

TEXAS A&M UNIVERSITY-CORPUS CHRISTI

PURCHASING DEPARTMENT 6300 OCEAN DRIVE CORPUS CHRISTI, TX 78412

RFP Number: RFP3-0001

Beverage Services

Addendum #2

Vendor Questions & Answers

The University has received the following questions from vendors. The corresponding department has provided answers for the questions provided within the allocated time to respond. The questions and answers should be considered incorporated as part of this Request for Proposal. Please see below:

1. <u>Question</u>: Largest question: Is this RFP for beverage exclusivity throughout the entire campus of TAMU – CC to include all vending, all athletics, all food service, all retail locations, the bookstore and Island Market? The below snip it's, is why I ask, to me they could be contradictory. I am not understanding the 2nd snip it at all as the Island Market is already offering non exclusive products of the current beverage supplier.

TMAU-CC is seeking an exclusive beverage contract with a nationally recognized beverage company to create a partnership. This partnership includes inclusive soft drink pouring and vending rights.

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Locations included in product sales are:

- Convenience/Market Stores
- Islander Dining Hall
- The Cove, University Center
- Campus Store Islander Market- Follett
- TAMU-CC Athletic Department Concessions
- All retail- Subway, O'Conner Market, Panda Express, Burger 361, Ace Sushi, Chick-fil-A, Hemispheres,
- TAMU-CC Catering

The Contractor shall have exclusivity on Fountain Service, Concession and Beverage Vending and Convenience Store shelving. Carbonated beverages shall be limited to the bestselling products of Coca Cola or Pepsi Cola Bottling Companies. All drink product

The current Contractor provides drinks, such a colas, non-cola drinks, juice, sports drinks and water across all locations on campus. The contractor has exclusivity in vending machines and syrup and shelf space in all retail locations.

• To secure the exclusive advertising and marketing rights through Athletics, the vendor must participate in a platform of advertising inventory at a minimum cash investment of \$35,000 per year. Specific advertising elements provided can be negotiated to meet the needs of the vendor, providing the minimum threshold of \$35,000 is met each year the winning bid is awarded. For purposes of this RFP, the exclusive beverage category advertising rights that will be purchased with respect to Athletics will cover the following distinct sub-categories: Carbonated Beverages, Bottled Water, Isotonic/Electrolyte Replacement Drinks.

<u>Answer</u>: For campus vending and fountain service & sales, the vendor will have exclusivity on everything, EXCEPT the Campus Store Islander Market. This is managed by Follett and their contract allows them to use their own vendor. To secure the exclusive advertising and marketing rights through Athletics, please refer to Section 3.28 (p. 23) of the RFP.

2. <u>Question</u>: The RFP section above, around athletics advertising & marketing has me perplexed. Can you please explain? The RFP is requesting a 10 year term, above is referencing an annual award, is the annual award only for advertising & marketing and the awarded vendor of this RFP would still have Athletics beverage sales exclusivity? If not would TAMU-CC accept an

offer excluding TAMU – CC Athletics and the Athletic asks as defined in RFP section 3.28 **Athletic Sponsorship** on the RFP?

<u>Answer</u>: If the vendor wants exclusive advertising and marketing rights with Athletic, please refer to Section 3.28 (p.23) of the RFP. This is not a requirement for the vending contract.

3. *Question*: Our intent would be to offer TAMU-CC an annual Sponsorship dollar amount and not to assign that dollar amount to any certain bucket (Exclusivity, Athletic Scholarship, University Scholarship) but rather allow the University to do such, respecting they would know best. If this is not acceptable I would need to know how TAMU – CC would want the total sponsorship monies to be divided by percentages, as I do not believe this should be our decision. This is only in reference to total Sponsorship monies; we will designate a separate bucket for donations and marketing.

Answer: You may present the sponsorship dollar amount any way that you would prefer.

4. *Question*: As a rule, we no longer do 10 year contracts, would a 5-year contract with a potential mutually agreed to 5 year extension be acceptable?

<u>Answer</u>: Yes, a 5 year with potential for another 5 years is acceptable.

5. <u>Question</u>: For clarification on the below, TAMU – CC is requesting any sponsorship payment to be paid at the start of the beginning of the Contract Year June 1, 2023 and then requesting future sponsorship payments be paid on the Anniversary Date May 1, 30 days earlier then the Contract year? I am not sure I am understanding lump sum payment, if different from above please help me understand.

Deverage venting on campus and program support, as supulated in the scope of services.

(d) Anniversary Date – Shall mean May 1st of any Contract Year. "Contract Term" shall be ten (10) years.

TAMU-CC or a designee, in the University Services Office.

- (i) Contract Year Shall mean the twelve (12) month period within the term that begins June 1 of one year and ends July 30 of the next following year.
- In addition to preferential product pricing, the Vendor shall pay to TAMU-CC a lump sum payment, as a signing award, at the beginning of the contract and an installment payment, as an exclusivity fee, each year on the anniversary date of the contract for the entire period of the contract agreement.

Answer: This is an error. All payments should be made on the contract start date- June 1st

6. <u>Question</u>: In an effort to propose the best possible offer to TAMU-CC while also recognizing all are of importance, if TAMU-CC can rank the below in order of importance to the University it would be helpful

Answer: Vending Prices 2
Marketing Dollars 4
Donations 3
Sponsorship funding 1