DATE: July 2, 2010

TO: All Prospective Proposers

FROM: Sharon Quinn

RE: UMBC’s Cold Beverage Contract – BC-20660-Q
ADDENDUM # 3

The following amends the above referenced RFP documents. Receipt of this addendum must be acknowledged by completing the enclosed "Acknowledgement of Receipt of Addenda" form and submitting it along with the Technical Proposal you return to the University.

The due date and time for the Technical & Price Proposals to be submitted to the University remains as THURSDAY, JULY 8, 2010 by 2:00 p.m. to the issuing office.

A. The Pre-Proposal Meeting was held at the University on Thursday, May 13, 2010 and the following questions were submitted for a response:

1. QUESTION: Does Athletics have any inventory of media exposure that can potentially be bundled – media/tickets?

   ANSWER: UMBC Athletics has responded to this inquiry in two parts. The department wishes the prospective bidders to understand the full scope of activities that utilize their facilities throughout the year and the true potential for product exposure and endorsement. Considering this potential, UMBC Athletics offers a bundled package of signage, advertising and tickets to the successful proposer:

   1) Provide more than 1.3M annual visitors to the Athletics web site;
   2) Average over 15,000 weekly visitors to the Retriever Activity Center (RAC), which is open 7 days/week – 5AM to 10 PM;
   3) Busiest building on campus;
   4) Average over 7,500 campers each summer, ages 6 – 16; over 28 individual camps each summer held in the RAC or UMBC Stadium.
5) Hold six Maryland State High School Championships with over 10,000 spectators in attendance at the RAC or the Stadium;
6) Hold Men/Women Lacrosse World Team USA tryouts at UMBC Stadium
7) Designated the practice site (UMBC Soccer Pitch) for professional soccer teams playing at M&T Bank Stadium; this year AC Milan and Chelsea practiced at our site;
8) Home to Professional Soccer team, 20 plus games at the UMBC Soccer Pitch;
9) 19 varsity, 24 club teams – 1,300 student athletes compete in our venues;
10) Lead America East Conference in Men’s/Women’s Lacrosse, 2nd in Men’s Soccer and 4th in Men’s Basketball;
11) Hold numerous High School/College graduations each year in the RAC;
12) Hold numerous concerts, lectures, admission events and job fairs in the RAC.

**Signage, Advertising, and Tickets**

1. **Signage.**

   a. **Locations.** Sponsor will receive signage in the following venues on Campus:

      Sponsor will be entitled to premiere and dominant signage locations as selected by Sponsor at the Retriever Activities Center and Arena, UMBC Stadium, Aquatics Complex, Softball and Baseball Stadiums and the Soccer Pitch, including, but not limited to, the advertising panels located on the scoreboards. Such signage shall meet Sponsor’s reasonable specifications as to design, construction, and general appearance. The location, size and appearance of any sign are subject to Sponsor’s prior approval, not to be unreasonably withheld.

   b. **Appearance.** Sponsor will specify the advertising message and graphics for its signage. All other aspects of the design, construction, and general appearance of the signage must meet Sponsor’s reasonable specifications.

   c. **No Obstruction of Signage.**

      i. This includes Blockage during the Broadcast of any Team game. But University may cover Sponsor’s signage to the extent expressly required by the constitution and by-laws of the National Collegiate Athletic Association (“NCAA”) during NCAA championship events so long as signage for all other University sponsors is also covered.
d. **Obligation to Maintain Signage.** Athletics will install and maintain all materials used for the sign panels described in (a), and for the structures supporting the panels. Athletics will repair—any malfunction, damage, or destruction to the panels or supporting structures within a commercially reasonable period. All installation, maintenance and repair will be at Athletics expense, except that Sponsor will pay the cost of installing any replacement panels used to modify Sponsor’s initial advertising message or graphics.

e. **Illuminated Signage.** Athletics will meet all reasonable requests, within the scope of available electrical power, for lighted signs and advertising panels—including lighted concession advertising—that advertise or promote Products. All these signs and panels will be fully illuminated at all events during which any signs in the same facility are illuminated.

f. **Access to Signage.** At all reasonable times, Athletics will provide Sponsor access to its signage to replace, remove, or modify it.

