REQUEST FOR BID

UNIVERSITY CONTRACT FOR

EXCLUSIVE BEVERAGE RIGHTS
ON THE
UNIVERSITY OF MASSACHUSETTS AMHERST CAMPUS

RFB AA14-GD-4898

SUBMITTED BY THE PROCUREMENT DEPARTMENT, GOODELL BUILDING

FOR USE BY ALL DEPARTMENTS AT THE AMHERST CAMPUS
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I. Proposal Overview

The University of Massachusetts Amherst is seeking to develop business relationships that provide benefits to both the University and the supplier. For the purposes of this Request for Bid (RFB), the University is interested in establishing a mutually beneficial relationship with a beverage supplier which will maximize the availability of products, minimize the cost of products and increase commissions by offering the beverage supplier a long-term exclusive arrangement. In addition, the University has described a wide variety of opportunities in this document that it will provide as an all-inclusive package in return for financial compensation.

Bidders are reminded that this is a public bid and vendors are required to submit their best and final offer upfront. The University reserves the right to negotiate minor terms and conditions after review of the bid responses and prior to acceptance of any bid.

II. Invitation to Bid

For the purpose of this RFB, the term “University” shall mean the University of Massachusetts Amherst; the term “bidder” shall mean any firm or individual who submits a proposal to fulfill the conditions and terms of this RFB for the exclusive beverage on the University of Massachusetts Amherst campus; the term “successful bidder” shall mean the company awarded this bid; the term “contract” shall mean the RFB, the response to the RFB, and the unifying agreement resulting from the award of this RFB which unifies the RFB, the response to the RFB and all other documents.

The University of Massachusetts Amherst hereby requests proposals from qualified beverage companies who are interested in providing beverages as defined in this RFB under an exclusive contract and subject to guidelines set forth in subsequent sections of this RFB on our Amherst campus. As it is the University's intention to enter into a long term, mutually beneficial relationship, the University is seeking a five year contract with an option to extend for one additional five year term at the University’s sole discretion.

Proposals submitted by qualified bidders must respond in writing to all RFB instructions and, at a minimum, meet all of the requirements, specifications, terms, conditions and provisions hereinafter contained. As part of their proposal, however, bidders may submit supplemental provisions for consideration which are ancillary to the specifications contained herein.

The remainder of this page left intentionally blank
The Bidder shall deliver one (1) bound paper original and 9 electronic copies on flash drives of its bid to the following address by 2:00 p.m., April 3, 2014. The bid envelope should be clearly marked as shown below.

The bids shall be delivered to:

UNIVERSITY OF MASSACHUSETTS AMHERST
Procurement Department
407 Goodell Building
140 Hicks Way
Amherst, MA 01003
Attn: RFB AA14-GD-4898

Bid for the Exclusive Beverage Rights at the University of Massachusetts Amherst

It is the sole responsibility of the bidder to see that the bid response is received at the proper time at the place designated for delivery. Late bids, including bids delivered to the wrong location, will not be considered. The University of Massachusetts, the awarding authority, will receive sealed bids for the Exclusive Beverage Contract until April 3, 2014 at 2:00 p.m. at the address above, at which time the bids will be publicly opened and read. Any bid received after that time will not be opened, read or considered. All bids will become the property of the University after the bid deadline has expired. Vendors may retrieve their bids by written request prior to the bid opening date and time only.

Bidders will respond to the RFB in the order in which it is presented, numbering each section to correspond with the RFB. Submissions shall be bound and include a numbered table of contents.

III. Pre-Bid Meeting, Site Visit, Questions, and RFB Time Table

A pre-bid meeting for all parties intending to submit proposals will be held at the Berkshire Dining Commons Conference Room at 10:00 a.m. on March 10, 2014. Bidders should confirm their attendance by emailing Gary Duggan, Assistant Director of Procurement, at gsduggan@admin.umass.edu no later than Monday March 10 @ 9:00 am. Parking instructions will be provided upon receipt of confirmation.

The purpose of the meeting will be to discuss questions about the proposal and the facility with those bidding companies present and to provide additional clarification as necessary. A tour of the related facilities will be provided at that time if requested.

Questions concerning this RFB shall be submitted by email only to: Gary Duggan, Assistant Director of Procurement, at gsduggan@admin.umass.edu no later than 3:00 PM on March 13, 2014. The University will post its response to written questions on its web site at http://www.umass.edu/procurement/bidsopen.htm by 5:00 PM on March 20, 2014. Any such addenda so issued prior to the opening of bids shall become a part of the RFB and failure to include responses to the information contained in any addenda may, at the University’s sole discretion, disqualify the vendor.
No telephone inquiries will be accepted. Address all inquiries to:

Gary Duggan – Assistant Director of Procurement
UNIVERSITY OF MASSACHUSETTS AMHERST
Procurement Department, 407 Goodell Building
ATTN: RFB AA14-GD-4898
e-mail to: gsduggan@admin.umass.edu

RFB Timetable

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
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<tbody>
<tr>
<td>1. Request for Bids Issued</td>
<td>February 27, 2014</td>
</tr>
<tr>
<td>2. Pre-Bid Meeting</td>
<td>March 10, 10:00 AM</td>
</tr>
<tr>
<td>3. Deadline for written Bidder Questions</td>
<td>March 13, 2014, 3:00 PM</td>
</tr>
<tr>
<td>4. Deadline for Issuance of Addendum responding to</td>
<td>March 20, 2004, 5:00 PM</td>
</tr>
<tr>
<td>questions</td>
<td></td>
</tr>
<tr>
<td>5. Deadline for Receipt of Bids</td>
<td>April 3, 2004, 2:00 PM</td>
</tr>
<tr>
<td>6. Selection of successful bidder on or about</td>
<td>May 30, 2014</td>
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<td>(oral presentations may be required)</td>
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<tr>
<td>7. Contract Start Date on or about</td>
<td>July 31, 2014</td>
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</table>

Bid Evaluation And Invitation To Present
A Selection Committee representing the University will review the bid offers and select the bid(s) whose product, pricing, services, availability, and references have the most appeal to the University. Selected bidder(s) may be invited to a central designated location to make a formal presentation to the Selection Committee. The presentation shall be made by the selected bidder(s) to the Selection Committee between the dates of April 7 and May 23, 2014. The bidder's failure to make such a timely presentation may be grounds for rejection of the bid, at the option of the University.
IV. Bid Guarantee, Award, and Contract Execution

A. All bids shall be accompanied by a Bid Bond, Certified Check, Bank Draft, or Irrevocable Letter of Credit made payable to the University of Massachusetts in the amount of $25,000. These will be returned or canceled on behalf of all bidders upon successful award of the contract, except that it will be forfeited to the University as liquidated damages in case of failure of the successful bidder to execute the formal contract. Failure to provide required bid bond or equivalent form listed may result in rejection of vendor’s bid at the sole discretion of the University.

B. The successful bidder will be required to furnish a performance bond in a form approved by the University in the amount of $500,000 per year. These bonds must be submitted to the University prior to the implementation of the initial contract and each year the contract is effective, including any years covered by a renewal.

C. All bids must be valid for a period of at least (90) days from the bid opening date. Bids received with exceptions to this time frame can be rejected at the option of the University. After the bid opening date and prior to the execution of the contract with the successful bidder, all bidders agree that no proposal will be modified, withdrawn, or canceled by the bidder.

D. If a contract is awarded, it shall be awarded to the bidder who, in the opinion of the University, possesses the qualifications, ability, responsibility, and integrity necessary to faithfully fulfill the provisions of the contract. The University reserves the right to reject any or all bids and is not bound to accept the lowest cost or highest percentage commission if it is contrary to the best interest of the University. Intangible factors such as the bidder’s qualifications, employment practices, integrity, and quality of facilities and equipment will also be weighed in making the award.

E. The RFB, the response to the RFB, and the unifying document resulting from the award of this RFB which unifies the RFB, the response to the RFB and all other documents shall collectively be the “contract”. In the event of conflict, ambiguity, discrepancy, or inconsistency among the above mentioned documents, the documents and their terms and conditions shall supersede each other in the following order: first: any unifying agreement resulting from the award of this RFB, second: the RFB, and third: the response to the RFB.

F. The successful bidder shall, within thirty (30) days after the contract is presented for signature, execute and deliver to the University the signed contract, the Performance Bond, copies of required insurance coverage, and, if a Corporation, a notarized vote of the Corporation authorizing the signatory to sign the contract on behalf of the successful bidder. The contract shall not be binding upon the University until it has been completely executed and a copy of such fully executed contract and a “notice to proceed” is delivered to the successful bidder.
G. The successful bidder agrees to defend, indemnify and hold the University, its trustees, officers, and employees, and its successors and assigns harmless from and against all liability, litigation, judgments, loss, damage, or expense, including reasonable attorney's fees which the University, its trustees, officers, and employees, and its successors and assignees, and/or the Commonwealth of Massachusetts may incur or sustain.

V. General Information and Background

A leading center of public higher education in the Northeast, the University of Massachusetts Amherst (UMA), has a reputation of excellence in a growing number of fields for its wide and varied academic offerings, and for its expanding roles in education, research and public service.

The flagship campus of the Commonwealth’s university system, the University of Massachusetts Amherst is a research university with a faculty of 1,180 members; it enrolls over 26,000 students from all fifty states and over 100 countries. In addition to faculty, the University employs 5,100 staff. The campus is comprised of over 11 million gross square feet of space on 1,400 acres of land. The University is a center for a wide array of events that brings hundreds of thousands of participants to its various venues. The Amherst campus of the University of Massachusetts system is in the scenic Pioneer Valley of Western Massachusetts, 90 miles from Boston and 175 miles from New York City. The campus provides a rich cultural environment in a rural setting close to major urban centers.

