



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR PROPOSALS**

**BEVERAGE PROCUREMENT FOR THE  
UNIVERSITY OF MAINE**

**RFP # 13-09**

ISSUE DATE  
April 9, 2009

**MANDATORY PRE-PROPOSAL CONFERENCE**  
**Monday, April 27, 2009 at 1:30 p.m.**

**PROPOSALS MUST BE RECEIVED BY**  
**Tuesday, May 12, 2009**

DELIVER PROPOSALS TO

University of Maine System  
Office of Strategic Procurement  
Attn: Hal Wells  
16 Central Street  
Bangor, ME 04401

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## PROCUREMENT TIMETABLE

**Bidders are encouraged to read each section of the Request for Proposals thoroughly. While sections may appear similar, additional information may be included as applicable within each section. It is the responsibility of the bidder to understand the requirements of each section.**

**The procurement timetable represents the University's best estimated schedule. All dates, including the Contract start date may be subject to change.**

| ACTIVITY   | SCHEDULED DATE  |
|--|-----------------|
| Distribution of RFP  | April 9, 2009   |
| Public Notice of RFP                                       | April 10, 2009  |
| Pre-Proposal Conference                                    | April 27, 2009  |
| Closing Date for submission of written questions via-email | April 29, 2009  |
| University's e-mail response to written questions          | May 1, 2009     |
| Proposal submittal deadline                                | May 12, 2009    |
| Proposal evaluation period                                 | May 2009        |
| Presentations from selected bidders                        | May - June 2009 |
| Final evaluation period                                    | June 2009       |
| Contractor selection                                       | June 2009       |
| Contract start date  | July 2009       |

## SECTION ONE

### 1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System acting through the University of Maine is seeking proposals from qualified suppliers to provide services for the sale, distribution and merchandising of beverages in a Beverage Procurement program. The Contractor will be expected to provide high-quality product, state-of-the-art equipment, high quality and responsive maintenance and service programs for the routine care and replacement of equipment, user-friendly ordering system, predictable and reliable delivery program, accurate invoicing practices, ongoing marketing support to drive sales and customer satisfaction and a well-trained, courteous and professional staff to meet the University's needs.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a bidder may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected bidder.

Alternative proposals shall be clearly marked as such.

- 1.2 Definition of Parties: The University of Maine will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidders." The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Campus Information: Founded in 1865, the University is Maine's only land-grant and sea-grant institution and serves as the flagship university of the University of Maine System. It is the largest of the state's seven universities with a student enrollment of over 12,000 (3,800 students in residence) and 2,300 faculty and staff.

The University offers a competitive and intellectually challenging experience for its students through 88 bachelor's degree programs, 64 master's degree programs, and 25 doctoral programs. Professional education in a wide range of disciplines, including programs unique within the state in engineering, the sciences, natural resources, teacher education, business and human resources, meets student and societal needs. The Raymond H. Fogler Library is the largest library in Maine and is ranked among the top in the country. Fogler Library is Maine's only Patent and Trademark Depository Library. The newly-remodeled Richard R. and Anne A. Collins Center for the Arts emphasizes the importance of integrating the arts into the educational experience of the campus and provides a wide range of cultural events for the entire region.

Athletic competition at the intercollegiate level provides cultural, social, and health benefits which complement the University's academic mission as a complete learning community. The University fields NCAA Division I teams that aspire to the highest level of competition in America East, Hockey East and Colonial Athletic Association conferences. Several Black Bear teams have excelled to regional and national prominence, including the men's ice hockey team and the women's basketball team.

In addition to varsity athletics, University students take part in recreational and intramural sports and activities. The highly-celebrated 87,000+ square foot Student Recreation and Fitness Center was completed in 2008 and the \$25 million facility has become a popular center of recreational activities for the campus and surrounding communities.

- 1.4 Scope: The primary goal of this RFP is the implementation of a beverage contract for a national-brand product with the intent to maximize revenue, promote and increase market share of beverage products, control costs and provide exceptional service to University students, faculty, staff and visitors. The University desires to develop a model relationship that substantially advances beverage-related opportunities at the University and capitalizes on the immediate and long-term priorities of the institution and its Contractor.

This RFP outlines and describes the products and services expected by the University. Any contract resulting from this RFP is intended to award the Contractor sole and exclusive "pouring rights" to provide fountain dispensed carbonated beverages and juices, bottled carbonated beverages, bottled water and juices, and sports drinks at all dining, vending, concession, and catering locations. Locations include four full-service dining facilities, including the newly-remodeled Hilltop Dining and Wells Dining and Conference Center, five retail outlets including the Bookstore, concessions at athletic events and venues at the Library and the Collins Center for the Arts.

It is the University's intent to enter into an exclusive agreement for these products however alternate proposals will be accepted allowing for a percentage of preferred presence in the three convenience stores. The pricing format for this option is provided in Section Four.

Exclusive rights shall not extend to fraternity or sorority housing or to performers appearing on campus.

Energy drinks shall be priced as a separate category as defined in Section Four. They may be awarded to the pouring rights Contractor or awarded to multiple vendors solely at the discretion of the University.

