



Request for Proposal

For CMU 2842 Pouring and Beverage Vending Provider



RFP Issue Date:	8/29/25
Proposal Due Date:	10/10/25 9:00AM MST
Issued By:	Bree Meier Director of Campus Procurement

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Section 1: Administrative information

1. Issuing Office

This Request for Proposal (RFP) is issued by the Colorado Mesa University (University) Purchasing Department on behalf of the Financial & Administrative Services Department. The Purchasing Department is the SOLE point of contact concerning this RFP. All communication must be done through the Purchasing Department.

2. Official Means of Communication

During the solicitation process for this RFP, all official communication between the Purchasing Department and Offerors will be via postings on the Rocky Mountain E-Purchasing System (RMEPS) website at: <https://www.rockymountainbidsystem.com>. The RMEPS website offers both free and paid registration options that allow for full access of the solicitation documents and for electronic submission of proposals. **NOTE: Free registration on the site may take up to 24 hours to process; plan registration to allow time for on-time bid submission.** The University does not have access or control of the vendor side of the RMEPS site; contact RMEPS directly to resolve any issues encountered prior to response deadline at (800) 835-4603.

The Purchasing Department will post notices which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror. **It is incumbent upon Offerors to carefully and regularly monitor the RMEPS website for any such postings.**

The Purchasing Department will also post communications through the University Open Solicitations website at: <https://www.coloradomesa.edu/procurement-payment/open-solicitations.html>. Information on this website is for reference only; the RMEPS website is the platform of record. It is incumbent that bidders review the University's Solicitation Instructions.

3. Purpose

This RFP provides prospective Offeror with sufficient information to enable them to prepare and submit proposals for consideration by the Purchasing Department to satisfy the need for expert assistance in the completion of the goals of this RFP.

4. Definitions

- A. In the following RFP, the term "University" shall be understood to mean "Colorado Mesa University."
- B. In the following RFP, the term "Offeror" shall be understood to mean the individual, company, corporation, or firm formally submitting a response to this RFP and may also be referred to as the "Bidder," "Vendor" or "Contractor."
- C. In the following RFP, the term "Response" shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instruction, and specifications stated herein with the exceptions clearly stated, and may be used interchangeably with the terms "Proposal" and "Bid."

5. Scope

This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

6. Schedule of Activities

RFP Issue Date	8/29/25
Vendor Inquiries Due	9/8/25 at 9:00AM AM MST
Response to Vendor Inquiries	9/12/25 at 9:00AM MST
Proposal Submission Deadline	10/10/25 at 9:00 AM MST
Oral Presentations (estimated)	10/15 - 10/16/25
Notice of Award (estimated)	10/20/25
Contract Issued (estimated)	11/17/25

7. Inquiries and Responses

Any explanation desired by an Offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted through the RMEPS website, <https://www.rockymountainbidsystem.com>, and clearly marked with the RFP number and title. It is incumbent upon the Offeror to verify receipt of emailed inquiries. Responses to inquiries will be provided as an addendum to be posted on the RMEPS website, <https://www.rockymountainbidsystem.com>, and the University Open Solicitations website on the date shown in the Schedule of Activities.

No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

8. Addendum or Supplement to Request for Proposal

In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be posted on the RMEPS website and the University Open Solicitations website. Bidders shall not rely on any other interpretations, changes, or corrections.

9. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the Offeror prior to the established submission due date and time.

10. Proposal Submission

Proposals must be received on or before the date and time indicated in the Schedule of Activities. Bids will be accepted electronically through the RMEPS website, <https://www.rockymountainbidsystem.com>. The Vendor Signature Form MUST be signed by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. The Vendor Signature Form is to be included with the proposal. Proposals which are determined to be at a variance with this requirement will not be accepted.

11. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Offeror, or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges

acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the University's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

12. Bid Opening

Due to the complexity of this Proposal, information provided at the Bid Opening shall be restricted to the NAME AND NUMBER OF RESPONDERS. Inspection of the Offerors' proposals will not be allowed until after the notice of intent to award is posted on the RMEPS website.

13. Oral Presentations/Site Visits

The Evaluation Committee may conclude after the completion of the proposal evaluation that oral interviews/presentation and/or demonstrations are required to determine the successful Offeror. All Offerors may not have an opportunity to interview/present and/or give demonstrations. The presentation process will allow the Offerors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Offeror's key personnel may be required to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents. Once oral interviews/presentations and/or demonstrations have been completed the University reserves the right to make a contract award without any further discussion with the Offerors regarding the proposals received. Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Offeror.

14. Protested Solicitations and Awards

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the University Campus Procurement Director. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. [Reference Colorado Revised Statutes (CRS) Section 24-109-101 et. seq., 24-109-201 et. seq., and University Procurement Rules Section 18.C.1 through 18.C.9.]

With regard to the emphasized language above, it is important for Offerors to note that a challenge to the solicitation's requirements or specifications should be made within 7 days of when the protested item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the 7-day time period, even if that means it is filed during the time the solicitation is still open.

As noted in the paragraph above, announcement of the apparent winning Offeror will be made via a posting on the RMEPS website, <https://www.rockymountainbidsystem.com>. The requirement for

timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on the RMEPS website.