Offering programs in the sciences, liberal arts and professional fields leading to Associate’s, Bachelor's, Master's and Doctorate degrees, it has eleven schools and colleges. UMass Amherst is classified as “Research Extensive/Very High Activity” by the Carnegie Foundation, one of two such public institutions in New England.

Recognized by University Prime Time as the #1 Best College Food and Princeton Review’s #3 Best Campus Food, Award Winning UMass Dining is a self-operated program that is committed to providing a variety of healthy world cuisines using the most sustainable ingredients. We incorporate recipes from accomplished chefs and nutritionists as well as principles from Culinary Institute of America and Harvard School of Public Health to our cycle menu. Since 1999, student participation in the university meal plan has doubled, from 8,300 to 16,500. Each day we serve nearly 45,000 meals, 5.5 million per year. It is the second largest, self-operated, program in the nation.

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VI. University Goals

Through this bid award the University hopes to address the following key goals:

The University wishes
- to provide additional student programming and support
- to support a variety of academic initiatives
- to enhance its athletic and performance activities and venues
- to insure competitive pricing and commissions
- to provide students with health conscious beverage options

VII. Criteria for Selection

All proposals will be reviewed and evaluated by a selection committee made up of individuals representing a broad cross section of the University community. The selection committee will make a recommendation to the Vice Chancellor for Administration and Finance of the Amherst campus. Evaluation and subsequent recommendation will be based upon the following criteria, listed in rank order:

1. the company's ability to provide a financial arrangement with the University which offers the best return for the exclusivity and opportunities being offered;
2. the company's competitiveness regarding cost of goods, commissions, and improvements;
3. the comprehensiveness and other strengths of the proposal, including the willingness to furnish equipment and other items at substantially reduced or no cost to the University or other one-time remunerations or contributions;
4. the company's management expertise as well as its overall track record and reputation in the beverage industry, especially in relationship to University accounts;
5. the customer orientation of the company, especially in regard to the quality of the services the company will provide;
6. the company's creativity and uniqueness in its product mix, services, and other products;
7. the quality of the references offered by the company.

The University will rate the bidders on an evaluation of their proposals, as submitted. The University reserves the right to award a contract not based solely on the bidder with the lowest cost, highest guaranteed payment to the University, or highest percentage payment to the University, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFB and is deemed by the University to be in its best interest. The University reserves the right not to award a contract at its sole discretion.
VIII. Business Relationship

Any contract resulting from this RFB will be administered by the Office of the Vice Chancellor for Administration and Finance. Since the RFB covers a variety of venues, products and marketing opportunities, the successful bidder will work closely with the University divisions responsible for various aspects of the RFB.

The University recognizes that the award of this RFB represents a long-term business relationship between the successful bidder and the University. As with any of its business commitments, the University expects to review the performance of the beverage contract on an annual basis to ensure that University’s goals and expectations are being met. This review will allow the University and the successful bidder to capitalize on their relationship for the benefit of both the University community and the successful bidder.

IX. Vending

A. Current Vending Service
The University currently has 165 beverage vending machines located across the campus and 11 vending machines located in the Campus Center/Student Union Complex. The vendor returns a commission based on a percentage of the gross sales less can deposit back to the University. The selling price is $1.75 cents/bottle for carbonated beverages, inclusive of a 5 cents/bottle deposit, $1.50 for water, and $1.75 for juices, isotonic beverages and teas. The vendor is responsible for supplying the vending machines based on University specifications in locations designated by the University, maintenance and installation of equipment, collection of money, stocking, and all related health and other compliance regulations.

The Sale history is as follows:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Carbonated Beverage</th>
<th>Water</th>
<th>Juice, Tea, Punch, Energy</th>
<th>Commissions Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 12</td>
<td>7,877 cases</td>
<td>2,514 cases</td>
<td>3,585 cases</td>
<td>$242,270.72</td>
</tr>
<tr>
<td>FY 13</td>
<td>6,703 cases</td>
<td>2,352 cases</td>
<td>3,355 cases</td>
<td>$186,316.46</td>
</tr>
</tbody>
</table>

B. Vending Specifications
The University seeks to establish a vending relationship that maximizes revenues and resultant commissions and meets customer needs. The University will have final approval on the number and placement of all vending machines when the successful bidder assumes responsibility for the vending operation at the expiration of the current contract. The successful bidder will be responsible for all applicable sales tax.
1. **Equipment**

   a. Vending machines shall be new, energy efficient, modular in appearance, and comparable in style, color, and model in order to provide standardization and uniformity of appearance. Vending machines shall also utilize vandal-proof mechanisms and have the capability of accepting dollar bills. Machines will be subject to the approval of the University. The successful bidder will be responsible for supplying vending machines with the current University logo. The successful bidder shall be required to periodically review and upgrade machines as new or more popular equipment becomes available. Volume or weight changes may not be made without written approval of the University.

   b. **UCARD REQUIREMENTS:** Vending machines must accommodate multi-drop bus UCard (currently Cbord iClass) vending readers. The coin mechanism should allow full cash audit of all coin, bill and UCard debit account transactions. The UCARD office will provide vendors with UCARD vending readers, UCARD network connectivity, reports, technical support and maintenance. Vendors will be responsible for paying a monthly reader rental fee (see section XVII C.2.a) for these services. The vendor will be responsible for installing, programming, and removing UCARD readers from their vending machines.

   i. The successful bidder will be assessed a reader rental fee on a monthly basis. This fee covers the cost to repair and replace UCARD vending readers. The current monthly rental fee is $14.00 per reader per month. This fee may be periodically reviewed and if needed, adjusted to cover increased repair and replacement costs. Any adjustments will be made on an annual basis, and will not exceed $20 per reader per month during the contract period.

   ii. The successful bidder will be assessed a sales transaction fee on a monthly basis. The current monthly transaction fee is 3% of gross sales. This fee may be periodically reviewed and if needed, adjusted to cover increased UCARD support costs. Any adjustments will be made on an annual basis, and will not exceed 4.5% of gross sales per month during the contract period.

   c. The successful bidder must comply with ADA (American Disabilities Act) Guidelines as interpreted by the University, including but not limited to, Braille markings for price, selection, and instructions for vending machine use.

   d. All machines must be equipped with a mechanical non-reset meter or an electronic totalizer device. If equipped with a mechanical meter, the University may, at any time while the contract is in force, require that the meters be replaced with an electronic totalizer device.

   e. The successful bidder shall be liable for any damage to the machines due to vandalism. Upon request to the University, which request shall not be unreasonably withheld,
vending machines subject to continued vandalism may be relocated. All machines must
contain a service number or means for reporting problems with machines.

2. Facilities
   a. The University shall provide the successful bidder with such heat, water, electricity, UCard
      connectivity, and ventilation devices as are necessary to operate the vending machines
      and devices provided. The successful bidder shall not permit its employees, agents, or
      servants to remove, alter, or make changes in any University equipment or premises
      without the express approval of the University.
   b. The successful bidder shall be liable for the complete renovation of all or any part of the
      premises which may be damaged or destroyed by the acts or omissions of the successful
      bidder or its employees, officers, guests, or invitees. The successful bidder shall return the
      premises, upon expiration or termination of any contract resulting from this RFB, to the
      University in the same condition that existed at the commencement of any contract
      resulting from this RFB less reasonable wear and tear.

3. Health and Safety
   The successful bidder:
   a. shall comply with all applicable Health and Sanitation laws, rules, and regulations of
      the Federal Government, the commonwealth of Massachusetts, \textit{(including, but not
      limited to, the State “Sanitary Code” Article X), the University of Massachusetts
      Amherst,} local municipalities, and the municipality which houses the successful
      bidder’s plant and facilities.
   b. will at all times keep in a clean, sanitary, neat and orderly condition the appearance of
      the vending areas, including its equipment, fixtures, and other personal property by:
      i. cleaning the outside of machines as they are serviced;
      ii. cleaning up any spillage and/or overflows caused by malfunctions and/or
          servicing;
      iii. removing from the premises all cartons, trash, or refuse of any nature
          whatsoever which may accumulate and arise from the servicing of its machines;
          in particular, all food and drink products of any nature which are removed from
          machines are not to be discarded in the waste receptacles located in the
          vending areas or other parts of the residence halls or buildings; and
      iv. performing routine cleaning procedures on the interior of vending machines
          and, during vacation periods, a major and detailed cleaning of all machines, both
          exterior and interior.
   c. will fully cooperate at all times with the University, its agents, and representatives in
      the testing of its vending machines or devices and/or its products for the purpose of
      determining adherence to proper health and sanitation standards.
d. authorizes all Health and Sanitation agencies, public and private, local and State, to make available to the University at its request any and all information regarding Health and Sanitation reports and inspections.

e. agrees that potentially hazardous food, as defined in Article X (Massachusetts State Sanitary Code), shall be removed from its machines after a period of 48 hours and shall be replaced with fresh, new products and, further, that said potentially hazardous food products shall be dated with a coding systems which shall be supplied to the University with any required explanation.

X. Pouring

A. Current Pouring Service

Current pouring locations are described below. Dining Services continually reviews services to its customers. This review may require reconfiguring space and/or adding/deleting dispensing equipment. The University expects that the successful bidder will work with Dining Services should the following requirements need modification.

The combined use rates for the various post mix syrup products (including isotonic, non-carbonated tea and lemonade) are identified in the chart below and include the Mullins Center usage. Some of the volume decrease is due to the increase of available products.

