



Administered by University of Maine System
Office of Strategic Procurement
Request for Proposal (RFP)

Pouring Rights

2019-051

Issued Date: April 4, 2019

Response Deadline Date/Time: May 3, 2019, 11:59 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – RC: Pouring Rights - RFP# 2019-051

Response Contact Information:

Strategic Sourcing Manager (SSM): Robin Cyr
Email: UMSResponses@maine.edu Phone: (207) 621-3098

Table of Contents

1.0 INTRODUCTION..... 3

1.1 Definitions, Background, Purpose and Specifications 3

1.2 General Information..... 7

1.3 General Submission Provisions 11

2.0 EVALUATION AND AWARD PROCESS..... 13

2.1 Evaluation Criteria 13

2.2 Award 15

2.3 Negotiations 16

2.4 Award Protest 16

3.0 RESPONSE FORMAT REQUIREMENTS..... 17

3.1 General Format Instructions 17

3.2 Response Format Instructions..... 17

Appendix A – University of Maine System Response Cover Page..... 19

Appendix B – Debarment, Performance and Non-Collusion Certification..... 21

Appendix C – Required Cost Evaluation Exhibits..... 22

Appendix D – Master Agreement 32

Appendix E – Evaluation Question(s) – Master Agreement 54

Appendix F – Organization Reference Form..... 58

Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience..... 59

Appendix H – Evaluation Question(s) – General, Implementation, Training and Support 60

EXHIBIT A..... 63

1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

1.1.2 Background

Overview

Established in 1968, the University of Maine System (UMS) unites seven distinctive public universities, comprising 10 campuses and numerous centers, in the common purposes of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

Maine's largest educational enterprise, the University extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, UMS serves nearly 40,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center, General Counsel and Organizational Effectiveness partner to form the University Services organization.

Charged with delivering key administrative functions across the System, University Services is dedicated to leveraging its significant unit and collective resources to not only serve the immediate needs of its constituents, but deliver sustainable economies and efficiencies for the future benefit of the System as well.

Campus thumbnails

University of Maine at Augusta

Founded in 1965, the University of Maine at Augusta transforms the lives of students of every age and background across the State of Maine and beyond through access to high-quality distance and on-site education, excellence in student support, civic engagement, and professional and liberal arts programs. Celebrating its 50th anniversary, UMA is the third largest public university in Maine. In addition to its main campus in the state's capital, UMA also serves students at its campus in Bangor (UMA Bangor) and through University College centers around the state. With its multiple locations and long-term expertise in online and distance learning, UMA is generally considered the university of choice for Mainers of all ages who want to attend college without uprooting their lives.

University of Maine at Farmington

Established in 1864, the University of Maine at Farmington is a small, increasingly selective public liberal arts college, featuring programs in teacher education, the arts & sciences and professional studies, serving primarily full-time, traditional-age undergraduates in a residential setting. Farmington continues to be recognized for its academic quality, small classes, close-knit community and integrated curricular, co-curricular and extra-curricular offerings. With enrollment at around 1,800 full-time students, UMF is about the same size as many of New England's most selective private colleges and offers many of the same advantages, yet at a very attractive price.

University of Maine at Fort Kent

Founded in 1878, the University of Maine at Fort Kent is a unique learning institution perfect for people seeking a rural scholastic atmosphere of modern academic standards combined with an eclectic mix of rugged outdoor vistas and access to cosmopolitan epicenters across two countries. The learning opportunities at UMFK have become a model of a "rural university" that other New England campuses attempt to emulate. Strong academic programs include associate and bachelor's degrees in such disciplines as nursing, business, education, forestry and cyber security among others. The student body at UMFK numbering 1,500, has a higher percentage of international students than any other university in New England, allowing immersion in a cultural opportunity that is unique in the world. Featuring seventy-seven full-time and adjunct faculty and eighty-one staff, UMFK enjoys national recognition for quality and value as well as championships in men's and women's soccer.

University of Maine at Machias

The University of Maine at Machias, a member of the University of Maine System, sits on the Gulf of Maine, surrounded by rivers, forests, fishing villages, and blueberry barrens. This unspoiled portion of the Atlantic coast is known for its outdoor recreational opportunities and quality of life. As Maine's Coastal University, faculty and students approach the liberal arts with a focus on coastal, environmental and community issues. The academic experience emphasizes learning both in the classroom and in experiential settings. UMM's fifteen undergraduate degree programs serve approximately 800 students. The University's applied research and public services contribute to the improvement of the quality of life and economic development in Downeast Maine.

University of Maine

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UMaine, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters' courses of study and thirty doctoral programs. Ranked 105th by the National Science Foundation among American research universities, UMaine's research faculty has an international reputation for excellence and the campus' Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine's largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

University of Maine at Presque Isle

For more than a century, the University of Maine at Presque Isle has been helping students find their path to great professional careers providing its 1,100 traditional and non-traditional students from all areas of the state, country, and world with life-changing opportunities in a caring, small-university environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region. The campus sits on 150 acres surrounded by the rolling hills and potato fields of northern Maine and the University strives to be the region's premier learning institution while helping to stimulate cultural and economic development in Aroostook County and the State of Maine. The University serves as an educational and cultural center for the area and its facilities are utilized for lectures, programs, concerts, dance performances, exhibits, and plays that benefit the entire region.

University of Southern Maine

The University of Southern Maine, northern New England's outstanding public, regional, comprehensive university, is dedicated to providing its diverse student body of more than 9,000 students from forty states and thirty foreign countries with a high-quality, accessible, affordable education. Through its undergraduate, graduate, and professional programs, USM faculty members educate future leaders in the liberal arts and sciences, engineering and technology, health and social services, education, business, law, and public service. Located on three campuses in Gorham, Portland, and Lewiston-Auburn, USM is known as Maine's Metropolitan University and serves communities that are among the largest population centers in the state.

1.1.3 Purpose

This is a seven campus initiative which will result in a system wide agreement. The University of Maine System is soliciting proposals from qualified suppliers desires to obtain written proposals from companies who wish to obtain Exclusive Soft Drink Pouring Rights and Vending Rights ("Exclusive Rights") for certain related Sponsorship Opportunities for the University campus facilities for the contract period specified herein.

Exclusive Rights means that the successful vendor will have exclusive product presence unless a desired product or similar product is not available from the vendor. In that case, we reserve the right to source outside of the contract but will not exceed 20% of total beverage products offered. Examples might include popular trending beverages, locally produced beverage products or perhaps

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

The Respondent 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.

The initial term of any resulting agreement is for ten (10) years with two (2) optional five (5) year renewals.

Respondents should review **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

1.1.4 Specifications / Scope of Work

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.

It is anticipated that an exclusive, 10-year agreement for beverages will provide additional revenue to support the Institution. Ultimately, we will create a relationship based upon a shared understanding of these mutual benefits emphasizing active and open communication, and most effectively applying the resources and expertise of each party. Each Respondent may also include in their Proposal any other items, such as programs, innovations, or resources that it believes would benefit the University. The University shall only consider Proposals from financially responsible firms presently engaged in the business of manufacturing, distributing or selling, or licensing the right to manufacture, distribute or sell Soft Drink Beverages available on a nationwide basis and providing support services in conjunction therewith.

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.

The Services of this RFP, include:

1. installation, operation and maintenance of beverage vending machines and related equipment at specified locations on Campus, and

2. provision of beverages, dispensing equipment and related supplies for dining and concession operations on Campus operated by University and third party concessionaires (“**University Concessionaires**”).

The services solicited in this RFP will exclude photo vending services, personal hygiene product vending services, and snack vending.

1.2 General Information

1.2.1 Contract Administration and Conditions

- 1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Master Agreement, which is attached to this response as **Appendix D**. Contract initial term and renewal periods are reflected in Section 2 of Appendix D, Master Agreement, and are subject to continued availability of funding and satisfactory performance.

The Agreement entered into by the parties shall consist of the University of Maine System Master Agreement (attached to this document), the RFP, the selected Respondent’s submission, including all appendices or attachments and clarifications, 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 Agreement Documents.

In the event of a conflict of terms the following precedence will apply:

1. University of Maine System Master Agreement
2. Agreement Riders as required
3. Contract Amendments (as required)
4. The University’s RFP
5. Respondent’s Submission
6. Purchase Order or Letter of Agreement

- 1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not :

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or

- j. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
- d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

1.2.2 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

1.2.3 Confidentiality

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents' responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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 that meets the definition of "trade secret" under Maine law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

1.2.4 Costs of Preparation

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

1.2.5 Authorization

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.2.6 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

1.2.7 Pricing

All prices provided shall remain firm for the entire term of the agreement.

