

REQUEST FOR PROPOSAL #2019-051
Pouring Rights
RESPONSE ADDENDUM #10

DATE: August 15, 2019

The University needs some additional time to respond to the following questions. Thank you for being patient:

1. Could we have one calendar school year (2018/2019) of volume breakdown for the Orono campus / Bottle & CAN (Retail), Vending & Fountain, by pkg. (Coke is able to provide as is Pepsi)

QUESTIONS

1. Will vending services continue under existing contracts with the Business Enterprise Program (BEP)?

ANSWER:

With regard to the portion of this solicitation which previously or currently related to vending services, please see Addendum #07, which states, in part: "The University has determined that the response and evaluation of RFP 2019-051, Pouring Rights, will no longer include vending service components."

Addendum #07 further provides: "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 University intends in and through this solicitation to act in accordance with all applicable Maine laws, including 5 MRSA § 12022(A).

2. Does UMS plan to issue a separate RFP for vending services?

ANSWER: Yes, RFP

3. Will award of the RFP result in removal of vending machines currently in place operated by the Business Enterprise Program (BEP) pursuant to 26 M.R.S. §§ 1418-F(2) and 1418-G(5)?

ANSWER:

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The University intends in and through this solicitation to act in accordance with all applicable Maine laws, including 5 MRSA § 12022(A).

4. If so, will the contract (resulting from award of the RFP) result in continuing income to the Business Enterprise Program for the purpose of providing blind persons with remunerative employment, enlarging the economic opportunities of blind persons and encouraging blind persons to become self-supporting?

ANSWER:

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The University intends in and through this solicitation to act in accordance with all applicable Maine laws, including 5 MRSA § 12022(A).

5. When UMS enters into a contract as a result of this RFP award, how does UMS intend to fulfill its obligations under the federal Randolph-Sheppard Act and the state law requiring UMS to allow BEP to place vending machines in a public building where a vending facility operated by a manager would not be feasible?

ANSWER:

UMS has no obligations under the Federal Randolph-Sheppard Act because the act applies only to federally owned properties.

The University of Maine System will continue to apply applicable State of Maine law by providing a preference for blind and visual impaired individuals as set forth in Administrative Practice Letter Section VII-A Effective 4/1/19, Section V, B(16), which states; *"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."*

6. Will award of the RFP result in removal of the current blind manager operating beverage and snack vending on the Eastern Maine Community College (EMCC) campus?

ANSWER:

Eastern Maine Community College (EMCC) is not part of the University of Maine System

7. If not, will award of the RFP result in competition to the EMCC manager's vending, in violation of 26 M.R.S. § 1418-G(3)?

ANSWER:

Eastern Maine Community College (EMCC) is not part of the University of Maine System