<table>
<thead>
<tr>
<th>Period</th>
<th>Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2011 to June 30, 2012</td>
<td>51,416</td>
</tr>
<tr>
<td>July 1, 2012 to June 30, 2013</td>
<td>44,015</td>
</tr>
</tbody>
</table>

B. Post Mix Syrup Equipment Requirements (Including isotonic, non-carbonated tea and lemonade)

1. All equipment must be new, state-of-the-art, and remain in that condition throughout the life of the contract.

2. Dispensing equipment, equipped with locks and/or shut off devices, a separate water supply shut off, and CO2, must be supplied, installed, and maintained by the successful bidder at no cost to the University.

3. The syrup tank must be a 5 gallon or equivalent container bag in the box or refrigerated concentrate (90 ounce capacity) and water mixed upon demand. Flavor type must be easily identified.

4. The CO2 tank must be 20 lb. capacity with capped valve for sanitary purposes and secured per OSHA standards.
5. Connections include standard 3/8" or better cold water line, 110 voltage, and
grounded 15 amp service (overload protected).

6. All beverage contact surfaces, including concentrate area, mixing valve, and
dispensing nozzles, must be capable of being easily and fully disassembled for routine
cleaning and sanitizing. This will be determined by the University's Environmental
Health and Safety Division through periodic microbiological inspection.

7. Dispenser requirements:

a. Dining Halls, Snack Bars, and Campus Center
   A minimum of 25 fountain type dispensers capable of dispensing 2 - 12 oz. drinks
   per minute at 40°F or below is required for the Dining Halls, Snack Bars, and
   Campus Center. 20 dispensers must be 6 or 8 head machines. Of the 6 or 8 head
   flavors, two must be for non-carbonated isotonic, iced teas or lemonades. Five
   dispensers must be a 4 head machine. All units in the Campus Center and the one
   unit in the Whitmore Snack Bar are to be ice cooled and have top mounted 150 lb.
   ice dispensers. The units in the Dining Halls must have the ability to dispense
   water and seltzer. Units should be equipped with not less than 1/3 HP
   compressor, be completely self-contained, and have a closed dispensing system.
   In addition, 2 -ten flavor bar guns are required for the University Club.

b. Food service areas are currently undergoing review and it is expected that the
   successful bidder and the University will work together to provide equipment that
   best maximizes sales and customer service.

c. The Mullins Center requires 15 units with 5 heads each. Units must be of the drop
   in variety and fit the current space available at the Mullins Center. The successful
   bidder can opt to renovate the space at its expense and with the University's
   approval. The Mullins Center units must be capable of dispensing 16, 20, and 32
   oz. drinks and require a minimum 85 lb. capacity ice holding bin for cooling. The
   Mullins Center also requires a speed filler to dispense beverages for hawking
   purposes.

d. The Athletic Department requires a minimum of 25 fountain type dispensers, 14
   with 1 head and 11 with 4 heads.
e. The total for all required dispensing equipment as described in a, c, and d above equals 67.

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<thead>
<tr>
<th></th>
<th>1-Head</th>
<th>4-Head</th>
<th>6-Head</th>
<th>8-Head</th>
<th>10-Flavor Bar Gun</th>
<th>5-Head Drop In</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>Dining Commons &amp; Cafes</strong></td>
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<td>Worcester Dining Common</td>
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<td>Berkshire Dining Common</td>
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<td>Southwest Café</td>
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<td>Whitmore Café</td>
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<td><strong>Campus Center</strong></td>
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<td><strong>Mullins Center Concessions</strong></td>
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<td><strong>Athletics</strong></td>
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<tr>
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<tr>
<td>Boyden</td>
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<tr>
<td>Cage</td>
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<tr>
<td><strong>University Club</strong></td>
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<td><strong>Totals</strong></td>
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<td>1</td>
<td>19</td>
<td>2</td>
<td>15</td>
<td>67</td>
</tr>
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</table>

C. Juice Requirements

1. Dispensing System:
   a. Juice dispensing systems will be of the post mix type: frozen concentrate (or alternate per agreement with the University) and water mixed upon demand. Flavor identification must be easy to see.

   b. Each concentrate holding tank is to be refrigerated and have minimum 100 ounce capacity (or alternate as product requires). Dilution control must be able to be preset and locked.
c. Connections include standard 3/8” or better water connection, 110 voltage, grounded 15 amp service (overload protected).

d. All beverage contact surfaces, including concentrate area, mixing valve, and dispensing nozzles, must be capable of being easily and fully disassembled for routine cleaning and sanitizing. This will be determined by the University’s Environmental Health and Safety Division through periodic microbiological inspection.

3. Juice dispenser requirements:

   a. All equipment must be new, state-of-the-art, and remain in that condition throughout the life of the contract.
   b. A minimum of 18 fountain type dispensers capable of dispensing 4 - 5 oz. drinks per minute at 40°F or below is required. Dispensers must be 2 or 3 head machines. All units are to be refrigerated and equipped with not less than 1/3 HP compressor, be completely self-contained, be a closed dispensing system, and have lock/shut offs.

   These locations require the following dispenser types:
   - Worcester Dining Hall -- 3 units with 4 heads each
   - Franklin Dining Hall -- 2 units with 4 heads each
   - Berkshire Dining Hall -- 2 units with 4 heads each
   - Bluewall -- 1 unit with 3 heads
   - Kosher -- 1 unit with 3 heads

   c. A positive volume displacement pump for each tap is required for accurate dispensing (or alternate per agreement with Dining Services Management).

3. Finished Product Requirements:

   a. Apple Juice: to be 100% pure fruit juice with a minimum brix of 11.8.
   b. Grape Juice: to be 100% pure natural fruit juice with a minimum brix of 13.5.
   c. Grapefruit Juice: to be 100% pure fruit juice with a minimum brix of 10.7.
   d. Orange Juice: to be 100% pure fruit juice with a minimum brix of 11.8 minimum 95 USDA score.
   e. Pineapple Juice: to be 100% pure fruit juice with a minimum brix of 13.0.
   f. Cranberry Juice Cocktail: to be 100% natural with a minimum brix of 13.4.
   g. Shelf life of thawed concentrate: Once the concentrate is thawed, it must have a shelf life of 4 days under refrigerated conditions (or acceptable alternate).
   h. Juice blends would be considered as an alternative upon discussion with the University of juice percentage.
D. Other Pouring Requirements

1. The equipment service shall be provided by the successful bidder free of charge within 24 hours of notification, all parts included. Automatic monthly brix adjustment on all machines is required. If minor parts are needed for repair, the successful bidder is to send the item by overnight courier at no extra cost.

2. Nationally advertised brand name products must be used for all flavors.

3. The successful bidder shall make daily deliveries, including Saturday and Sunday.
   a. All deliveries shall arrive between 9:30 A.M. and 4:30 P.M.
   b. For Monday through Friday deliveries, the delivery person must be capable of performing maintenance and repairs to all equipment and shall remain on the premises for a minimum of two hours to assure proper operation of all equipment.
   c. The product shall be delivered to the point of use in each area. The successful bidder shall remove all empty containers and rotate and install full ones.
   d. Orders for deliveries will not be telephoned to the successful bidder. The delivery person and the University will determine the daily requirements at the time of delivery.

4. The successful bidder is responsible for maintaining all equipment (excluding cleaning of exterior surfaces) and product in a sanitary condition satisfactory to the University.

5. The successful bidder will be required to supply the University with pre-mix beverages for all outside events (e.g.: UMass Football Stadium, Lacrosse Field, Baseball Field, Soccer Field, University BBQ, etc.). CO₂ for all outside events must be provided at no extra cost.
   a. The successful bidder will be required to supply all of the equipment needed at no extra cost and will be required to have a delivery person available throughout the events for set-up and to provide maintenance services. There must be no extra charge for this service.
   b. Delivery location and other information will be provided by the University one week prior to any event.

6. The University maintains a kosher dining hall and beverages for this site must be made kosher under the supervision of a rabbi at the successful bidder’s facility.

7. The successful bidder will fully cooperate at all times with the University, its agents, and representatives in the testing of its pouring equipment and/or its products for the purpose of determining adherence to proper health and sanitation standards and authorizes all Health and Sanitation agencies, public and private, local and State, to make available to the University at its request any and all information regarding Health and Sanitation reports and inspections.
XI. **Sale of Bottled or Canned Products**

Currently the University maintains 20% of its retail shelf space for a defined variety of non-carbonated beverages not produced by the current beverage vendor. The University will consider continuing the inclusion of its retail locations as part of the exclusive beverage rights based upon how their inclusion adds to the value of the bidder’s compensation package (revenues and cost) and how well the company addresses issues of customer preference.

Outlets for the sale of cans and bottles include the University Store and Textbook Annex, Campus Center Retail Food Service Outlets, C-Stores located in Worcester, Hampden, and Franklin Dining Halls, and cafes located in Hampden, and Whitmore Administration Building. Bottled beverages are also sold through Catering and at the Mullins Center concession booths.

<table>
<thead>
<tr>
<th>Product Type</th>
<th>Size</th>
<th>Case Pack</th>
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<th>FY13</th>
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<tr>
<td><strong>Carbonated Beverages</strong></td>
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<tr>
<td>20oz/600ml</td>
<td>24</td>
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<td>16oz/473ml</td>
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<td>7.5 Cans</td>
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<td>10oz</td>
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<td><strong>Non-Carbonated Beverages</strong></td>
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<td>Other NR</td>
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<td>32oz/946ml</td>
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Vendor currently provides, at no cost to the University, 18 Double Door Coolers, 20 Single Door Coolers, 20 CounterTop Coolers, 4 (½) size Floor Coolers, 4 Plug in Round Drink Tubs, 2 Odwalla Slim Coolers, and 12 Portable Coke Tubs at various locations. Each of the C-Stores has a built-in cooler. The successful bidder will provide coolers as needed by the University.

