



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

## **Vending Services**

### **RFP #2023-011**

**Issued Date:** August 12, 2022

**Response Deadline Date/Time:**  
**September 12, 2022, 11:59p.m. EST**

#### **Response Submission Information:**

Submitted electronically to [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu)  
Email Subject Line – RP: Vending Services - RFP# 2023-011

#### **Response Contact Information:**

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## 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 six distinctive public universities, comprising 10 campuses and numerous centers, in the common purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 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 six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

##### 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. UMA is the third largest public university in Maine. A leader in distance education, UMA has a statewide presence with two campuses in Augusta and Bangor, eight UMA Centers from Saco to Houlton, and 32 course receive sites across Maine. Flexible modalities, with classes onsite, online, through video conference, Interactive Television, and at UMA Centers allow its students to take classes, while keeping work and family commitments. While UMA has a traditional-aged cohort, two-thirds of its students are over 25 years old. Over 50% of UMA's students are first generation and 72% are Pell Grant eligible. These students are motivated to

make a positive change in their lives by pursuing a college degree. 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**

The University of Maine at Farmington is the birthplace of public higher education in Maine and has earned a national reputation for excellence. Established in 1864, it is a small, selective public liberal arts college, serving primarily full-time, traditional-age undergraduates in a residential setting. UMF offers quality programs in teacher education, human services, arts and sciences and professional studies. At Farmington, students feel connected, deeply woven in the roots of the community. Through hands-on learning, the sharing of ideas, debating of issues and pursuit of research, our professors become an active part of their student's lives helping them engage and succeed in a place where they are valued, inspired and empowered. Located in the foothills of the mountains of western Maine, UMF offers the perfect mix of the active outdoor lifestyle with the quintessential New England college town. 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 affordable price—providing a tremendous college value in a spectacular natural setting.

**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 "destination university" that other New England campuses attempt to emulate. Strong academic programs include associate and bachelor's degrees in disciplines such as nursing, business, biology, forestry and cybersecurity 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. 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 is a regional campus of the University of Maine. With its environmental liberal arts core, distinctive baccalaureate programs and student-centered community, UMM creates enriching educational opportunities that prepare graduates for professional success and lifelong engagement. It offers 15 undergraduate degree programs that serve approximately 800 students. Small class sizes and hands-on learning define the academic experience at Maine's coastal university, where there is a shared commitment to exploration, leadership, collaboration and interdisciplinary problem solving. UMM's applied research and community outreach contribute to the quality of life and economic development in Down East Maine and beyond.

**University of Maine**

The University of Maine, founded in Orono in 1865, is the state's land grant and sea grant university. As the state's only public research university, UMaine has a statewide mission of teaching, research and economic development, and community service. UMaine is among the most comprehensive higher education institutions in the Northeast with nearly 100 majors and academic programs. It

attracts students from Maine and 49 other states, and more than 60 countries. It currently enrolls more than 11,400 undergraduate and graduate students who can directly participate in research, working with world-class scholars. UMaine offers more than 100 degree programs through which students can earn graduate certificates, master's, doctoral or professional science master's degrees. The university promotes environmental stewardship, with substantial efforts campuswide aimed at conserving energy, recycling and adhering to green building standards in new construction.

**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 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**

Known for its academic excellence and student focus, the University of Southern Maine (USM) is a community-engaged university taking advantage of its three-campus location in the economic and cultural heart of Maine to provide unmatched, authentic, hands-on learning experiences. This gives our graduates a leg up in launching their careers while at the same time meeting the workplace needs of our region and state.

Our significant financial and academic support provides our students access to a high quality education, helps ensure their success once they are here and enables them to pursue and realize their dreams upon graduation.

Reflecting the community it serves, USM has become known as “the University of Everyone,” welcoming a diverse mix of ages, backgrounds and income levels to our 8,000 plus student body. Ranging from traditional high school graduates to adults completing their degree, from high achievers to those who may not have seen a college education in their future, from new Mainers to veterans who have served our nation, the University of Southern Maine supports their academic pursuits and encourages their advancement.

**University of Maine School of Law**

The University of Maine School of Law is the state's public and only law school, a vital resource serving our local, regional, national, and global community. Maine Law is an institutional public servant committed to providing an accessible and affordable student-focused program of legal education and achieving the highest standards of ethical behavior. Our rigorous doctrinal and experiential curriculum, influential scholarship, and signature programming prepare students to practice law, promote respect for the rule of law, and advance justice for all members of society.

**University of Maine Graduate and Professional Center**

Located in Portland but serving students and employers statewide, the University of Maine Graduate and Professional Center (the Maine Center) brings together academic programs in law, business, and public policy to train the workforce of the future and grow Maine's economy. The Maine Center is an academic consortium composed of the University of Maine School of Law, the University of Maine Graduate School of Business, the graduate programs of the Muskie School of Public Service, and the Cutler Institute of Health and Social Policy. This consortium develops cross-disciplinary, experiential, and market-driven programming for graduate students in the Maine Center's three focus areas. The Maine Center also delivers programming for members of Maine's civic, business, and legal communities, including executive education, certificates, workshops, externship placements, and a startup incubator/accelerator. The Maine Center is supported by a challenge grant from the Harold Alfond Foundation.

### 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 written proposals from qualified companies who wish to support vending services for the University campus facilities for the contract period of five (5) years with five (5) optional one (1) year renewals.

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.

**Vending Service is specific to stand alone machines limited to item types specified in this RFP document and shall not include programmatic equipment and or service designed to support the University's Dining Program. (Look at number of vending machines in configuration section pg 26-27)**

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

The University is committed to providing increased access and opportunity to diverse businesses include and not limited to: Lesbian, Gay, Bisexual and Transgender Business Enterprise (LGBTQ+BE); Minority Business Enterprise (MBE); Service-Disabled Veteran Business Enterprise (SDVBE); Small Business Enterprise (SBE); veteran-owned; service-disabled veteran-owned; HUBZone; small disadvantaged business; women-owned; minority-owned; Veteran Business Enterprise (VBE); and Women's Business Enterprise (WBE).

