
Mt Dew Energy Total	Can 16oz/473ml Total	852

EXHIBIT B
OSU Bottle and Can Purchases
July 1, 2021 - June 30, 2022

Product Description	Size	2021/2022 Volume (Raw Cases)
Mt Dew Kickstart Total	Can 16oz/473ml Total	719
Mt Dew Live Wire Total	20oz/591ml Total	32
Mt Dew RS Total	20oz/591ml Total	7
Mt Dew Total	1 Liter Total	120
Mt Dew Total	2 Liter Total	15
Mt Dew Total	20oz/591ml Total	581
Mt Dew Total	Can 12P Total	112
Mug Total	20oz/591ml Total	267
Mug Total	Can 12P Total	53
Muscle Milk Pro Total	14oz/414ml Total	276
Muscle Milk Total	14oz/414ml Total	351
Naked Jce Prtn Zne Total	15.2oz/450ml Total	1,592
Naked Jce Smoothie Total	15.2oz/450ml Total	10,687
Ocean Spray Total	15.2oz/450ml Total	1,003
Pepsi Dt Total	1 Liter Total	130
Pepsi Dt Total	2 Liter Total	16
Pepsi Dt Total	20oz/591ml Total	680
Pepsi Dt Total	Can 12P Total	215
Pepsi Real Sugar Total	20oz/591ml Total	82
Pepsi Total	1 Liter Total	194
Pepsi Total	12oz/355ml Total	7
Pepsi Total	2 Liter Total	30
Pepsi Total	20oz/591ml Total	887
Pepsi Total	Can 12P Total	291
Pepsi Wild Cherry Total	1 Liter Total	8
Pepsi Wild Cherry Total	20oz/591ml Total	215
Pepsi Wild Cherry Total	Can 12P Total	16
Pepsi Zero Sugar Total	20oz/591ml Total	140
Pepsi Zero Sugar Total	Can 12P Total	1
Proud Source Total	Can 16oz/473ml Total	178
Proud Source Total	Can 25oz/750ml Total	260
Rockstar Total	Can 16oz/473ml Total	1,544
Schweppes Total	1 Liter Total	71
Schweppes Total	10oz/296ml Total	46
Schweppes Total	2 Liter Total	3
Schweppes Total	20oz/591ml Total	117
Schweppes Total	Can 12P Total	5
Sierra Mist LL RS Total	20oz/591ml Total	432
Sierra Mist LL RS Total	Can 12P Total	102
SoBe Juice Total	20oz/591ml Total	7
SoBe Life Water Total	20oz/591ml Total	7
SoBe Tea Total	20oz/591ml Total	1
Squirt Total	1 Liter Total	16
Squirt Total	20oz/591ml Total	169
Squirt Total	Can 12P Total	70
Starbucks Baya Total	Can 12oz/355ml Total	309

EXHIBIT B
OSU Bottle and Can Purchases
July 1, 2021 - June 30, 2022

Product Description	Size	2021/2022 Volume (Raw Cases)
Starbucks Cold & Crafted Total	11oz/325ml Total	97
Starbucks Cold Brew Total	11oz/325ml Total	126
Starbucks Cold Brew Total	Can 9.6oz/2984ml Total	435
Starbucks Dble Shot Total	Can 6.5oz Total	10
Starbucks DS Energy Total	Can 15oz/444ml Total	626
Starbucks TS Energy Total	Can 15oz/444ml Total	221
Tropicana Juice Total	12oz/355ml Total	720
Tropicana PP & Ess Total	12oz/355ml Total	2,527
Tropicana PP & Ess Total	52oz/1538ml Total	143
Yachak Total	Can 15.5oz/459ml Total	58
Yachak Total	Can 16oz/473ml Total	2,991
	Total	62,449