- 1.5 Agreement with Learfield Communications, Inc.: In 2006, the University on behalf of the University of Maine Athletic Department entered into a contract with Learfield Communications Inc., whereby certain rights, including the rights secure and administer athletic sponsorships have been granted to Learfield. Learfield Communications, doing business as Black Bear Sports Properties on campus, retains the right to market and sell all athletic sponsorship and signage inventory.
- 1.6 Evaluation Criteria: The award of the Beverage Procurement program will be based on a comprehensive review, analysis and negotiation of the proposal that best meets the needs and objectives of the University. Each proposal will be evaluated by a committee using the following criteria:
- Financial package, including signing bonus, commissions and guaranteed revenue to the University
  - Sponsorship and marketing support of University programs
  - Scholarships
  - Product pricing
  - Demonstrated ability based on experience, including experience with higher education institutions, qualifications and references to provide the services, product and equipment requested
  - Product variety, quality and availability

- Quality of Beverage Procurement plan, including feasibility, innovation, communication, specific ideas and resources identified to support revenue and other objectives
  - Equipment and equipment replacement program
  - Demonstrated commitment to energy savings, sustainability, and recycling
  - Corporate citizenship, responsibility, and ethical business practices
- 1.7 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Inquires must be submitted in writing. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php). The University will not be bound by oral responses to inquiries or written responses other than addenda.
- Inquiries must be made to: June Baldacci  
Director of Purchasing and Resource Efficiency  
5765 Service Building  
Orono, Maine 04469-5765  
Phone: 207-581-2689  
E-Mail: Baldacci@maine.edu
- 1.8 Award of Proposal: Presentations may be requested of one or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder or bidders which in its opinion it considers more responsible and has/have offered the proposal that is the most responsive and may award the contract to that bidder or bidders. The University reserves the right, in its sole discretion, to waive irregularities considered immaterial. The University may cancel this RFP or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.9 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.10 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.11 Costs of Preparation: Bidders assume all costs of preparation of the proposal and any presentations necessary to the proposal process.

- 1.12 Debarment: Submission of a signed proposal in response to this solicitation is certification that the bidder (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.13 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in the bidder's response.
- 1.14 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 120 days from the due date of the proposal.
- 1.15 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the proposal opening date. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP # 13-09

- 1.16 Proposal Submission: A **SIGNED** original and 9 copies (**10 total**) of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Tuesday, May 12, 2009**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Bidders are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single bidder, however additional time may be granted to all bidders when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder  
Address of Bidder  
Due Date  
RFP # 13-09



- 1.17 **Mandatory Pre-Proposal Conference:** A conference will be held on **Monday, April 27, 2009 at 1:30 PM** local time in the Coe Room, 2<sup>nd</sup> floor, Memorial Union on the University of Maine's campus at Orono. The purpose of this conference is to visit University locations relative to the beverage program and to provide further clarification as may be required. Please hold all questions until this meeting. Questions that bidders may have after the pre-proposal must be submitted in writing no later than April 29, 2009.

Attendance by all prospective bidders is **mandatory**.

Firms planning to attend this pre-proposal conference should contact Margaret Weigang at 207-581-2695 or [Margaret.weigang@umit.maine.edu](mailto:Margaret.weigang@umit.maine.edu) no later than 4:00 p.m. local time on Friday, April 24, 2009, with the names and titles of the individuals who will attend.

- 1.18 **Sustainability and Green Campus Initiative:** The University recognizes its responsibility to foster stewardship of natural resources and to promote environmental citizenship through its purchasing decisions. Where possible, all materials submitted in response to this RFP should be fully recyclable. Proposals should be two-sided on 8.5 x 11 recycled paper and clipped together without binding.

The University is dedicated to purchasing recycled and environmentally preferred products when practicable, and to buy from entities committed to the support of campus sustainability initiatives. Campus sustainability includes but is not limited to the reduction of energy consumption and the reduction, reuse and recycling of packaging materials.

End Section One

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Documents:** If a separate contract is not written, the contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Modification and Amendment:** The parties may adjust the specific terms of this contract where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Director of Purchasing and Resource Efficiency at the University of Maine. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Term:** The contract term shall be effective upon approval by the University on or about July 1, 2009 for a period of ten years, through June 30, 2019.
- 2.4 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.
- 2.5 **Contract Validity:** In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
- 2.6 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide services to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within 20 days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice.

Except for such cancellation for cause by the University, either party may without prejudice to any right or remedy, and after giving the other party ninety (90) calendar days written notice, terminate the contract.

Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.

- 2.8 **Contract Administration and Clarification of Responsibilities:** The primary contact for contract administration and day-to-day management of the beverage procurement program shall be:

June Baldacci  
Director of Purchasing and Resource Efficiency  
5765 Service Building  
Orono, Maine 04469-5765  
Phone: 207-581-2689  
E-Mail: Baldacci@maine.edu

- 2.9 Litigation: This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this contract, shall be instituted in a state court located in the State of Maine.
- 2.10 Assignment: Neither party of the contract shall assign the contract, or any part thereof, without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.11 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.12 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.13 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from the University's Director of Equal Opportunity, North Stevens Hall, 207-581-1226.
- 2.14 Indemnification: Each party shall indemnify and hold harmless the other party and its affiliates, trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable

attorney's fees) arising out of its negligent acts or omissions or the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.

- 2.15 Force Majeure: If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations of the University shall be interrupted or stopped, performance of this contract, with the exception of the monies already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
- 2.16 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.17 Conflict of Interest: No officer or employee of the University involved in an advisory or decision-making capacity relating to any University purchase and no member of his or her immediate family shall have a financial interest, or have any beneficial personal interest, either directly or indirectly, in such purchase or any bidder, Contractor, lessor or vendor for such purpose.
- 2.18 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this contract is unsatisfactory, such person shall not again be employed in the execution of this contract without the prior written consent of the Contract Administrator.
- 2.19 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus, must be registered with the Department of Public Safety. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by campus police. Towing will be at the Contractor's expense. A copy of regulations can be obtained by calling Public Safety's Parking and Transportation Services, 207-581-4047.
- 2.20 License to University Marks: The University shall grant to the Contractor an exclusive, non-assignable license to use the University Marks throughout the State of Maine, on a royalty-free basis, for the purposes of marketing, promotion and advertising beverages covered by the contract. The license gives the Contractor the right to use the University Marks in or on all of the Contractor's advertising, promotional and packaging materials, which include, for all purposes of the contract, point-of-sale materials, cans and bottles, (not including cans or bottles associated with a championship event), can/bottle wraps and all other forms of packaging, broadcast, print, electronic and all other forms of media.