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 Beverage Vending:

Beverage vending will adhere to all related requirements of the Sponsorship Agreement effective January 15, 2020 between the University of Maine System and Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 19 Penobscot Meadow Drive Hampden ME 04444 (“**Pepsi**”). The Sponsorship Agreement sets exclusive beverage and exclusive merchandising rights, which will require the Respondent to purchase Products exclusively and directly from Pepsi. Merchandising Rights will require the Respondent to follow Pepsi and the University’s directive on what products are supplied in the vending machines.

Beverage selections should be limited to bottled beverages of Pepsi soda products, water, juices, teas and sports drinks. No dispensed products should be provided through this service..

**Snack Vending:**

Snack vending will include the implementation of vending services for snack items. Snack items should be non-perishable, shelf stable goods including but not limited to chips, crackers, cookies, bars, etc.

The vending product and services required:

**1.1.5. Vending Machine Equipment**

- A. Place vending Equipment at the Facilities at locations as approved by University. The awarded Contractor shall not interfere with any vending facilities and machines maintained by Sodexo or UMaine Dining.
- B. Contractors must hold title to all machines and other auxiliary equipment installed or have proof of equipment ownership by a company, agency with whom the contractor works
- C. All vending machines must be Energy Star equivalent and equipped with an vend miser.
- D. Machines must be new or refurbished models in excellent condition and able to provide all service requirements listed in this document.
- E. Vending machines shall have debit/credit card swipe feature in addition to change making equipment for cash transactions.
  - Card Readers will interface with the University’s point-of-sale (POS) system – Transact.
  - All Contractor equipment shall have the capability of returning change in amounts of 5, 10, or 25 cents as required, and have adequate change inventory for required returns.
  - All vending machines shall be equipped with card readers that either utilize the cellular network or the University wired or wireless network, in which case, the connection to University networks would be required to have a validated point-to-point encryption solution (P2PE-HW).
  - All “One Card” (Husky, Black Bear Bucks, etc.) purchases will be added into overall vending sales and calculated for commission purposes.
  - All costs associated with the card readers will be the responsibility of the awarded Contractor.
  - The required changer model, capacity, and arrangements for security shall be determined by the University following consultation with the awarded Contractor.

- The Contractor shall provide and service the changers with amounts of change at frequent intervals to assure change is continually available.
- F. Machines will be required to have dollar bill acceptors.
- G. Contractors shall collect cash from the vending machines in the Facilities during the Term.
- H. Contractors must describe the machines being used, including whether they are new or refurbished and their energy consumption and energy efficiency features.
- I. Provide photos of proposed vending machines and how many of each will be utilized.
- J. Contractors will be responsible for the delivery, installation and positioning of all machines at Contractor's sole cost and expense.
- K. The University will provide the electrical outlets at the machine locations.
- L. All machines shall be maintained by Contractor throughout the contract period in a condition satisfactory to the University. The interior of each machine as well as on top of, behind and around the base of each machine shall be maintained in a clean and orderly manner by Contractor.
- M. The Contractor shall complete any repairs within 24 hours of notification by University of a need for repair and any machine that cannot be repaired must be replaced within 4 days with an operable machine.
- N. The University reserves the right to alter the machine locations. The Contractor shall be responsible for the relocation or removal of machines as needed at Contractor's sole cost and expense.
- O. The Contractor shall be responsible for repair of any and all damages caused by placement and/or movement of machines.
- P. The University reserves the right to increase/decrease the number of machines as deemed necessary.
- Q. Upon University request, the Contractor will turn off or change products for specific situations (e.g. summer youth camps, social concerns such as plastic water bottles, energy use, light/noise pollution). Contractor will be notified of University schedules that will impact product changes, availability, etc.
- R. The University will not be responsible for loss or damage to the machines or their contents resulting from any cause while on University premises whether such damage should be caused by any agent or employee of the University or by any other person. Campuses will utilize UMS Student Code of Behavior/conduct where appropriate.

#### 1.1.6 Product Mix

- A. Contractors are to provide product lists of vending offerings being proposed, including brand names, product size, and vending price, as applicable.
- B. Stocking the vending Equipment with Product purchased directly from Pepsi for beverages.
- C. Pepsi merchandising and product rights will require the Contractor to follow Pepsi and the University's directive on what products are supplied in the vending machines.
- D. In addition to traditional vending offerings, the University is interested in providing healthy alternatives in a product mix including 1/3 of products meeting a definition of "healthy alternative."
  - Contractors are to provide information on healthy options that they offer, including brand names, product size and vending price.
  - Provide the criteria used in defining your healthy alternatives, for example: Snacks meeting the FDA criteria of "low sodium"



- Locally grown and sourced products should be available and encouraged whenever possible
- E. Product Nutritional Information: Contractors are to state whether or not the information is available and how the information is presented (example: via website, on the machines, QR code etc.).
- F. All vended products must be stamped with a final sale/expiration date, and removed from machines prior to that date.
- G. Price Adjustments:
  - Price adjustments will be considered annually on contract anniversary date.
  - Consideration for price increases must be supported by appropriate manufacturer’s documentation. The University must approve any price adjustment.

**1.1.7 Customer Service and Maintenance**

Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem resolution. The description should include, but is not limited to:

- A. Customer service key personnel and organizational structure
  - Contract Manager
  - Sales Representative & Sales Manager
  - Customer Service Representative
  - Technical Representative
- B. Contact process (phone, email, fax, etc.)
- C. Internal procedures to track customer service contact and resolution.
- D. All vending machines shall be labeled or have sign(s) prominently displayed that contain concise instructions as to the procedure for obtaining refunds.
- E. Describe back ordered or out-of-stock product process, including alternate products.
- F. Stocking policy to address, at the minimum, the following:
  - Product Replenishment Schedule – normal schedule and special events such as commencement, etc.
  - University notification of any food or product recalls.
  - Machine inventory should be maintained at a reasonably full level at all times.