1.2.8 Cost Response Form Quantities

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

1.2.9 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 Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

1.2.10 Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.3.7	Respondents' Pre-Bid Conference **Respondents must notify the University via UMSResponses@maine.edu if they intend to participate	April 9, 2019 2:00 – 3:00 p.m. EST Join from PC, Mac, Linux, iOS or Android: https://maine.zoom.us/j/933234884 Or Telephone: US: +1 646 876 9923 or +1 408 638 0968 or +1 669 900 6833 Meeting ID: 933 234 884
Section 1.2.2	Deadline for Written Inquiries/Questions	April 16, 2019
Section 1.2.2	Response to Written Inquiries/Questions	April 19, 2019
Section 1.2.2	Deadline for Proposal Submission	May 3, 2019 11:59 p.m. EST
Section 1.3.8	Estimated Respondent Presentation Date (subject to change)	May 15 - 16 1:00 – 5:00 p.m. EST Presentations will be scheduled and held via ZOOM
Section 2.2	Award Announcement (subject to change)	On or before May 31, 2019
	Estimated Agreement Start Date (subject to change)	Services - July 1, 2019

1.3.2 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.3.3 Debarment

Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

Submission of a signed response in response to this solicitation is certification that your firm (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.

1.3.4 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.3.5 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.3.6 Non-Response Submission

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

1.3.7 Respondents' Presentations

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

1.3.8 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 Scoring Weights

The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria:

Evaluation Appendices	Category	Points
Appendix C, Exhibit 1 Tables 1, 2, 3	Cost Evaluation	
Appendix C, Exhibit 1 Table 1	1) Product and Product Line Pricing	30
Appendix C, Exhibit 1 Table 2	2) Royalty, Fees and Other Payments	25
Appendix C, Exhibit 1 Table 2	2a) Financial Package	
Appendix C, Exhibit 1 Table 2	2b) Sponsorship and Scholarships	
Appendix C, Exhibit 1 Table 3	3) Non-Cash Value Contributions	5
Appendix D & E	Master Agreement	10
Appendix F & G	Organization, Qualifications, Experience and References	5
Appendix H	Narrative Response	
	General: Royalty, Fees, Other Payments and Non-Cash Value Contributions	10
	General: Program Specifics	10
	Beverage Program Plan	
	Product Variety, Quality and Availability	
	Nutritional Practices	
	Equipment Life Cycle	
	Sustainability and Recycling Initiatives	
	Reporting	
	Vending Machines and Dispensing Services	
	Changes in Location or Number of Beverage Vending Machine Sites	
	Compatibility with One-Card Solution and Credit Card Readers	
	Implementation, Training and Support	5
	Total Points	100

2.1.2 Scoring Section Descriptions

2.1.2.1 Appendix C - Cost Evaluation - Product and Product Line Pricing

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x
Points = pro-rated score

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are

expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

2.1.2.2 Appendix C - Cost Evaluation - Royalty, Fees and Other Payments

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x
Points = pro-rated score

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

Food and Beverage Vending Facilities: Pursuant to Title 26 M.R.S.A. §1418-G, it shall be the policy of the University to ensure that blind persons are given preference in the establishment and the operation of vending facilities on the property under its jurisdiction. "Preference" as used in this context means that, when the University engages in a competitive procurement process to choose a vendor for the establishment and the operation of food and beverage vending facilities on the property under its jurisdiction, and that process results in two or more vendors being evaluated identically, the University shall rank the blind or visually impaired vendor ahead of the other vendor(s) which have identical evaluations.

2.1.2.3 Appendix C – Non-Cash Value Contributions

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

2.1.2.4 Appendix D & E - Master Agreement

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision based on University risk assessment. The University reserves the right to reject any or all responses, in whole or in part, for any response receiving no points in this section in accordance with Section 2.2 Award.

Responses will be evaluated using the following guidelines:

- a. Full acceptance of the terms and conditions with the Respondents signature on the Agreement signature page, will receive the total points noted in Table 2.1.1.
- b. Revisions to the Agreement provisions specified in Section 1.2.1.2 will be evaluated at the University’s discretion based on the University’s risk assessment and will receive point reductions based on the University’s risk assessment.

NARRATIVE RESPONSE QUESTIONS – Appendices G & H

2.1.2.5 Appendix G - Organization, Qualifications, Experience and References

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

2.1.2.6 Appendix H – General: Royalty, Fees, Other Payments and Non-Cash Value Contributions

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.2.7 Appendix H – General: Program Specifications

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.2.8 Appendix H – Implementation

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.2.9 Appendix H – Training

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.2.10 Appendix H – Support

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.2 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area or based on the needs of the institution, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent

is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

Food and Beverage Vending Facilities: Pursuant to Title 26 M.R.S.A. §1418-G, it shall be the policy of the University to ensure that blind persons are given preference in the establishment and the operation of vending facilities on the property under its jurisdiction. “Preference” as used in this context means that, when the University engages in a competitive procurement process to choose a vendor for the establishment and the operation of food and beverage vending facilities on the property under its jurisdiction, and that process results in two or more vendors being evaluated identically, the University shall rank the blind or visually impaired vendor ahead of the other vendor(s) which have identical evaluations.

2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University’s Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System’s Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at

http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 General Format Instructions

3.1.1 Electronic Submissions

Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

3.1.2 Respondents Responsibility

It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

3.2.1 Section 1 - Response Cover Page

- 3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.2 Section 2 - Cost Response

- 3.2.2.1 Label this response - Section 2 – Cost Evaluation
- 3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

3.2.3 Section 3 - Master Agreement

- 3.2.3.1 Label this response - Section 3 – Master Agreement
- 3.2.3.2 Insert Appendix D – Master Agreement
- 3.2.3.3 Insert Appendix E – Evaluation Question(s) – Master Agreement

3.2.4 Section 4 - Response to Narrative Questions

- 3.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 3.2.4.2 Insert Appendix F – Organization Reference Form
- 3.2.4.3 Insert Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience
- 3.2.4.4 Insert Appendix H – Evaluation Question(s) – General: Royalty, Fees, Other Payments and Non-Cash Value Contributions
- 3.2.4.5 Insert Appendix H – Evaluation Question(s) – General: Program Specifications
- 3.2.4.6 Insert Appendix H – Evaluation Question(s) – Implementation
- 3.2.4.7 Insert Appendix H – Evaluation Question(s) – Training
- 3.2.4.8 Insert Appendix H – Evaluation Question(s) – Support

Appendix A – University of Maine System Response Cover Page

RFP # 2019-051
Pouring Rights

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
 RFP # 2019-051
 Pouring Rights

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at the University’s discretion.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System COST EVALUATION

RFP # 2019-051
Pouring Rights

GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
7. Respondents' must provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
8. Pricing will be guaranteed by the vendor for the term of the Agreement.
9. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.
10. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

CONFIGURATION AND PRICING GUIDELINE INFORMATION

Campus	Food Services Agreement	Student Count	# Residents	# Meal Plans	# Meal Served per Week	Vending Machines
University of Maine	Campus Management	11,404	3,600	3,875 (3,450 on-campus and 425 off-campus)	Total: 50,200 Bears Den: 11,000, Hilltop: 14,750, York: 11,200, Wells: 13,250)	65
Other Equipment: 18 Fountain Dispensers 12 Soda 3 Juice 3 Vit Water						
Dining locations include three full-service All You Care To Eat (AYCTE) dining facilities, including Hilltop, York and Wells Dining and Conference Center, five retail outlets including the Bear's Den, the Bookstore, concessions and two venues at the Library.						
Academic Calendar 2019-2020 - https://studentrecords.umaine.edu/wp-content/uploads/sites/160/2019/02/2019-2020-Academic-Calendar.pdf and https://calendar.umaine.edu/events/category/academic-calendar/						
Campus	Food Services Agreement	Student Count	# Residents	# Meal Plans	# Meal Served per Week	Vending Machines
University of Maine at Augusta	Sodexo	4,128	38	38	Moose Track Café: 407	2
Other Equipment: Double Door Cooler, Fountain – 8 Head, Large Snack Racks, (2) Countertop Racks						
Dining locations include: Randall Hall						
Academic Calendar - https://www.uma.edu/academics/calendar/						
Campus	Food Services Agreement	Student Count	# Residents	# Meal Plans	# Meal Served per Week	Vending Machines
University of Maine at Farmington	Sodexo	2,040	820	820	South Dining Hall: 9,453 Beaver Lodge: 3,768 Mantor Café: 1,548	21
Other Equipment: South Dining Hall 1 - 10 head Fountain 1 - 8 head Fountain 1 single Fountain 1 - 4 head juice machine						
Beaver Lodge 1 - double door retail cooler 2 portable plug in coolers on wheels 1 - 2 door cooler, 2 portable plug in coolers on wheels						
Dining locations include South Dining Hall and Beaver Lodge						
Academic Calendar - https://www.umf.maine.edu/academics/academic-calendar/						
Campus	Food Services Agreement	Student Count	# Residents	# Meal Plans	# Meal Served per Week	Vending Machines
University of Maine at Fort Kent	Sodexo	1,794	170	170	Nowland Hall 1,543 Bengals Lair: 891	5
Other Equipment: Bengals Lair 1 Eight Head Fountain with Ice Maker 1 Double Door Upright Beverage Cooler						
Nowland Hall 1 Eight Head Fountain with Four Flavor Shot Head and Ice Maker 1 Four Head Juice Dispenser						
Dining locations include Bengals Lair and Nowland Hall						
Academic Calendar - https://www.umfk.edu/academics/calendar/						