Contractor shall submit any of the previously outlined materials and/or activities to the University for approval prior to offering or introducing them to the market.

2.21 Compliance with Laws and Regulations: The Contractor shall comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the Contractor, such as the Gramm Leach Bliley Act which requires specific vendor contract provisions, and all other applicable policies of the University.

The Contractor shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of the Contractor's business.

2.22 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

| <u>Insurance Type</u>  | <u>Coverage Limit</u>   |
|--|---|
| 1. Commercial General Liability<br>Including Products Liability<br>(Written on an Occurrence-based form) | \$5,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 2. Vehicle Liability<br>(Including Hired & Non-Owned)  | \$5,000,000 per occurrence or more<br>(Bodily Injury and Property Damage) |
| 3. Workers Compensation<br>(In Compliance with Applicable State Law)                                     | Required for all personnel  |
| 4. Crime Insurance<br>(Including employee dishonesty)  | \$1,000,000   |

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying policy plus an Umbrella insurance policy. The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above shall be filed with:

Purchasing Department  
University of Maine  
5765 Service Building  
Orono, Maine 04469-5765

Certificates of Insurance must be received prior to the date of performance under this contract. Said certificates, in addition to proof of coverage, shall contain the standard Acord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

The University of Maine System  
16 Central Street  
Bangor, Maine 04401

It is the responsibility of the Contractor to assure that similar coverage's are in place for all persons or companies working for the Contractor.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

- 2.23 Products Liability: The Contractor warrants that the products supplied meet all applicable standards for the health and safety of human consumption as required by law and that they have been and will be, upon delivery, prepared, bottled, canned or packaged without manufacturing or design defect. Any costs associated with the violation of said warranty or requirements including injury to or illness of consumers shall be the responsibility of the Contractor.

End Section Two

## SECTION THREE

### 3.0 SCOPE OF WORK AND PROGRAM REQUIREMENTS:

Bidders shall provide complete information relative to the financial, management and operational objectives of this RFP. The University is seeking proposals that address, at a minimum, each requirement specified herein but bidders shall describe in detail any additional specifications that would enhance the success of a beverage program. Proposals will only be considered from reputable bidders organized primarily for the purpose of supporting fountain, bottle and vending service of carbonated beverages, water, energy, sports and juice drinks. A record of successful operation for a period of not less than 5 years is required.

### 3.1 MANAGEMENT AND OPERATIONAL REQUIREMENTS:

- 3.1.1 The Contractor is responsible for the set-up and operational efficiency of all beverage equipment, accessories, product, and CO<sub>2</sub> for all dispensing locations which may now exist or may be added in the future.
- 3.1.2 The Beverage Procurement contract will be in effect during the entire year, but with reduced sales volumes during the summer months and University holiday periods. The level of services must be acceptable to the University at all times. Appendix C shows estimated annual volume of product consumed at the University.
- 3.1.3 The premises, equipment, supplies and facilities shall be maintained in a satisfactory condition throughout the term of this contract. The Contractor shall adhere to the highest standards of cleanliness and sanitary practices. The Contractor shall act promptly to notify the University and remove product that becomes subject to a product recall. Equipment shall have the highest energy efficiency ratings possible.
- 3.1.4 Recognizing that a successful beverage program depends on favorable response from users, the Contractor shall meet regularly to work with campus managers and/or authorized committees to maintain maximum efficiency and good public relations with students, faculty and staff.
- 3.1.5 There will be no minimum order requirements.
- 3.1.6 The Contractor shall maintain complete and accurate records of all beverage sales and financial transactions in accordance with accepted industry accounting standards and shall keep all such financial records and statements pertaining to the operations at the University for a period of three years from the close of each year's operation. The University, or a designated representative, reserves the right to audit the Contractor's financial and operational records annually or more frequently if required.
- 3.1.7 The Contractor shall provide complete reports of beverage sales and financial transactions. Report data shall include but not be limited to:
  - Commissions and guaranteed revenues
  - Gross sales, net sales and commission derived for each vending machine
  - Building location of machines and product sold at that location

- Selling prices of products
- Volume and prices of dispensing product sold

- 3.1.8 The Contractor shall be responsible for control of keys and building access cards obtained from the University and shall be responsible for all costs associated with re-keying and replacement of locking materials as a result of loss.

The Contractor shall be responsible for losses resulting from not properly securing or maintaining the security of an area while performing tasks required by this contract. That is, if the Contractor uses keys or access cards to enter an area he/she must not prop open the door and must ensure that the door properly closes when he/she departs the area.

The University shall provide the Contractor with routine campus protection currently available to vending service, such as night patrol, door checks, security consulting, call responses, etc. The University and the Contractor shall mutually determine the additional security measures required to control unauthorized access to all vending service areas included in the contract.