EXHIBIT B
OSU Full Service Vending Purchases
July 1, 2021 - June 30, 2022

Product Description	Size	2021/2022 Volume (Raw Cases)
AMP Total	Can 16oz/473ml Total	0
Aquafina Base Total	20oz/591ml Total	326
Bang Total	Can 16oz/473ml Total	512
Bubly Total	Can 12oz/355ml Total	-4
Crush Total	20oz/591ml Total	19
Dole Lmnd Total	20oz/591ml Total	12
Dole Total	15.2oz/450ml Total	6
Dr Pepper Total	20oz/591ml Total	208
Dr Pepper Total	Can 6P Total	9
Frappuccino Total	13.7oz Total	26
Gatorade Bolt 24 Total	16.9oz/500ml Total	25
Gatorade Total	20oz/591ml Total	245
Gatorade Zero Total	20oz/591ml Total	5
LifeWTR Total	20oz/591ml Total	35
Lipton Iced Tea Total	20oz/591ml Total	9
Lipton Pure Leaf Total	14oz/414ml Total	2
Lipton Pure Leaf Total	18.5oz /547ML Total	-9
Mt Dew AMP Total	Can 16oz/473ml Total	-1
Mt Dew Code Red Total	20oz/591ml Total	11
Mt Dew Energy Total	Can 16oz/473ml Total	160
Mt Dew Ice Total	20oz/591ml Total	-1
Mt Dew Kickstart Total	16oz/473ml Total	0
Mt Dew Kickstart Total	Can 12oz/355ml Total	-2
Mt Dew Kickstart Total	Can 16oz/473ml Total	50
Mt Dew Lbl Total	Can 16oz/473ml Total	1
Mt Dew Total	20oz/591ml Total	213
Mt Dew Total	Can 6P Total	4
Mug Total	Can 6P Total	0
Pepsi Dt Total	20oz/591ml Total	158
Pepsi Dt Total	Can 6P Total	3
Pepsi Total	20oz/591ml Total	245
Pepsi Total	Can 6P Total	5
Pepsi Wild Cherry Total	20oz/591ml Total	29
Pepsi Wild Cherry Total	Can 6P Total	1
Pepsi Zero Sugar Total	20oz/591ml Total	59
Rockstar Total	Can 16oz/473ml Total	742
Sierra Mist LL RS Total	20oz/591ml Total	42
Sierra Mist LL RS Total	Can 12oz/355ml Total	0
Sierra Mist Total	20oz/591ml Total	-1
SoBe Life Water Total	20oz/591ml Total	0
Squirt Total	20oz/591ml Total	3
Starbucks Cold Brew Total	11oz/325ml Total	-1
Starbucks DS Energy Total	Can 15oz/444ml Total	125
Starbucks TS Energy Total	Can 15oz/444ml Total	44
Yachak Total	Can 16oz/473ml Total	4
Total		3,319

EXHIBIT B
OSU Fountain Purchases
July 1, 2021 - June 30, 2022

Product Description	Size	2021/2022 Volume (Raw Cases)
Bubly Total	BIB 3G Total	9
Crush Total	BIB 3G Total	0
Dole Total	BIB 3G Total	219
Dr Pepper Total	BIB 3G Total	33
Dr Pepper Total	BIB 5G Total	249
Flavorworks Total	BIB 1G/3.79L Total	53
Gatorade Total	BIB 3G Total	226
Lipton Brisk Total	BIB 3G Total	111
Lipton Iced Tea Total	BIB 3G Total	74
Mt Dew Total	BIB 3G Total	80
Mt Dew Total	BIB 5G Total	367
Mug Total	BIB 3G Total	69
Pepsi Dt Total	BIB 5G Total	598
Pepsi Total	BIB 5G Total	801
Pepsi Wild Cherry Total	BIB 3G Total	14
Sierra Mist Total	BIB 5G Total	426
SoBe Life Water Total	BIB 3G Total	121
Sunny Sky Total	BIB 3G Total	9
Tropicana Juice Non Chilled	BIB 3G Total	772
	Total	4,231

Exhibit C
OSU Beverage Vending Equipment as of May 2023

Customer Name	Location in Building	Equipment Type Desc	Equipment Subtype Desc	Make/Model
OSU MU MEZZANINE	1st Floor	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU JOHNSON HALL	1st Floor by Room 102	Vendor	VEN 72 MED HVV	V21 721 HVV
OSU HALSELL HALL #1	1st Floor Vend Bank	Vendor	VEN 72 MED Magnum	DN501E HEALTHY STACK
OSU HAWLEY HALL	1st Floor Vend Bank	Vendor	VEN 72 MED Magnum	DN501E HEALTHY STACK
OSU TEBEAU HALL	2nd Floor Laundry	Vendor	VEN 72 SM HVV	V Max 576 HVV
OSU Gilbert Hall	3rd Floor Stairwell	Vendor	VEN 72 MED HVV	DN720P-E2
OSU VALLEY LIBRARY	3rd Floor Staff Room	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU WEST HALL	End of Dining Lounge	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU ATHLETICS	Athletics Admin Office	Cooler	COO 1DR 10CF	GDM10 1 Door Swing w/Rev Cond
OSU AVAS CAFE	Avas Cafe	Bargun	BAR Gun System 10 Btn	Bar Gun System 1 Stn 10 Btn
OSU THE DAM	Back Wall 1	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
OSU BITES	BACK WALL 1-2981954	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
OSU BITES	BACK WALL 1-4495194	Cooler	COO 3DR SL	GDM69 3 Door Slide w/Rev Cond
OSU BITES	BACK WALL 1-4495196	Cooler	COO 3DR SL	GDM69HC 3 DOOR SLIDE
OSU THE DAM	Back Wall 2	Cooler	COO 1DR 26CF	CD26 HC 1 DOOR SWING
OSU ALUMNI CENTER	BACKROOM	Other	Other Cust Owned	Portabar
LEVY@OSU	Banner Deck	Cooler	COO 2DR SL 45/47CF	CD45 2 DOOR SLIDE
LEVY@OSU	Banner Deck 2	Cooler	COO 1DR 26CF	G26C HC 1 DOOR SWING
LEVY@OSU	Baseball Main Concession	Cooler	COO 1DR 26CF	CD26 1 DOOR SWING
OSU COVELL HALL	BASEMENT	Vendor	VEN 72 MED HVV	DN720P-E2
OSU AG & LIFE SCIENCES	BASEMENT 69290230	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU VALLEY LIBRARY	BASEMENT NEAR CAFETERIA	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU BITES	BASEMENT PANTRY	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
LEVY@OSU	BASKETBALL CONCESSION	Cooler	COO 2DR SW 47/49CF	CD47 HC 2 DOOR SWING
OSU MAGRUDER-COFFEE CORRAL	Behind Counter 1	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
OSU DIXON CAFE	BEHIND COUNTER OF CAF?	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
OSU JAVA II	Bev Area Center 1	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
OSU JAVA II	Bev Area Center 2	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
OSU JAVA II	Bev Area Center 3	Cooler	COO 2DR SL 33CF	GDM33 2 Door Slide w/Rev Cond
OSU TRADER BINGS @ AUSTIN	BEV Counter	Cooler	COO 1DR 26CF	CD26 HC 1 DOOR SWING
OSU TRADER BINGS @ AUSTIN	Beverage Bar 1	Premix	PRE Portabar	Z2860 PORTABAR PRE 5VLV 60LB
OSU PANDA EXPRESS #259	Beverage Counter	Postmix	POS DI 1522 6Vlv <80lb	ZCB1522 6VLV C3.0
OSU MARKET PLACE WEST	Beverage Counter 1	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
OSU TRADER BINGS @ AUSTIN	Beverage Counter R	Postmix	POS Tower 1Vlv	WB BT120 WB BEV TOWER
OSU BEXELL *	BEXELL 1ST FLOOR GFV	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 HEALTHY GFV
OSU MCNARY CENTRAL PROD	Boardwalk	Postmix	POS Combo 250lb 10Vlv	IDC255BCH 10 UFBSL RENEW
OSU MCNARY CENTRAL PROD	Boardwalk south wall	Cooler	COO 3DR SL	GDM69 3 Door Slide w/Rev Cond
OSU MCNARY CENTRAL PROD	Boardwalk West	Cooler	COO 2DR SL 45/47CF	CD45 2 DOOR SLIDE
OSU MU MEZZANINE	Bowling Alley Basement	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU FOUNDATION	Break Room	Vendor	VEN 72 MED HVV	V21 721 HVV