**1.1.8. Reporting**

- A. Contractor to provide reports to the University monthly. At a minimum Contractor must provide:
  - Monthly sales: By machine; building; currency type and product type/brand
  - Replenishment schedules; Identify high traffic areas;
- B. The University shall have the right to inspect sales records of the awarded Contractor with respect to sales made and may have said records audited by an auditor at its own expense.
- C. The Contractor’s inventory control of reported inventory sales for route employees, after reconciliation to cash collections, shall be used as the basis to compute commissions payable directly to the State of Maine on behalf of the Department of Labor, Division for the Blind and Visually Impaired Business Enterprise Program. Collections should be bagged and counted by

- machine, reconciled to reported inventory sales, and not co-mingled with change funds.
- D. Vending equipment should be equipped by the Contractor with non-reset item sale counters, which are maintained in continual operative conditions; each period statement should include beginning and ending counter readings for this equipment.
  - E. Cash collections reports, reported sales, and non-reset item sales counters shall be audited on a regular schedule, as determined by the University, to verify the Contractor’s inventory control and reported commissions or equivalent.
  - F. Product inventory and sales shall be recorded by machine at the time of each service call.
  - G. An annual satisfaction survey of customers may be done by the University using results provided by the Contractor.

**Other:**

- Performing duties in accordance with the terms and conditions of RFP Appendix D, Master Agreement.

It is anticipated that the resulting agreement for vending services will provide additional revenue to support the Institution. The awarded Contractor(s) will be the exclusive provider(s) for the University for beverage and/or snack vending machine sales. 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.

**Specifications Preferred:**

**1.1.9. Sustainability Policy:**

- A. The University is committed to sustainable practices and will seek to procure sustainable products whenever possible. The Respondent must provide an overview of its organization’s environmental and/or sustainability policies, and specifically identify information relating to:
  - 1. Recycling Programs
  - 2. Reuse of Products
  - 3. Promotion of local or organic options
  - 4. “Green” Products
  - 5. Waste Minimization
  - 6. Waste Disposal
  - 7. The Respondent’s compliance with all environmental legislation and policies relating to the products and services offered.
  - 8. Respondent’s efforts to perform the negotiated services in a manner that reduces environmental impact whenever possible, while minimizing conflicting objectives such as low cost.
  - 9. Consolidated Machines

10. HFC free compressor technology that eliminates harmful hydrofluorocarbons.
11. LED lighting: Consumes up to 40% less energy than standard fluorescents.
12. Accessibility: lighted keypads with braille

## General Information

### 1.1.5 Contract Administration and Conditions

- 1.1.5.1 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 E**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E, 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

- 1.1.5.2 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.

1.1.5.3 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; except that no existing qualified blind or visually impaired individual presently providing or able to provide vending services on UMS campuses will be displaced. 26 MRS §1418 – F-G
- 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.

### 1.1.6 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](http://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.

#### 1.1.7 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.

#### 1.1.8 Costs of Preparation

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

#### 1.1.9 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.

#### 1.1.10 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.

### 1.1.11 Pricing

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

### 1.1.12 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.

### 1.1.13 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.

**CRIMINAL BACKGROUND CHECKS** are mandatory for all non-university personnel performing work on the University Campus. Contractor and its consultants and subcontractors are required to take all reasonable steps as directed by the University to assure that their employees do not represent a threat to the campus community. Failure to comply with this requirement may result in immediate termination of any award or contract. The Contractor shall provide to the University a list of the names of all Contractor employees, agents and subcontractors who will have unaccompanied access to the Facilities. In addition, the Contractor will provide documentation that its employees, agents and subcontractors have each passed a criminal background check within the five (5) years prior to any such employee, agent or subcontractor having access to the Facilities.

All vending personnel must wear and prominently display valid company identification while on campus.

**COVID-19:** All personnel must wear a face covering and/or maintain proper PPE as directed by the University and mandated by campus policies and CDC guidelines. Failure to comply with University COVID-19 prevention measures will result in denied entry to the campus and its facilities.

### 1.1.14 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.

### 1.1.15 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary in the sole determination of the University to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.3.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

## 1.2 General Submission Provisions

### 1.2.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	August 19, 2022
Section 1.2.2	Response to Written Inquiries/Questions	August 26, 2022
Section 1.2.2	Deadline for Proposal Submission	September 12, 2022 11:59pm EST
Section 1.3.8	Estimated Respondent Presentation(zoom) Date <b>(subject to change)</b>	TBD
Section 2.2	Award Announcement <b>(subject to change)</b>	TBD
	Estimated Agreement Start Date <b>(subject to change)</b>	October 1, 2022

### 1.2.2 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.

### 1.2.3 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.

#### 1.2.4 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.

#### 1.2.5 Response Validity

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

#### 1.2.6 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.

#### 1.2.7 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).

#### 1.2.8 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).



## EVALUATION AND AWARD PROCESS

### 1.3 Evaluation Criteria

#### 1.3.1 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	Cost Evaluation	50
Appendix D & E	Contract for Services	10
Appendix F & G	Organization, Qualifications, Experience and References	20
Appendix H	General, Implementation, Training, Support and Reporting	20
<b>Total Points</b>		<b>100</b>

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:

(Highest submitted commission 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.

#### 1.3.1.1 Contract for Services (Appendix D & E)

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 receive point reductions based on the University's risk assessment.

- c. Revisions to the Agreement provisions other than those specified in Section 1.2.1.2 will be evaluated at the University’s discretion based on the University’s risk assessment.

1.3.1.2 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.