15. Confidential/Proprietary Information

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked, and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

16. RFP Response Material Ownership

All material submitted regarding this RFP becomes the property of the University. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of § 24-72-201 et.seq. CRS, as amended, Public (open) Records.

17. Proposal Prices

Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Offeror.

18. Discussion with Responsible Offerors and Revisions to Proposal

Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The University reserves the right to hold discussions with Offerors who have been found to be in the competitive range, such discussions may result in the University conducting Best & Final Offers.

19. Selection of Proposal

As described within the RFP, an Evaluation Committee will review, and score offers submitted and make a recommendation for the award. The selection will be for award to the responsible Offeror whose proposal is determined to be most advantageous to the University. The Purchasing Department, after review and approval of the evaluation committee's written recommendation, will notify all Offerors via a posting on the RMEPS website of the results of the RFP evaluation. The posting will be an announcement of the "Notice of Intent to Make an Award" will name the apparent successful Offeror.

20. Award of Contract

The award will be made to the responsive and responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the University may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible Offeror.

21. Acceptance of Proposal Content

The contents of the proposal (including persons specified to implement the project) of the successful Offeror will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract may result in cancellation of the award and such Offeror may be removed from future solicitations. Under these conditions, the University reserves the right to enter into negotiations with the next ranking bidder on the same terms and conditions as set forth in the Request for Proposal.

22. Standard Contract

The successful bidder will enter into a contract with the University. The state contract contains certain required provisions for doing business with the state of Colorado, labeled "Special Provisions." The Special Provisions are required to be contained in every state contract without modification or exception. The Offeror shall include with its proposal a separate page entitled "Exceptions to Contract Terms," setting forth in detail all objections and exceptions it may have to any other terms and provisions contained in the special provisions, and failing such, shall be deemed to have accepted such terms and provisions. Failure to accept the University's standard contract provisions may result in cancellation of the award. The state contract, including the Special Provisions, is attached electronically as a separate PDF document.

23. RFP Cancellation

The University reserves the right to cancel this Request for Proposal at any time, without penalty.

24. Ownership of Contract Products/Services

Proposals, upon established opening time, become the property of the University. All products/services produced in response to the contract resulting from this RFP will be the sole property of the University unless otherwise noted in the RFP. The contents of the successful Offeror's proposal will become contractual obligations.

25. Incurring Costs

The University is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract. No proprietary interest of any nature shall accrue until a contract is awarded and signed by all concerned parties.

26. Non-Discrimination

The Offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.

27. Rejection of Proposals

The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the University.

28. Parent Company

If an Offeror is owned or controlled by a parent company, the main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number provided must be that of the Offeror responding to the RFP.

29. News Releases

News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.

30. Contract Cancellation

The University reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the offeror.

31. Certification of Independent Price Determination

- A. By submission of this proposal, each Offeror, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
 - 1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any Competitor; and
 - 3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the Vendor Signature Form of this proposal certified that:
 - 1. They are the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that they have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

2. They are not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and they have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.
- C. A proposal will not be considered for award where (A)(1), (A)(3), or (2) above has been deleted or modified. Where (A)(2) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or their designee, determines that such disclosure was not made for the purpose of restricting competition.

32. Conflicts of Interest

The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from their fiduciary duty is liable to the people of the state. Rules of conduct for public officers and state employees:

- A. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached their fiduciary duty.
- B. A public officer or a state employee shall not:
 1. Engage in a substantial financial transaction for their private business purposes with a person whom they inspect, regulate, or supervise in the course of their official duties;
 2. Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from their agency;
 3. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency, or
 4. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which they either have a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
- C. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (4) of subsection (B) of this section if their participation is necessary to the administration of a statute and if they comply with the voluntary disclosure procedures under CRS section 24-18-110.
- D. Paragraph (3) of subsection (B) of this section does not apply to a member of a board, commission, council, or committee if they comply with the voluntary disclosure procedures under CRS 24-18-110 and if they are not a full-time state employee. Reference CRS 24-18-108.

33. Taxes

Colorado Mesa University, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code Registration No. 84-6000546) and from all state government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State Sales Tax Exemption Number is 98-03693. Seller is hereby notified that when materials are purchased in certain political

subdivisions the seller may be required to pay sales tax even though the ultimate product or service is provided to the state of Colorado. This sales tax will not be reimbursed by the state.

34. Assignment and Delegation

Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

35. Availability of Funds

Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the University and the state of Colorado.

36. Bid Bonds/Security

If the RFP so states, a bid security in an amount equal to 5% of your proposal shall be furnished if your proposal exceeds \$50,000. If the specifications so state, it may be required for projects of less than \$50,000. Not required for this Bid.

37. Contractor's Performance Bond

Not required for this Solicitation.

38. Standard Insurance Requirements

- A. The Offeror shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:
 - 1. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of offeror's employees acting within the course and scope of their employment.
 - 2. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent offerors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - i. \$1,000,000 each occurrence;
 - ii. \$2,000,000 general aggregate;
 - iii. \$2,000,000 products and completed operations aggregate; and
 - iv. \$50,000 any one fire.
 - 3. Automobile Liability Insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.
- B. Colorado Mesa University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG

2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the University.

- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the University.
- D. The offeror will require all insurance policies in any way related to the contract and secured and maintained by the offeror to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the University.
- F. The offeror shall provide certificates showing insurance coverage required by this contract to the University within seven business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the offeror shall deliver the state certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the University may request in writing, and the offeror shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.
- G. Notwithstanding subsection A of this section, if the offeror is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the offeror shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the contractor shall show proof of such insurance satisfactory to the University.

39. Independent Contractor Clause

All personal service contracts must contain the following clause:

"The contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents."

40. Indemnification

To the extent authorized by law, the contractor shall indemnify, save and hold harmless the University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

41. Venue

The laws of the state of Colorado, U.S.A. shall govern in connection with the formation, performance, and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

Section 2: Background, Overview, and Goals

This is an invitation to submit a proposal for exclusive pouring rights, the right to sell fountain beverages and soft drink vending at Colorado Mesa University in exchange for a five or ten year contract in accordance with the information, specifications and requirements set out in this document.

The goal of this RFP is to develop a corporate partnership that will provide the students, faculty and staff of Colorado Mesa University with a continuing beverage contract wherein quality, service and revenues are primary considerations. The partnership we are hoping to develop is not just about selling products. Colorado Mesa University pursues values aligned partnerships where partners integrate ways to help CMU fulfill its mission, vision and values while developing funds and scholarships for CMU departments including Athletics, the CMU Foundation, Marketing and Communication and Public Relations initiatives, and other auxiliary enterprises. To achieve these goals the partnership must support the fundamental core values of each party. Any resulting agreement must embody the mission and vision and values of Colorado Mesa University.

The University's general goal is to improve beverage services and increase net revenues by maximizing the availability of products, enhancing the quality of brands offered to students, strengthening CMU brand recognition in local retail environments, offering marketing and sales opportunities and developing strategies that benefit the University and the beverage provider. It is anticipated that an exclusive five or ten year agreement for beverages will provide additional revenue to support CMU programs.

The Colorado Mesa University of 2025 is a Human Scale University where we are a model of the world we want to create. We are looking for corporate partners who share our vision and values. The resulting contract for soft drink vending and exclusive pouring rights will partner with a company who is willing to go the extra mile to make it happen.

Attached is a link to the University's 2021 Economic Impact Study that provides some insight into the University's growth in enrollment, capital expenditures and demographics. [Regional Economic Impact Study](#).

Section 3: Statement of Work

The University will provide the contractor the exclusive right to supply all carbonated and non-carbonated soft drinks, bottled water, bottled juice, and isotonic products on the premises of every school and facility owned, leased, occupied or operated by the University or its Food Service Providers, now or in the future, including all buildings, grounds, parking lots, dining facilities, snack bars, food carts, athletic facilities and concession stands, unbranded and branded food service outlets and vending areas. "Facilities" shall also be deemed to include other convenience store operations and restaurants initiated after the date of this solicitation in space leased to third-party commercial tenants within University-

owned buildings principally utilized for educational purposes, student activities or student residences. The contractor shall supply all products, as outlined above, in a timely manner to maximize sales in all vending machines, concessions and food service operations.

In preparing a response to this Request for Proposal, Offeror should describe in detail how they propose to meet the specifications for each area as detailed in the following sections. In anticipating future campus growth, each Offeror is required to submit a five (5) year Proposal and a separate ten (10) year Proposal. Both Proposals will be compared and evaluated to determine the Proposal that best meets the needs of the University. Such determination will be at the sole discretion of the University. If a five (5) year proposal is selected, the University will have the option to extend and/or renegotiate up to an additional three (3) years past the original term for a total of eight years subject to a new financial proposal that would increase the amounts from the previous five years. Such option to renew will be by mutual consent of all parties. All Proposals, in order to meet the minimum qualifications for submission, must include the following documents:

1. EXCLUSIVE SOFT DRINK ADVERTISING OPPORTUNITIES:

The promotional opportunities at Colorado Mesa University address a range of marketing potential for our corporate partners. We offer affiliation, exclusivity, public relations and communications executions, impressions and visibility, entertainment & hospitality, access to target markets, coupons and/or sampling, product placement, recognition, employee benefits and sales opportunities. It will be the Offeror's responsibility to coordinate with the University how best to identify and market these opportunities.

2. BEVERAGE VENDING & VENDING MACHINES:

This section is for exclusive beverage vending rights at Colorado Mesa University. This section will outline the requirements for vending operations including products, machines, electrical service and commissions. Refer to Exhibit A for a listing of existing vending machines.

Beverage Vending Pricing - The Offeror shall include in its offer a pricing proposal for beverage vending products and the percentage of commission paid to the University.