Delivery of products will be negotiated with the University. The University expects to work with the successful bidder to develop a policy regarding can collection.

A limited number of bottled products are also sold at the Mullins Center ice rink snack bar. Sale of bottled product at the rink is included as a part of this RFB.

XII. Special Programs & Opportunities:
This RFB is based on the foundation of building a long term, mutually beneficial relationship between the University and a beverage company. Its intention is to contract with a company that most meets the University's requirements, recognizing that both the University and the beverage company have something of value to offer in entering into such an arrangement. The University's success in achieving excellence in its academic, athletic, and research programs provides valuable opportunities for the successful bidder.

The University has a number of special programs & opportunities that provide the bidder with the ability to strategically enhance its marketing and sales potential in return for financial compensation. The University's special programs & opportunities available in this RFB include:
1. **UMass Amherst Athletics Sponsorship.** All vendors are invited to take advantage of a unique opportunity to increase business by becoming a corporate partner of UMass Amherst Athletics. The successful bidder will be awarded a custom program that will position their company in front of over 250,000 game attendees, 102,000 Alumni in Massachusetts, 100,000+ unique visitors per month to umassathletics.com, and a statewide radio & television network.

2. **Soccer Fest.** Soccer Fest is an annual spring event developed and run by the Mark H. McCormack Department of Sport Management. The event is coordinated by 25 graduate and undergraduate students in a sport Event Management class with all proceeds going to a Sport Management scholarship fund. Soccer fest consistently draws 80+ teams of over 750 participants and over 3,500 spectators. Attracting participants of all ages and ability levels from throughout Western Massachusetts, coupled with the increasing interest in soccer, make this a growing, exciting event. This sponsorship opportunity will continue as long as Soccer Fest remains on campus.

3. **Mullins Center.** The Mullins Center is a two-building complex, one a 10,000 seat arena and the other an ice rink with a 350 bleacher seat capacity, connected by a common plaza. The Mullins Center arena is a multi-purpose arena that showcases educational, athletic, entertainment and theatrical events for the greater University community. The Mullins Center hosts the UMass Men's and Women’s Varsity Basketball and Men’s Hockey programs. It has hosted NIT basketball, Celtics Pre-Season Game, Cirque du Soleil, the Blue Man Group, as well as rock concerts ranging from Jason Aldean to Carrie Underwood to Phish to Dave Matthews and Jay-Z. It has also played host to comedians Bill Cosby, Daniel Tosh and Jeff Dunham in addition to numerous trade shows and conventions.

4. **Fine Arts Center.** The University Fine Arts Center serves the campus community and western Massachusetts with performing and visual arts events and educational programs throughout the academic year. The Center Series presents the region’s only mix of internationally renowned artists in classical music, dance, theater, jazz, and Broadway, featuring such shows mezzo-soprano Stephanie Blythe, Mummenschanz, Sweet Honey in the Rock, Herbie Hancock, Pat Metheny, Martha Graham Dance Company, Broadway’s American Idiot, and so much more. The Center maintains a 1,850 seat multi-purpose theater, 700 seat auditorium, a museum and two galleries. It also hosts the Jazz in July summer workshops. The overall attendance for Fine Arts Center-sponsored events reaches nearly 80,000 annually.

5. **Minutemen Club Annual Golf Outing.** This annual Athletic Department fundraising event will provide awarded vendor with a sponsorship of the annual golf outing. Benefits to be mutually-agreed upon, and may include foursomes in event, signage, exclusive soft drink provider during event and option to provide prizes and giveaways to participants.

6. **UMass Magazine.** 1 full page ad in all three editions of UMass Magazine which has a circulation of 180,000 (103,112 in New England).
7. **Alumni Association** – The UMass Amherst Alumni Association represents and serves a network of more than 240,000 alumni worldwide, and reflects an active and powerful community that contributes to the university’s success and mounting reputation. It serves as a gateway for students and alumni to build relationships with each other and the university. Through campus traditions, Alumni Networks, awards and scholarships, professional development programs, and volunteer opportunities, the Alumni Association creates an engaging environment that enriches the student and alumni experience.

8. **Other considerations.**
   a. The successful bidder shall have the right to advertise the fact that its products are available at the University. Such advertising is subject to University approval.
   b. All equipment dispensing machines shall carry panels provided by the successful bidder that acknowledge product names.
   c. Product names shall be listed on the menu boards provided by the successful bidder of all food and refreshment outlets.
   d. Trademarked Cups. The successful bidder shall supply, free of charge, compostable (except for reusable branded souvenir cups) disposable cups for use at designated dining services, retail outlet operations and other campus venues where the product is served or poured. These cups will clearly identify the University of Massachusetts and the beverage supplier.

Please refer to Appendix A for full details of all the sponsorship/promotional opportunities described in Section XII.

XIII. **Definition of Exclusivity**

The University will provide exclusivity of beverage products to the successful bidder under the following parameters:

A. Beverage products are defined as all carbonated, non-carbonated, Isotonics (drinks intended to replenish nutrients lost through heavy exertion or sports), energy drinks (drinks containing additives or stimulants associated with activity), alternative milk products (shelf-stable, protein and nutrient enriched, non-dairy drinks), natural or artificially flavored beverages for independent consumption and for use as mixers with alcoholic beverages, non-alcoholic beverages with nutritive or non-nutritive sweeteners, ready to drink tea, juice or juice containing drinks, water and all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates, or otherwise, from which such drinks are made. Beverage products are exclusive of items such as milk, coffee, brewed tea, and non-alcoholic beer and wine and similar non-alcoholic beverages, alcoholic beverages, and spring water dispensed through water coolers in five gallon containers under the Commonwealth of Massachusetts contract. The sale of University of Massachusetts branded bottled water is excluded from this definition. Any drink medically related to patient care (served at the request of a health care professional or patient) and any product used for academic research are also excluded from this definition.
B. Except as noted in this section, campus wide exclusivity is defined as all Dining Halls, all Auxiliary Enterprises venues where beverages are poured, all athletic venues, the Mullins Center (including the rink), all dormitories, all vending locations, and other locations as may be established by the University.

The exclusivity rights for the sale of bottled or canned beverages in the University Store, Snack Bars, and C-Stores are subject to the bidder’s demonstration of how their inclusion within the campus' definition of exclusivity adds to the value of their compensation response in the Compensation section of this RFB. If the University Store, Snack Bars, and C-Stores are included in the award of this bid, 20% of the retail shelf space will be available for competitive products that are non-carbonated or energy drinks that are lightly carbonated, composition of which is at the sole discretion of the University.

The University has a commitment to use locally sourced products and currently 30% of Dining produce is locally grown. To continue our commitment to local food systems, the University reserves the right to include at least one dispenser per Dining Commons for products locally grown such as Ocean Spray Cranberry Juice.

In support of its commitment for healthy eating, the University reserves the right to provide students in the Dining Commons with a calorie conscious, powdered, non-isotonic, sugar-free, non-carbonated flavored water beverage of less than 5 calories per 8 ounce serving. In no event will this exceed one dispenser per Dining Commons except in Hampshire Dining Commons which has been designated as a national model for sustainable and healthy eating where the number of dispensers will not exceed two.

No competitive products will be sold, dispensed, or served at the University with the exception of the Faculty Club, catered events where the customer expresses a preference for a bottled product, beverages for performers or participants at the Mullins Center or other performance venues, food or beverage trade shows, and for a minimal number of special events (such as visits from foreign dignitaries or state or federal elected officials or special Kosher requirements) where such preference is so requested.

As part of their educational experience, students are afforded the opportunity to operate markets in the Student Union and snack bars in a select number of dormitories where beverages are sold in bottles or cans or poured. These student venues are currently excluded from this RFB. However, the successful bidder is encouraged, working with appropriate University staff, to engage these student operated venues to discuss their inclusion.

The University sponsors a limited number of outdoor events during the year at which local businesses are solicited to sell food and beverages. These events provide an opportunity for the University to support the local community. When beverages are sold at these events, they are
sometimes in conjunction with a food product or they are specialty items like fresh squeezed orange juice, lemonade, or ethnic beverages. We expect the beverage company to work with the sponsoring department of these events so that the University can continue to engage in such community goodwill.

C. The University reserves the right to use competitive brands in the event that the successful bidder does not provide the product required and will notify the successful bidder of such use. If the successful bidder adds a new product line during the term of the contract, exclusivity in the retail outlets will not be automatically extended to the new product line if retail outlets are included in the bid award.

D. If a new product becomes available in vending that is not a product currently available or a product included in the RFB response as a new vending product, then University reserves the right to request that such product be sold in a limited number vending machines and the successful bidder agrees that it will not unreasonably withhold approving such a request.

E. No permanent advertising, signage, or trademark visibility for any competitive product will be authorized for display anywhere at the University, including locker rooms and players' benches, except that events may be held at specific University venues which are sponsored by competing beverage companies and in that case temporary banners or other signage may be hung, scoreboard messages may appear, and/or public address announcements may be made with respect to the competitive product.

XIV. Terms and Conditions

A. The successful bidder must agree to the University of Massachusetts Purchase Order Terms and Conditions. A copy of the University Purchase Order Terms and Conditions can be viewed at:

http://www.umass.edu/procurement/docs/PO%20TERMS%20AND%20CONDITIONS%202012.pdf

Respondents must indicate in their response if they are not willing to agree to these terms and conditions without exception. The bidder should also include any proposed changes to these terms and conditions in their response. Any bidder indicating that they are not willing to agree to these terms and conditions may be eliminated from the process.