1.3.1.3 General, Implementation, Training, Support and Reporting

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

**1.3.2** The University shall provide 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.”*

**1.4 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, 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.

**1.5 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.

## 1.6 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Procurement Services Senior Director 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](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 Respondents, then the appeal procedures mentioned above are available upon the original determination of that Respondent list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## 2.0 RESPONSE FORMAT REQUIREMENTS

### 2.1 General Format Instructions

#### 2.1.1 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.

#### 2.1.2 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.

#### 2.1.3 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.

#### 2.1.4 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.

### 2.2 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.

**2.2.1 Section 1 - Response Cover Page**

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

**2.2.2 Section 2 – Pricing**

- 2.2.2.1 Label this response - Section 2 – Pricing
- 2.2.2.2 Insert Appendix C – Required Pricing Exhibits

**2.2.3 Section 3 - Master Agreement**

- 2.2.3.1 Label this response - Section 3 – Master Agreement
- 2.2.3.2 Insert Appendix D – Master Agreement
- 2.2.3.3 Insert Appendix E – Evaluation Question(s) – Master Agreement

**2.2.4 Section 4 - Response to Narrative Questions**

- 2.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 2.2.4.2 Insert Appendix F – Organization Reference Form
- 2.2.4.3 Insert Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience
- 2.2.4.4 Insert Appendix H – Evaluation Question(s) – General: Program Specifications
- 2.2.4.5 Insert Appendix H – Evaluation Question(s) – Implementation
- 2.2.4.6 Insert Appendix H – Evaluation Question(s) – Training
- 2.2.4.7 Insert Appendix H – Evaluation Question(s) – Support

## Appendix A – University of Maine System Response Cover Page

### RFP # 2023-011 Beverage Vending Services

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 # 2023-011  
Beverage Vending Services

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 Pricing & Support Evaluation Exhibits

University of Maine System  
PRICING, COMMISSIONS & SUPPORT FUNDS EVALUATION

RFP # 2023-011  
Beverage Vending Services

### GENERAL INSTRUCTIONS:

1. The Respondent must submit a product pricing and commissions response that covers the entire period of the Agreement, including any optional renewal periods.
2. Prices must include all equipment, drivers, services, insurance, fuel, and all fees, costs or other expenses that are necessary to fulfill the contract requirements. The University will not incur additional costs above the Respondent's stated submission price.
3. Failure to provide the requested information and to follow the required pricing and support fund 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. Pricing will be guaranteed by the Respondent for the term of the Agreement.
6. 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.
7. 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.
8. **Compensation: Commission shall be paid directly to the State of Maine on behalf of the Department of Labor, Division for the Blind and Visually Impaired Business Enterprise Program**
  - The Respondent shall specify the percentage of commission the State will receive for merchandise dispensed by the Respondent's vending machines.
  - The Commission structure must be clearly stated as a specific percentage for commission applied solely to total gross sales.
  - NOTE: commission structure must be clearly stated and based on total gross sales. Any offerings that are incomplete or unclear will be deemed nonresponsive and removed from consideration.
  - Commission payments are due on or before the 15th of the following month.
9. **Price Increase/Decrease:**
  - The University will review requests for price increases from Contractor yearly on contract anniversary.

- Any agreement to increase the cost to the University must be in writing and approved by University Sourcing.
- No fuel surcharges will be accepted.
- Separate charges for any necessary training will not be permitted. Training costs should be free of charge to the University.

All figures below are taken from FY19.

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: 17,550, Hilltop: 15,350, York: 12,350, Wells: 13,250)	56
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 2021-2022 - <a href="https://studentrecords.umaine.edu/wp-content/uploads/sites/160/2021/10/2021-2022-v2-Academic-Calendar.pdf">https://studentrecords.umaine.edu/wp-content/uploads/sites/160/2021/10/2021-2022-v2-Academic-Calendar.pdf</a> and <a href="https://calendar.umaine.edu/events/category/academic-calendar/">https://calendar.umaine.edu/events/category/academic-calendar/</a>						
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
Dining locations include: Randall Hall						
Academic Calendar - <a href="https://www.uma.edu/academics/calendar/">https://www.uma.edu/academics/calendar/</a>						
UMA Bangor Campus						9
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	28
Dining locations include South Dining Hall and Beaver Lodge						
Academic Calendar - <a href="https://www.umf.maine.edu/academics/academic-calendar/">https://www.umf.maine.edu/academics/academic-calendar/</a>						
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
Dining locations include Bengals Lair and Nowland Hall						
Academic Calendar - <a href="https://www.umfk.edu/academics/calendar/">https://www.umfk.edu/academics/calendar/</a>						
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
Dining locations include: Kilburn Dining Hall						
Academic Calendar - <a href="https://machias.edu/academics/academic-calendar/">https://machias.edu/academics/academic-calendar/</a>						
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
Dining locations include Kelley Commons and Owl's Nest						
Academic Calendar - <a href="https://www.umpi.edu/academics/calendar/">https://www.umpi.edu/academics/calendar/</a>						

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 Woodburry 4,100 Starbucks: 254 Luther Bonney 2,667 Law School: 542 LAC Café: 333	Gorham: 28 Lewiston: 5 Portland: 24
Dining locations include Brooks, Husky, Ice Arena, Bailey Hall, Woodbury Commons, Glickman Library, Luther Bonney, Law School Café and Lewiston-Auburn						
Academic Calendar - <a href="https://usm.maine.edu/registration-services/academiccalendar">https://usm.maine.edu/registration-services/academiccalendar</a>						

**INSTRUCTIONS FOR – Exhibit 1 (Table 1) – Beverage Vending Pricing**

Respondent will provide a response for the pricing provided for the products listed in Exhibit 1 (Table 1).

**Exhibit 1 (Table 1)**

**Beverage Vending Product & Supply Pricing:** Respondents sell products through vending equipment at the pricing provided below, provide the per unit pricing extended to the vending end user customers on campus and set commission rate on those sales which will be provided to the University.

With regard to pricing and utilizing the campus one-card for payment the Respondent will need to include a 3.75% administrative fee to one-card transactions which will be provided back to the campus where the transaction occurred.

<i>Product</i>	<i>Initial Vend Price</i>	<i>Commission Rate*</i>
20oz Corp CSD		
20oz Aquafina		
20oz Gatorade		
15.2oz Ocean Spray		
18.5oz Lipton Pure Leaf		
20oz Aquafina Splash		
16oz Rockstar		
20oz Bubly		
15oz Starbucks DS Energy		
20oz SoBe Life Water		
<i>*Commission Rates and Vend Prices for new Product will be mutually agreed upon by Contractor and University</i>		

**INSTRUCTIONS FOR – Exhibit 1 (Table 2) – Snack Vending Pricing**

Respondent will provide price and commission listings in Exhibit 1 (Table 2) for the snack products that would likely be provided.