The Offeror shall propose a minimum of six different beverage offerings within all vending machines. The proposal's response should also recommend the size and type of container that would present the best opportunity to maximize revenue.

a. EQUIPMENT:

The Contractor will be required to immediately furnish upon award, vendor-owned and manufactured vending soft drink machines at all agreed upon locations. All vending machines shall be modern and of the latest technology and have the capability to accept all forms of tender. All machines shall be equipped with coin operation, bill validators and credit/debit card readers. The University is interested in equipping the vending machines with mobile payment technologies and other cashless forms of payment. One example is smartphone interactions. Please address this in response if such a capability exists. The UNIVERSITY has a campus "One Card" system (MavCard) that includes a declining balance debit system. The proposal must include the schedule for installing vending equipment with card readers capable of processing the MavCard. All machines shall have non-resettable meters that can be used for sales verification by the

University. Vending machines shall be quiet and not disruptive to the activities occurring on University property. The Offeror at its sole cost and expense, provides the UNIVERSITY with a custom front sign panel for use on the vending equipment placed on the campus. Both parties will mutually approve the design. Cost of installation for all machines shall be the Offerors' responsibility.

The Offeror shall be responsible for the maintenance and repair of vending equipment, including credit card readers and any other equipment it provides for use on University property. The Offeror must ensure that each vending machine is not out of service for more than 24 hours from the time of notification of a malfunction. The Offeror shall replace machines, which are frequently out of service or malfunctioning. The Offeror must outline a plan for keeping the product full and fresh.

The University shall furnish, at no cost to the Offeror, electrical utilities for the operation of all vending machines. The University shall take reasonable measures to avoid power loss and restore power if, and when, a power outage occurs. Vending machines must fit into current locations (refer to Exhibit A.) Any modifications to the locations shall be at the expense of the Proposer and must have prior approval of the UNIVERSITY. Vending units must be equipped with correct VendingMiser® or similar product for each location to maximize energy efficiency.

b. LOCATION OF VENDING MACHINES:

The University shall not be required to relocate any electrical outlets in order to provide electrical service to vending machines at desired locations. The use of extension cords to access electrical service longer than 10 feet (10') must be approved by the University. The vending contractor shall request in writing, no later than 14 days after contract award, the preferred location of all vending machines for the purpose of determining electrical service requirements. Final decisions regarding location of electrical outlets and vending machines shall be determined by the University. Vending machines may be relocated by the University at any time. The Offeror may be required to provide vending machines that are easily moved to accommodate special events (conferences, tournament... etc.).

3. BEVERAGE SERVICES IN FOOD SERVICE OPERATIONS:

This section includes the food service operations at Colorado Mesa University operated by Sodexo America, LLC Services. This section outlines the requirements for beverage products in our food service operations including the relationship with the food service contractor and overview of operations, products and disclosure of all product costs and financial packages to the University. Sodexo America, LLC has an exclusive contract to provide food service operations that include a variety of beverages in The Caf and retail outlets around campus such as Chick-Fil-A, Starbucks, Rowdy's convenience store, Flat Top Grill, Arcadia, Take 5 @ Houston Hall Café and Domingez, Take 5 @ Dominguez Hall, Einstein Bros. Bagel, Qdoba, and What the Mav in Tomlinson Library and The Scramble at CMU Tech in addition to conference and catering services. CMU is also opening a new 18,000 sf dining facility in Fall 2026. The venue will include national brands Panera and Jamba Juice, and Sodexo-branded Eat Market and a burger concept (name TBD). Any resulting contract with a beverage vendor will require a close working relationship with Sodexo America, LLC.

Colorado Mesa University also has concession operations in athletic venues that are open during all athletic events. The concession operation is owned and operated by the University's Athletic Department. The incumbents currently operating these enterprises will determine product pricing for all these operations with final approval of the University. Proposal responses must address the Offeror role as a supplier for products and services to all these operations. Wholesale prices must remain fair and competitive for everyone. All proposals must disclose wholesale pricing to Sodexo America, LLC and the concession operation operated by the University.

4. FOOD SERVICE BEVERAGE PRODUCTS:

There shall be a minimum of nine beverage offerings within the dining hall and retail operations. Offerings should include carbonated beverages both caffeinated and decaffeinated, diet, sport drinks and iced tea. Selections and offerings should maximize the revenue opportunities for the operation.

5. FOOD SERVICE BEVERAGE EQUIPMENT & SUPPLIES:

The beverage contractor will need to replace all fountain machines in all locations, refrigerated display coolers, portable pre-mix units, and retail trailer for mobile sales that are not being currently provided under existing arrangements, at no cost to the University. Additional equipment that may be required to accommodate new products and services will be provided at the Offeror's expense. All products and supplies shall be neatly and properly stocked in coolers and stock rooms.

6. IMPLEMENTATION SCHEDULE:

Your proposal will require a transition and implementation plan for all new equipment and signage in the dining, retail, concessions and vending operations to minimize any disruption of service to the University. The plan must include a schedule that includes the start and end date for the transition. All the work must be planned and scheduled to minimize disruptions of services to the University. Colorado Mesa University currently is a Swire Coca Cola campus.

7. STUDENT MEAL PLANS:

Colorado Mesa University has a mandatory freshman and sophomore "live-on" policy. Meal plan participants in August 2025 were approximately 2,640. All students living in the residence halls are required to purchase a meal plan, except those residing in the apartments. Currently, the board plan provides access for students that live in the residence halls. The plans are offered in four formats:

- a. The Unlimited offers unlimited daily access to The Caf during operating hours;
- b. The 17 offers 17 meals in The Caf per week;
- c. The 14 provides 14 meals in The Caf per week;
- d. and The Apartment Plan provides 7 meals in The Caf per week.