B. The successful bidder will be required to enter into the standard University Contract for Services. The successful bidder must sign the standard University Contract for Service and agree to all Terms and Conditions listed on the document. A copy of the University Contract for Services – Long Form can be viewed at:

Bidders must indicate in their response if they are not willing to sign the Contract for Services without exception. The bidder should also include any proposed changes to the Contract for Services. Any bidder indicating that they are not willing to sign the University Contract for Services may be eliminated from the process.

C. Costs that are not specifically identified in the bid response and accepted by the University as part of the contract will not be compensated under any contract awarded pursuant to the RFB. The University will not be responsible for any costs or expenses incurred by bidders responding to the RFB, nor for any costs that might be incurred by the bidder should the bidder be invited to make a presentation at the University.

D. The bidders will furnish additional information as the University may reasonably require prior to final selection. Bidders may be required to participate in discussions with the University to successfully complete the Request for Bid’s selection process.

E. The successful bidder will be required to sign and adhere to the University’s Combined Licensing Agreement to insure adherence to policies regarding the use University’s marks. A copy of the Combined Licensing Agreement is attached in Appendix B.

F. The University will rate the bidders on an evaluation of their bid responses, as submitted. The University reserves the right to reject any or all bids, wholly or in part, and the right, in its sole discretion, to award a contract not based solely on the bidder with the lowest cost, highest guaranteed payment to the University, or highest percentage payment to the University, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFB and is deemed by the University to be in the best interest of the University.

G. The successful bidder will be considered an independent contractor and will not, directly or indirectly, act as an agent, servant or employee of the University, or make any commitments or incur any liabilities on behalf of the University without the University's written consent. The successful bidder will further agree that upon the request of the University, it will remove from the University's premises, permanently if so requested, any employee who, in the opinion of the University, is guilty of improper conduct, not qualified to competently perform the work assigned, or whose presence on the University's premises is deemed to be detrimental to its best interest.

H. Submission of a bid indicates that the bidder has read, completely understands, and agrees with this Request for Bid document. If bidder takes exception to any of the contract terms and conditions contained herein, the bidder shall so note it as an exception in its bid response, referencing the section and item number and giving a complete explanation for the exception. The University reserves the right to use any such exception as grounds for rejection of the bid.
I. The successful bidder shall observe and obey all laws, ordinances, regulations, and rules of the Federal Government, the Commonwealth of Massachusetts, local municipalities, and the University of Massachusetts Amherst which may be applicable to its operation herein, and shall, at its own cost, obtain and maintain all permits and licenses necessary of and to its operation. The successful bidder confirms that it complies with the laws of the countries in which they do business.

J. In accordance with Commonwealth of Massachusetts Executive Order No. 130 Anti-Boycott Covenant dated December 6, 1976, the successful bidder warrants, represents and agrees that during the time this contract is in effect, neither it nor any affiliated company, participates in or cooperates with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E, Massachusetts General Laws.

K. The successful bidder will obtain and maintain all licenses and permits necessary to operate and will comply with all applicable state and federal laws.

L. All personal property, equipment, and devices placed on the premises by the successful bidder shall be removed on or before the expiration of the contract. If the successful bidder shall fail to remove its property, the University may, at its option, as agent of the successful bidder and at the successful bidder’s risk and expense, move, relocate, or remove said property. The University will have a lien on all property, equipment, and devices of the successful bidder on the University’s premises to the extent of all financial obligations owed to the University.

M. The successful bidder shall comply with all applicable laws, rules, regulations, ordinances, orders, or requirements of the Commonwealth and any governmental authority relating to the delivery of the services specified in this contract. The University may require the successful bidder to pay fines, penalties, and damages that may arise out of or may be imposed because of the successful bidder’s breach or failure to comply with the provisions of this contract.

XV. Taxes and Licenses

It shall be the responsibility of the successful bidder to comply with all applicable local, state, and federal requirements regarding taxes and license fees. Massachusetts imposes a 6.25% sales tax on certain beverage sales to persons other than students. It shall be the responsibility of the successful bidder to file sales tax returns and pay any sales tax due on vending machine beverage sales.
XVI. Insurance

A. The successful bidder, in its own name as insured, shall secure and pay the premium or premiums on policies of insurance for the following minimum amounts of coverage:
   1. Commercial General Liability - $2,000,000 per occurrence; $4,000,000 aggregate limit. Coverage limits should include bodily injury and property damage. The policy should also provide coverage for Product Liability including liability as described in Appendix B, Combined Licensing Agreement, Section 14. The University of Massachusetts shall be named insured on a vendor’s liability endorsement with respect to this contract.
   2. Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars ($1,000,000) per accident
   3. Workers’ Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars ($1,000,000) per occurrence.

B. Each policy or policies shall cover all of the successful bidder’s operation hereunder; it is not thereby the intent of the above listing to limit the types of insurance required herein.

C. Acceptable Insurance Carriers. All insurance maintained by the Contractor pursuant to the Contract shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If the Contractor determines that any such insurance needs to be placed with surplus lines carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by the Contractor must have a Best’s Rating of not less than A- and be reasonably acceptable to the University.

D. University As Beneficiary And Additional Insured. All insurance maintained by the Contractor must include a waiver of subrogation and shall provide that insurance for the benefit of the University shall be primary and the University’s own insurance shall be non-contributing. The Contractor shall provide the University, in the manner specified by the section entitled Notice in the Contract, written evidence of insurance from the insurer within ten (10) business days after written notification of the award of the bid and prior to the execution of the Contract and annually when the policy is renewed. The Contractor’s General Liability Insurance and Automobile Liability Insurance, to the extent these coverage types are required under the Contract, shall include or be endorsed to include the Commonwealth, the University, the University of Massachusetts Building Authority, Global Spectrum and the Trustees, Officers, servants, employees, as an additional insured. Additional insured status must be evidenced on the certificate of insurance.

E. Notice Of Coverage Changes. The Contractor agrees that thirty (30) days prior to any cancellation or non-renewal of the insurance policies referenced above, or material change to such policies decreasing the coverage to an amount that does not meet the Contract’s minimum
insurance requirements, said Contractor or its designee will notify the University in the manner specified by the section entitled Notice in the Contract. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the University shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

F. Subcontractors. The Contractor shall cause its subcontractors to meet the same insurance obligations that are required of the Contractor and set forth herein.

G. Compliance. Failure to deliver such certificate shall nullify the bid award at the option of the University. The Contractor’s and/or the Contractor’s subcontractor’s failure to provide or to continue in full force and effect the insurance required herein shall be a material breach of the Contract and may, at the sole determination of the University, result in termination of the Contract for cause.

XVII. Proposal Response

Bidders will complete the RFB Response Identification Form found in Appendix C and use this as the first page of their response. Each item must then be responded to in the order in which it appears in the proposal response. Attach Annual Report (item A.2.) as an Appendix.

A. For evidence of experience, capability and financial responsibility, bidders will provide:

1. a list of four references, at least two of which should be from major institutions of higher learning, currently using your services. The list should include the name, title, and phone number of the individual responsible for administering the program. It would benefit the bidder to include references which are similar to the service being requested in this RFB.

2. the most current annual report of the company including an audited financial statement. If the bidder is a privately held company, the audited financial statement shall be held as confidential, proprietary information and shall be returned to the bidder upon review.

3. a description of how the company will service the University including the names, locations, and resumes of the individuals responsible for this account.

B. Financial Requirements

1. Specific requirements regarding payment both to and from the University will be determined as part of the contracting process with the successful bidder. Payments will be timely and reflect standard billing and payment procedures to assure the University complete accountability of all financial transactions. The University will require clear avenues that will allow disclosure of activity and revenues to provide an easily auditable
operation. Bidders should describe any requirements they may have regarding payment issues.

2. The University reserves the right to request an audit of all or any components of the arrangement between the University and the successful bidder.

3. The successful bidder will submit quarterly and annual financial summaries of its relationship with the University.

C. Describe the nature of the emergency service to the equipment and for the services provided including an emergency phone number. The University expects the successful bidder to provide repair and emergency service seven days a week, including holidays and evenings.

D. Please describe any creative marketing strategies that address this product category. Include items such as in-store promotions in the University’s retail outlets, participation in the development of local merchandise that promotes both the University and the company, etc. The University expects that the successful bidder will provide such promotional material at no cost to the University.

The University expects the successful bidder to provide products and services for at least five student oriented events, such as Spring Festival, First Week Events or like events, which events are to be determined in consultation with Auxiliary Enterprises Administration. Other product donations to student organizations such as Area Governments or Registered Student Organizations (RSOs) must be coordinated with Campus Center Administration prior to approval by the successful bidder. In order to achieve optimal brand exposure, the successful bidder will provide product, supplies and practice equipment for Athletics as defined in Appendix A.

E. Describe any additional reasons why the University should select your company.

F. Complete the Compensation Response beginning on page 28.

G. If the bidder takes exception to any of the contract terms and conditions contained herein, the bidder will list all of their exceptions in their bid response, referencing the section and item number and giving a complete explanation for the exception.

The University is seeking to maximize its relationship with a single beverage supplier for the broad range of products, promotional opportunities, and acknowledgments described in this RFB for compensation. The University does not want to enhance one product category at the expense of another. The bidder is advised to seek a balanced approach in its compensation response.

The remainder of this page left intentionally blank
1. Vending

Include literature showing pictures, make, model and specifications of proposed vending machines. List offered vending products.

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>By trade name</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>SIZE</th>
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<tr>
<td>by trade name</td>
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</tbody>
</table>

1a. Our current vending commissions are 45% for carbonated beverage, 40% for non-carbonated beverage except water and 25% for water. Commissions are applied against gross minus deposit (if any). What is commission percentage offered on vended products and what is the commission based on? Provide any case sale incentives or minimum guarantees.