### 3.2 PERSONNEL REQUIREMENTS:

- 3.2.1 The Contractor shall comply with all applicable governmental regulations related to the employment, compensation and payment of personnel and shall abide by all rules and regulations with regard to the employment of minors.
- 3.2.2 The Contractor and all employees of the Contractor shall observe all University rules and regulations that are applicable to University employees while on campus.
- 3.2.3 The Contractor will provide a professional manager who will be accessible to University staff and knowledgeable about the University and all aspects of the beverage program, and who has full authority to make operational decisions on behalf of the Contractor.
- 3.2.4 The Contractor shall provide game day personnel and equipment in support of concession and vending sales at major athletic events.
- 3.2.5 The Contractor shall not subcontract all or any substantial part of the Contract without prior written approval of the University. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Subcontractors shall be bound by the terms of any contract awarded under this RFP.
- 3.2.6 Verification of employee and subcontractor background checks shall be provided to the Contract Administrator.

### 3.3 BEVERAGE PRODUCT AND EQUIPMENT:

- 3.3.1 Current beverage volumes are provided in the Appendices; however it is an objective of this beverage program that sales and volume will increase over the life of the contract.



- 3.3.2 The Contractor shall, without cost to the University, supply, install, service and maintain all fountain, cooler, ice making, display and other equipment used to sell dispense or display beverages. Where necessary and when mutually agreed by the University, utilities shall be brought to the equipment by the University. The Contractor shall be responsible for the costs of the connections to the equipment including all other costs of equipment installation.

Contractor shall ensure that fountain and related equipment are maintained and dispense appropriate product (e.g. syrup/liquid mix, age, temperature, no overspray or spill.)

All dispensers shall be equipped with locks and/or shut off valves and shall be filtered with a stainless steel, vented, double check valve backflow. Dispensers shall have a separate water supply shut off.

- 3.3.3 The Contractor shall supply CO<sub>2</sub> for all locations at no charge and shall be responsible for installing gas lines to the dispensing equipment where such installation is necessary. The University will be responsible for passage through walls, ceilings, etc., however, the University reserves the right to withhold approval of dispensing equipment installation if the total investment required is not acceptable.
- 3.3.4 A program of preventative maintenance and regular replacement of worn, damaged or malfunctioning equipment, including vending and soft drink equipment, shall be instituted and carried out by the Contractor.
- 3.3.5 The Contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in potential service problems or sales reductions.
- 3.3.6 All equipment must be new and state-of-the-art energy-efficient, Energy Star rated or comparable. The University reserves the right to withhold approval of vending machine replacements if total investment is not acceptable.
- 3.3.7 The Contractor shall provide service and repair for all equipment at no cost to the University. Such service and repair shall be available within twenty-four hours, seven days a week.

With respect to any and all University operations providing three meals per day, the Contractor will use commercially reasonable efforts to repair its fountain dispensing equipment before the next scheduled meal service. If the Contractor is not able to perform the necessary repairs in the stated time frame, the Contractor will arrange for a back-up repair service to repair the fountain dispensing equipment.

- 3.3.8 University, faculty, staff, students and visitors look to alternative means of payment when operating automated vending machines. The University has a multi-functional ID card called the MaineCard that is used for security access, library access, meal plans and a variety of other services on campus. Upon request, cardholders can add a debit account feature for use at on-campus retail operations.

All vending equipment provided under the contract shall have card readers installed to accept the MaineCard and Blackboard debit card system. It shall be the Contractor's responsibility to purchase card readers and to bear all costs related to non-cash transaction alternatives. The University will assist in troubleshooting post-installation equipment problems associated with the technology.

Equipment shall also be able to accept other debit and credit cards, and shall be upgraded as necessary to accept emerging technologies available in automated vending purchases.

The Contractor shall be in compliance with the requisites of the SAS 70 and/or Payment Card Industry Data Security Standard and shall provide written confirmation of such compliance annually.

- 3.3.9 The University requires a fixed price commitment for a period of time as proposed by the bidder for the cost of all products furnished on the contract.
- 3.3.10 The cost of all products shall include transportation and delivery charges F.O.B. Destination. No additional charges will be allowed for fuel, packing, unloading, storage or partial shipments.

End Section Three

## SECTION FOUR

### 4.0 PROPOSAL CONTENT AND FORMAT:

Proposals shall include a table of contents with page numbers for each of the following required components of the proposal.

All proposals shall consist of a written point-by-point response to this RFP and each response must be cross-referenced to the corresponding numbered item in this section. The bidder's information should be stated in concise terms with emphasis on clarity and completeness of content. The University reserves the right to request additional information and/or presentations if clarification is needed.

Proposals that do not substantially conform to the contents of this RFP, and alter the basis for proposal comparison, may be considered unresponsive and sufficient cause for rejection. In addition to responses in accordance with the required format, bidders may submit alternate proposals. Alternate offers shall be clearly marked as such.

Bidders shall provide all information which completely describes product offerings, supplies, equipment delivery program, maintenance programs, area service support facilities, and marketing plans.

- 4.1 Executive Summary: The summary shall not exceed three pages and shall include the key points in the bidder's proposal.
- 4.2 Company organization and proposed staffing: Describe the company's organization, financial stability, experience and capacity in managing the requirements of this contract. Provide an organization chart and plan for the administrative management, supervision and staffing required under the specifications of this RFP. Provide examples of commitment to ethical business practices including the areas of human rights and corporate responsibility.
- 4.3 Beverage Program Plan: Provide a detailed Beverage Program Plan. Identify specific sales and revenue objectives for each product. Describe programs and resources which support achieving the identified objectives.
- 4.4 Product variety, quality and availability: Identify all products that would be available under the contract, including beverage category, package sizes, etc. Include syrups, pre-mix and CO<sub>2</sub>.
- 4.5 Financial Package: Provide complete information on the proposed financial package, including signing bonus, commissions, complimentary product, volume incentives and guaranteed revenue to the University.
  - 4.5.1 Provide a proposed financial package for exclusive fountain beverage pouring rights in all University dining and athletic facilities, and exclusive presence in all athletic and University vending locations and retail markets.
  - 4.5.2 Provide a proposed financial package for exclusive fountain beverage pouring rights in all University dining and athletic facilities, exclusive vending in all University and athletic vending locations with the exception of a minimum of 80% preferred presence

in retail markets.