Meal exchanges are available with every plan; currently, students can 'trade' a meal in The Caf for lunch at Qdoba, lunch at Einstein's Bagels, or dinner at Chick-Fil-A. Meal exchange menu options are limited, but all include a beverage. Students living off-campus may purchase a meal plan, pay cash for individual meals, or may purchase a Commuter Plan option which provides 20, 40, or 80 meals in The Caf. Similarly, Faculty and Staff of the University may purchase a Faculty/Staff Plan option which provides 10, 25, or 50 meals in The Caf. The University reserves

the right to change, add or delete the types of board plans offered. The University also provides declining-balance ""MavMoney"" with the purchase of any Board plan (\$250-\$350 per semester) or Commuter Plan (\$100-\$300 per plan); Faculty/Staff plans are excluded. MavMoney can be used at any University dining venue and at most campus vending machines.

8. SUMMER SERVICE:

The food service contractor provides all food service-related needs for the University's summer conference and camp programs. This includes but is not limited to cafeteria style service, banquets, receptions, coffee service, sack lunches, barbecues, and athletic meals. No Board, Commuter, or Faculty/Staff plans are offered during the summer; however, MavMoney may still be used. Summer conference business generally runs from June through July.

9. RECYCLING and SUSTAINABILITY

The University recycling program is outsourced with a third party for recycling services that include cardboard, paper, plastic, tin, aluminum, and glass. The Offeror shall develop programs, approved by the University to enhance and promote our recycling efforts. The Offeror must demonstrate a commitment to recycling that, at a minimum, matches and evolves with the University's recycling program. A recycling program with an emphasis on the following four (4) areas: financial/operational support for recycling, waste reduction, recycled product use, promotional support.

The University has an interest in promoting and enhancing the overall wellness of the community. There are opportunities with this solicitation to demonstrate a commitment to three core elements of community wellness: economic, social and environmental health. The University is interested in learning about the Offeror's community programs that address these core elements and how they can be incorporated into delivering the services required in this solicitation that promote and communicate our responsibility to community wellness.

Offeror's proposal should consider efforts and programs that help CMU stand apart from other institutions of higher learning.

10. FOOD SERVICE & CONCESSION FINANCIAL PACKAGE:

The Offeror's proposal response must clearly indicate the amount of revenue that will be generated from this exclusive agreement over the five or ten year term for vending, concessions, and food service. The food service contractor provides all food service-related needs for the University's summer conference and camp programs. This includes but is not limited to cafeteria style service, banquets, receptions, coffee service, sack lunches, barbecues, and athletic meals. Summer conference business generally runs from June through July.

The University will consider a 10-year agreement if it significantly enhances the financial proposal from the Offeror.

11. FINANCIAL CONSIDERATIONS:

A key element in establishing prices for vending, food service operations and concessions is that the Offeror must guarantee the University the status of a preferred customer. The purpose is to prevent overpricing and gain the support of those that otherwise may be skeptical of an

exclusive contract. Price increases for all operations will be made with the approval of the Contracting Officer in consultation with the Food Service Contract Liaison or designee.

The Consumer Price Index (Denver-Aurora-Lakewood CPI) will be the economic indicator used to justify increases in price for all products.

Proposed price increases to be considered in meal plan rates for the upcoming academic year must be submitted to the Contracting Officer in consultation with the Food Service contract Liaison or designee not later than January 15.

12. ACCOUNTING REQUIREMENTS:

The Offeror will maintain cash, revenue and expense records in accordance with generally accepted accounting principles during the term of the contract. The University shall have access to the records to perform audits during this period and for a period of one (1) year after the termination of the contract. The Offeror will provide any special accounting reports as may be required from time to time by the University. All financial records of the Offeror pertaining to this contract shall be made available for audit during normal working hours by the University or its designated auditor. The Offeror shall provide and maintain a petty cash fund of at least \$20 at the University Center Information Desk for the purpose of making prompt refunds of money lost in the Offeror's machines. The Offeror will replenish these funds at least monthly, if not more frequently depending on diminishing petty cash balance.

The University must approve the Offeror's monthly report format for the purpose of tabulating and monitoring sales receipts and the making of commission payments. Such reports shall be submitted to the University's Assistant VP of Auxiliaries monthly and shall include a detailed sales report by product and machine location, as well as a periodic reconciliation of sales dollars for each location with the gross expected sales dollars based on the product sold. The report must separate sales and commission payments by site and program (machine vending and Food Service). The Offeror shall maintain complete and accurate records of vending transactions for each machine in accordance with accepted industry standards and keep such financial records for a period of three years after the close of each year's operation. The Offeror and the University will jointly coordinate the collection of sales data from all vending machines.

13. OTHER CONTRACTUAL PROVISIONS:

The Offeror shall comply with all applicable provisions of federal, state, and local laws, ordinances and regulations and shall procure, at its expense, all licenses or permits necessary to lawfully operate food service outlets on the University campus.

The Offeror agrees that it shall be the distinct obligation of the Offeror not to involve the University in any labor disputes. In the event of such a labor dispute, the University reserves the right to provide alternate services, and if necessary, to terminate this agreement forthwith upon notification to the Offeror.