**Exhibit 1 (Table 2)**

**Snack Vending Product & Supply Pricing:** Respondents sell products through vending equipment at the pricing provided below, provide the per unit pricing extended to the vending end user customers on campus and set commission rate on those sales which will be provided to the University.

With regard to pricing and utilizing the campus one-card for payment the Respondent will need to include a 3.75% administrative fee to one-card transactions which will be provided back to the campus where the transaction occurred.

<i>Snack Product</i>	<i>Initial Vend Price</i>	<i>Commission Rate*</i>
<i>*Commission Rates and Vend Prices for new Product will be mutually agreed upon by Contractor and University</i>		

## Appendix D – Master Agreement

### UNIVERSITY OF MAINE SYSTEM MASTER AGREEMENT

This Master Agreement (“Agreement” or “Master 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** – Services Engagement Form

**Rider E** – Implementation Plan and Timeline

**Rider F** – Contractor’s Service Level Agreement to Support the University

**Contract Amendments** as required

**Request for Proposal #2023-011** Issue Date **August 12, 2022** Titled **Vending Services**

**Contractor’s Bid in Response to Request for Proposal #2023-011** Proposal Submission Date  
September 12, 2022

**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;

**WHEREAS**, Contractor understands the beverage vending product sold and Equipment used to display and cool the vending beverages, must adhere to the exclusive and merchandising rights set by the Sponsorship Agreement effective January 15, 2020 between the University of Maine System and Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 19 Penobscot Meadow Drive Hampden ME 04444 (“**Pepsi**”) and any Agreement Amendments resulting therefrom. Requirements are detailed in this Agreement.

**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.

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 D**. 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 **October 1, 2022** and shall terminate on **September 30, 2027**, unless terminated earlier as provided in this Contract with option for **five (5) optional one (1) 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 under this Agreement.

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 D**.

4. **Termination:** The **Agreement or a Campus Engagement Addendums (Rider E)** 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 effected by delivery to the Contractor 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 Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
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.
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)  
Invoice Submission Email: [UMAP@maine.edu](mailto:UMAP@maine.edu)  
Invoice Inquires: [UMSCentralAP@maine.edu](mailto:UMSCentralAP@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. **Terms and conditions of this Agreement**
  - B. **Rider A** - Specifications of Work to be Performed
  - C. **Rider A-1** – Pricing
  - D. **Rider B** – Insurance Requirements
  - E. **Rider C** – University of Maine System Standards for Safeguarding Information
  - F. **Rider D** – Services Engagement Form
  - G. **Rider E** – Implementation Plan and Timeline
  - H. **Rider F** – Contractor’s Service Level Agreement to Support the University
  - I. **Contract Amendments** as required
  - J. **Request for Proposal #2023-011** Issue Date **August 12, 2022** Titled **Vending Services**
  - K. **Contractor’s Bid in Response to Request for Proposal #2023-011** Proposal Submission Date September 12, 2022

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. Except that no existing qualified blind or visually impaired individual presently providing or able to provide vending services on UMS and Community College campuses will be displaced. 26 MRS §1418 – F-G

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 Respondent shall be responsible for the implementation and enforcements of these restrictions.

**Signatures**

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY: \_\_\_\_\_

(signature)

Name: \_\_\_\_\_

(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

FOR THE CONTRACTOR:

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_

(signature)

Name: \_\_\_\_\_

(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

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: \_\_\_\_\_

Title: \_\_\_\_\_

Chief Procurement Officer or designee

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Chief Financial/Business Officer or designee

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 and a system wide agreement. The University of Maine System sought proposals from qualified suppliers desiring to obtain written proposals from companies who wish to support beverage and snack vending services for the University campus facilities for the contract period for five (5) years with three (5) optional five (1) year renewals.

Contractor shall 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:**

**Beverage Vending:**

Beverage vending will adhere to all related requirements of the Sponsorship Agreement effective January 15, 2020 between the University of Maine System and Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 19 Penobscot Meadow Drive Hampden ME 04444 ("**Pepsi**"). The Sponsorship Agreement sets exclusive beverage and exclusive merchandising rights, which will require the Contractor to purchase Products exclusively and directly from Pepsi. Merchandising Rights will require the Contractor to follow Pepsi and the University's directive on what products are supplied in the vending machines. Requirements are detailed in RFP Appendix D.

Beverage selections should be limited to bottled beverages of Pepsi soda products, water, juices, teas and sports drinks. No dispensed products should be provided through this service.

**Snack Vending:**

Snack vending will include the implementation of vending services for snack items. Snack items should be non-perishable, shelf stable goods including but not limited to chips, crackers, cookies, bars, etc.

The vending product and services required:

**Vending Machines Equipment**

- A. Place vending Equipment at the Facilities at locations as approved by University. The Contractor shall not interfere with any vending facilities and machines maintained by Sodexo.
  - Contractors must hold title to all machines and other auxiliary equipment installed.
  - All vending machines must be Energy Star equivalent and equipped with an energy miser.
- B. Machines must be new or refurbished models in excellent condition and able to provide all service requirements listed in this document.
- C. Vending machines shall have debit/credit card swipe feature in addition to change making equipment for cash transactions.