- 4.6 Sponsorship, scholarships: Provide complete information on any additional financial support through sponsorship or scholarship programs.
- 4.7 Product Pricing: Provide pricing for all products that would be available under the contract. Pricing must include deposits, and all other costs associated with the product, for example, transportation and packaging. Provide the length of time that pricing will be guaranteed. After the guaranteed commitment, pricing may be adjusted up or down in an amount not to exceed an accepted index (e.g., the food and beverage component of the U.S. Government Consumer Price Index {CPI}) for the appropriate area.

List all available container types, sizes and case counts. Price each category listed by unit size, pack size, unit price, and pack price, in the following order: carbonated; non-carbonated, including bottled waters; juice drinks and juices, and sports drinks. Price energy drinks separately. Use the following example as a pricing format.

| Category | Unit Size | Pack Size | Unit Price | Pack Price |
|----------|-----------|-----------|------------|------------|
| Water    | 20 oz.    | 24        | \$         | \$         |

Provide analysis of product ingredients/nutrition information. State percentage of juice in each juice or juice drink listed. Note whether juice is made from concentrate.

- 4.8 Non-cash value contributions: Provide a description of non-cash value contributions to the beverage plan and University programs.
- 4.9 Equipment, equipment maintenance and replacement programs:
  - 4.9.1 Provide a description of all equipment that would be supplied in the execution of the contract. Describe your equipment delivery program.
  - 4.9.2 Provide information on equipment maintenance and replacement programs including area service support facilities. Describe, in detail, the equipment and parts inventory available to meet emergencies and routine maintenance and repair in support of this contract.
- 4.10 Sustainability and Recycling Initiatives: Provide information on corporate environmental practices promoting sustainability measures. Describe the type of products or equipment that will be used to enhance or improve the University’s sustainability with the reduction of energy and with the use of recycled products. Include complete energy efficiency information, such as energy-saving products comparable to the VendingMiser®. Include proposals for reducing, reusing and recycling resources, recycling initiatives on campus, disposal of solid waste, and conservation efforts. Submit additional information, if available, with regard to other potential measures to reduce energy consumption in vending machines.
- 4.11 Reporting: Provided a description of all reporting, including but not limited to commissions and guaranteed revenue payments, and sales and commission by machine/location.
- 4.12 References: Provide the name, address and phone number for at least three of the bidder’s current beverage programs at colleges or universities similar in size and scope to the beverage program required by the University.

SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Cell Phone)

\_\_\_\_\_  
(E-mail Address)

\_\_\_\_\_  
(Date)

|                   |
|-------------------|
| <b>APPENDIX A</b> |
|-------------------|

**VENDING SALES BY LOCATION (Total # of cases)**

| Customer Name       | Sales Quantity<br>This Year | Sales Quantity<br>Last Year |
|---------------------|-----------------------------|-----------------------------|
| AEWC BLDG #136      | 36                          | 56                          |
| ALFOND #151         | 128                         | 119                         |
| ALFOND #480         | 40                          | 77                          |
| ALFOND #481         | 47                          | 63                          |
| ALFOND #497         | 91                          | 97                          |
| ALFOND ARENA #188   | 71                          | 108                         |
| ALFOND ARENA #189   | 112                         | 92                          |
| ALUMNI HALL #1      | 61                          | 56                          |
| AMC BLDG #434       | 27                          | 38                          |
| ANDROSCOGGIN #276   | 78                          | 102                         |
| ANDROSCOGGIN #492   | 49                          | 69                          |
| AROOSTOOK #261      | 70                          | 92                          |
| AUBURT #54          | 81                          | 64                          |
| BARROWS #270        | 102                         | 84                          |
| BOARDMAN #78        | 73                          | 64                          |
| BUCHANAN #365       | 33                          | 30                          |
| CARNEGIE #124       | 32                          | 33                          |
| CHADBORNE #44       | 35                          | 29                          |
| CLASS OF 1944 #259  | 163                         | 163                         |
| CORBETT HALL #121   | 66                          | 73                          |
| CUMBERLAND #111     | 87                          | 90                          |
| CUMBERLAND #165     | 57                          | 59                          |
| CUTLER HEALTH #72   | 37                          | 52                          |
| DEERING #265        | 69                          | 67                          |
| DORIS TWITCHELL #16 | 60                          | 62                          |
| DPC BUSINESS #273   | 126                         | 148                         |
| DUNN HALL #482      | 64                          | 69                          |
| DUNN HALL #483      | 41                          | 51                          |
| EAST ANNEX #96      | 73                          | 76                          |
| ESTABROOK #475      | 102                         | 137                         |
| GANNET #274         | 154                         | 76                          |
| GANNET #493         | 96                          | 93                          |
| GANNETT ENERGY #294 | 0                           | -7                          |