14. ADD ALTERNATIVE:

Please include a detailed description of how adding the following alternative to the scope would change the offeror's proposal, if any. If the offeror is able to accept the add alternative below and it does not change the offeror's proposal, the element of benefit is

neutral and should be stated as such. If the offeror is able to accept, but the acceptance has a positive or negative impact on offeror's proposal, please outline this result in great detail, down to the exact amount of positive or negative impact to the offeror's base proposal. Failure to provide a price for any add alternate in the specified format may be grounds for deeming a bid non-responsive and subject to rejection.

a. COMPETITIVE PRODUCTS EXCEPTION:

While the University may grant exclusive pouring rights under this agreement, an add/alternative could be used to offer a limited selection of competitive beverages in order to meet evolving consumer demand. This may include energy drinks, kombucha and other probiotic or fermented beverages, specialty teas, flavored sparkling waters outside of the brand owner's portfolio, and other specialty or functional beverages.

Intended to support local and regional suppliers by offering unique products not represented in the brand owner's portfolio, such as locally brewed coffees and pressed juices. Consideration may also be given to beverages with demonstrated nutritional, wellness, or functional benefits, such as plant-based elixirs, enhanced hydration products, protein shakes, and other performance-oriented drinks. This balanced approach preserves the value of the exclusivity agreement while providing flexibility to meet students' interest in health-focused and innovative beverage categories.

This exception would be applied in good faith, ensuring that competitive products will supplement—rather than conflict with—the exclusivity provided to the contracted beverage partner and will not exceed 10% of cooler offerings. The List of competitive products must be mutually agreed upon by the University and the Offeror.

15. OPTIONAL CONSIDERATIONS: This section is optional.

- a. Please include a description of any other methods, plans and strategies that you would like the University to consider. This section may include any exceptions and deviations that you consider necessary to maximize benefits to the University. This section is intended to supplement the required responses in the RFP. Any reasonable proposal that results in additional revenues and services to the University will be considered. This section is included to identify other opportunities that may have been overlooked and provide an opportunity for Offeror to take advantage of their expertise in sales and marketing. Responding to this section will only enhance the proposal.

Section 4: Offeror's Response Format

To assist the evaluation committee in reviewing proposals a standard and consistent format for responding to this RFP is outlined as follows:

The Offeror's response format should be organized in a manner that follows the outline of the RFP. The sections of the RFP that require a response should begin with referencing the outline number and restating the requirement or question, followed by the response.

Section 5: Evaluation Process and Criteria

1. Evaluation Process

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the evaluation committee. Each response will be scored by each member of the Evaluation Committee in each of the following areas outlined in Section 4, Offeror's Response Format and each area will be rated on a scale from 1-10 with 10 being the highest rating and 1 being the lowest rating.

2. Evaluation Criteria

1. Overall responsiveness and quality of proposal	20%
2. Product pricing	25%
3. Variety and of products available to customers	10%
4. Community, Brand and Retail Marketing Efforts	20%
5. Financial proposal to the University	25%

While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range (if necessary) and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and any relative weights if established.

3. Basis of Award

The technical factors will be assessed based on the soundness of the Offeror's approach and understanding of the requirements. The experience and/or demonstrated capabilities factor will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Assessments include a judgment concerning the potential risk of unsuccessful or untimely performance and the anticipated amount of University involvement necessary to ensure timely, successful performance. The selection is ultimately a business judgment that will reflect an integrated assessment of the relative merits of proposals using the factors identified above. The University reserves the right to reject any (or all) proposal(s) that pose in the judgment of the University, unacceptable risks of unsuccessful or untimely performance, unacceptable University resource requirements, or costs exceeding the budget constraints. Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the Offeror.

Section 6: Required Submittals

VENDOR SIGNATURE FORM

CMU 2842

Pouring and Beverage Vending Provider

Proposals Due: October 10, 2025 at

Time: 9:00 am MST

Bids will be accepted electronically through the Rocky Mountain ePurchasing System (RMEPS) website at <https://www.rockymountainbidsystem.com>. The RMEPS website offers both free and paid registration options that allow for full access of the solicitation documents and for electronic submission of proposals. [Note: Free registration on the site may take up to 24 hours to process; plan registration to allow time for on-time bid submission.] Colorado Mesa University does not have access or control of the vendor side of the RMEPS website, contact RMEPS directly to resolve any issues encountered prior to response deadline (800) 835-4603.

The Offeror herein noted has carefully examined all components, instructions and requirements of this RFP and proposes to furnish the services described herein. The undersigned hereby agrees to provide Pouring and Beverage Vending Provider on behalf of Colorado Mesa University in accordance with the specifications, requirements, terms, and conditions contained herein for the rates quoted. The undersigned certifies that all representations, certifications, and statements within its proposal are true and accurate as of the date of the proposal submission. The person signing this Vendor Signature Form certifies that they are a duly authorized officer for the Offeror, and that the information and any materials enclosed with this proposal represent the capability of the company to provide the services described in the quote.

This Vendor Signature Form page **MUST** be signed for proposal to be valid.