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

1b. What is the initial selling price for vended products? The University seeks to find an equitable balance between the selling price and resultant commissions and service to our students. In this case, revenue to the University should not be the only factor considered when setting a selling price.

______________________________________________________________________________
2. Pouring  

NOTE: 2014 Prices: Post Mix: $4.74/gallon

Complete the following chart

<table>
<thead>
<tr>
<th>PRODUCT by trade name</th>
<th>PACKAGING</th>
<th>SIZE</th>
<th>YIELD</th>
<th>COST to UNIVERSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

2a. Product prices quoted shall remain firm for the five year term of any contract resulting from this RFB.
3. **Sale of Bottled or Canned Products**

Various sized bottled products shall be offered. Complete the following chart

<table>
<thead>
<tr>
<th>PRODUCT (by trade name)</th>
<th>PACKAGING</th>
<th>SIZE</th>
<th>COST to UNIVERSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3a. What is the company’s proposal for handling competitive products currently in stock when responsibility is assumed.

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
Provide responses to Questions 4, 6, and 7 below on an attached sheet.

4. Describe the company’s policy regarding changes in cost of goods and selling prices over the length of the contract. Any changes in the selling price of vended products will require the approval of the University.

5. In addition to significant cost savings for products and revenue produced from the vending operation, the University receives approximately $350,000 per year for the exclusive rights and sponsorship and promotional opportunities under its current contract. The University hopes to increase this contribution to a minimum of $575,000 in order to address the University’s goals described in Section VI. Indicate the reimbursement amount in each of the following two scenarios for the exclusive rights and sponsorship and promotional opportunities described in this RFB:

   a. For the exclusive rights and sponsorship and promotional opportunities described in this RFB including the University Store, Snack Bars and C-Stores, except that a minimum of 20% of the retail shelf space will be available for competitive products that are non-carbonated or energy drinks that are lightly carbonated, composition of which is at the sole discretion of the University, indicate investment level in the chart below:

<table>
<thead>
<tr>
<th>Opportunity</th>
<th>Recommended Minimum Investment Level Per Year</th>
<th>Investment Level Bid per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exclusivity</td>
<td>$123,500</td>
<td></td>
</tr>
<tr>
<td>Non-Athletic Opportunities</td>
<td>$51,500</td>
<td></td>
</tr>
<tr>
<td>Athletics: Official Beverage Provider</td>
<td>$325,000</td>
<td></td>
</tr>
<tr>
<td>Athletics: Official Protein Drink</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>Complete only if bidder is selecting the opportunity to be the “official protein bar” for Athletics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletics: Official Protein Bar</td>
<td>$25,000</td>
<td></td>
</tr>
</tbody>
</table>

The remainder of this page left intentionally blank
b. For the exclusive rights and sponsorship and promotional opportunities described in this RFB excluding the sale of all bottled or canned beverages in the University Store, Snack Bars and C-Stores, indicate investment level in the chart below:

<table>
<thead>
<tr>
<th></th>
<th>Recommended Minimum Investment Level Per Year</th>
<th>Investment Level Bid per year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exclusivity</td>
<td>$123,500</td>
<td></td>
</tr>
<tr>
<td>Non-Athletic Opportunities</td>
<td>$51,500</td>
<td></td>
</tr>
<tr>
<td>Athletics: Official Beverage Provider</td>
<td>$325,000</td>
<td></td>
</tr>
<tr>
<td>Athletics: Official Protein Drink</td>
<td>$50,000</td>
<td></td>
</tr>
</tbody>
</table>

**Complete only if bidder is selecting the opportunity to be the “official protein bar” for Athletics**

| Athletics: Official Protein Bar | $25,000 |

6. The following items represent opportunities for the bidder to provide one time remuneration or financial support. Please indicate any contributions you are offering in this RFB.

- Innovative equipment such as multiple flavor dispensers
- Upgrade/renovation of beverage service areas in Dining
- Contributions to academic areas
- Other

7. Describe any incentives or other types of compensation which would result from the extension of any contract awarded as a result of this RFB for the five year renewal option.

Bidders are reminded that this is a public bid and vendors are required to submit their best and final offer upfront. The University reserves the right to negotiate minor terms and conditions after review of the bid responses and prior to acceptance of any bid. The University reserves the right to reject any or all proposals if in the sole opinion of the University no proposal meets its financial or operational objectives.

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APPENDIX A SPONSORSHIP OPPORTUNITY DETAIL

ATHLETICS SPONSORSHIP OPPORTUNITY

General Scope of Offer
As part of the University wide Request for Bid for Beverage Rights, the campus is offering a unique opportunity for the successful bidder to enter into a Corporate Marketing Partnership with the University of Massachusetts Amherst Athletics Department.

All bidders are invited to take advantage of this unique opportunity to drive incremental business by becoming “THE OFFICIAL BEVERAGE PROVIDER OF UMASS ATHLETICS” as Corporate Partner of UMass Amherst Athletics. The awarded bidder will be offered this CATEGORY-EXCLUSIVE DESIGNATION within the UMass Amherst Athletics Department, and it will encompass the carbonated/soda, electrolyte, and water beverage sectors.

A custom marketing program will be developed that positions your company in front of our 250,000 game attendees; 102,000 Alumni in Massachusetts; a Statewide radio and television audience, and 100,000+ unique visitors a month to www.umassathletics.com.

Background

a) NCAA Division 1 Athletics Program:
   i. UMass Amherst intercollegiate sports program is NCAA Division I with 21 varsity sports competing in the Atlantic-10 and Hockey East conferences. As of 2012, the UMass Football Program has been elevated to full Division 1 status and has been competing in the Mid-American Conference (MAC), playing a portion of home games at Gillette Stadium (Home of the New England Patriots in the NFL).

b) Sports Marketing Professionals:
   i. UMass Amherst Athletics Corporate Marketing Partnerships are professionally managed by Learfield Sports Marketing. This ensures the successful bidder will receive the highest level of strategic marketing insight and guidance to optimize the return on investment.

c) Attendance & Web Traffic:
   i. Nearly 250,000+ sports fans (regional residents, alumni, & students) each year attend UMass Amherst Athletic events on campus and at Gillette Stadium (Football). The Mullins Center, our 10,000-seat basketball and ice hockey venue, attracts an additional 120,000+ attendees each year to a variety of concerts, family, ice and theater shows. And our website, www.umassathletics.com is the #1 trafficked site in the Atlantic-10 Conference with over 100,000 unique visitors a month. Let’s put this unparalleled audience to work for your brand!
The UMass Athletics Corporate Marketing Partnership Opportunity:
The successful bidder will receive on-site, strategic marketing consultation from Learfield Sports Marketing to develop and execute a custom marketing partnership program. Your program will be designed based upon the specific business objectives your company desires to achieve (delivering true ROI).

The following marketing assets will be provided by UMass Athletics; customized and executed for the winning bidder by Learfield Sports Marketing based upon bidder’s proposed investment level:

A. **TARGETED E-MARKETING:** Your message will reach 27,000 students, 102,000 alumni, and 12,000 UMass sports fans who have all opted in to receive information from Athletics.

B. **TARGETED ONLINE ADVERTISING:** WWW.UMASSATHLETICS.COM is the #1 trafficked website in the A-10 Conference attracting 100,000+ unique visitors a month. Your banner ad or “Enter-to-Win” contest can be domain-targeted to reach your exact target audience.

C. **THE UMASS RADIO NETWORK**
   A significant number of UMass games (Football, Men’s Basketball, and Men’s Hockey) are broadcast LIVE on the UMass Radio Network. Your company will receive a presence in all regular season UMass Athletics radio broadcasts.

D. **THE UMASS TELEVISION NETWORK**
   Your company will receive a presence in all UMass Athletics television broadcasts/shows. Exact breadth and scope of television schedule is determined annually based upon Conference and local television affiliate agreements.

E. **FAN ENGAGEMENT: FOOTBALL SEASON**
   a. Venue Signage
   b. Advertisement in the Official UMass Football Game Day program sold at all Football games at Gillette Stadium
   c. Live in-game PA announcements
   d. Option to develop custom in-game promotion/giveaway

F. **FAN ENGAGEMENT: MEN’S BASKETBALL SEASON**
   a. Venue Signage
   b. Advertisement in the Official UMass Men’s Basketball Program sold at all Men’s Basketball games at The Mullins Center
   c. Live in-game PA announcements
   d. Option to develop custom in-game promotion/giveaway

G. **FAN ENGAGEMENT: ICE HOCKEY SEASON**
   a. Venue Signage
   b. Advertisement in the Official UMass Ice Hockey Program/Yearbook sold at all Ice Hockey games at The Mullins Center
c. Live in-game PA announcements
d. Option to develop custom in-game promotion/giveaway

H. MINUTEMEN CLUB ANNUAL GOLF OUTING
a. Sponsorship of the annual golf outing. Benefits to be mutually-agreed upon, and may include foursomes in event, signage, exclusive soft drink provider during event and option to provide prizes and giveaways to participants.

Recommended athletic corporate marketing partnership investment level (cash/net):

<table>
<thead>
<tr>
<th>“Official Beverage Provider” Designation</th>
<th>“Official Protein Drink” Designation</th>
<th>“Official Protein Bar” Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Includes: Carbonated/Soda; Electrolyte, &amp; Water Recommended Minimum Investment Level Per Year</td>
<td>Includes: Protein replenishment drinks that meet NCAA standards. Recommended Minimum Investment Level Per Year</td>
<td>Includes: Protein replenishment bars that meet NCAA standards. Recommended Minimum Investment Level Per Year</td>
</tr>
<tr>
<td>$325,000 / year net</td>
<td>$50,000 / year net</td>
<td>$25,000 / year net</td>
</tr>
</tbody>
</table>

Insert your proposed investment level in the chart in the Compensation Response, number 5 on pages 31 and 32. The winning bidder’s proposed investment level will be binding.