|                     |      |      |
|---------------------|------|------|
| GARAGE #127         | 156  | 125  |
| HANCOCK #263        | 89   | 124  |
| HANCOCK #484        | 71   | 95   |
| HART #291           | 125  | 138  |
| HITCHNER #100       | 40   | 40   |
| KENNEBEC #258       | 59   | 77   |
| KENNEBEC #488       | 33   | 39   |
| KNOX HALL #275      | 82   | 90   |
| KNOX HALL #490      | 49   | 47   |
| LENGYEL #39         | 35   | 50   |
| LITTLE #373         | 119  | 131  |
| LITTLE #495         | 87   | 74   |
| LITTLE ENERGY #295  | 0    | -7   |
| MAHANEY CLUB #109   | -1   | 4    |
| MEMORIAL #120       | 244  | 225  |
| MEMORIAL GYM #255   | 130  | 128  |
| MEMORIAL GYM #297   | 149  | 176  |
| MERRILL #59         | 44   | 41   |
| MURRAY #76          | 61   | 66   |
| NEVILLE #269        | 116  | 108  |
| NEVILLE #477        | 67   | 76   |
| NEVILLE ENERGY #296 | 0    | -6   |
| NUTTING #262        | 95   | 91   |
| OAK HALL #174       | 39   | 52   |
| OXFORD #272         | 94   | 81   |
| OXFORD #478         | 68   | 48   |
| PENOBSCOT #264      | 72   | 66   |
| PENOBSCOT #474      | 32   | 41   |
| PUBLIC AFFAIRS #102 | 48   | 44   |
| RESIDENTS #366      | 51   | 56   |
| SERVICE BLDG #97    | 37   | 42   |
| SHIBLES #197        | 87   | 113  |
| SHIBLES #476        | 38   | 56   |
| SOMERSET #266       | 83   | 69   |
| SOMERSET #491       | 40   | 48   |
| STODDER #260        | 42   | 51   |
| WINGATE #115        | 36   | 47   |
| WINSLOW #60         | 43   | 28   |
| YORK #485           | 95   | 137  |
| YORK #487           | 91   | 65   |
| YORK ENERGY #293    | 0    | -2   |
|                     | 5207 | 5456 |

**APPENDIX B**

**VENDING SALES BY FLAVOR (total # of cases)**

|                     | Sales Quantity<br>This Year | Sales Quantity<br>Last Year |
|---------------------|-----------------------------|-----------------------------|
| <b>200Z</b>         | <b>4257</b>                 | <b>4637</b>                 |
| DIET COKE           | 1016                        | 1018                        |
| CLASSIC             | 876                         | 949                         |
| DASANI              | 583                         | 646                         |
| SUNKIST             | 447                         | 506                         |
| SPRITE              | 376                         | 454                         |
| VAULT               | 262                         | 375                         |
| CHERRY COKE         | 148                         | 25                          |
| NESTEA SWEET        | 111                         | 128                         |
| BARQ ROOTBEER       | 110                         | 86                          |
| COKE ZERO           | 94                          | 90                          |
| DASANI STRAWBERRY   | 79                          | 104                         |
| DIET SPRTE ZERO     | 42                          | 56                          |
| CF DIET COKE        | 33                          | 38                          |
| DASANI RASPBERRY    | 33                          | 72                          |
| DASANI LEMON        | 27                          | 42                          |
| CD GINGER           | 21                          | 1                           |
| COKE LIME           | 0                           | -1                          |
| DIET LIME COKE      | 0                           | 33                          |
| MMNC LEMONADE       | 0                           | 13                          |
| DASANI GRAPE        | -1                          | 2                           |
| <br><b>200Z PRM</b> | <br><b>858</b>              | <br><b>731</b>              |
| PWRA-MNT B          | 240                         | 230                         |
| PWRA-F/P            | 186                         | 179                         |
| PWRA-ORNGE          | 138                         | 103                         |
| PWRA-JAGGD          | 124                         | 201                         |
| VW XXX              | 60                          | 0                           |
| VW PWR C            | 35                          | 0                           |
| VW ENRGY            | 34                          | 0                           |
| VW RVIVE            | 24                          | 0                           |
| VW DFNSE            | 8                           | 0                           |
| VW ESSNTL           | 3                           | 0                           |



The University of Maine

RFP # 13-09

|                      |             |             |
|----------------------|-------------|-------------|
| VW FRML50            | 3           | 0           |
| PWRA-GRP             | 2           | 0           |
| VW MLTI-V            | 2           | 0           |
| VW BALNC             | 1           | 0           |
| H2ODWALA STRWBRY     | 0           | 7           |
| H2ODWALA BLUEBRY TEA | 0           | 6           |
| H2OWALA TROP ORNGE   | -2          | 5           |
| <b>CANS PRM</b>      | <b>94</b>   | <b>67</b>   |
| FULL THRTL           | 75          | 79          |
| FL THR B D           | 19          | 4           |
| DT FL THRT           | 0           | -5          |
| ROCKSTAR             | 0           | -3          |
| DT ROCKSTAR          | 0           | -5          |
| MOXIE ENERGY         | 0           | -3          |
| <b>WTR</b>           | <b>0</b>    | <b>5</b>    |
| <b>15.2 OZPRM</b>    | <b>-2</b>   | <b>16</b>   |
| <b>Totals</b>        | <b>5207</b> | <b>5456</b> |