Exhibit C
OSU Beverage Vending Equipment as of May 2023

Customer Name	Location in Building	Equipment Type Desc	Equipment Subtype Desc	Make/Model
OSU ARNOLD DINING CNTR	Breakfast Counter 1	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
OSU BOOKSTORE WHSE	BREAKROOM	Vendor	VEN 72 MED HVV	DNCB501E H V V
OSU DIXON CAFE	BRK RM	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU MARKET PLACE WEST	BRP Rocket Burger	Backroom	BRP 10Vlv	RIB LOCAL INSTALL KIT 2W4H10F W ENC
OSU E. CAFE	By Front Counter	Postmix	POS Tower 2Vlv	TEA TOWER 02 UFBSL SST
OSU JAVA II	By Office 1	Cooler	COO 2DR SL 45/47CF	MC1300S 2 DOOR SLIDE
OSU AVAS CAFE	By Stairwell	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
LEVY@OSU	Cafe Bev Center	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
OSU MCNARY CENTRAL PROD	Calabalos	Postmix	POS DI 2323 8Vlv >80lb	ZCB2323 8VLV C3.0 SLVR 80LB
OSU ATHLETICS	Catering	Cooler	COO 1DR 13CF	S57 1 DOOR SWING
OSU BITES	Catering Room	Cooler	COO 1DR 13CF	FL49WC1HC LED 1 DOOR SWING
OSU CAUTHORN HALL	Cauthorn Hall	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU ATHLETICS	Club C14F visiting broadcast boo	Cooler	COO Countertop 1DR 6/7CF	ZCC-7 BEV 1 DOOR SWING
OSU MARKET PLACE WEST	Club House Deli 2	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
OSU MARKET PLACE WEST EBGB	Club House Deli 3	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
OSU MARKET PLACE WEST	Club House Deli Food Court 1	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
LEVY@OSU	CONCESSION 1	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
OSU MARKET PLACE WEST	Coopers Creek Cafe	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
OSU ATHLETICS	COUNTER	Cooler	COO Countertop 1DR 6/7CF	ZCC-7 BEV 1 DOOR SWING
OSU AVAS CAFE	COUNTER	Postmix	POS DI 1522 6Vlv <80lb	ZCB1522 06 UFBSL
OSU MU BASEMENT BOWLING	Counter by Cash Register	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
OSU JAVA STOP	Counter East End	Bargun	BAR Gun System 10 Btn	Bar Gun System 1 Stn 10 Btn
OSU WIEGAND HALL	Crop Science Building	Vendor	VEN 72 MED HVV	DN720P-E2
OSU PHARMACY	DOWNSTAIRS	Vendor	VEN 79 LG Magnum	DN600E-E2
LEVY@OSU	East Side DiMaggios Concession S	Cooler	COO 2DR SW 47/49CF	GDM49 2 Door Swing
OSU BEAVER STORE	East Wall	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
OSU BITES	ENTRANCE 1-4518441	Cooler	COO 2DR SL 45/47CF	G45C HC 2 DOOR SLIDE
OSU BITES	ENTRANCE 1-4525167	Cooler	COO 2DR SL 45/47CF	GDM45HC 2 DOOR SLIDE
OSU OAK CREEK	Entrance by Stairs	Vendor	VEN 72 MED HVV	DN720P-E2
OSU FINLEY	Finley Hall GFV	Vendor	VEN Glass Front 72 SM	DN3800 BEVMAX 4 GFV
OSU	Front	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
OSU MARKET PLACE WEST EBGB	Front	Freezer	Freezer 1DR Upright >77	22USG 1 DOOR UPRIGHT 78IN
OSU BITES	FRONT ENTERANCE	Cooler	COO 1DR 26CF	GDM26 1 Door Swing w/Rev Cond
OSU BEAVER STORE	Front of Store	Cooler	COO 1DR 10CF	GDM10 1 Door Swing
OSU ATHLETICS	Gatorade gdm26	Cooler	COO 1DR 26CF	CD26 HC 1 DOOR SWING
OSU WEATHERFORD	GFV - Basement	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 HEALTHY GFV
OSU MU MEZZANINE	GFV 1 Mezz Level	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 HEALTHY GFV
OSU CALLAHAN HALL	GFV 1st floor in vend bank	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 HEALTHY GFV
OSU MU MEZZANINE	GFV 2 Mezz Level	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU WEATHERFORD	GFV Basement	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV

Exhibit C
OSU Beverage Vending Equipment as of May 2023

Customer Name	Location in Building	Equipment Type Desc	Equipment Subtype Desc	Make/Model
OSU BEXELL *	GFV Basement 1	Vendor	VEN Glass Front 72 Bottle Dro	DNCB5591 Beveragemax
OSU POLING	GFV common area	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU WALDO HALL	GFV East Entrance	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU BLOSS	GFV Hallway	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU BLOSS	GFV Laundry Room	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 HEALTHY GFV
OSU LINC BLDG*	GFV Level 2 by rm 210 GFV	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU BUXTON	GFV LOBBY	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU HAWLEY HALL	GFV LOBBY	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU INTL LIVING	GFV MAIN LOBBY	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU WILSON HALL	GFV MAIN LOUNGE SE CORNER	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU MU MEZZANINE	GFV MEZZ LEVEL	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU MAGRUDER HALL	GFV RM 102	Vendor	VEN Glass Front 72 SM	VUE 30 GFV
OSU MAGRUDER HALL	GFV VET CLINIC SOUTH END	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU GILL-MAIL ROOM	GILL 1st Floor NE Corner	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU ATHLETICS	Gill Coliseum	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
LEVY@OSU	Gill Coliseum Front Lobby	Cooler	COO 1DR 10CF	G10S 1 DOOR SWING
OSU ATHLETICS	GILL COLISEUM MEN'S LOUNGE	Cooler	COO 1DR 12CF	GDM12 1 Door Swing w/Rev Cond
OSU ATHLETICS	GILL COLISEUM RM 15A	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	GILL COLISEUM RM 218 1-452369	Cooler	COO 2DR SL 33CF	GDM33 2 Door Slide
LEVY@OSU	Gill Coliseum Stand 1	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Gill Coliseum Stand 2	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Gill Coliseum Stand 3	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Gill Coliseum Stand 4	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Gill Coliseum Stand 5	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Gill Coliseum Stand 6	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Gill Coliseum Stand 7	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Gill Coliseum Stand 8	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Gill Coliseum Stand 9	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
OSU ATHLETICS	GILL COLISUME WOMEN'S SUITE	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
OSU ATHLETICS	GILL GOLISUEM RM 134	Cooler	COO Countertop 1DR 6/7CF	ZCC-7 BEV 1 DOOR SWING
LEVY@OSU	Gill RM 227	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
OSU ATHLETICS	Gill Room 108 BSP	Cooler	COO Countertop 1DR 6/7CF	DC6 CT 1 Door Swing
LEVY@OSU	Gill Room 218	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
LEVY@OSU	Gill Stand 205	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
LEVY@OSU	Goss 1st Base Stand	Cooler	COO 2DR SL 45/47CF	VR45 2 DOOR SLIDE
LEVY@OSU	Goss 3rd Base 2	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
OSU ATHLETICS	Goss 3rd base clubhouse	Cooler	COO 2DR SW 47/49CF	G49C HC 2 DOOR SWING
LEVY@OSU	Goss Main	Cooler	COO 2DR SL 45/47CF	CD45 2 DOOR SLIDE
LEVY@OSU	Goss Main 1	Cooler	COO 1DR 26CF	G26C HC 1 DOOR SWING
LEVY@OSU	Goss Main Concession 109	Cooler	COO 2DR SW 47/49CF	GDM49 2 Door Swing