Campus	Food Services Agreement	Student Count	# Residents	# Meal Plans	# Meal Served per Week	Vending Machines
University of Maine at Machias	Sodexo	675	170	170	Kilburn Hall: 1,501 Kilburn Retail: 538	2
Other Equipment: 8-head Fountain w/ Ice Maker 4-Head Fountain 4-Head Juice Dispenser Double-Door Cooler Single-Door Cooler Dining locations include: Kilburn Dining Hall Academic Calendar - https://machias.edu/academics/academic-calendar/						
Campus	Food Services Agreement	Student Count	# Residents	# Meal Plans	# Meal Served per Week	Vending Machines
University of Maine at Presque Isle	Sodexo	1,554	285	258	Kelley Commons: 2,278 Owls Nest: 834	9
Other Equipment: Kelley Commons 1-4 head fountain machine, 1-4 Head Juice Fountain, 1-4 Flavor Fountain machine Owl's Nest 1 Door Retail cooler 1 Door Retail Cooler, 1 Door Retail Cooler Dining locations include Kelley Commons and Owl's Nest Academic Calendar - https://www.umpi.edu/academics/calendar/						
Campus	Food Services Agreement	Student Count	# Residents	# Meal Plans	# Meal Served per Week	Vending Machines
University of Southern Maine	Sodexo	8,140	1,200	1,200	Brooks: 8,50 Husky: 2,741 Bailey 1,299 Woodbury 4,100 Starbucks: 254 Luther Bonney 2,667 Law School: 542 LAC Café: 333	Gorham: 28 Lewiston: 5 Portland: 24
Other Equipment: Brooks Fountain – 10 Head, Fountain – 8 Head, (2) Minute Maid Juice – 6 Head, Fountain – 2 Head, Fountain – 1 Head, National Single Door Short Cooler (MyZone) Husky National Single Door Short Cooler (Local), National Single Door Cooler, Single Door Cooler, Single Door Cooler, Cooler / Base, 2 Liter Display Rack, Fountain – 8 Head, Display Rack Ice Arena Fountain – 8 Head, National Countertop Cooler, (2) Curved Snack Racks Bailey Hall Double, Door Cooler, National Double, Door Cooler Woodbury Commons Double Door Cooler, Double Door Cooler, National Double Door Cooler,						

	<p>Fountain, Fountain – 8 Head, National Single Door Cooler, Display Rack, (2) Countertop Snack Racks</p> <p><u>Glickman Library</u> Cooler / Base</p> <p><u>Luther Bonney</u> Double Door Cooler, Double Door Cooler</p> <p><u>Law School Café</u> National Small Double Door Cooler, (2) Large Snack Racks</p> <p><u>Lewiston / Auburn</u> Single Door Cooler, Single Door Cooler, Snack Rack, Under Counter Snack Rack</p>
	<p>Dining locations include Brooks, Husky, Ice Arena, Bailey Hall, Woodbury Commons, Glickman Library, Luther Bonney, Law School Café and Lewiston-Auburn</p>
	<p>Academic Calendar - https://usm.maine.edu/registration-services/academiccalendar</p>

IMPORTANT: Refer to RFP Exhibit A for campus actual sales figures for one year.

INSTRUCTIONS FOR – Exhibit 1 (Table 1) – Product & Product Line Pricing

Respondent will provide a response for two levels of pricing: 1) enterprise wide and 2) campus specific as noted. Exhibit 1 (Table 1) Part 1 & 2 reflect enterprise wide only for illustration purposes on table format.

Exhibit 1 (Table 1) – Part 1

Product & Product Line Pricing: Respondent will sell to the University and University Concessionaires beverages and supplies at pricing set forth below: (Respondent will provide pricing for each proposed product in its product line.)

Respondent's Organization Name:										
Enterprise Wide Product & Product Line Pricing										
Period	Carbonated oz.	Non- Carbonated oz.	Water oz.	Isotonic oz.	Juices oz.	Healthy Products oz.	Other oz.	Carbonated Flavored Syrup oz.	Non- Carbonated Flavored Syrup	Flavored Syrup Other oz.
Year 1										
Year 2										
Year 3										
Year 4										
Year 5										
Year 6										
Year 7										
Year 8										
Year 9										
Year 10										
Sub-Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Renewal Term										
Year 11-15										
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Exhibit 1 (Table 1) – Part 2

Vending Product & Supply Pricing: Respondents sell products through vending equipment at the pricing provided below and will remit to University the royalty percentage below for each product sold through vending equipment.

Enterprise Wide Vending Product & Supply Pricing							
Period	Carbonated oz.	Non- Carbonated oz.	Water oz.	Isotonic oz.	Juices oz.	Healthy Products oz.	Other oz.
Year 1							
Year 2							
Year 3							
Year 4							
Year 5							
Year 6							
Year 7							
Year 8							
Year 9							
Year 10							
Sub-Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Renewal Term							
Year 11-15							
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Exhibit 1 (Table 1) – Part 3

Case Pricing: Product & Product Line Pricing: Respondent will sell to the University and University Concessionaires beverages and supplies at pricing set forth below, please provide pricing based on the current number of cases sold as provided in RFP Exhibit A.

For Enterprise Wide and Campus Pricing assume same volume of cases annually.

Respondent's Organization Name:		
Enterprise Wide Case Product & Product Line Pricing		
Period	RFP Exhibit A Cases Sold	Pricing
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Renewal Term		
Year 11-15		

INSTRUCTIONS FOR – Exhibit 1 (Table 2) – Financial Package

Respondent will provide a response for two levels of pricing: 1) enterprise wide and 2) campus specific as noted. Exhibit 1 (Table 2) reflects enterprise wide only for illustration purposes on table format.

Minimum Royalty Guarantee - Respondent will pay to the University a Minimum Royalty Guarantee from annual sales of vended Beverages.

Annual Royalty Percentage - Respondent will pay to the University an Annual Royalty as a percentage financial return to University based on the annual amount University purchases in beverages and supplies.

Annual Exclusivity Rights Fee - Respondent will pay to the University an Annual Exclusivity Rights Fee for the exclusive right to have Respondent's products be the only beverages, sold, served, or offered for sale on the Campus by University and/or any of the University's Concessionaires, except as otherwise provided by Agreement.

Annual Sponsorship Fee - Respondent will pay to the University an Annual Sponsorship Fee for the exclusivity privileges concerning promotional recognition to be proposed by the Respondent. The Annual Sponsorship Fee for the renewal period may be a higher amount, but cannot be a lower amount than the annual fee for the initial term.

Annual Scholarship Fee - Respondent will pay to the University an Annual Scholarship Fee for the exclusivity privileges concerning promotional recognition to be proposed by the Respondent. The Annual Scholarship Fee for the renewal period may be a higher amount, but cannot be a lower amount than the annual fee for the initial term.

Facility and Capital Improvement - Respondent will pay to the University an Annual Facility and Capital Improvement Contribution ("Facility and Capital Improvement Contribution"). The contribution for the renewal period may be a higher amount, but cannot be a lower amount than the initial term.

Marketing Fund - Respondent will provide University with marketing support for enhancements to University Bookstore and other retail areas on Campus ("Marketing Support"). Marketing Support will include: printed and promotional materials.

Sideline Rights Fee - Respondent will pay to the University a Sideline Rights Fee for the exclusivity privileges concerning promotional recognition to be proposed by the Respondent. The Sideline Rights Fee for the renewal period may be a higher amount, but cannot be a lower amount than the annual fee for the initial term.

Other Monetary Compensation - Respondent will provide University with Other Monetary Compensation.

Athletics Division 1 - Respondent is encourage to provide the following for Athletic Division 1 campuses:

- 1) Lease skybox from the campus over the term of the Agreement at a rate of a minimum of \$25,000 annually, including all tickets and benefits associated with the purchase.
- 2) Support, upon request, for athletics in the form of company beverages with an agreed-upon value.
- 3) Will pay University Athletics an amount to support their program, including providing scholarships to athletes.

Exhibit 1 (Table 2)

Respondent's Organization Name:										
Enterprise Wide Financial Package										
Period	Minimum Royalty Guarantee	Annual Royalty Percentage	Annual Exclusive Rights Fee	Annual Sponsorship Fee	Annual Scholarship Fee	Facility & Capital Improvement Contribution	Marketing Fund	Sideline Rights	Other Monetary Compensation	Division 1 Athletics
Year 1										
Year 2										
Year 3										
Year 4										
Year 5										
Year 6										
Year 7										
Year 8										
Year 9										
Year 10										
Sub-Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Renewal Term										
Year 11-15										
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

INSTRUCTIONS FOR – Exhibit 1 (Table 3) – Non-Cash Value Contributions

Respondent will provide a response for two levels of support: 1) enterprise wide and 2) campus specific as noted. Exhibit 1 (Table 3) reflects enterprise wide only for illustration purposes on table format.

Non-Monetary Sponsorship Support - Respondent will specify non-monetary sponsorship support for each Agreement Year during the term of the Agreement.

Other Non-Monetary Compensation – Respondent will specify other non-monetary compensation support for each Agreement Year during the term of the Agreement.

Exhibit 1 (Table 3)

Respondent's Organization Name:		
Enterprise Wide Non-Cash Value Contributions		
Period	Non-Monetary Sponsorship Support	Other Non-Monetary Compensation
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Renewal Term		
Year 11-15		

Appendix D – Master Agreement

UNIVERSITY OF MAINE SYSTEM MASTER AGREEMENT

This Master Agreement (“Agreement”) entered into this ____ day of _____, _____, by and between the **University of Maine System**, hereinafter referred to as the "**University**", and _____, hereinafter referred to as "**Contractor**".