- Card Readers will interface with the University's point-of-sale (POS) system – Blackboard Transact.
  - All Contractor equipment shall have the capability of returning change in amounts of 5, 10, or 25 cents as required, and have adequate change inventory for required returns.
  - All vending machines shall be equipped with card readers.
  - All "One Card" (Husky, Black Bear Bucks, etc.) purchases will be added into overall vending sales and calculated for commission purposes.
  - All costs associated with the card readers will be the responsibility of the Contractor.
  - The changer model, capacity, and arrangements for security shall be determined by the University following consultation with the Contractor.
  - The Contractor shall provide and service the changers with amounts of change at frequent intervals to assure change is continually available.
- D. Machines will be required to have dollar bill acceptors.
- E. Contractors shall collect cash from the vending machines in the Facilities during the Term.
- F. Contractors must describe the machines being used, including whether they are new or refurbished and their energy consumption and energy efficiency features.
- G. Contractor shall provide photos of proposed vending machines and how many of each will be utilized.
- H. Contractors will be responsible for the delivery, installation and positioning of all machines at Contractor's sole cost and expense.
- I. The University will provide the electrical outlets at the machine locations.
- J. All machines shall be maintained by Contractor throughout the contract period in a condition satisfactory to the University. The interior of each machine as well as on top of, behind and around base of each machine shall be maintained in a clean and orderly manner by Contractor.
- K. The Contractor shall complete any repairs within 24 hours of notification by the University of a need for repair and any machine that cannot be repaired must be replaced within 4 days with an operable machine.
- L. The University reserves the right to alter the machine locations. The Contractor shall be responsible for the relocation or removal of machines as needed at Contractor's sole cost and expense.
- M. The Contractor shall be responsible for repair of any and all damages caused by placement and/or movement of machines.
- N. The University reserves the right to increase/decrease the number of machines as deemed necessary.
- O. Upon University request, the Contractor will turn off or change products for specific situations (i.e. summer youth camps, social concerns such as plastic water bottles, energy use, light/noise pollution). Contractor will be notified of UMS schedules that will impact product changes, availability, etc.
- P. The University will not be responsible for loss or damage to the machines or their contents resulting from any cause while on University premises whether such damage should be caused by any agent or employee of the University or by any other person. UMS student code of conduct/behavior.

**Product Mix**

- A. Contractors are to provide product lists of vending offerings being proposed, including brand names, product size, and vending price, as applicable.
- B. Contractor shall be responsible for stocking the vending Equipment with Product purchased directly from Pepsi for beverages.
- C. Pepsi merchandising and product rights will require the Contractor to follow Pepsi and the University's directive on what products are supplied in the vending machines.

- D. In addition to traditional vending offerings, the University is interested in providing healthy alternatives in a product mix including 1/3 of products meeting a definition of “healthy alternative.”
  - Contractors are to provide information on healthy options that they offer, including brand names, product size and vending price.
  - Provide the criteria used in defining your healthy alternatives, for example: Snacks meeting the FDA criteria of “low sodium”
  - Locally grown and sourced products should be available and encouraged whenever possible
- E. Product Nutritional Information: Contractors are to state whether or not the information is available and how the information is presented (example: via website, on the machines, QR code etc.).
- F. All vended products must be stamped with a final sale/expiration date, and removed from machines prior to that date.
- G. Price Adjustments:
  - Price adjustments will be considered annually on contract anniversary date.
  - Consideration for price increases must be supported by appropriate manufacturer’s documentation. The University must approve any price adjustment.

**Customer Service and Maintenance**

- H. Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem resolution. The description should include, but is not limited to:
  - 1. Customer service key personnel and organizational structure
    - Contract Manager
    - Sales Representative & Sales Manager
    - Customer Service Representative
    - Technical Representative
  - 2. Contact process (phone, email, fax, etc.)
  - 3. Internal procedures to track customer service contact and resolution.
  - 4. All machines shall be labeled or have sign(s) prominently displayed that contain concise instructions as to the procedure for obtaining refunds.
  - 5. Describe back ordered or out-of-stock product process, including alternate products.
  - 6. Stocking policy to address, at the minimum, the following:
    - Product Replenishment Schedule – normal schedule and special events such as commencement, etc.
    - University notification of any food or product recalls.
    - Machine inventory should be maintained at a reasonably full level at all times.

**Reporting**

- A. Contractor shall provide reports to the University monthly. At a minimum Contractor must provide:
  - Monthly sales: By machine; building; currency type and product type/brand
  - Replenishment schedules; Identify high traffic areas;
- B. The University shall have the right to inspect sales records of the Contractor with respect to sales made and may have said records audited by an auditor at the University’s own expense.
- C. The Contractor’s inventory control of reported inventory sales for route employees, after reconciliation to cash collections, shall be used as the basis to compute commissions payable to the State of Maine’s Business Enterprise program should be bagged and counted by machine, reconciled to reported inventory sales, and not co-mingled with change funds.

- D. Vending equipment should be equipped by the Contractor with non-reset item sale counters, which are maintained in continual operative conditions; each period statement should include beginning and ending counter readings for this equipment.
- E. Cash collections reports, reported sales, and non-reset item sales counters shall be audited on a regular schedule, as determined by the University, to verify the Contractor's inventory control and reported commissions or equivalent.
- F. Product inventory and sales shall be recorded by machine at the time of each service call.
- G. An annual satisfaction survey of customers may be done by the University using results provided by the Contractor.

**Other:**

- Performing duties in accordance with the terms and conditions of RFP Appendix D, Master Agreement.

**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, services or deliverables include any Information or Communication Technology (ICT) containing a human-interface, such as an end-user software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, etc., the Contractor hereby warrants that the products and/or services to be provided under this agreement comply with the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet



Applications Suite (WAI-ARIA) 2.1 for web content

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 Contractor further agrees to indemnify and hold harmless the University of Maine System 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 Contractor's products or services covered by this agreement to ensure compliance with the above standards.

Complaints, or testing, that results in findings of non-compliance, that are not corrected within 30 days of being reported to the Contractor in writing, shall constitute a breach of this agreement and shall be grounds for termination of this agreement and a pro-rated refund of fees paid by the University.