Exhibit C
OSU Beverage Vending Equipment as of May 2023

Customer Name	Location in Building	Equipment Type Desc	Equipment Subtype Desc	Make/Model
LEVY@OSU	Goss Qdoba 3rd Baseline	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide
LEVY@OSU	Goss Stadium	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	Goss Stadium 1st base line	Cooler	COO 1DR 26CF	CFX26 HC 1 DOOR SWING
LEVY@OSU	Goss Stadium 1st base line	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
OSU ATHLETICS	Goss Stadium Coaches Lounge	Cooler	COO Countertop 1DR 6/7CF	ZCC-7 BEV 1 DOOR SWING
OSU ATHLETICS	Goss Stadium Outer Lounge	Cooler	COO Countertop 1DR 6/7CF	G7 HC 1 DOOR COUNTERTOP COOLER
OSU Gilbert Hall	HALLWAY	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU RADIATION CENTER	HALLWAY	Vendor	VEN 72 MED HVV	DN720P-E2
OSU JEFFERSON ST BLDG	Hallway by kitchen	Vendor	VEN 72 MED HVV	DNCB501E H V V
LEVY@OSU	Inside	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU	Inside	Cooler	COO 1DR 26CF	G26C HC 1 DOOR SWING
OSU	Inside	Cooler	COO 1DR 26CF	G26C HC 1 DOOR SWING
OSU ATHLETICS	Inside	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
OSU ATHLETICS	Inside	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU BEAVER STORE	Inside	Cooler	COO 1DR 10CF	GDM10 1 Door Swing w/Rev Cond
OSU CASCADIA MKT	Inside	Freezer	FREEZER 1 DR XLG >77	FDV4643 FZR 1 DOOR SWING
OSU CASCADIA MKT	Inside	Freezer	Freezer 1DR Upright >77	22USG 1 DOOR UPRIGHT 78IN
OSU MARKET PLACE WEST EBGB	Inside	Freezer	FREEZER 1 DR XLG >77	FDV4643 FZR 1 DOOR SWING
OSU JAVA II	Java 2 Back Wall	Cooler	COO 1DR 26CF	GDM26 1 Door Swing w/Rev Cond
OSU ARNOLD DINING CNTR	Kitchen Entry Way	Spire & SodaS	Spire BRP	BRP KIT 3W5H 16-8
OSU Sackett Hall	LAUNDRY	Vendor	VEN 79 LG Magnum	DN600E-E2
LEVY@OSU	Left	Bargun	BAR Gun System 10 Btn	ZBAR GUN 10 BTN
OSU MARKET PLACE WEST	Left of 3 door 1	Cooler	COO 2DR SL 41CF	GDM41 HC 2 DOOR SLIDE
OSU LINC BLDG*	Level 2 by rm 210	Vendor	VEN 72 MED HVV	V MAX 721 HVV ADA
LEVY@OSU	Levy stand 3 left	Cooler	COO Countertop 1DR 4CF	G4 HC 1 DOOR SWING CHROME RHH
LEVY@OSU	Levy stand 3 right	Cooler	COO Countertop 1DR 4CF	G4 HC 1 DOOR SWING CHROME RHH
LEVY@OSU	Levy stand 4 single	Cooler	COO Countertop 1DR 4CF	G4 HC 1 DOOR SWING CHROME RHH
LEVY@OSU	Levy stand 5 single	Cooler	COO Countertop 1DR 4CF	G4 HC 1 DOOR SWING CHROME RHH
LEVY@OSU	Levy stand 6	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
OSU VALLEY LIBRARY	Library	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU MU LIFE WTR ROOM	Life WTR Room	Vendor	VEN Compact	22-USGR-F2 HC 1 DOOR SWING
OSU CALLAHAN HALL	LOBBY	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU MCNARY	LOBBY	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 4 GFV
OSU PRINTING & MAILING	Lobby	Vendor	VEN 79 LG HVV	V Max 840 HVV
OSU STUDENT SUCCESS CTR	Lobby	Vendor	VEN 72 MED HVV	V21 721 HVV
OSU BUXTON	LOBBY 77100520AE	Vendor	VEN 72 MED HVV	DN720P-E2
OSU BLOSS	Lobby Hallway	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU HALSELL HALL #1	LT HALL	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU JAVA II	Main Counter 1	Bargun	BAR Gun System 10 Btn	WBMMT10620 Mini Tower 10 Btn
OSU CASCADE HALL	Main Lobby	Vendor	VEN 72 MED HVV	DN756 H V V