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

- Rider A** - Specifications of Work to be Performed
- Rider A-1** – Pricing
- Rider B** – Insurance Requirements
- Rider C** – University of Maine System Standards for Safeguarding Information
- Rider D** – Contractor’s Service Level Agreement to Support the University
- Rider E** – Campus Engagement Addendum(s)
- Rider E, Attachment A** – Equipment and/or Services
- Rider E, Attachment B** – Statement of Work
- Rider E, Attachment C** – Implementation Plan and Timeline
- Contract Amendments** as required

Request for Proposal #2019-051 Issue Date April 1, 2019 Titled Pouring Rights

Contractor’s Bid in Response to Request for Proposal #2019-051 Proposal Submission Date April 26, 2019 Titled Pouring Rights

WHEREAS, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

Definitions

Exclusive Rights means that the successful vendor will have exclusive product presence unless a desired product or similar product is not available from the vendor. In that case, we reserve the right to source outside of the contract but will not exceed 20% of total beverage products offered. Examples might include popular trending beverages, locally produced beverage products or perhaps sustainable packaging alternatives. Exclusive rights shall not extend to fraternity or sorority housing or to performers appearing on campus.

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.

Rider A provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider E**. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service deliverables may be different than this Agreement Administrator and the term may be different than the term of the agreement but may not extend beyond this Agreement termination date. The Services Engagement document will be fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement

2. **Term:** This Contract shall commence on **July 1, 2019** and shall terminate on **July 1, 2029**, unless terminated earlier as provided in this Contract with option for **two (2) five (5) year renewal** upon the parties' mutual written agreement.

3. **Payment:**

A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

B. **“Additional Services”** The University will have the option to purchase additional services identified within this Agreement.

As required by the University institutions, the parties will develop jointly specific Campus Engagement Addendum. The required format of this document is detailed in **Rider E**.

4. **Termination:** The **Agreement or a Campus Engagement Addendums (Rider E)** may be terminated by the University in whole, or in part, should the Contractor default 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 30 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.

5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

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

The Contractor agrees that upon termination of this Master Agreement for any reason, it will continue to provide Services (“Transitional Services”) to ensure an orderly and efficient transition of services to the University or another supplier, provided however that under no circumstances shall Contractor be required to provide Transitional Services for more than six (6) months following termination of this

Agreement unless the Parties have entered into a written Transitional Services agreement. The University shall pay the Contractor for all Transitional Services for the six months of the transition at the rates set forth in **Rider A-1**.

6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** _____ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions,

payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.
18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

To the University:

University of Maine System
Robinson Hall
46 University Drive
Augusta, ME 04330

Attn: **Contract Administration**

To Contractor:

<<INSTRUCTIONS – Respondent to supply information noted below for submission >>

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

24. **Invoices:** Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

University of Maine System
Accounts Payable
PO Box 533
Bangor, ME 04402

Phone: [207-581-2692](tel:207-581-2692)
Fax: [207-581-2698](tel:207-581-2698)
Email: UMAP@maine.edu

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:

- A. **Contract Amendments** as required
- B. **Terms and conditions of this Agreement**
- C. **Rider A** - Specifications of Work to be Performed
- D. **Rider A-1** – Pricing
- E. **Rider B** – Insurance Requirements
- F. **Rider C** – University of Maine System Standards for Safeguarding Information
- G. **Rider D** – Contractor’s Service Level Agreement to Support the University
- H. **Rider E** – Campus Engagement Addendums
- I. **Rider E, Attachment A** – Equipment and/or Services
- J. **Rider E, Attachment B** – Statement of Work
- K. **Rider E, Attachment C** – Implementation Plan and Timeline
- L. **Request for Proposal #2019-051** Issue Date **April 1, 2019** Titled **Pouring Rights**
- M. **Contractor’s Bid in Response to Request for Proposal #2019-051** Proposal Submission Date **April 26, 2019** Titled **Pouring Rights**

26. Multi-Institution Capabilities University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

The Community College System and Maine Maritime Academy, both public higher education institutions in the state, shall be permitted to piggyback off of the University's contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

27. 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 addition, University Institutions may have specific Smoking Prohibitions. The Contractor shall be responsible for the implementation and enforcements of these restrictions.

28. 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. The Contractor shall act promptly to notify the University and remove product that becomes subject to a product recall. 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.

29. 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 the campus Public Safety's Parking and Transportation Services.

30. Premises, Equipment, Supplies and Facilities: 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. Equipment shall have the highest energy efficiency ratings possible.

31. Minimum Order Requirements: There will be no minimum order requirements.

32. Record Keeping: 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.

33. Report Data: 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

34. Access Control: 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 rekeying 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.

35. Account Manager: 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.

36. Equipment: 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.

The Contractor shall supply CO₂ for all locations where identified by the campus as needed 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.

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.

37. Preventative Maintenance Program: 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.

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.

38. Service and Repair. 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.

- 39. One-Card Payment:** 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.

Vending equipment with medium/high volumes (10+ cases annually) will support “Smart Technologies” using 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.

Vending equipment with low volumes need only support cash. 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.

- 40. Product Transport & Delivery Charges:** 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.

Signatures

FOR THE UNIVERSITY OF MAINE SYSTEM:

FOR THE CONTRACTOR:

BY: _____

LEGAL NAME: _____

(signature)

BY: _____

(signature)

Name: _____

Name: _____

(print or type)

(print or type)

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Fax: _____

Telephone: _____

Date: _____

Fax: _____

Date: _____

Tax ID #: _____

Per University policy, “Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer, or designee, and if it is not approved, valid or effective until such written approval is granted.”

Chief Financial Officer approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

BY: _____

BY: _____

Title: _____

Title: _____

Chief Procurement Officer or designee

Chief Financial/Business Officer or designee

Date: _____

Date: _____

RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

INTENT AND PURPOSE

This is a seven campus initiative which will result in a system wide agreement. The University of Maine System is soliciting proposals from qualified suppliers desires to obtain written proposals from companies who wish to obtain Exclusive Soft Drink Pouring Rights and Vending Rights (“Exclusive Rights”) for certain related Sponsorship Opportunities for the University campus facilities for the contract period specified herein.

Exclusive Rights means that the successful vendor will have exclusive product presence unless a desired product or similar product is not available from the vendor. In that case, we reserve the right to source outside of the contract but will not exceed 20% of total beverage products offered. Examples might include popular trending beverages, locally produced beverage products or perhaps sustainable packaging alternatives. Exclusive rights shall not extend to fraternity or sorority housing or to performers appearing on campus.

The Respondent 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.

PRODUCT SCOPE OF WORK:

The primary goal of this Master Agreement 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.

It is anticipated that an exclusive, 10-year agreement for beverages will provide additional revenue to support the Institution. Ultimately, we will create a relationship based upon a shared understanding of these mutual benefits emphasizing active and open communication, and most effectively applying the resources and expertise of each party. Each Respondent may also include in their Proposal any other items, such as programs, innovations, or resources that it believes would benefit the University. The University shall only consider Proposals from financially responsible firms presently engaged in the business of manufacturing, distributing or selling, or licensing the right to manufacture, distribute or sell Soft Drink Beverages available on a nationwide basis and providing support services in conjunction therewith.

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.

The Services of this RFP, include:

1. installation, operation and maintenance of beverage vending machines and related equipment at specified locations on Campus, and
2. provision of beverages, dispensing equipment and related supplies for dining and concession operations on Campus operated by University and third party concessionaires (“**University Concessionaires**”).

The services solicited in this RFP will exclude photo vending services, personal hygiene product vending services, and snack vending.

Additional Scope: The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

PRICING: Refer to RIDER A-1. Pricing will be valid for the term of the Agreement.

PERFORMANCE TERMS AND CONDITIONS

1. **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 University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.
3. **Campus Visits:** The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits “as needed” on three days’ notice. The Contractor will coordinate campus visits with the University Services Information and Technology Department to ensure proper communication and sharing of information related to customer projects.
4. **Toll-Free Access:** The Contractor shall provide to the University, toll-free telephone access to technical support. The University prefers a unique toll-free telephone number just for the University. The Contractor shall provide an escalated support feature to ensure that unresolved support issues can be elevated to upper level management.
5. **Accessibility:** If the solution includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. the Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of “Section 508 of the Rehabilitation Act of 1973” as amended as of the date of this agreement, and the “[Web Content Accessibility Guidelines \(WCAG\) 2.0](http://www.w3.org)” published by www.w3.org.

If the solution includes any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., the Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and vendor further agrees to indemnify and hold harmless the University of Maine campuses and system or any university entity using the Contractor’s products or services from any claim arising out of its failure to comply with the aforesaid requirements.

The University, at its discretion, may at any time test the vendor's products or services covered by this agreement to ensure compliance with Section 508 and WCAG 2.0. Testing that results in findings of non-compliance, shall result in a 25% reduction in the total cost of the products and/or services covered by this agreement if the non-compliance is not corrected within 30 days of being reported to the vendor in writing. All withheld amounts will be paid to the vendor upon correction of the non-compliance and acceptance by the University. Said acceptance not to be unreasonably withheld.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and a pro-rated refund of fees paid from the University for the remainder of original contract period.