2. **Print Advertising.**

a. Sponsor will receive, at no additional cost, one full-page four-color ad in each Team game program and in all other event programs. Athletics will deliver to Sponsor, without charge, 10 copies of each publication containing such ads, if required by Sponsor.

b. Sponsor will receive recognition on the backs of all tickets to Team home games.

c. Sponsor will receive recognition on Team Schedule Posters (16” x 20” color) for the fall, winter and spring. Total run equals 5,500 posters.

d. Sponsor will provide mechanics consistent with University’s technical requirements for advertising. Sponsor will provide these mechanics before University’s deadlines, but University must give Sponsor reasonable notice before each deadline. If Sponsor has not provided the mechanics before a deadline, then University may print advertising previously provided by Sponsor. All of Sponsor’s advertising must be printed according to Sponsor’s reasonable specifications, but the content must be reasonably acceptable to University and must conform to the general look and feel of each publication.

3. **Tickets.**

a. Athletics will provide Sponsor with the following tickets free of charge, during each year of the Agreement:

   12 tickets to all home games at all intercollegiate Team sports (when there is a
charge for tickets)

b. In addition, Sponsor will have the right to purchase available tickets at face value upon request during each year of the Agreement.

4. **Banner or Other Advertising on UMBCRetriever.com, in addition a link from our Corporate Sponsor page**

2. **QUESTION:** Can we get more details/specifics on the needs for the Infrastructure Support?

**ANSWER:** UMBC Athletics has indicated the following order of preference with respect to the provision of Infrastructure Support for their programs. The proposal must include one or more of these items and may offer a combination as long as the prescribed order of preference is followed:

1. Scoreboard replacement
2. Juice Bar installation at the RAC
3. Beverage dispensing capabilities at different sports venues

3. **QUESTION:** Do you know the cost of the card Readers? Can they be mounted elsewhere on the machine? What is the height of the ADA Compliance requirement?

**ANSWER:** Our latest information from CBORD indicates that the CS Gold IP MDB Vending Reader with Mag Swipe, 10/100MB, lists for $1,095.00. This is single unit pricing; we do not know if CBORD offers volume discounting. Purchasing of the units is a contract negotiated between the successful proposer and CBORD with no involvement of UMBC.

Currently, vending readings are located in various positions on the machines. With this RFP, we are requesting that all new reader installations be readily visible and accessible, in close or reasonable proximity to the coin/bill acceptors on the machine.

According to the National Automatic Merchandizing Association (NAMA), the Department of Justice is expected to release ADA regulations on vending machines during 2010. It is required that all UMBC machines conform to existing regulations at the time of installation. In the absence of set regulations, it is the University’s belief that all reasonable accommodations/considerations be made
to recognize and support the needs of physically challenged individuals.

4. **QUESTION:** Could you clarify the “piggyback” language in the RFP. Do you want us to offer the same Financial Terms to other campuses?

**ANSWER:** In Section I, under Item K, “Formation of Agreement/Contract...”, in the third paragraph, we speak to other USM institutions participating under the resulting contract. The basis of this “piggybacking” would be limited to using the vendor on their campus. We do not expect the vendor to offer the same Financial Package to other institutions, as their enrollment, demographics and academic situation will be different from UMBC’s.

B. In Section IV, Item C-2, “Oral Presentations”, in the third sentence **DELETE:** “Thursday, July 8, 2010” and **REPLACE with:** “TUESDAY, AUGUST 24, 2010.” *All proposers are requested to set this date aside for these sessions on the Account Representative’s and his/her immediate Supervisor’s calendars so as to avoid any conflicts.*

C. In the Current Beverage Vending Machine Locations found in Appendix D, under “Student/Support Buildings”, **DELETE:** “Total = 12 machines” and **REPLACE with:** “TOTAL =11 MACHINES / 1 COOLER”. The second item from the bottom has been **REVISED:** “THIS IS A COOLER – not a machine.” The machine has been removed and replaced with a cooler. Beverages are bought directly from the vendor.

**Enclosure:** Acknowledgement of Receipt of Addenda Form

**Cc:** Procurement File

END OF ADDENDUM # 3 DATED 07/02/10
This addendum was posted on the University’s eBid Board and eMaryland Market on 07/02/10.
(Original with enclosures were not mailed)
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No.  1   dated  05/21/10
Addendum No.  2   dated  06/04/10
Addendum No.  3   dated  07/02/10
Addendum No. _____ dated _______
Addendum No. _____ dated _______

As stated in this Addendum, this form is to be returned within your Technical Proposal.

________________________________________________________________________
Signature

________________________________________________________________________
Printed Name

________________________________________________________________________
Title

________________________________________________________________________
Date

END OF FORM