In-Kind Product for Athletic Department:
In addition to the above recommended investment level, the awarded bidder will be required to provide the following in-kind product to achieve optimal brand exposure across all 21 NCAA Varsity Programs at UMass Amherst:

The awarded vendor will designate the UMass Amherst Athletics Program to be a “Premiere” Collegiate Account, and will provide the following cases of beverages to all 21 NCAA Varsity Programs in each contract year:

<table>
<thead>
<tr>
<th></th>
<th>Electrolyte</th>
<th>Water</th>
<th>Soda</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Games</td>
<td>79</td>
<td>41</td>
<td>14</td>
</tr>
<tr>
<td>Away Games</td>
<td>73</td>
<td>44</td>
<td>12</td>
</tr>
<tr>
<td>TOTAL</td>
<td>152</td>
<td>85</td>
<td>26</td>
</tr>
</tbody>
</table>
2. Electrolyte Beverage – “Bag-in-the-Box/Powder”:
The awarded vendor will designate the UMass Amherst Athletics Program to be a “Premiere” Collegiate Account, and will provide approximately $15,000 in product per contract year; including the appropriate number of dispensers.
  • In addition, a sufficient supply of Electrolyte Packets for sideline use will be provided yearly.

3. Sideline Game/Practice Equipment and Supplies:
The awarded vendor will designate the UMass Amherst Athletics Program to be a “Premiere” Collegiate Account, and will provide a sufficient supply annually of Beverage Jugs, Cups, Bottle Carriers, Sideline Carts, and Towels.

4. Head Coach & Athletic Administration Beverage Supplies:
The awarded vendor will designate the UMass Amherst Athletics Program to be a “Premiere” Collegiate Account, and will provide a sufficient supply annually of bottled water and carbonated/soda for each Athletic Administrator & Head Coaches office suite.
  • Purpose: With several hundred guests, recruits, and visitors to the Athletic Program annually, we assume the awarded vendor would like to have their branded beverage products visible and available.

5. Protein Drinks (bottled): with “Official Protein Drink” Designation
The awarded vendor will designate the UMass Amherst Athletics Program to be a “Premiere” Collegiate Account, and will provide approximately 25,000 units over the course of each contract year. This level will cover all in season, post-season, and summer conditioning requirements.

6. Protein Bars: with “Official Protein Bar” Designation
The awarded vendor will designate the UMass Amherst Athletics Program to be a “Premiere” Collegiate Account, and will provide 20,000 bars over the course of each contract year. This level will cover all in season competition and travel needs by our athletes.

OTHER CAMPUS SPONSORSHIP OPPORTUNITIES

FINE ARTS CENTER: Sponsorship at the UMass Fine Arts Center (FAC) includes various rights and benefits. FAC will work with each sponsor to develop a customized, targeted sponsorship package with your business objectives in mind. Partnerships with the FAC will be fully integrated, and will involve both traditional and non-traditional assets and benefits.

Sponsorship of programs and events at the Center provides:
  • A prestigious partnership with the Valley’s premier performing and visual arts center
  • Excellent targeted visibility to a diverse, educated and loyal audience
  • High profile corporate recognition
  • An association with quality, distinction, innovation and excellence
• Direct access to an influential audience
• Brand recognition on all marketing and collateral pieces produced annually

**Sponsorship Benefits Include:**
• 14 tickets to sponsored events or events throughout season
• Full-page, full-color ad in six playbills plus message from CEO in sponsored event(s) issue
• Display table for your business in lobby at sponsored event or two events of choice
• Marketing package tailored to your business’s needs and objectives plus co-op marketing opportunities
• Direct access to targeted groups
• Personalized assistance in reception and promotion planning
• Ad on flat screen monitor in Concert Hall lobby during month of sponsored shows

**PLUS**

**Your corporate name or logo on:**
• Title page in evening’s program and *Symbols of Support* section of playbill
• Acknowledgment from stage, subject to artists’ approval
• Season long logo presence in FAC lobby.
• Special sponsor signage on night of event
• Logo and/or mention in area print and broadcast media, posters, press releases, direct mail and online
• 15% discount on additional tickets for employees/clients for sponsored event(s)
• Invitation to special events

**MULLINS CENTER:** Sponsorship of multiple mutually agreed upon non-UMass athletic events at the Mullins Center for which the successful bidder shall have the right to inclusion of trade names and logos of products in all media acknowledgments, printed materials, and publicity releases relating to the sponsored events; undertake store promotions, media promotions, and sale incentives with third-party retailers of the successful bidder’s products including, but not limited to, sweepstakes, celebrity appearances, discount coupons, and premiums to stimulate market sales; and provision of a hospitality room to host guests for each sponsored event provided that the successful bidder shall be responsible for the cost of any food and beverage served.

**SOCCERFEST:** Exposure to nearly 4,500 soccer fans at a student run event growing in attendance and excitement every year

**UMASS MAGAZINE:** 1 full page ad in all three editions of UMass Magazine which has a circulation of 180,000 (103,112 in New England).

**ALUMNI ASSOCIATION:** Sponsorship with the UMass Amherst Alumni Association positions corporate partners in front of thousands of enthusiastic UMass Amherst alumni and students. The Association’s signature events Homecoming Week, Distinguished Alumni Awards, Commencement Ball and Alumni
Weekend provide unique marketing opportunities to strengthen a company’s brand and increase their exposure to targeted audiences.

- Benefits vary by event and include but are not limited to:
  - Name and/or logo and link on event websites and registration pages
  - Name and/or logo on printed materials
  - Recognition in email marketing
  - Recognition in social media marketing
  - Recognition in @UMASS and STUDENT@UMASS electronic newsletters
  - Verbal acknowledgment at the events
  - Opportunities to attend events and participate as appropriate
  - On-site signage at events
  - Recognition in post-event acknowledgements

- Customized sponsorship proposals are available to meet a corporate partner’s specific marketing needs.

**Recommended Other Campus Sponsorship Levels**

<table>
<thead>
<tr>
<th></th>
<th>Recommended Minimum Investment Level Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fine Arts Center</td>
<td>$12,500</td>
</tr>
<tr>
<td>Mullins Center</td>
<td>$10,000</td>
</tr>
<tr>
<td>SoceerFest</td>
<td>$4,000</td>
</tr>
<tr>
<td>Umass Magazine</td>
<td>$15,000</td>
</tr>
<tr>
<td>Alumni Association</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Insert your proposed investment level in the chart in the Compensation Response, number 5 on pages 31 and 32. The winning bidder’s proposed investment level will be binding.

**Other Considerations**

The University shall have the right to decline to display any copy or graphics which is in violation of any statute, regulation or ordinance, or which the University reasonably considers to be misleading or offensive, or which contains a comparative or qualitative description of Successful Bidder’s product, price information or other indications of savings or value about Successful Bidder’s product, any message that otherwise endorses bidder/Sponsor’s products or induces one to purchase or use Successful Bidder’s products, or any message that causes Successful Bidder’s payments to not be treated as "qualified sponsorship payments" as that term is defined in Internal Revenue Code Section 513(i).

In the event that the Internal Revenue Service (IRS) determines that the payments by the Successful Bidder to University are taxable as unrelated business income due to the use of any slogan, Successful Bidder agrees to indemnify and hold harmless the University for any income tax, and any penalties and interest, finally determined to be due that is directly attributable to Successful Bidder payments. The University shall promptly notify the Successful Bidder if the IRS determines that such payments are taxable income, and upon request by the Successful Bidder and at the Successful Bidder’s expense, shall contest such determination, or permit Sponsor to contest such determination in the University's name.
APPENDIX B - Combined Licensing Agreement

Combined Non-Exclusive License Agreement
to Use Certain Marks of the University of Massachusetts Amherst
(to be used in conjunction with any University Agreement calling for use of University marks)

1. PURPOSE
This is an agreement between ______________________, a Corporation having its principal place of business at __________________________ (hereinafter called "_________") and the University of Massachusetts Trademark and Licensing Administration Program (hereinafter called "Licensing")

WHEREAS, ____________ desires to be licensed to utilize the University of Massachusetts Amherst Marks and logos in connection with the University of Massachusetts Amherst Agreement as defined in the Agreement between University of Massachusetts Amherst (hereinafter called “University”) and _____________ for the use of the University’s names, logos or trademarks in connection with the terms and specifications of the University Agreement and subject to the additional terms and conditions of this agreement

2. TERM (Date of Execution)
The term of this agreement shall be for a period of ____ (   ) year(s) commencing on _______ and ending on _________. Should the Agreement between University and _____________ for _________ terminate for any reason, the license to use the University Marks will terminate immediately.

3. DEFINITIONS
University Marks designs, trademarks, logotypes, service marks and any other symbols associated exclusively with the identification of the University of Massachusetts Amherst
Licensed Articles products and services authorized by the University to bear University marks

4. GRANT OF LICENSE
4.1 Grant - subject to the terms and conditions of this Agreement and the Agreement between University and ____________, Licensing hereby grants ____________ a non-transferable, non-exclusive license to use the University Marks on, and in conjunction with the marketing, advertising and promotion of their services.
4.2 Limitations on License - no license is granted hereunder for the use of the University Marks for any purpose other than upon or in connection with the services and uses described in this Agreement between University and _____________.
4.3 Exclusivity - ____________ is granted exclusive rights to use the names, marks Trademarks and logos of the University of Massachusetts Amherst subject to the terms and conditions of this Agreement and the Agreement between University and _____________.
4.4 Non-Exclusivity - nothing in this Agreement or the Agreement between the University and ____________ shall be construed to prevent the University of Massachusetts System, Departments and Campuses with the exception of the Amherst Campus, from licensing the use of the University Marks to any other party for any purpose including, without limitations, the
grant of other Licenses to other service providers or manufacturers during the term of this agreement for use of the University Marks in connection with Licensed Services or Products either within or outside the United States.