6. **Standards for Safeguarding Information:** The Contractor is expected to comply with these standards as outlined in *Rider C - University of Maine System Standards for Safeguarding Information*. Should the Contractor fail to comply with the standards and is unable to reasonably cure its noncompliance within 60 days, the University may terminate this agreement. The University will be entitled to receive a prorated refund measured from the effective date of the termination.
7. **Service Level Agreement:** The Contractor is expected to provide, monitor performance and provide reports of its service delivery commitments to the University as outlined in *Rider D – Contractor's Service Level Agreement to Support the University*, of this Agreement.
8. **Environment Compliance:** In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.

**RIDER A-1
PRICING**

<< INSTRUCTIONS - Details in Exhibit 1 will be inserted here during Agreement negotiations. No action needed for Respondent as part of their submission. >>

RIDER B INSURANCE REQUIREMENTS

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

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$5,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$5,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Crime Insurance (Including employee dishonesty)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance 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 insurance shall be filed with:

**University of Maine System
Risk Manager
Robinson Hall
46 University Drive
Augusta, Maine 04330**

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

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

RIDER C
UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING INFORMATION

This Attachment addresses the Contractor's responsibility for safeguarding Compliant Data and Business Sensitive Information consistent with the University of Maine System's Information Security Policy and Standards. (infosecurity.maine.edu)

Compliant Data is defined as data that the University needs to protect in accordance with statute, contract, law or agreement. Examples include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Maine Notice of Risk to Personal Data Act, and the Payment Card Industry Data Security Standards (PCI-DSS).

Business Sensitive Information is defined as data which is not subject to statutory or contractual obligations but where the compromise or exposure of the information could result in damage or loss to the University.

1. Standards for Safeguarding Information: The Contractor agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Compliant Data and Business Sensitive Information or personally identifiable information from Compliant Data and Business Sensitive Information furnished by the University, or collected by the Contractor on behalf of the University, against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access and malware in the course of this engagement.
 - A. Compliant Data and Business Sensitive Information may include, but is not limited to names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Driver's License and Social Security numbers, in both paper and electronic format.
 - B. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
 - C. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.
 - D. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS guidelines.
 - E. If information pertaining to protected "Customer Financial Information" is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.
3. Return or Destruction of Compliant or Business Sensitive Information:
 - A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of

- any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.
- B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.
- C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.
4. Term and Termination:
- A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement
5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.
6. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.
7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
8. Contractor shall not amend or replace University-owned hardware, software or data without prior authorization of the University.
9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor

in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:

- Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
- Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or Terminate the Agreement immediately.

11. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.

12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following clauses apply.

- A. Contractor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
- B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
- C. Contractor shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Contractor shall test restore procedures not less than once per year.
- D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
- E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
- F. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
- G. Contractor who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.
- H. Contractor shall require strong passwords for any user accessing personally identifiable information or data covered under law, regulation, or standard such as HIPAA, FERPA, or PCI. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.

13. If the Contractor provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

**RIDER D
CONTRACTOR'S SERVICE LEVEL AGREEMENT TO SUPPORT THE UNIVERSITY**

<<INSTRUCTIONS – Bidders will insert their Service Level Agreement (SLA) here as part of their submission. >>

**RIDER E
CAMPUS ENGAGEMENT ADDENDUMS**

This Campus Engagement Agreement is entered into as of the date written below between _____ (“Contractor”) and _____ (“Institution”).

This Campus Engagement Agreement shall be governed by the terms and conditions of the Master Agreement for Services dated _____ by and between _____ (“Contractor”) and the University of Maine System, and is incorporated herein by reference.

1. **Administration:** _____ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Campus Specific Engagement Agreement.
2. **Equipment and/or Services - Refer to Rider E. Attachment A**
3. **Statement of Work – Refer to Rider E. Attachment B**
4. **Implementation Plan and Timeline – Refer to Rider E. Attachment C**

SIGNATURES:

Institution

By: _____

Name: _____

Title: _____

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____

**RIDER E, ATTACHMENT A
EQUIPMENT AND/OR SERVICES**

**<<INSTRUCTIONS – EQUIPMENT AND/OR SERVICES WILL BE PROVIDED FOR EACH CAMPUS
AT TIME OF CONTRACT>>**

**RIDER E, ATTACHMENT B
STATEMENT OF WORK**

**<<INSTRUCTIONS – STATEMENT OF WORK WILL BE PROVIDED FOR EACH CAMPUS AT TIME
OF CONTRACT>>**

**RIDER E, ATTACHMENT C
IMPLEMENTATION PLAN AND TIMELINE**

**<<INSTRUCTIONS – IMPLEMENTATION PLAN WILL BE PROVIDED FOR EACH CAMPUS AT TIME
OF CONTRACT>>**

Appendix E – Evaluation Question(s) – Master Agreement

This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in Section 1.2 of the RFP, with more detail in Appendix D. Please indicate your acceptance for each special term by checking the “Agreed” box and initialing.

Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in Section 2.1.1.

1.1 Terms and Conditions of Agreement

As a result, of this RFP process, it is our expectation that an Agreement will be established between University and one or more of the Contractors. The Agreement will incorporate the relevant terms and conditions of this RFP and Contractor’s proposal (scope of work, pricing, service level agreement, warranty, implementation plan).

Upon award each successful Agreement or will sign a Master Agreement (Appendix D) with the University to sell goods and/or services. The Agreement will incorporate all the terms and conditions, pricing, specifications, and requirements of the RFP.

No representation is made that any quantities will be purchased or that services will be utilized.

Agreed _____
Initial

1.2 Agree to term other than what is specified or automatic renewals for term(s) greater than month-to-month.

Appendix D - 2. Term

The Agreement term will be for five (5) years with the option of four (4) one-year renewals. Exercise of any renewal option will require parties’ mutual written agreement.

Agreed _____
Initial

1.3 Agree to termination language other than what is provided in Appendix D, Section 4, 5, and 6.

Appendix D - 4. Termination: The **Agreement or a Services Engagement (Rider D)** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be affected by delivery to the Agreement or of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Agreement or shall not be reimbursed for any costs incurred after the effective date of termination.

Agreed _____
Initial

41. **Appendix D - 5. Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

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

The Contractor agrees that upon termination of this Master Agreement for any reason, it will continue to provide Services (“Transitional Services”) to ensure an orderly and efficient transition of services to the University or another supplier, provided however that under no circumstances shall Contractor be required to provide Transitional Services for more than six (6) months following termination of this Agreement unless the Parties have entered into a written Transitional Services agreement. The University shall pay the Contractor for all Transitional Services for the six months of the transition at the rates set forth in Master Agreement **Rider A-1**.

Agreed _____
Initial

Appendix D - 6. Non-Appropriation: Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.

Agreed _____
Initial

1.4 **Permit an entity to change unilaterally any term or condition once the Agreement is signed;**

Appendix D - 8. Modification:

This Agreement may be modified or amended only in a writing signed by both parties.

Agreed _____
Initial

1.5 **Apply the law of a state other than Maine;**

Appendix D - 10. Applicable Law:

This Agreement shall be governed and interpreted according to the laws of the State of Maine

Agreed _____
Initial

1.6 Provide any defense, hold harmless or indemnity;

Appendix D - 13. Indemnification

The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data

Agreed _____
Initial

1.7 Waive any statutory or constitutional immunity;

Agreed _____
Initial

1.8 Pay attorneys' fees, costs, expenses or liquidated damages;

Agreed _____
Initial

1.9 Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement .

Appendix D - 17. Entire Agreement:

This Agreement sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Agreement is the entire agreement between the University (including University's employees and other End Users) and Agreement or. In the event that Agreement or enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Agreement. Agreement or may not unilaterally change any term or condition of this Agreement.

Agreed _____
Initial

1.10 Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;

Appendix D - 21. Confidentiality:

The Agreement or shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

Agreed _____
Initial

1.11 Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.

Agreed _____
Initial

1.12 Add any entity as an additional insured to UMS policies of insurance.

Agreed _____
Initial

Appendix F – Organization Reference Form

Respondent's Organization Name: _____

INSTRUCTIONS: Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #4	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: _____

INSTRUCTIONS: Respondents shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

Evaluation Question(s) - Organizational, Qualifications and Experience

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
2. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
3. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
4. Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
5. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.
6. Financial Stability
No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.

Appendix H – Evaluation Question(s) – General, Implementation, Training and Support

Respondent's Organization Name: _____

All responses to the questions will reflect what is offered as part of the Respondent's proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

Evaluation Question(s) – General: Royalty, Fees, Other Payments and Non-Cash Value Contributions

1. Financial Package: Review Appendix C, Exhibit 1 Table 2 in response to this question. Provide complete information on the proposed financial package, including signing bonus, commissions, complimentary product, volume incentives and guaranteed revenue to the University.
 - a. Provide a proposed financial package for exclusive Soft Drink Pouring Rights and Vending Rights in all University facilities, exclusive vending in all University vending locations. The University will guarantee a minimum of 80% preferred presence in retail markets.
2. Sponsorship, scholarships: Review Appendix C, Exhibit 1 Table 2 in response to this question. Provide complete information on any additional financial support through sponsorship or scholarship programs.
3. Non-cash value contributions: Review Appendix C, Exhibit 1 Table 3 in response to this question. Provide a description of non-cash value contributions to the beverage plan and University programs.