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. **Implementation Plan and Timeline:** The Contractor is expected to develop, manage and report the status of the progress on the implementation plan and timeline as outlined in ***Rider E – Implementation Plan and Timeline***, of this Agreement.
8. **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 F – Contractor's Service Level Agreement to Support the University***, of this Agreement.
9. **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)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
4	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
5	Cyber Liability Insurance (If PII or PHI is stored on systems managed by the provider, the coverage is mandatory.)	\$1,000,000 per occurrence or more
6	Marine General Liability (Any maritime or marine services)	\$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**

1. Scope: This Rider addresses the Contractor's responsibility for safeguarding Protected University Data. For the purposes of this Rider, Protected University Data is defined as any data or information owned by Institution that the Contractor creates, obtains, accesses (via records, systems, or otherwise), receives (from Institution or on behalf of the Institution), or uses in the course of its performance of the contract which include, but not be limited to: social security numbers; drivers' license numbers; credit card numbers; and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA).
2. Term and Termination: This Rider shall take effect upon execution and shall be in effect commensurate with the term of the Agreement to which it is attached.
3. Subcontractors and Agents: Contractor shall not provide any Protected University Data to subcontractors, agents, or other third parties without prior written authorization from the University. If Contractor provides any Protected University Data 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 and Rider.
4. Property of University: Unless otherwise stated in the Agreement, all Protected University Data is the property of the University and shall be turned over to the University upon request.
5. Return or Destruction of Protected University Data:
  - A. Within 30 days of termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Protected University Data and shall return all such information received from the University, or created or received by Contractor on behalf of the University, unless the University requests that all such data be destroyed beyond all ability to recover. 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.
  - 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.
6. Survival: While any Protected University Data is in the possession or control of the Contractor, its subcontractors or agents, the respective rights and obligations of Contractor pursuant to this Rider shall survive termination of the Agreement.
7. Reasonable and Appropriate Controls: The Contractor agrees to implement reasonable and appropriate privacy and security measures to preserve the confidentiality, integrity and availability of

all electronically maintained or transmitted Protected University Data furnished by the University, or collected by the Contractor on behalf of the University

- A. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
  - B. 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.
  - C. 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 requirements.
  - D. If information pertaining to protected financial customer information is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
  - E. If information pertaining to persons located in the European Economic Area (EEA) is accessed, transferred, stored, or processed by Contractor; Contractor shall protect, collect, store, transfer, and process such data in accordance with the obligations of a data processor, or in accordance with the obligations of a data controller if specified within the underlying agreement as a data controller, as set forth in the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679) and shall provide reasonable assistance at the request of the University for fulfillment of requests made pursuant to the rights afforded to data subjects in GDPR Chapter III.
8. 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. For the avoidance of doubt, transfers of Protected University Data to another country without the prior written authorization of the University constitute unauthorized use of information in breach of this Section 8.
9. Contractor Employee Data Access Control: 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 Protected University Data immediately upon termination or re-assignment of an employee by the Contractor.
10. Data Breach: Contractor shall report to the University any use or disclosure of Protected University Data 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 take appropriate steps to remedy such data breach and mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected University Data by Contractor in violation of the requirements of this agreement. 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 Protected University Data. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected University Data 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 terminate the Agreement immediately.

11. Mobile Devices: If mobile devices are used by the Contractor in the performance of this Agreement to access Protected University Data, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
12. Contractor Hosted Data: If Contractor hosts Protected University Data in or on Contractor or subcontractor facilities, the following additional clauses apply.
  - A. Computers that host Protected University Data 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 regular scheduled incremental and full back-ups with sufficient retention of backup files to restore data. 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. Contractor shall require strong passwords for any user accessing Protected University Data. 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.
  - G. The installation or modification of software on systems containing Protected University Data shall be subject to formal change management procedures and segregation of duties requirements.
  - H. Contractor who hosts Protected University Data 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.
13. Records and Compliance: Contractor shall maintain records and other compilations of data pertaining to the use, access, collection, storage, and transfer of Protected University Data and make such available to the University or regulatory authorities (including, without limitation, the Secretary of the U.S. Department of Health and Human Services and public authorities in the EEA) upon request as reasonably necessary to demonstrate compliance with applicable laws, regulations, and lawful orders.
14. System Development: If the Contractor provides system development, Protected University Data 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 Protected 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**  
**SERVICES ENGAGEMENT FORM**  
**Services Engagement to Agreement for Services**

This Services Engagement is entered into as of the date written below between \_\_\_\_\_ (“Contractor”) and \_\_\_\_\_ (“Institution”).

This Services Engagement 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.

This Services Engagement describes the Services to be provided by \_\_\_\_\_ (“Contractor”) and the fees associated with such Services.

**INSTITUTION REPRESENTATIVE & PROJECT MANAGER:**

**CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:**

**SCOPE OF WORK:**

**TERM:**

The term of this Work Order will be from \_\_\_\_\_ to \_\_\_\_\_.

Installation of the \_\_\_\_\_ shall be Substantially Complete on or before \_\_\_\_\_ subject to adjustments mutually agreed to by the parties.

**PRICE:**

**SIGNATURES:**

**Institution**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contractor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Chief Information Officer approval is required of any University of Maine System information technology service engagements.**

BY: \_\_\_\_\_  
Title: \_\_\_\_\_  
Chief Information Officer or designee

Date: \_\_\_\_\_



**RIDER E  
IMPLEMENTATION PLAN AND TIMELINE**

**<<INSTRUCTIONS – Bidders will insert their implementation plan and timeline here as part of their submission. >>**

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

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

## 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 RFP Section 1.2, with more detail in RFP Appendix A. Please indicate your acceptance for each special term by “X” in the Agree or Disagree column.

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 RFP Section 2.1.1.

#	Language Reference (RFP Appendix A)	Agreement Language / Requirement	Agree	Disagree
<b>Section 2 Requirement:</b> Modify the term and renewals set in the RFP Appendix A or exercise any renewal option without “parties’ mutual written agreement”.				
	Term	This Agreement shall commence on October 1, 2022 and shall terminate on September 30, 2027, unless terminated earlier as provided in this Contract with option for five (5) additional one (1) year renewals upon the parties’ mutual written agreement.		
Respondent Exception:				

#	Language Reference (RFP Appendix A)	Agreement Language / Requirement	Agree	Disagree
<b>Section 4 Requirement:</b> Agree to termination language other than what is provided here in Section 4.				
	Termination	The <b>Agreement or a Services Engagement (Rider D)</b> 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.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
<b>Section 5 Requirement:</b> Agree to termination language that does not provide clarifications concerning parties’ obligation upon termination.				