**APPENDIX C**

**POSTMIX SALES (GALLONS)**

|                                   | <b>Gallons</b>                | <b>Gallons</b>                |
|-----------------------------------|-------------------------------|-------------------------------|
|                                   | <b><u>July 07-June 08</u></b> | <b><u>July 06-June 07</u></b> |
| 5400743 COKE USA UMO ME MARKET    | 3,555                         | 3,143                         |
| 5400747 COKE USA UMO HILLTOP      | 2,635                         | 0                             |
| 5410374 COKE USA UMO YORK         | 1,910                         | 2,158                         |
| 5400746 COKE USA UMO STEWART      | 973                           | 2,390                         |
| 5401207 COKE USA UMO SPORTS CONCE | 290                           | 245                           |
| 5404962 UMO ATHLETIC DEPT         | 110                           | 175                           |
| 5403282 COKE USA UMO WELLS        | 100                           | 0                             |
| 5406054 UMO MAINE MARKET          | 26                            | 80                            |
| 5405976 UMO STEWART COM KIT       | 10                            | 25                            |
| 5409504 UMO WELLS COM KIT         | 8                             | 0                             |
| 5410098 UMO HILLTOP KITCH         | 5                             | 0                             |
| 5401205 UMO SPORTS CONCESSION     | 0                             | 60                            |
| <b>Totals</b>                     | <b>9,621</b>                  | <b>8,275</b>                  |

**APPENDIX D**

**Beverages Purchased by Auxiliary Services  
July 1, 2006 to June 30, 2007**

| Product Information                         |                |          | Retail Usage        |                       |                         |                |              |                    | Dining Commons Usage |              |                     | TOTAL         |
|---|----------------|----------|---------------------|-----------------------|-------------------------|----------------|--------------|--------------------|----------------------|--------------|---------------------|---------------|
| Product                                     | Container Size | Per Case | Market-place Volume | Hilltop Market Volume | Southside Market Volume | Wells Catering | Con-cessions | Total Retail Usage | Stewart              | York         | Total Commons Usage | Total Usage   |
| Soda, Assorted Flavors 12p Cans             | 12 oz          | 24       | 531                 | 4,030                 | 2,413                   | 1,410          |              | 8,384              | 541                  | 112          | 653                 | 9,037         |
| Soda, Assorted Flavors plastic              | 20 oz          | 24       | 4,868               | 328                   | 219                     |                | 543          | 5,958              |                      |              | -                   | 5,958         |
| Bottled Juice Min. Maid                     | 15.2 oz        | 24ct     | 2,588               | 91                    | 56                      | 425            | 26           | 3,186              |                      |              | -                   | 3,186         |
| Water Gmist may be 16.9                     | 24 oz          | 24       | 1,268               | 18                    | 18                      | 277            | 620          | 2,201              |                      |              | -                   | 2,201         |
| Post mix 6 to 1 syrup for fountains         | 2.5 gal        | 1        | 485                 |                       |                         |                |              | 485                | 604                  | 630          | 1,234               | 1,719         |
| Soda, Assorted Flavors                      | 1 liter        | 15       | 1,199               | 226                   | 95                      | 81             |              | 1,601              |                      |              | -                   | 1,601         |
| Energy Drink, Assorted Flavors, Plastic PRM | 20 oz          | 12 ct    | 975                 | 71                    | 54                      | 226            | 215          | 1,541              | 10                   |              | 10                  | 1,551         |
| Energy Drink, Assorted Flavors, cans PRM    | 16 oz          | 24       | 686                 | 222                   | 54                      |                | 86           | 1,048              | 12                   |              | 12                  | 1,060         |
| Post mix 6 to 1 syrup for fountains         | 5 GAL          | 1        | 398                 |                       |                         |                | 55           | 453                | 184                  | 168          | 352                 | 805           |
| juice, drink and water                      | 12 oz          | 24 ct    | 3                   | 178                   | 121                     | 480            | 5            | 787                |                      | -            | -                   | 787           |
| Soda, Assorted Flavors                      | 2 liter        | 8        | 2                   | 310                   | 200                     |                |              | 512                | 3                    |              | 3                   | 515           |
| Energy Drink, Assorted Flavors, Plastic PRM | 32 oz          | 15 ct    | 260                 | 74                    | 39                      |                |              | 373                |                      |              | -                   | 373           |
| Juice Concentrate, Orange 5 to 1            | 90 oz.         | 4        |                     |                       |                         | 28             |              | 28                 | 201                  | 139          | 340                 | 368           |
| Juice Concentrate, Cranberry 6 to 1         | 90 oz.         | 4        |                     |                       |                         | 2              |              | 2                  | 162                  | 114          | 276                 | 278           |
| Juice Concentrate, Apple 6 to 1             | 90 oz.         | 4        |                     |                       |                         |                |              | -                  | 134                  | 125          | 259                 | 259           |
| 12 pk Nestea                                | 16.9 oz        | 24       |                     | 156                   | 97                      |                |              | 253                |                      |              | -                   | 253           |
| PWR FRT Punch & Mtn Blst                    | 64 oz          | 8        |                     | 100                   | 41                      |                |              | 141                |                      |              | -                   | 141           |
| Dasani Water regular & flavored             | 1 liter        | 15       |                     |                       | 43                      | 82             |              | 125                |                      |              | -                   | 125           |
| Drinks, Non Carb. Assorted flavors          | 16 oz          | 12 ct    |                     | 80                    |                         |                |              | 80                 |                      |              | -                   | 80            |
| Dasani Water regular & flavored 6 pk        | 16.9 oz        | 24       |                     |                       | 47                      |                |              | 47                 | -                    |              | -                   | 47            |
| 12 ct NOS Energy (not purchased )           | 22 oz          | 12       |                     |                       |                         |                |              | -                  |                      |              | -                   | -             |
| MMOB juice blend                            | 2.5 gal.       | 1        |                     |                       |                         |                |              | -                  | -                    |              | -                   | -             |
|   |                |          |                     |                       |                         |                |              | -                  |                      |              | -                   | -             |
|   |                |          |                     |                       |                         |                |              | -                  |                      |              | -                   | -             |
|   |                |          |                     |                       |                         |                |              | -                  |                      |              | -                   | -             |
| <b>TOTALS FOR EACH AREA</b>                 |                |          | <b>13,263</b>       | <b>5,884</b>          | <b>3,497</b>            | <b>3,011</b>   | <b>1,550</b> | <b>27,205</b>      | <b>1,851</b>         | <b>1,288</b> | <b>3,139</b>        | <b>30,344</b> |