COMPLETE THE FOLLOWING:

Federal Employer ID No. _____ Date: _____

Company Name: _____

Authorized Signature: _____

Typed/Printed Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone No.: _____

Contact for Clarifications:

Name: _____

Title: _____

Phone No.: _____

Email: _____

Offeror Acknowledges Receipt of Addendum No. ____, ____, ____, ____ (Addendums MUST be acknowledged)

Exhibit A

**Colorado Mesa University
Vending Machines Locations and Counts
2025-26**

Building	Number of Machines
CMU - MAVERICK HOTEL	2
CMU-ARCHULETA ENGINEERING CNTR	1
CMU-ASPEN HALL	1
CMU-BUNTING HALL 2ND FL	2
CMU-CONFLUENCE HALL	2
CMU-DOMINGUEZ HALL	1
CMU-ESCALANTE HALL	2
CMU-FINE ARTS	1
CMU-GARFIELD HALL	2
CMU-GRAND MESA HALL	3
CMU-HEALTH SCIENCE BLDG	1
CMU-HEINY HALL	1
CMU-HOUSTON HALL	3
CMU-LUCERO HALL	1
CMU-MONTROSE CAMPUS	1
CMU-MONUMENT HALL	2
CMU-MOSS PERFORMING ARTS CENTER	1
CMU-ORCHARD AVE APTS	2
CMU-RAIT HALL	2
CMU-SAUNDER FIELDHOUSE	4
CMU-SOUTH CAMPUS	1
CMU-TOLMAN HALL	1
CMU-UNIVERSITY CENTER	2
CMU-WESTERN COMMUNITY COLLEGE	3
CMU-WINGATE HALL	1
CMU-WUBBEN HALL	2

Exhibit B
Colorado Mesa University
Five-year Vending and Fountain Sales Volume

Building	Location	CASES SOLD (CALENDAR YEAR)				
		2020	2021	2022	2023	2024
CMU - MAVERICK HOTEL	2ND FLOOR	9	24	19	9	10
CMU - MAVERICK HOTEL	3RD FLOOR	7	21	15	8	18
CMU-ARCHULETA ENGINEERING CNTR	BREAKROOM	15	14	49	28	44
CMU-ASPEN HALL			8	35	52	52
CMU-BUNTING HALL 2ND FL		67	82	71	73	78
CMU-BUNTING HALL 3RD FL		52	38	76	58	51
CMU-CONFLUENCE HALL	1ST FL VENDING ROOM	50	40	66	56	78
CMU-CONFLUENCE HALL	2ND FLOOR	47	86	75	91	98
CMU-DOMINGUEZ HALL	2ND FL -JAZZMAN COFFEE	38	51	82	70	68
CMU-ESCALANTE HALL	1ST FL L OF MAIN ENTRANCE	79	106	114	97	96
CMU-ESCALANTE HALL	3RD FL R OF THE TOP OF STAIRS	37	20	73	73	72
CMU-FINE ARTS	FRONT ENTRANCE ON RIGHT	45	52	106	95	128
CMU-GARFIELD HALL	N END OF DORM	118	105	93	87	66
CMU-GARFIELD HALL	S END ENTRANCE	94	76	104	90	132
CMU-GRAND MESA HALL	S END OF MIDDLE ENTRANCE	23	40	56	23	28
CMU-GRAND MESA HALL	1ST FL SITTING AREA	86	101	101	68	77
CMU-GRAND MESA HALL	1ST FL N SIDE MID ENTER	25	52	57	46	28
CMU-HEALTH SCIENCE BLDG	VENDING AREA	20	40	41	61	55
CMU-HEINY HALL	2ND FL BREAKROOM	11	18	27	17	20
CMU-HOUSTON HALL	1ST FL N ENTRANCE	60	88	81	79	83
CMU-HOUSTON HALL	2ND FLOOR EAST	36	68	87	71	52
CMU-HOUSTON HALL	2ND FLOOR WEST	45	48	77	73	54
CMU-LUCERO HALL	2ND FL CENTER RA DESK	123	63	61	100	96
CMU-MONTROSE CAMPUS	1ST FL MAIN ENTRANCE	38	44	50	41	40
CMU-MONUMENT HALL	1ST FL 5800 VEND RM	36	19	34	24	33
CMU-MONUMENT HALL	1ST FL 3800 R SIDE VEND RM	20	21	24	40	13
CMU-MOSS PERFORMING ARTS CENTER	E SIDE OF MAIN ENTRANCE	62	60	96	55	85
CMU-ORCHARD AVE APTS	2ND FL COMMONS AREA	27	26	28	40	29
CMU-ORCHARD AVE APTS	4TH FL COMMONS AREA	30	33	34	33	25
CMU-RAIT HALL	1ST FLOOR VENDING	52	66	82	71	62
CMU-RAIT HALL	3RD FL COMMONS AREA	25	28	22	15	18
CMU-SAUNDER FIELDHOUSE	5800 S SIDE OF GYM	61	85	98	90	36