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 Agreement or for all services performed to the effective date of termination subject to offset of sums owed by the Agreement or to the University.
Respondent Exception:	

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
<b>Section 6 Requirement:</b> Agree to termination language that excludes option for termination for reasons of non-appropriation.				
	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.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
<b>Section 8 Requirement:</b>				
	Modification	This Agreement may be modified or amended only in a writing signed by both parties.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
<b>Section 10 Requirement:</b>				
	Applicable Law	This Agreement shall be governed and interpreted according to the laws of the State of Maine		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
<b>Section 13 Requirement:</b> Waive any statutory or constitutional immunity, this includes Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.).				

<b>Section 13 Requirement:</b> Pay attorneys' fees, costs, expenses or liquidated damages		
Applicable Law	This Agreement shall be governed and interpreted according to the laws of the State of Maine	
Respondent Exception:		

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	<b>Section 17 Requirement:</b> Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement.			
	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 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 Agreement. Contractor may not unilaterally change any term or condition of this Agreement.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	<b>Section 21 Requirement:</b> Promise confidentiality in a manner contrary to Maine's Freedom of Access Act.			
	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.		
Respondent Exception:				

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	<b>Section 13 Requirement:</b> Waive any statutory or constitutional immunity, this includes Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.).			

Respondent Exception:

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
	<b>Requirement:</b> Decrease insurance type coverage limits. (Agreement Rider B).			
Respondent Exception:				



## 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. Please indicate if your company either self identifies or holds certification as a LGBTQ+ BE, MBE, SDVBE, SBE, veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged business, women-owned, minority-owned, WBE, VBE etc. If appropriate, please indicate if you hold a certification. If certified, prior to an award the University may request a copy of the certification from your company.
3. 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.
4. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
5. 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.
6. 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.

### Evaluation Question(s) - Beverage Vending

7. Confirm your understanding and ability to adhere to the requirements of Section 1.1.4.

### Evaluation Question(s) - Vending Machine Equipment

8. Please indicate your ability to meet the requirements in Section 1.1.5, responding to all sections A. through R. Please provide the requested materials and/or information.

### Evaluation Question(s) - Product Mix

9. Please indicate your ability to meet the product requirements listed in Section 1.1.6, responding to all sections A. through G. Please provide all product listings and information requested therein.
10. 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, Support and Reporting

**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: Program Specifics

1. Beverage and/or Snack Vending Program Plan: Provide a detailed Beverage Vending/Snack Vending Program Plan. Identify specific sales and revenue objectives for each product. Describe programs and resources which support achieving the identified objectives.
2. 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.
3. 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 proposals for the following:
  - Recycling Programs
  - Reuse of Products
  - Promotion of local or organic options
  - "Green" Products
  - Waste Minimization
  - Conservation efforts
  - Waste Disposal
  - The Respondent's compliance with all environmental legislation and policies relating to the products and services offered.
  - Respondent's efforts to perform the negotiated services in a manner that reduces environmental impact whenever possible, while minimizing conflicting objectives such as low cost.
  - Consolidated Machines

- HFC free compressor technology that eliminates harmful hydrofluorocarbons.
- Accessibility: lighted keypads with braille
- Submit additional information, if available.

4. **Subcontracting:** Provide your process for incorporating small and/or minority owned businesses and any experience you may have working with Business Enterprise Program through the Division for the Blind and Visually Impaired at that State of Maine.

#### Evaluation Question(s) - Reporting

4. Please demonstrate your ability to fulfill the reporting requirements listed in Section 1.1.8 responding to sections A. through G.
5. Demonstrated ability to provide beverage vending machines services: Provide description of the Respondent's experience in the operation of beverage vending machine services and the manner in which Respondent would operate beverages vending machines serving the University campus community.
6. 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
7. Compatibility with "One Card" Solution and credit card readers. Provide description of technology capabilities and plan to implement payment with "One Card" and credit/debit cards.

#### Evaluation Question(s) – Implementation Questions

8. Describe your recommended implementation strategy, and professional services. The University of Maine System requires the review of Respondent's credentials/experience and reserves the right to request replacement if he/she fails to meet expectations at any time.
9. Describe the steps you will take to understand the University's requirements and functional needs to ensure that during the implementation process the product will be applied for optimal performance and satisfaction.
10. 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. Assume contract start date July 15, 2022.

#### Evaluation Question(s) – Training Questions

11. Describe the standard training included as part of implementation if applicable.
12. Describe ongoing training options available for functional and technical users.

#### Evaluation Question(s) – Support Questions

13. Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem resolution. The description should include, but is not limited to:
  - Customer service key personnel and organizational structure
  - Contract Manager

- Sales Representative & Sales Manager
  - Customer Service Representative
  - Technical Representative
  - Contact process (phone, email, fax, etc.)
  - Internal procedures to track customer service contact and resolution.
  - Describe back ordered or out-of-stock product process, including alternate products.
  - Stocking policy to address, at the minimum, the following:
  - Product Replenishment Schedule – normal schedule and special events such as commencement, etc.
  - University notification of any food or product recalls.
  - Machine inventory should be maintained at a reasonably full level at all times.
14. Please submit to the University your proposal for the handling of refunds. How will they be refunded (i.e. cash or electronic)?
15. Supply your firm’s mission statement or policy regarding customer satisfaction and support.
16. What is the process for an emergency, e.g. equipment down, from notification through resolution?
17. What services or events do you offer clients to maximize or leverage the features/functionality of the vending product(s), if any?
18. Describe how you manage on-going contact with your clients. Would the University 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?
19. Please provide a sample Service Level Agreement (SLA) related to your services.
20. 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.
21. How do you obtain and prioritize feedback for changes or enhancements to your solution? (i.e. user groups, customer service, company representatives, etc.)?
22. How is the University notified and alerted to problems and issues?