Evaluation Question(s) – General: Program Specifics

4. 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.
5. 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 CO₂.
6. Nutritional Practices. Contractor will provide a variety of nutritional options in its beverage products such as bottled water, unsweetened beverages, non-caloric beverages, artificially sweetened beverages, and caloric beverages with some nutritional benefits ("healthy products"). University desires that at least twenty-five percent (25%) of Contractor's Beverage product will consist of Healthy products. Provide a description detailing proposal and what is available in your solution to meet this requirement.
7. Equipment Lifecycle Management: Describe your policy and procedures for equipment lifecycle management.
 - a. Provide a description of all equipment that would be supplied in the execution of the contract. Describe your equipment delivery program.
 - b. 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.
 - c. Provide description in detail the Respondent's plan for scheduled and unscheduled maintenance and any other required mechanical support of beverage vending and dispensing machines.

8. 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.
9. Reporting: Provided a description of all reporting, including but not limited to commissions and guaranteed revenue payments, and sales and commission by machine/location.
10. Demonstrated ability to provide beverage vending machines and dispensing services: Provide description of the Respondent’s experience in the operation of beverage vending and dispensing machine services and the manner in which Respondent would operate beverages vending and dispensing machines serving the University campus community.
11. Changes in the location or number of beverage vending machine sites. Respondents must describe the circumstances and conditions under which the Respondent would (i) initiate a request and (ii) respond to a request by the University for changes in number or location of beverage vending machines on campus operated by University
12. Compatibility with One-Card Solution and credit card readers. Review Appendix D, Section 40 in response to this question. Provide description of technology capabilities and plan to implement payment with one-card and credit cards.

Evaluation Question(s) – Implementation Questions

1. Describe your recommended implementation strategy, best practice consulting options, and professional services. The University of Maine System requires the review of consultant’s credentials/experience and reserves the right to request replacement if he/she fails to meet expectations at any time.
2. Describe the steps your firm will take to understand the business model and functional needs of the client and ensure that during the configuration and implementation process the product will be applied for optimal performance and satisfaction.
3. Indicate your timeline from implementation start to “go live” date. Provide task lists and timelines for a standard implementation. A sample project plan would be helpful.

Evaluation Question(s) – Training Questions

1. Describe the standard training included as part of implementation.
2. Describe ongoing training options available for functional and technical users.

Evaluation Question(s) – Support Questions

1. Supply your firm’s mission statement or policy regarding customer satisfaction and support.
2. Explain what type of documentation, or help system, is included with this solution. Describe all documentation available online to University support staff.
3. What is the process for an emergency, e.g. system down, from notification through resolution?

4. What services or events do you offer clients to maximize or leverage the features/functionality of the solution (i.e. marketing programs)?
5. Describe how you manage on-going contact with your clients. Would the University of Maine System be assigned an account manager? What expertise would that person have to support our needs? What is the ongoing relationship between the account manager and support?
6. Please provide a sample Service Level Agreement (SLA) related to your services.
7. Please provide a detailed account of your actions should you miss a Service Level Agreement (SLA) requirement, if applicable. Include a description of the actions you would take to assure the lapse did not occur again.
8. How do you obtain and prioritize feedback for changes or enhancements to your solution? (i.e. user groups, customer service, company representatives, etc.)?
9. How is the University notified and alerted to problems and issues?

EXHIBIT A
Campus Actual Sales
7/1/2017 – 06/30/2018

		University of Maine, Orono		
		Report Start Date: 07/01/2017 - End Date 06/30/2018		
Category	Sub-Category	QTY	Package Unit	PACK
Café Drinks	Coffee Drink/13.7 oz/Dunkin Donuts/Cold Brew/Assorted Flavors	429	CASE	12.00
	Coffee Drink/13.7oz/McCafe Frappe/Assorted	12	CASE	12.00
	Coffee Drink/13.7oz/Monster/Cafe/Assorted Flavors	41	CASE	24.00
	Coffee Drink/14oz/Gold Peak/Cold Drink/Assorted	7	CASE	12.00
	Category Sub-Total	489		60.00
Energy Drinks	Energy Drink/Full Throttle/15oz Cans/Assorted Flavors	13	CASE	12.00
	Energy Drink/Full Throttle/16oz Cans/Assorted Flavors *	12	CASE	24.00
	Energy Drink/Monster/16oz/Zero Ultra/etc	3	CASE	24.00
	Energy Drink/Monster/Assorted/24oz/Zero/Ultra/ect	132	CASE	12.00
	Energy Drink/Monster/Energy/15.5oz AssortedFlavors	447	CASE	24.00
	Energy Drink/Monster/J/15oz Assorted Flavors	177	CASE	12.00
	Soda/20oz/Powerade/Assorted Flavors	18	CASE	24.00
	Soda/32oz/Powerade/Assorted Flavors/15ct	715	CASE	15.00
	Soda/24oz/Nos Energy/Assorted (12ct)-	48	CASE	12.00
	Soda/16oz/Nos Energy/Can/Assorted/24ct	55	CASE	24.00
	Soda/16oz/Nos/Assorted/Can/12	32	CASE	12.00
	Category Sub-Total	1,652		195.00
	Juice	Juice/10oz/Minute Maid/Assorted Flavors	53	CASE
Juice/12oz/Minute Maid/Assorted Flavors		2	CASE	24.00
Juice/20oz/Minute Maid/Lemonade/Assorted		75	CASE	24.00
Juice/450ml/Minute Maid/Fruit/Veg/Assorted Flavors		230	CASE	24.00
Category Sub-Total	360		96.00	
Specialty Milk Drinks	Milk/Yup/Assorted Flavors	103	CASE	24.00
	Milkshake/Core Power/Assorted/11.5oz	155	CASE	12.00
	Milkshake/Core Power/Elite/Assorted 14oz	91	CASE	12.00
Category Sub-Total	349		48.00	
Soda	Soda/12oz/Coke/Assorted Flavors	297	CASE	24.00
	Soda/12oz/Coke/Glass/Assorted Flavors	64	CASE	24.00
	Soda/12oz/Moxie (Glass)	11	CASE	24.00
	Soda/16oz Cans/Coke/Assorted Flavors	16	CASE	24.00
	Soda/16oz/Orangina	101	CASE	24.00
	Soda/16oz/Yoo Hoo	64	CASE	24.00
	Soda/1L/Coke/Assorted Flavors	24	CASE	12.00
	Soda/20oz/Coke/Assorted Flavors	1,817	CASE	24.00
	Soda/2L/Coke/Assorted Flavors	202	CASE	8.00

	Soda/Fridge Pack/Coke/Assorted Flavors	589	CASE	24.00
	Category Sub-Total	3,185		212.00
Tea/Lemonade	Lemonade/16oz/Heberts/Assorted Flavors	38	CASE	12.00
	Tea/16.9oz/Honest Tea/Assorted Flavors	567	CASE	12.00
	Tea/18.5oz/Gold Peak/Assorted	1,015	PACKAG E	12.00
	Tea/18.5oz/Gold Peak/Assorted Flavors LS	49	CASE	12.00
	Tea/23oz/Peace/Assorted	667	CASE	12.00
	Tea/64oz/Gold Peak/Assorted	50	CASE	8.00
	Category Sub-Total	2,386		68.00
Water	Water/12oz/Dasani/Sparkling/Assorted Cans	16	CASE	8.00
	Water/16.9oz/Dasani	355	CASE	24.00
	Water/1L/Dasani	224	CASE	12.00
	Water/1L/Glaceau/Smart	195	CASE	12.00
	Water/20oz/CD Seltzer/Assorted/Sparkling	170	CASE	12.00
	Water/20oz/Dasani	625	CASE	8.00
	Water/20oz/Dasani/Assorted Flavors/Plain & Sparkling	66	CASE	24.00
	Water/20oz/Glaceau Vitamin/Assorted Flavors	628	CASE	24.00
	Water/20oz/Glaceau/Smart	8	CASE	24.00
	Water/33.8oz/Glaceau/Smart	17	CASE	12.00
	Water/700ML/Glaceau/Smart/23.7oz	428	CASE	24.00
	Category Sub-Total	2,732		184.00
Bag In A Box	Soda/BIB/2.5gal/Assorted Flavors	3,217	BOX	1.00
	Soda/Bib/2.5gal/Sports&Vitamin	26	BOX	1.00
	Soda/BIB/5gal/Assorted Flavors	266	BOX	1.00
	Category Sub-Total	3,509		3.00
	Annual Total	14,662		866.00