Exhibit C
OSU Beverage Vending Equipment as of May 2023

Customer Name	Location in Building	Equipment Type Desc	Equipment Subtype Desc	Make/Model
OSU MARKET PLACE WEST	Market Place West	Postmix	POS COMBO 290lb 8Vlv Tapp	IBD 4500 30IN 290LB 08 STUBBORN TPR
OSU-MAIN SQUEEZE	McNary Boardwalk Cafe	Cooler	COO 3DR SL	GDM69HC 3 DOOR SLIDE
LEVY@OSU	Middle Left	Bargun	BAR Gun System 10 Btn	ZBAR GUN 10 BTN
LEVY@OSU	Middle Right	Bargun	BAR Gun System 10 Btn	ZBAR GUN 10 BTN
LEVY@OSU	Miller Side Market	Cooler	COO 1DR 26CF	G26C HC 1 DOOR SWING
LEVY@OSU	Miller Side Market 2	Cooler	COO 1DR 26CF	G26C HC 1 DOOR SWING
OSU BITES	MU RM 108	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
OSU VALLEY LIBRARY	NEAR CAFETERIA-87170086AG	Vendor	VEN Glass Front 72 LG Robot	DN5800 BEVMAX 3 GFV
OSU JAVA II	New Counter Main	Ice Bin	Free Standing Ice Bin 1522	Ice Bins (99)
OSU ARNOLD DINING CNTR	Next to Counter	Cooler	COO 2DR SL 4148 Slim	GDM41SL48HC 2 DOOR SLIDE
OSU BEAVER STORE	Next to Other Inside	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
OSU ARNOLD DINING CNTR	Next to Spire on Counter	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
OSU DRYDEN HALL	NEXT TO STAIRS	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU JAVA II	Office Space Old	Cooler	COO 3DR SL	GDM69 3 Door Slide w/Rev Cond
LEVY@OSU	Old Players Lounge Baseball	Cooler	COO 2DR SW 47/49CF	GDM49 2 Door Swing
OSU ARNOLD DINING CNTR	On Counter 1	Postmix	POS Countertop 6Vlv	BLU-CE 06 UFBSL
LEVY@OSU	Papa Johns Stand	Cooler	COO 2DR SL 45/47CF	CD45 2 DOOR SLIDE
OSU THE DAM	Prom Main Entrance 3	Cooler	COO 2DR SL 45/47CF	CD45 2 DOOR SLIDE
OSU THE DAM	Prom Trophy Club	Cooler	COO 2DR SL 45/47CF	G45C HC 2 DOOR SLIDE
LEVY@OSU	Prtabls Stand 3	Cooler	COO Countertop 1DR 6/7CF	ZCC-7 BEV 1 DOOR SWING
OSU MCNARY CENTRAL PROD	Rain Tree Coffee	Bargun	BAR Gun System 10 Btn	Bar Gun System 1 Stn 10 Btn
LEVY@OSU	RESER RM 117 1-4525166	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
LEVY@OSU	RESER RM 117 1-4546186	Cooler	COO 1DR 26CF	CD26 HC 1 DOOR SWING
LEVY@OSU	RESER RM 123 1-4546276	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	RESER RM 127 1-4518498	Cooler	COO 2DR SW 47/49CF	GDM49 2 Door Swing
LEVY@OSU	RESER RM 127 1-4546215	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	RESER RM 159 1-4546277	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	RESER RM 229	Cooler	COO 3DR SL	GDM69 3 Door Slide w/Rev Cond
LEVY@OSU	RESER RM 315 1-4501789	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	RESER RM 315 1-4546202	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	RESER RM 347	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	Reser Room 173 #1	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	Reser Room 173 #2	Cooler	COO 2DR SW 47/49CF	GDM49 2 Door Swing
LEVY@OSU	Reser Stadium Founders Lounge	Bargun	BAR Gun System 10 Btn	ZBAR GUN 10 BTN 6 CARB 2 NON (00)
LEVY@OSU	Reser Stadium Founders Lounge Lo	Bargun	BAR Gun System 10 Btn	ZBAR GUN 10 BTN 6 CARB 2 NON (00)
LEVY@OSU	Reser Stadium Press Box	Cooler	COO 1DR 10CF	GDM10HC 1 DOOR SWING
LEVY@OSU	Reser Stadium Press Box	Cooler	COO 1DR 10CF	GDM10HC 1 DOOR SWING
LEVY@OSU	Reser Stadium Press Box	Cooler	COO 1DR 10CF	GDM10HC 1 DOOR SWING
LEVY@OSU	RESER STAND #105	Cooler	COO 1DR 26CF	GDM26 1 Door Swing w/Rev Cond
LEVY@OSU	Reser Stand 113	Cooler	COO 2DR SW 47/49CF	CD47 HC 2 DOOR SWING

Exhibit C
OSU Beverage Vending Equipment as of May 2023

Customer Name	Location in Building	Equipment Type Desc	Equipment Subtype Desc	Make/Model
LEVY@OSU	Reser stand 176	Cooler	COO 2DR SW 47/49CF	GDM49 2 Door Swing
LEVY@OSU	Reser stand 2	Cooler	COO 1DR 12CF	GDM12 1 Door Swing
LEVY@OSU	Right	Bargun	BAR Gun System 10 Btn	ZBAR GUN 10 BTN 6 CARB 2 NON (00)
OSU KERR ADMIN	Ring of Fire	Vendor	VEN 72 MED HVV	V21 721 HVV
LEVY@OSU	RM 105 1-4494871	Cooler	COO 2DR SW 47/49CF	GDM49 2 Door Swing
LEVY@OSU	RM 105 1-4546185	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
OSU ATHLETICS	RM 115	Cooler	COO Countertop 1DR 6/7CF	DC6 CT 1 Door Swing
OSU ATHLETICS	RM 115	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
OSU ATHLETICS	RM 201	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
LEVY@OSU	RM 207 1-4525786	Cooler	COO 3DR SW	GDM72 3 Door Swing
LEVY@OSU	RM 227	Cooler	COO 3DR SL	GDM69 3 Door Slide w/Rev Cond
LEVY@OSU	RM 301 1-4494977	Cooler	COO 2DR SW 47/49CF	GDM49 2 Door Swing
LEVY@OSU	RM 367	Cooler	COO 2DR SW 47/49CF	GDM49 2 Door Swing
OSU MILAM #1	RM 9 69290219AC	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU MARKET PLACE WEST	Rocket Burger	Postmix	POS Combo 150lb 6Vlv	ED150BCH 06 UFBSL RENEW
OSU KIDDER HALL	Rogers Hall 4th fl	Vendor	VEN 79 LG Magnum	DN600E-E2
LEVY@OSU	Room #105 -1	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #105 -2	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #105 -3	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #105 -4	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #117 -1	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #117 -2	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #117 -3	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #117 -4	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #117 -5	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #117 -6	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #123 -1	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #123 -2	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #127 -1	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #127 -2	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #159 -1	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #159 -2	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #159 -3	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #159 -4	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #176 -1	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #176 -2	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #315 QBoda -1	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #315 QBoda -2	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #315 QBoda -3	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #315 QBoda -4	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING

Exhibit C
OSU Beverage Vending Equipment as of May 2023

Customer Name	Location in Building	Equipment Type Desc	Equipment Subtype Desc	Make/Model
LEVY@OSU	Room #315 QBoda -5	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #347 -1	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #347 -2	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #347 -3	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #347 -4	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
LEVY@OSU	Room #347 -5	Cooler	COO 1DR 12CF	G12F HC 1 DOOR SWING
OSU ATHLETICS	ROOM 103	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
OSU STUDENT HEALTH SVCS	ROOM 105 HALL	Vendor	VEN 79 LG Magnum	DN600E-E2
LEVY@OSU	Room 106	Cooler	COO Countertop 1DR 4CF	G4 HC 1 DOOR SWING CHROME RHH
LEVY@OSU	Room 117	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
LEVY@OSU	Room 127	Cooler	COO 2DR SL 45/47CF	CD45 2 DOOR SLIDE
OSU ATHLETICS	Room 141	Cooler	COO Countertop 1DR 6/7CF	DC6 CT 1 Door Swing
OSU ATHLETICS	ROOM 141	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
LEVY@OSU	ROOM 148	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
OSU COB AUSTIN HALL	Room 187 vending	Vendor	VEN 72 MED HVV	V21 721 HVV
OSU FACILITIES-WSTRN SHOPS	Room 200	Vendor	VEN 72 MED HVV	V Max 720 HVV
LEVY@OSU	ROOM 205 1-2921934	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
OSU ATHLETICS	Room 209 Marketing Office	Cooler	COO 1DR 15CF	GDM19 1 Door Swing w/Rev Cond
LEVY@OSU	ROOM 229	Cooler	COO 2DR SW 47/49CF	CD47 2 DOOR SWING
LEVY@OSU	ROOM 315 1-4546210	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	ROOM 315 1-4546295	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	ROOM 343	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
LEVY@OSU	ROOM 355	Cooler	COO 1DR 26CF	GDM26 1 Door Swing
LEVY@OSU	ROOM 367	Cooler	COO 2DR SW 47/49CF	GDM49 2 Door Swing
OSU THE DAM	RW Champions Pav 9	Cooler	COO 2DR SL 45/47CF	CD45 2 DOOR SLIDE
OSU MU BASEMENT BOWLING	Sales Counter	Cooler	COO Countertop 1DR 6/7CF	DC6 HC 1 DOOR SWING COUNTERTOP
LEVY@OSU	Sec 11 Reser Concourse	Cooler	COO 2DR SL 33 Slim	GDM33SSL56HC 2 DOOR SLIDE
LEVY@OSU	Sec 11 Reser Concourse	Cooler	COO 2DR SL 33CF	GDM33 2 Door Slide
LEVY@OSU	SECT 11 RM 1 1-2512114	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
LEVY@OSU	SECT 13 CONCESSION	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
OSU ARNOLD DINING CNTR	Self Serve Counter	Postmix	POS Combo 200lb 8Vlv	ZED200 8VLV C3.0 SLVR
OSU ARNOLD DINING CNTR	Self Serve Counter rigt	Spire &SodaS	Spire 4	SPIRE 4.1 12B 4F MIDNIGHT
OSU MARKET PLACE WEST	Serranos 1 A	Postmix	POS DI 2323 8Vlv >80lb	ZCB2323 8VLV C3.0 SLVR 80LB
OSU ARNOLD DINING CNTR	Spire H2O Booster	Backroom	BRP Water Boost Filter 2 Gal	WTR BSTR/FLTR 2 GALLON LOW VPO
LEVY@OSU	Stand 4	Cooler	COO 3DR SL	GDM69 3 Door Slide
OSU BITES	STORAGE ROOM	Cooler	COO 3DR SW	GDM72 3 Door Swing
OSU ANIMAL SCIENCE LAB	The Gem - left of Elevator	Vendor	VEN 72 SM Magnum	V21 621 GALAXY
LEVY@OSU	TICKET BOOTH GILL ROOM 107	Cooler	COO 1DR 10CF	GDM10 1 Door Swing
OSU MARKET PLACE WEST	Tomasitos 1 A	Postmix	POS DI 2323 8Vlv >80lb	ZCB2323 8VLV C3.0 SLVR 80LB
LEVY@OSU	Truax Field	Cooler	COO 3DR SW	GDM72 3 Door Swing