**APPENDIX E**

| Beverages Purchased by Auxiliary Services<br>July 1, 2007 to June 30, 2008 |                |          |                     |                       |                         |                |              |                    |                      |              |                     |               |
|--|----------------|----------|---------------------|-----------------------|-------------------------|----------------|--------------|--------------------|----------------------|--------------|---------------------|---------------|
| Product Information  |                |          | Retail Usage        |                       |                         |                |              |                    | Dining Commons Usage |              |                     | Total         |
| Product  | Container Size | Per Case | Market-place Volume | Hilltop Market Volume | Southside Market Volume | Wells Catering | Con-cessions | Total Retail Usage | Hilltop              | York         | Total Commons Usage | Total Usage   |
| Soda, Assorted Flavors 12p Cans  | 12 oz          | 24       | 196                 | 3,615                 | 2,638                   | 1,060          |              | 7,509              | 101                  | 43           | 144                 | 7,653         |
| Soda, Assorted Flavors plastic   | 20 oz          | 24       | 4,002               | 886                   | 301                     |                | 515          | 5,704              |                      |              | -                   | 5,704         |
| Bottled Juice Min. Maid  | 15.2 oz        | 24ct     | 4,659               | 116                   | 62                      | 360            | 28           | 5,225              |                      |              | -                   | 5,225         |
| Energy Drink, Assorted Flavors, Plastic PRM                                | 20 oz          | 12 ct    | 2,253               | 500                   | 228                     | 30             | 344          | 3,355              | 10                   |              | 10                  | 3,365         |
| Water Gmist  | 24 oz          | 24       | 1,233               | 45                    |                         | 540            | 620          | 2,438              |                      |              | -                   | 2,438         |
| Post mix 6 to 1 syrup for fountains  | 2.5 gal        | 1        | 604                 |                       |                         | 53             |              | 657                | 766                  | 528          | 1,294               | 1,951         |
| Dasani Water regular & flavored  | 1 liter        | 15       | 570                 | 141                   | 38                      | 82             |              | 831                |                      |              | -                   | 831           |
| Post mix 6 to 1 syrup for fountains  | 5 GAL          | 1        | 416                 |                       |                         | 29             | 58           | 503                | 180                  | 130          | 310                 | 813           |
| Drinks, Non Carb. Assorted flavors   | 16 oz          | 12 ct    | 478                 | 315                   |                         |                |              | 793                |                      |              | -                   | 793           |
| Dasani Water regular & flavored 6 pk                                       | 16.9 oz        | 24       |                     | 126                   | 648                     |                |              | 774                | 10                   |              | 10                  | 784           |
| Soda, Assorted Flavors   | 2 liter        | 8        | -                   | 449                   | 263                     |                |              | 712                |                      | 30           | 30                  | 742           |
| juice, drink and water   | 12 oz          | 24 ct    |                     |                       | 117                     | 507            |              | 624                |                      | 2            | 2                   | 626           |
| Energy Drink, Assorted Flavors, Plastic PRM                                | 32 oz          | 15 ct    | 357                 | 151                   | 68                      |                |              | 576                |                      |              | -                   | 576           |
| Juice Concentrate, Orange 5 to 1   | 90 oz.         | 4        |                     |                       |                         | 29             |              | 29                 | 273                  | 159          | 432                 | 461           |
| 12 pk Nestea   | 16.9 oz        | 24       | 135                 |                       | 242                     |                |              | 377                |                      |              | -                   | 377           |
| Soda, Assorted Flavors   | 1 liter        | 15       | 6                   | 141                   | 137                     | 17             |              | 301                |                      |              | -                   | 301           |
| Energy Drink, Assorted Flavors, cans PRM                                   | 16 oz          | 24       |                     | 200                   | 98                      |                |              | 298                |                      |              | -                   | 298           |
| Juice Concentrate, Cranberry 6 to 1  | 90 oz.         | 4        |                     |                       |                         | 3              |              | 3                  | 184                  | 106          | 290                 | 293           |
| Juice Concentrate, Apple 6 to 1  | 90 oz.         | 4        |                     |                       |                         | 7              |              | 7                  | 158                  | 108          | 266                 | 273           |
| 12 ct NOS Energy   | 22 oz          | 12       | 93                  |                       |                         |                |              | 93                 |                      |              | -                   | 93            |
| PWR FRT Punch & Mtn Blst   | 64 oz          | 8        |                     |                       | 67                      |                |              | 67                 |                      |              | -                   | 67            |
| MMOB juice blend   | 2.5 gal.       | 1        |                     |                       |                         | 9              |              | 9                  | 2                    |              | 2                   | 11            |
|  |                |          |                     |                       |                         |                |              | -                  |                      |              | -                   | -             |
|  |                |          |                     |                       |                         |                |              | -                  |                      |              | -                   | -             |
|  |                |          |                     |                       |                         |                |              | -                  |                      |              | -                   | -             |
|  |                |          |                     |                       |                         |                |              | -                  |                      |              | -                   | -             |
| <b>TOTALS FOR EACH AREA</b>  |                |          | <b>15,002</b>       | <b>6,685</b>          | <b>4,907</b>            | <b>2,726</b>   | <b>1,565</b> | <b>30,885</b>      | <b>1,684</b>         | <b>1,106</b> | <b>2,790</b>        | <b>33,675</b> |