University of Maine at Augusta			
Report Start Date: 07/01/2017 - End Date 06/30/2018			
Group Headings	Vol (Raw Cases)	Group Headings	Vol (Raw Cases)
Frappuccino Coffee	5	Lipton Brisk SWL	6
Frappuccino Mocha	6	Lipton Brisk UNL	6
Frappuccino Vanilla	6	Mug	6
13.7oz Total	17	SoBe Life Wtr YB Pom 0c	6
		Tropicana Pk Lmnde	9
Muscle Milk Chocolate	3	BIB 3G Total	33
14oz/414ml Total	3		
		Mt Dew	5
Dole Apple 100	5	Pepsi	10
Dole Orange 100	5	Pepsi Dt	5
Ocean Spray CranCktl	4	BIB 5G Total	20
15.2oz/450ml Total	14		
		Lipton Brisk Tea Lmnd	2
Lpt PureLeaf SNL	5	Mt Dew	2
Lpt PureLeaf Super Sweet	3	Mt Dew Dt	4
Lpt PureLeaf SWL	4	Mt Dew Ice	1
Lpt PureLeaf UNL	3	Mug	2
18.5oz /547ML Total	15	Pepsi	7
		Pepsi Dt	6
Aquafina	19	Sierra Mist LL RS	2
Dr Pepper	7	Trop Twister Org	2
Dr Pepper Dt	2	Can 12P Total	28
Gatorade Fruit Punch	2		
Gatorade Gclr Frz	3	Starbucks DS Enrgy Mocha	5
Gatorade Lemon Lime	2	Can 15oz/444ml Total	5
Mt Dew	4		
Mt Dew Code Red	1	MDEW AMP ENG CHE BLST	1
Mt Dew Dt	3	MDEW AMP ENG TROP PNCH	2
Mt Dew Ice	1	MTN DEW AMP ORIGINAL	4
Mt Dew Voltg Rasp Citrus	2	Can 16oz/473ml Total	7
Pepsi	9		
Pepsi Dt	5		
Pepsi WildCherry	3		
Schwepes Seltzer BlkChry	1		
Schwepes Seltzer LLime	3		
20oz/591ml Total	67		
		Annual Total	209

University of Maine at Farmington			
Report Start Date: 07/01/2017 - End Date 06/30/2018			
Group Headings	Vol (Raw Cases)	Group Headings	Vol (Raw Cases)
Dole Apple	147	Prm LifeWTR	28
Dole Cran 15%	99	23.7oz/700ml Total	28
Dole Orange	177		
BIB 1G/3.79L Total	423	Starbucks DS Enrgy Mocha	33
		Can 15oz/444ml Total	33
Starbucks Cold Brew Vanil	4		
Starbucks Iced Cof BlkUns	4	Mt Dew Kckstrt Blk Che	15
11oz/325ml Total	8	Mt Dew Kckstrt Org Cit	10
		Mt Dew White Label	25
Stubborn Rt Br	29	Rockstar Energy	12
Stubborn Soda Agv Van Crm	23	Can 16oz/473ml Total	62
12oz/355ml Total	52		
		Gatorade Fruit Punch	87
Frappuccino Mocha	39	Gatorade Lemon Lime	69
Frappuccino Vanilla	28	Lipton Brisk Rasp	138
13.7oz Total	67	Lipton Brisk SWL	129
		Lipton Brisk UNL	39
Muscle Milk Chocolate	8	Mug	3
Starbucks IEC Pmpkin Spc	10	Sierra Mist LL RS	30
14oz/414ml Total	18	SoBe Life Wtr YB Pom Oc	57
		Tropicana Pk Lmnde	225
Ocean Spray CranCktl	29	BIB 3G Total	771
Ocean Spray CranGrape	32		
15.2oz/450ml Total	61	Mt Dew	105
		Pepsi	85
Gatorade Orgnc Mxd Bry	20	Pepsi Dt	55
Gatorade Orgnc Strwbry	18	BIB 5G Total	245
16.9oz/500ml Total	38		
		Pepsi Dt	4
Lpt PureLeaf NTS GTHny	2	Can 12P Total	4
Lpt PureLeaf Peach	3	Pepsi Dt	12
Lpt PureLeaf Rasp	8	Can 6P Total	12
Lpt PureLeaf SNL	9		
Lpt PureLeaf SWL	9	Gatorade Rcvr PB ChocCrml	1
18.5oz /547ML Total	31	2.8oz/83ml Total	1
Aquafina	133	2.5G BIB_PA MTN BLST	42
Bubly Grapefruit	4	2.5G BIB_BARQS RTBR	38
Dr Pepper	37	2.5G BIB_CHRY COKE	34
Dr Pepper Dt	11	2.5G BIB_CAN DRY GALE NKO	31
Gatorade Blue Raz	10	5G BIB_SPRITE	20
Gatorade Fruit Punch	35	5G BIB_COKE	17
Gatorade Lemon Lime	20	2.5G BIB_FANTA ORG	17
Gatorade Orange	21	5G BIB_DT COKE	8
Mt Dew	51	2.5G BIB_SEAGRAMS G ALE	1
Mt Dew Code Red	22	2.5G BIB_SPRITE	0
Mt Dew Dt	8	2.5G BIB_MM ORCH BST BLND J100	0
Mt Dew Ice	6	2.5G BIB_MM ORCH BST APL J100	0

Mt Dew Voltg Rasp Citrus	44	2.5G BIB_MM ORCH BST CRNBRY J	0
Pepsi	41	2.5G BIB_SPRITE ZRO	0
Pepsi Dt	20	Total	208
Pepsi Real Sugar	6		
Pepsi WildCherry	22		
20oz/591ml Total	490		
		Annual Total	2,548

University of Maine at Machias			
Report Start Date: 07/01/2017 - End Date 06/30/2018			
Group Headings	Vol (Raw Cases)	Group Headings	Vol (Raw Cases)
Frappuccino Mocha	6	Prm LifeWTR	8
Frappuccino Vanilla	4	23.7oz/700ml Total	8
Frappuccino White Choc	3		
13.7oz Total	13	1893 Original	1
		Can 12oz/355ml Total	1
Aquafina	2		
Dr Pepper	9	Starbucks DS Enrgy Mocha	3
Dr Pepper Dt	3	Starbucks DS Enrgy Vanilla	1
Gatorade Blue Raz	7	Starbucks DS Enrgy WtChoc	1
Gatorade Fruit Punch	4	Can 15oz/444ml Total	5
Gatorade Lemon Lime	4		
Mt Dew	3	Mt Dew Kckstrt Blk Che	3
Mt Dew Code Red	3	Mt Dew Kckstrt Org Cit	4
Mt Dew Dt	1	Rockstar Energy	1
Mt Dew Pitch Blk	3	Rockstar Sugar Free	1
Mt Dew Voltg Rasp Citrus	5	Can 16oz/473ml Total	9
Pepsi	5		
Pepsi Dt	2	Starbucks Dbl Shot	1
Pepsi WildCherry	1	Starbucks DS EXP Cubano	1
20oz/591ml Total	52	Starbucks DS Slr Crml Crm	1
		Can 6.5oz Total	3
2.5G BIB_VW XXX	25	2.5G BIB_GLD PK SWT GRN T	7
2.5G BIB_PA MTN BLST	20	2.5G BIB_PA FRT PNCH	4
2.5G BIB_CHRY COKE	19	5G BIB_DT COKE	3
2.5G BIB_HI C FRT PNCH	18	2.5G BIB_COKE ZRO SGR	2
2.5G BIB_SPRITE	17	2.5G BIB_GLD PK SWT BLK T	2
2.5G BIB_FANTA ORG	17	2.5G BIB_FUZ T UNSWT	2
2.5G BIB_BARQS RTBR	16	2.5G BIB_GLD PK PREM UNSWTND T	1
5G BIB_COKE	11	2.5G BIB_MM LMND	0
2.5G BIB_GLD PK RSBY T	11	2.5G BIB_MELLO YELLO	-1
2.5G BIB_VW ZRO SQZD	9	Totals	191
2.5G BIB_SEAGRAMS G ALE	8		
		Annual Total	281

University of Maine at Fort Kent			
Report Start Date: 07/01/2017 - End Date 06/30/2018			
Aquafina	21	Prm LifeWTR	31
1 Liter Total	21	23.7oz/700ml Total	31
Frappuccino Caramel	7	Lipton Brisk SWL	27
Frappuccino Coffee	7	Mug	22
Frappuccino Mocha	12	Sierra Mist LL RS	36
Frappuccino Vanilla	10	SoBe Life Wtr YB Pom Oc	24
13.7oz Total	36	Gatorade Fruit Punch	33
		Gatorade Lemon Lime	42
Dole Apple 100	14	BIB 3G Total	184
Dole Orange 100	16		
Ocean Spray CranCktl	8	Mt Dew	65
Ocean Spray CranGrape	11	Pepsi	60
15.2oz/450ml Total	49	Pepsi Dt	42
		BIB 5G Total	167
Lpt PureLeaf NTS GTHny	3		
Lpt PureLeaf Pom	8	Mt Dew Kckstrt Blk Che	12
Lpt PureLeaf Rasp	20	Mt Dew Kckstrt Ft Pnch	11
Lpt PureLeaf SWL	12	Mt Dew Kckstrt Mango Lime	5
Lpt PureLeaf SWL Dt	4	Mt Dew Kckstrt Org Cit	11
Lpt PureLeaf UNL	8	MTN DEW AMP ORIGINAL	5
18.5oz /547ML Total	55	Mt Dew	1
		Pepsi	7
Gatorade Pbar Van Alm	1	Pepsi Dt	3
Gatorade Revr PB Choc Chp	1	Schweppes GAle	7
Gatorade Revr PB Choc PB	1	Trop Twister Org	1
Gatorade Revr PB ChocCrml	1	Can 16oz/473ml Total	63
2.8oz/83ml Total	4		
		Flavorworks Che	2
Aquafina	22	Flavorworks Lmn	1
Gatorade Blue Raz	12	Flavorworks Stw	3
Gatorade Fruit Punch	6	BIB 1G/3.79L Total	6
Gatorade G2 Grape	5		
Gatorade Orange	3	Mt Dew	6
Lipton Brisk Lmnd	4	Pepsi	6
Lipton Brisk SWL	7	Pepsi Dt	6
Schweppes Raz Lme	4	Schweppes GAle	3
Schweppes Seltzer Orange	4	Schweppes GAle Dt	1
SoBe Life Wtr Acai Raz	1	Can 7.5oz/Can 221ml Total	22
SoBe Life Wtr Blk BB Oc	11		
SoBe Life Wtr Straw Kiwi	6		
SoBe Life Wtr Stw Drgft 0	11		
20oz/591ml Total	96		
		Annual Total	734

