

**REQUEST FOR PROPOSAL #2019-051  
Pouring Rights  
RESPONSE ADDENDUM #07**

**DATE: August 8, 2019**

**CLARIFICATIONS**

Clarification to Timeline of Key Events Section 1.3.1., as follows:

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	<b>August 13, 2019, 11:59 p.m. EST</b>
Section 1.2.2	Response to Written Inquiries/Questions	<b>August 15, 2019</b>
Section 1.2.2	Deadline for Proposal Submission	<b>August 30, 2019 11:59 p.m. EST</b>
Section 1.3.8	Estimated Respondent Presentation Date <b>(subject to change)</b>	September 19, 2019 – 1 ½ hour presentation onsite University of Maine, Orono Campus
Section 2.2	Award Announcement <b>(subject to change)</b>	On or before October 10, 2019
	Estimated Agreement Start Date <b>(subject to change)</b>	Services - January 1, 2020

**MODIFICATIONS**

The RFP currently has two main components: 1) Exclusive Soft Drink Pouring Rights, equipment, sponsorship opportunities, etc., related to pouring rights and 2) Vending Services. The University has determined that the response and evaluation of RFP 2019-051, Pouring Rights, will no longer include vending service components. The impact of this change on the RFP is outlined directly below.

Modified language for the sections noted below are reflected with redline strikeouts (**strikeouts**) and/or redline additions (**additions**).

- RFP Appendix D, Master Agreement**, the following language will be added to the Agreement:

Addition to Definition, Exclusive Rights:

**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.

With regard to vending product, Exclusive Rights will transition to the Contractor:

- immediately where the Contractor currently supports vending services on a campus,
- post-award for the vending services solicitation and once transition of equipment and product is complete, or
- as current agreements for vending services expire.

In all cases, the transition will not adversely impact the University, where current agreements for either pouring rights or vending services do not allow for early termination.

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2. **RFP Section 1.1.3 Purpose** – language related to vending is removed.
3. **RFP Section 1.1.4 Specifications/Scope of Work**– language related to vending are removed.
4. **RFP Appendix C, Exhibit 1, Table 1, Part 2** – Table is removed as it relates only to vending.
5. **RFP Appendix D, Master Agreement**  
Reminder that RFP Amendment #5 includes additional terms and conditions for Appendix D which includes Sections 41.1-41.7.

- a. **Rider A, Intent and Purpose** language will be modified as follows:

This is a seven campus initiative which will result in a system wide agreement. The University of Maine System is ~~soliciting~~solicited 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.

With regard to vending product , Exclusive Rights will transition to the Contractor;

- immediately where the Contractor currently supports vending services on a campus,
- post-award for the vending services solicitation and once transition of equipment and product is complete, or
- as current agreements for vending services expire.

In all cases, the transition will not adversely impact the University, where current agreements for either pouring rights or vending services do not allow for early termination.

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.

- b. **Rider A, Product Scope of Work** language will be modified as follows:

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

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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~~
- 2.1. 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 beverage vending services, photo vending services, personal hygiene product vending services, and snack vending.

- c. **34. Access Control** language will be modified as follows:

**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.~~

- d. **36. Equipment** language will be modified as follows:

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.

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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.~~

e. **37. Preventative Maintenance Program** language will be modified as follows

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.

f. **REMOVAL of 39. One-Card Payment**

g. **41.3 Beverage Availability Rights**

University grants Sponsor the following Beverage availability rights:

41.3.1. Beverage Rights. Except as provided in Section 46 and as clarification below, only Company Beverages can be sold, dispensed, or served on Campus. All Company Beverages sold, dispensed, or served on Campus must be bought from Bottler, either directly or through Bottler as Company's agent. University will make Company Beverages available for sale on Campus in all packages forms, through fountain dispensing, hawking, vending or any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus.

With regard to vending product , Exclusive Rights will transition to the Contractor:

- . immediately where the Contractor currently supports vending services on a campus.
- . post-award for the vending services solicitation and once transition of equipment and product is complete, or
- . as current agreements for vending services expire.

In all cases, the transition will not adversely impact the University, where current agreements for either pouring rights or vending services do not allow for early termination.

h. **Appendix E – Addition of the following special condition:**

1.13 With regard to vending product, Exclusive Rights will transition to the Contractor:

- . immediately where the Contractor currently supports vending services on a campus.
- . post-award for the vending services solicitation and once transition of equipment and product is complete, or
- . as current agreements for vending services expire.

In all cases, the transition will not adversely impact the University, where current agreements for either pouring rights or vending services do not allow for early termination.

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**Agreed**  
Initial

- i. **Appendix H** – No response to the vending components of the questions is required.