Exhibit C
OSU Beverage Vending Equipment as of May 2023

Customer Name	Location in Building	Equipment Type Desc	Equipment Subtype Desc	Make/Model
LEVY@OSU	Truax Field Next to Batting Cage	Cooler	COO 3DR SL	GDM69 3 Door Slide w/Rev Cond
LEVY@OSU	Umpire Locker Rm - Goss	Cooler	COO 1DR 10CF	GDM10 1 Door Swing w/Rev Cond
LEVY@OSU	Under Cabinet	Backroom	BRP Pump Board	PUMP BOARD 10 FLOJET W- REG
LEVY@OSU	Under Tent	Cooler	COO 1DR 26CF	CD26 HC 1 DOOR SWING
LEVY@OSU	Under Tent	Cooler	COO 1DR 26CF	CD26 1 DOOR SWING
OSU	Unknown - 40A0525VC096	Cooler	COO 1DR 26CF	VR26 BEV 1 Door Swing
OSU BITES	Upstairs kitchen	Cooler	COO 2DR SL 45/47CF	CD45 HC 2 DOOR SLIDE
OSU PANDA EXPRESS #259	USGA METEROLOGIST	Cooler	COO Countertop 1DR 2.5CF	G2.5 NON-BRANDED W/SS AND CASTERS
OSU ATHLETICS	VALLEY FBC PALYERS RM	Cooler	COO 1DR 10CF	GDM10 1 Door Swing
OSU ATHLETICS	VALLEY FBC RM 106	Cooler	COO 1DR 26CF	CFX26 HC 1 DOOR SWING
OSU ATHLETICS	VALLEY FBC RM 309	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
OSU ATHLETICS	VALLEY FBC RM 317	Cooler	COO Countertop 1DR 6/7CF	GDM07HC COUNTERTOP COOLER
LEVY@OSU	Valley football center south	Postmix	POS Combo 200lb 10Vlv	IDC215BCH 10 UFBSL
OSU ATHLETICS	Wait Station	Cooler	COO 1DR 13CF	S57 1 DOOR SWING
OSU E. CAFE	Wall	Cooler	COO 2DR SL 45/47CF	GDM45 2 Door Slide w/Rev Cond
OSU BINGS CAFÉ	WEATHERFORD	Cooler	COO 3DR SL	GDM69 3 Door Slide w/Rev Cond
OSU FURMAN HALL	WEST END.	Vendor	VEN 79 LG HVV	V Max 840 HVV
OSU BALLARD EXT	West entrance hallway	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU MARKET PLACE WEST	West Side Grill	Postmix	POS DI 2323 8Vlv >80lb	ZCB2323 8VLV C3.0 SLVR 80LB
OSU WIEGAND HALL	Wiegand Hall Entrance	Vendor	VEN 79 LG Magnum	DN600E-E2
OSU ATHLETICS	Women's Soccer locker room	Cooler	COO 1DR 26CF	GDM26 1 Door Swing w/Rev Cond

**EXHIBIT D
FINANCIAL PROPOSAL**

	5 Year Option	10-Year Option	15-Year Option
1. Signing Bonus (optional)			
2. Annual Incentive based on 75,000 case/unit volume <i>(\$ per year)</i>			
3. Volume Increase Rebate <i>(\$ per case/unit above 75,000. If this rebate will increase from contract year to contract year, provide a chart for each year of the contract.)</i>			
4. Athletic Sponsorship <i>(\$ per year)</i>			
5. Donated Product <i>(\$ per year)</i>			
6. Student Scholarships <i>(\$ per year)</i>			
7. Beverage Vending Commission % Rate			
8. Beverage Vending Minimum Commission <i>(\$ per year)</i>			
Indicate the contract term preference in the boxes to the right. 1 is the most preferred and 3 the least preferred.			

If additional financial considerations are proposed, please include them as a separate document.

Company Name: _____

**EXHIBIT F
CERTIFICATIONS**

By signature below the undersigned certifies that they are authorized to act on behalf of the bidder and agrees and certifies that:

- the bidder, to the best of the undersigned's knowledge, is not in violation of any Oregon tax laws defined in ORS 305.380(4);
- pursuant to OSU Policy 04-100, that they have not discriminated and will not discriminate against Minority, Women, Service-Disabled Veterans or Emerging Small business in obtaining any required subcontracts;
- they have read, understands, and agrees to be bound by the RFP and all Exhibits and Addenda;
- the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
- they will furnish the designated item(s) and/or service(s) in accordance with the RFP and the contract.

Signature: _____

Date: _____

Name: _____

Telephone: (____) _____

Title: _____

Email: _____

Company Name: _____

Address, City, State, Zip: _____

**EXHIBIT G
REFERENCES**

COMPANY NAME: _____

REFERENCE 1

COMPANY: _____

CONTACT NAME/TITLE: _____

PHONE NUMBER: _____

EMAIL: _____

REFERENCE 2

COMPANY: _____

CONTACT NAME/TITLE: _____

PHONE NUMBER: _____

EMAIL: _____

REFERENCE 3

COMPANY: _____

CONTACT NAME/TITLE: _____

PHONE NUMBER: _____

EMAIL: _____

REFERENCE 4

COMPANY: _____

CONTACT NAME/TITLE: _____

PHONE NUMBER: _____

EMAIL: _____

REFERENCE 5

COMPANY: _____

CONTACT NAME/TITLE: _____

PHONE NUMBER: _____

EMAIL: _____