University of Maine at Presque Isle			
Report Start Date: 07/01/2017 - End Date 06/30/2018			
Group Headings	Vol (Raw Cases)	Group Headings	Vol (Raw Cases)
Frappuccino Caramel	2	Prm LifeWTR	1
Frappuccino Coffee	3	23.7oz/700ml Total	1
Frappuccino Mocha	5		
Frappuccino Vanilla	3	Rockstar Punched	5
13.7oz Total	13	Rockstar Revolt Killer Gr	3
		Can 16oz/473ml Total	8
Starbucks IEC Pmpkin Spc	3		
Starbucks IEC Slt Crml Mc	1	Gatorade Fruit Punch	42
14oz/414ml Total	4	Mt Dew Dt	12
		Mug	12
Dole Apple 100	8	Sierra Mist LL RS	6
Dole Orange 100	6	BIB 3G Total	72
Ocean Spray CranCktl	6		
15.2oz/450ml Total	20	Mt Dew	70
		Pepsi	40
Lpt PureLeaf Rasp	9	Pepsi Dt	10
Lpt PureLeaf SNL	4	BIB 5G Total	120
Lpt PureLeaf SWL	6		
18.5oz /547ML Total	19		
Aquafina	16	2.5G BIB_PA MTN BLST	115
Gatorade Blue Raz	11	2.5G BIB_GLD PK SWT BLK T	18
Gatorade Flow Blkbry WV	4	2.5G BIB_BARQS RTBR	15
Gatorade Flow Stw Kw	4	5G BIB_SPRITE	14
Gatorade Frc Grn Apl	9	2.5G BIB_DR PEP NKO	14
Gatorade Fruit Punch	11	2.5G BIB_GLD PK RSBY T	10
Gatorade Glcr Che	5	5G BIB_COKE	8
Gatorade Glcr Frz	10	5G BIB_DT COKE	8
Gatorade Propel Zro Grape	1	2.5G BIB_FANTA ORG	8
Gatorade Propel Zro KwStw	1	2.5G BIB_SEAGRAMS G ALE	7
Mt Dew	9	2.5G BIB_MM LT LMND	4
Mt Dew Dt	2	2.5G BIB_FUZ T UNSWT	2
Mt Dew Ice	4	2.5G BIB_GLD PK PREM UNSWTND T	0
Mug	3	2.5G BIB_FUZ T RSBY	0
Pepsi	12	Totals	223
Pepsi Dt	5		
20oz/591ml Total	107		
		Annual Total	587

University of Southern Maine Report Start Date: 07/01/2017 - End Date 06/30/2018			
Group Headings	Vol (Raw Cases)	Group Headings	Vol (Raw Cases)
Prm LifeWTR	43	Prm LifeWTR	30
1 Liter Total	43	23.7oz/700ml Total	30
Starbucks Cold Brew Sweet	1	Flavorworks Che	7
Starbucks CB CCO Hny W/Cr	26	Flavorworks Lme	5
Starbucks Cold Brew BlkUn	22	Flavorworks Lmn	6
Starbucks Cold Brew Vanil	6	Flavorworks Van	6
Starbucks Iced Cof BlkLts	13	BIB 1G/3.79L Total	24
Starbucks Iced Cof BlkUns	12		
11oz/325ml Total	80	Aquafina Sparkling LL	3
		Gatorade Fruit Punch	236
Starbucks IEC Pmpkin Spc	9	Lipton Brisk Rasp	177
Starbucks IEC Pprmnt Moch	7	Lipton Brisk UNL	9
Starbucks IEC Slt Crml Mc	11	Mt Dew Dt	9
14oz/414ml Total	27	Mug	84
		Sierra Mist LL RS	87
Frappuccino White Choc	6	SoBe Life Wtr YB Pom 0c	24
Frappuccino Coffee	70	Tropicana Lmnde	9
Frappuccino Dulce De Lech	3	BIB 3G Total	638
Frappuccino Mocha	124		
Frappuccino Smores	8	Mt Dew	140
Frappuccino Vanilla	132	Pepsi	180
Frappuccino Caramel	28	Pepsi Dt	92
13.7oz Total	371	BIB 5G Total	412
Muscle Milk Chocolate	21	Starbucks DS Prtn Crml	7
Muscle Milk Vanilla Creme	2	Starbucks DS Prtn DKChoc	10
Starbucks IEC Pmpkin Spc	14	Starbucks DS Prtn Van Bn	10
Starbucks IEC Pprmnt Moch	7	Can 11oz Total	27
Starbucks IEC Slt Crml Mc	13		
14oz/414ml Total	57	Starbucks RF Black Cherry	2
		Starbucks RF Peach Passio	1
Dole Apple 100	10	Starbucks RF Strw Lmd	1
Dole Orange 100	7	Can 12oz/355ml Total	4
Dole Straw Kiwi	12		
Ocean Spray CranCktl	13	Starbucks DS Enrgy Coffee	47
Ocean Spray CranGrape	4	Starbucks DS Enrgy Mocha	98
15.2oz/450ml Total	46	Starbucks DS Enrgy Spd Mc	4
		Starbucks DS Enrgy Vanilla	53
Gatorade Orgnc Lmn	5	Starbucks DS Enrgy WtChoc	13
Gatorade Orgnc Mxd Bry	4	Can 15oz/444ml Total	215
Gatorade Orgnc Strwbry	2		
16.9oz/500ml Total	11	Rockstar Revolt Killer Bl	1
		Rockstar Revolt Killer Gr	1
Lpt PureLeaf NTS GTHny	27	Rockstar Punched	3
Lpt PureLeaf Lmnd	1	Rockstar Energy	1

Lpt PureLeaf SNL	67	Mt Dew Kckstrt Blk Che	25
Lpt PureLeaf Super Sweet	4	Mt Dew Kckstrt Ft Pnch	30
Lpt PureLeaf SWL	83	Mt Dew Kckstrt Org Cit	17
Lpt PureLeaf UNL	48	Rockstar Energy	6
Lpt PureLeaf Peach	9	Rockstar Pre 0 Pnch	1
Lpt PureLeaf Pom	7	Mt Dew Green Label	1
Lpt PureLeaf Rasp	46	Mt Dew Kckstrt Mango Lime	10
Lpt PureLeaf UGT	1	Mt Dew Kckstrt Mid Grp	9
18.5oz /547ML Total	293	Mt Dew Spkd Lmnd	1
		Mt Dew Spkd Raz Lmnd	1
		Mt Dew White Label	1
Bubly Grapefruit	2	MDEW AMP ENG CHE BLST	10
Bubly Lime	3	MDEW AMP ENG TROP PNCH	6
Bubly Strawberry	2	Mt Dew Blk Lbl	1
Aquafina	110	MTN DEW AMP ORIGINAL	10
Dr Pepper	44	Can 16oz/473ml Total	135
Dr Pepper Dt	24		
Gatorade Blue Raz	85	Starbucks Dbl Shot	15
Gatorade Fruit Punch	56	Starbucks Dbl Shot Light	8
Gatorade Gler Frz	73	Can 6.5oz Total	23
Gatorade Lemon Lime	65		
Gatorade Orange	23	Mt Dew	3
Lipton Brisk Lmnd	11	Pepsi	3
Lipton Iced GrmTea w/Ctrs	2	Pepsi Dt	3
Mt Dew	60	Schweppes GAle	3
Mt Dew Code Red	25	Sierra Mist LL RS	1
Mt Dew Dt	14	Trop Twister Org	1
Mt Dew Ice	11	Can 12P Total	14
Mt Dew Voltg Rasp Citrus	49		
Pepsi	79		
Pepsi Dt	56		
Pepsi WildCherry	2		
Pepsi Zero Sugar	3		
Schweppes GAle	15		
Schweppes Raz Lme	1		
Schweppes Seltzer BlkChry	5		
Schweppes Seltzer LLime	6		
Mug	12		
20oz/591ml Total	838		
		Annual Total	3,288