CMU-SAUNDER FIELDHOUSE	3800 S SIDE OF GYM	53	124	175	152	10
CMU-SAUNDER FIELDHOUSE	5800 N SIDE OF GYM	29	29	32	45	40
CMU-SAUNDER FIELDHOUSE	3800 N SIDE OF GYM	35	56	98	102	113
CMU-SOUTH CAMPUS	BACK OF SHOP W WALL	15	16	30	20	44
CMU-TOLMAN HALL	1ST FL VENDING	85	114	127	111	90
CMU-UNIVERSITY CENTER	2ND FL EAST OF RESTROOM	34	46	77	57	62
CMU-UNIVERSITY CENTER	2ND FL W SIDE COMMONS AREA	34	50	64	49	50
CMU-WESTERN COMMUNITY COLLEGE	BLDG A VEND AREA	111	90	120	87	114
CMU-WESTERN COMMUNITY COLLEGE	BLDG B COMMONS AREA	50	62	51	22	49
CMU-WESTERN COMMUNITY COLLEGE	BLDG B COMMONS AREA	68	88	100	77	87
CMU-WINGATE HALL	1ST FL NEAR RA DESK	44	31	39	12	67
CMU-WUBBEN HALL	1ST FL EAST END	58	81	89	80	64
CMU-WUBBEN HALL	1ST FL W END	58	63	75	68	46
		2,112	2,474	3,110	2,717	2,662

CASES SOLD (CALENDAR YEAR)

Fountain Location	2020	2021	2022	2023	2024
DINING HALL	5,279	5,953	7,342	8,096	8,555
LIBRARY QDOBA	1,309	1,518	1,557	1,419	1,193
EINSTEINS BAGEL	90	114	108	112	116
HOUSTON HALL NORTH AVE	23	113	222	283	190
CMU TECH	57	124	61	107	101
CHICK-FIL-A	521	582	678	688	984
ROWDYS C STORE	1,302	1,740	2,304	2,210	2,380
BROWNSON ARENA CONCESSIONS	327	502	1,175	1,104	1,311
GYM	11	94	50	55	69
BOOKSTORE	15	17	23	19	20
COMPLIMENTARY	204	187	210	362	310
BETTY'S GOURMET COFFEE	310	532	574	277	161
CATERING			162	245	276
DEVIL'S KITCHEN				378	503
STUDENT LIFE				201	271
UNIVERSITY CENTER				25	40
CMU PRESIDENTS OFFICE					115
ASTERIA THEATRE					229
	9,448	11,476	14,466	15,581	16,824

Exhibit C

Five-year Population Data

Student Enrollment

Term	2021-22	2022-23	2023-24	2024-25	2025-26
Number of Students	8,907	8,905	8,995	9,785	10,139

Students in Campus Housing

Term	2021-22	2022-23	2023-24	2024-25	2025-26
Number of Students	2,449	2,534	2,498	2,960	2,740

Meal Plan Participants

Term	2021-22	2022-23	2023-24	2024-25	2025-26
Number of Students	2,080	2,125	2,171	2,624	2,640

Exhibit D

2025-26 DINING AND RETAIL HOURS & DATES OF OPERATION

The Caf Dining Hall

Fall Term: Continuous Service August 11, 2025 through December 11, 2025

Spring Term: Continuous Services January 17, 2026 through May 14, 2026

Hours:

Monday - Friday 6:45 am - 8:30 pm

Saturday - Sunday 8:00 am - 1:30 pm 5:00 pm - 8:00 pm

Regular service hours for additional campus food venues (open while Fall and Spring classes are in session) are as follows:

Flat Top Grill*

Monday through Friday 7:30 a.m. to 11:00 p.m.
Saturday 11:00 a.m. to 11:00 p.m.
Sunday 11:00 a.m. to 10:00 p.m.

Einstein's Bros. Bagels

Monday through Friday 7:30 a.m. to 5:00 p.m.
Saturday Closed
Sunday 1:00 p.m. to 5:00 p.m.

Rowdy's* (C Store)

Monday through Friday 7:30 a.m. to 10:00 p.m.
Saturday 9:00 a.m. to 10:00 p.m.
Sunday 9:00 a.m. to 10:00 p.m.

What the Mav?*

Monday through Friday 11:00 a.m. to 8:00 p.m.
Saturday Closed
Sunday 1:00 p.m. to 6:00 p.m.

Sushi-Hot Bowls*

Monday through Friday 10:00 a.m. to 6:00 p.m.
Saturday and Sunday Closed

QDOBA

Monday through Friday 11:00 a.m. to 8:00 p.m.
Saturday Closed
Sunday 1:00 p.m. to 6:00 p.m.

Chick-Fil-A

Monday through Friday 10:30 a.m. to 9:00 p.m.
Saturday 12:00 pm. to 9:00 p.m.
Sunday Closed

Starbuck's (University Center)

Monday through Friday 6:45 a.m. to 6:00 p.m.
Saturday and Sunday 9:00 a.m. to 3:00 p.m.

Take 5 at Houston Hall/Domingez Hall*

Monday through Friday 7:30 a.m. to 1:00 p.m.
Saturday and Sunday Closed

CMU Tech (The Scramble)*

Monday through Friday 7:45 a.m. to 1:00 p.m.
Saturday and Sunday Closed

*Denotes Sodexo Brands

Opening in Fall 2026, a new 18,000 sf dining facility is coming to CMU. The venue will include national brands Panera and Jamba Juice, and Sodexo-branded Eat Market and a burger concept (name TBD).

Exhibit E

COLORADO SPECIAL PROVISIONS

COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30- 202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages;

(ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and

(v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.