5. ROYALTIES
In considerations of the License herein granted for the use of the University names, marks and logo, ____________shall pay the University of Massachusetts Trademark Administration and Licensing Program an annual royalty/fee of $1000.00 which is understood to cover ____________’s use of the University Marks in conjunction with the University Agreement. The payment is to be made within fifteen (15) days of the effective date of the agreement. This payment is to be made directly to the Trademark Administration and Licensing Program and is to be viewed separate from all considerations and compensation that ____________will pay the University of Massachusetts.

6. APPROVAL AND QUALITY STANDARDS
Licensing reserves the right to disapprove and prevent the distribution of any service or article bearing the marks of the University that does not meet the standards of quality and propriety. All promotional and marketing material, advertising and/or articles, shall be submitted free of cost to the University of Massachusetts Trademark and Licensing Administration Program, Room 920 Campus Center, Amherst, MA 01003, for approval prior to use. To ease the burden of such submissions, Licensing will permit mock up storyboards, and/or faithful sketches of the intended advertisement or marketing initiative. Licensing agrees to respond within ten days of the receipt of the submission and approval shall not be unreasonably withheld.

• ____________agrees that all licensed use of the University Marks in promotions, advertising and marketing shall contain the appropriate legends, markings and/or notices as required by the University of Massachusetts.

• ____________agrees that each usage of University Marks shall be followed by either "TM" ™ or "R" ®, pursuant to Licensing’s instructions. All such legends, markings, and/or notices must be provided to ____________by Licensing along with the University Marks.

• ____________will not significantly deviate from the standards of quality samples and notice requirements upon which use approval is based. Departure from such standards constitutes a breach of a material term of this Agreement. Licensing has the right to require ____________to immediately cease use of the University of Massachusetts Marks in connection with its advertising, marketing or promotions if they are not consistent with approved standards and samples.

• ____________agrees that it will not use any University Mark or any reproduction thereof in any advertising or promotional material in any manner that may distract from or impair the integrity, character, and dignity of the University Marks or reflect unfavorably upon the University of Massachusetts

• ____________shall not use the University Marks in connection with lotteries, alcoholic beverages, tobacco, sexually oriented products or services or in violation of the policies of the University of Massachusetts.
7. PROTECTION OF UNIVERSITY MARKS
• ___________acknowledges and agrees that the University is the sole and exclusive owner of all right, title and interest in and to the University Marks.
• ___________agrees that nothing in this Agreement or the Agreement between the University and__________, gives ____________any right, title or interest in the University Marks other than the right to use them in accordance with this Agreement. During the term of this Agreement and thereafter, ___________will not contest or otherwise challenge or attack the University’s rights in the University Marks or the validity of this Agreement.
• ___________acknowledges that its breach of this Agreement will result in immediate and irreparable damage to the University and that money damages alone would be inadequate to compensate the University. Therefore, in the event of a breach or threatened breach of this Licensing Agreement by __________, Licensing may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.
• ___________agrees to assist in the protection of the University Marks. ___________, upon specific request from the University, provide documentation and/or specimens regarding use of each University Mark as required by the University.
• ___________acknowledges that they will have no ownership rights in the University’s Marks should the University Marks appear in conjunction with copyright materials created or held by __________.

8. GOODWILL IN UNIVERSITY MARKS
___________recognizes the value of the goodwill associated with the University Marks and acknowledges that the Marks and all rights therein and the goodwill pertaining to the Marks belong exclusively to the University of Massachusetts. _____________further recognizes that the University Marks have acquired secondary meaning.

___________agrees that its use of the University Marks will benefit the University and that _____________will not acquire any rights in the University Marks by virtue of the use of the Marks under this Agreement.

9. INDEMNIFICATION/ HOLD HARMLESS
The University shall have no liability for any licensed service or product produced or offered by ___________and ___________shall indemnify, hold harmless and defend the University and its trustees, officers, employees and agents thereof, from any and all product or service liability claims, demands causes of action, or damages, including reasonable attorney's fees, caused by or arising from services or products produced or sold by ___________or out of any action by ___________in using the University Marks in connection with the distribution or sale of services or any other use of the University Marks in advertising, marketing or promotion.
10. **CONFORMITY TO LAW**
____________undertakes and agrees that the use of the University Marks in services, promotions, advertising and/or marketing shall be in conformity with all applicable Federal, State and local laws, ordinances, regulations and rules.

11. **SEVERABILITY**
In the event that any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable herefrom and the remainder of this Agreement shall be deemed to be, and shall remain, fully valid and enforceable.

12. **WAIVER**
Failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

13. **ENFORCEMENT**
____________agrees to assist the University in the enforcement of any rights of the University in the University Marks as it relates to this Agreement. ____________agrees to notify the University of any infringements by third parties that come to ____________’s attention as the result of the University and _________ Agreement. The University shall have the sole right and discretion to bring infringement proceedings involving the University Marks. However, nothing in this Agreement shall require the University to bring suit or take action for the infringement of any of the University Marks.

14. **LIABILITY INSURANCE** - Product liability insurance coverage for this Agreement has been provided for in the required policy stated in Section XVI of the RFB for Exclusive Beverage Rights on the University of Massachusetts Amherst Campus. Such policy will, in addition to the coverage customarily included in a General Liability Policy, cover against all claims, demands, causes of action, lawsuits judgments and damages including but not limited to reasonable attorney's fees arising out of all alleged defects in the design, manufacture, sale and use of the Licensed Articles.

15. **TERMINATION** - Without prejudice to any other right, the University shall have the right to terminate the License Agreement to use certain University Marks of the University of Massachusetts Amherst upon written notice to ____________ if:

15.1 ____________files any petition under any Federal or State bankruptcy statue, or is adjudicated as bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy is appointed under the laws of the United States Government or of the sovereign states.
15.2 ____________ attempts to grant or grants a sub-license or assigns any right or duty under this Agreement to any person or entity without prior written consent from Licensing.
15.3 ____________distributes or sells any service or distributes any advertising, promotions or marketing material containing the University Marks without obtaining prior approval and/or continues to sell/distribute or use them after receipt of notice from the University disapproving or withdrawing approval.
15.4 _______ becomes subject to any voluntary or involuntary order of any government agency involving the recall of any products or services and/or promotional advertising or packaging material because of safety, health, fraud, or misrepresentation, or any other hazard or risk to the public.

15.5 _______ fails to obtain or maintain the liability insurance required by the Beverage Agreement between the University and _________.

15.6 _______ commits an act or omission directly related to the use of the University Marks that reflects unfavorably or detracts from the good reputation of the University.

15.7 _______ provides services or advertising, marketing or promotional materials that incorporate the University Marks and which do not conform with all applicable Federal, State or local ordinances, regulations or rules.

15.8 Without prejudice to any other right, if _______ fails to take the necessary steps to cure any breach by it of any term or condition of this Agreement within thirty (30) days after receipt of written notice of the breach, the Licensing has the right to terminate the Agreement to use University Marks upon written notice to _________.

16. NOTICE

All notices, consents, waivers, statements and other communications concerning the use of the University Marks by _________ must be sent to each party at the addresses below unless notification of change of address is given in writing. Any notice is to be sent by First-Class mail, Fed X, UPS, or other carrier or telegram and will be considered to have been given at the time the mail is received. Artwork and approvals can be sent via E-mail or by FAX.

University of Massachusetts
Trademark Administration and Licensing Administration
Attn: David Curley, Director
Room 920 Campus Center
Amherst, Massachusetts 01003
mailto:dcurley@mail.aux.umass.edu
Tel: 413-577-0125
Fax: 413-577-0033

17. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement to use certain University Marks that are associated exclusively of the University of Massachusetts Amherst. Although, certain parts of this Licensing Agreement interact with certain sections of the Agreement between University of Massachusetts Amherst and _________, this Agreement is to be considered a separate and independent agreement. This Agreement shall terminate immediately in conjunction with any termination of the University Agreement. Both the Agreement to use certain University Marks of the University of Massachusetts Amherst and the Agreement between University, and _________ must be executed simultaneously to validate this Agreement. This agreement supersedes all prior understandings and agreements between the parties with respect to the use of the University Marks by _________. Note The University marks are governed by this agreement. All other terms concerning the University’ Agreement with ________ are as agreed in the ________ Agreement.
18. **LAWS GOVERNING**

This Agreement and any controversy arising from it is governed by the laws of the Commonwealth of Massachusetts

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers or agents on the date of commencement written in **Section 2. TERM** of this Agreement.

_____________________________  University of Massachusetts

By: _________________________  By: ______________________________

David P. Curley Jr.

Title: _________________________  Title: **Director, Trademark Administration & Licensing Administration**

Date of Signature: _________________  Date of _________________
APPENDIX C -- RFB/RESPONSE IDENTIFICATION FORM

Date:

Name of firm: 

Title of Principal Officer: 

Corporation organized under the laws of the State of: 

Signature: 

Type/Print: 

Title: 

In signing this Response Form, the bidder agrees to comply with terms, conditions and requirements as described in this RFB, including the responses on the Compensation Response Form if awarded this bid.

Corporate mailing address:

Local mailing address:

Telephone number: 

FAX number: 

Person to contact regarding this proposal: 

EMAIL Address: 

Telephone number: 