



**MONTCLAIR STATE**  
**UNIVERSITY**

**Procurement Services**

Phone: 973-655-4145

Fax: 973-655-5468

Via Email & US Mail

August 1, 2017

Coca Cola Refreshments  
118 Moonachie Avenue  
Carlstadt, New Jersey 07072  
Attention: Mr. Tom McBrady  
Key Account Development Manager

RE: RFP No. 1279 Waiver of Advertising – Pouring Rights

Dear Tom,

Enclosed for your records is a fully executed agreement between Coca Cola Refreshments and Montclair State University.

We look forward to a successful relationship with your firm.

Very truly yours,

A handwritten signature in black ink, appearing to read "Patricia A. Stolarz".

Patricia A. Stolarz  
PeopleSoft Supplier Create Manager/  
Sr. Procurement Administrator

Enclosure

cc: C. Palma  
A. Pignataro  
File

**montclair.edu**

1 Normal Avenue • Montclair, NJ 07043 • An Equal Opportunity/Affirmative Action Institution

## AGREEMENT

THIS AGREEMENT, made this 13<sup>th</sup> day of June 2017 in the county of Essex in the State of New Jersey by and between:

**Montclair State University**  
1 Normal Avenue  
Montclair, New Jersey 07043  
(Hereinafter - MSU)

and

**Coca-Cola Refreshments**  
118 Moonachie Avenue  
Carlstadt, New Jersey 07072  
(Hereinafter - Contractor)

In consideration of the mutual promises herein, the parties agree as follows:

**Term.** The term of this contract will be from July 1, 2017 through June 30, 2027 and will be a 10-year term based on the performance of the Contractor.

~~Pursuant to N.J.S.A. 18A:64-79, all multi-year contracts shall be subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation.~~

**Service.** The Contractor shall enter into a partially exclusive strategic partnership for Pouring Rights with respect to beverages dispensed and sold at Montclair State University, hereinafter called "Service" as described in Request for Proposal No.1279 Waiver of Advertising dated February 8, 2017; Addendum No. 3 dated March 7, 2017; Addendum No. 2 dated February 27, 2017, Addendum No. 1 dated February 14, 2017, which are incorporated and made part of this Agreement. This Agreement also includes the Contractor's March 7, 2017 Response to Request for Proposal No. 1279 Waiver of Advertising, including the Contractor's Pouring Rights Offer Sheet (Attachment No. 5) are incorporated and made part of this Agreement. In the event of any inconsistency or conflict between or among the provisions of this Agreement and the attachments, the inconsistency or conflict should be resolved by giving precedence to the documents as follows: 1) this Agreement; 2) Addendum No. 3 dated March 7, 2017; 3) Addendum No. 2 dated February 27, 2017; 3) Addendum No. 1 dated February 14, 2017; 3) Request for Proposal No.1279 Waiver of Advertising dated February 8, 2017; and 4) Contractor's Response dated March 7, 2017.

**Consideration.** In full and complete consideration for the services rendered hereunder, Contractor shall invoice MSU for services provided by Contractor under terms of this agreement at rates stated in the Pouring Rights Offer Sheet, Attachment No. 5.

**Payment Terms.**

The Contractor shall make an application for payment and shall submit it to MSU for approval in accordance with the requirements of Terms and Conditions of this Agreement. Upon approval, MSU shall pay Contractor for work satisfactorily completed and identified on said application.

**Compliance with Law.** The Contractor shall comply with the provisions of Chapter 33, of title 52 on the Revised Statutes (R.S. 52:33-1 et seq.) requiring that preference be given to the use of domestic materials or as it may be governed by Federal Law or Regulations.

This Agreement shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and obligations of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

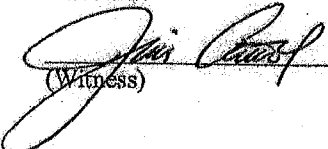
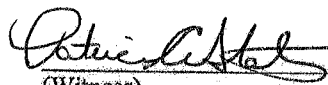
**Amendment.** This Agreement may only be amended by mutual agreement of the parties, which shall be set forth in writing and signed by both parties.

**Assignment.** Neither party shall assign or transfer any interest under this Agreement without the express written consent of the other party. This Agreement is governed by the laws of the State of New Jersey.

Both parties to this Agreement confirm that they have read this Agreement, understand it and agree to be bound by its terms. Both parties further agree that this written instrument is the complete and exclusive statement of their agreement, which supersedes all prior statements, oral or written, relating to the subject matter of this Agreement

IN WITNESS WHEREOF, the parties to these present have executed this contract in three (3) counterparts, each of which shall be deemed an original, on the year and day first above mentioned.

ATTEST:

  
(Witness) \_\_\_\_\_ by 2xMcLury  
Coca-Cola Refreshments  
Francis X. McCarry  
Name (print)  
President 6/19/17  
Title Date  
  
(Witness) \_\_\_\_\_ by Jon Boy 7/5/17  
Montclair State University

Jon Rosenheim

Vice President for Finance and Treasurer

Date

**ATTACHMENT#: 5**

**POURING RIGHTS OFFER**

1. **Proposed Exclusive Pour Rights Annual Cash Remuneration** based on the scope of work outlined herein and the current volumes listed in Appendix 2. In-kind or other donations, product samples, and collateral items that are beyond the cash remuneration that the University will be receiving from the awarded bidder during the course of the ten year contract period.

<b>Year</b>	<b>Cash Remuneration</b>	<b>In Kind Donations</b>	<b>Product Donations</b>
1	\$ <u>407,350.</u>	\$ <u>15,000.</u>	<u>800</u> cases
2	\$ <u>307,350.</u>	\$ <u>10,000.</u>	<u>800</u> cases
3	\$ <u>307,350.</u>	\$ <u>10,000.</u>	<u>800</u> cases
4	\$ <u>307,350.</u>	\$ <u>10,000.</u>	<u>800</u> cases
5	\$ <u>307,350.</u>	\$ <u>10,000.</u>	<u>800</u> cases
6	\$ <u>307,350.</u>	\$ <u>10,000.</u>	<u>800</u> cases
7	\$ <u>307,350.</u>	\$ <u>10,000.</u>	<u>800</u> cases
8	\$ <u>307,350.</u>	\$ <u>10,000.</u>	<u>800</u> cases
9	\$ <u>307,350.</u>	\$ <u>10,000.</u>	<u>800</u> cases
10	\$ <u>307,350.</u>	\$ <u>10,000.</u>	<u>800</u> cases

2. Outline your threshold levels for increases in cash remuneration during the course of the ten year contract period if the University's actual volume grows from the initial baseline.

# Financial Review

	<b>10 year proposal</b>
<b>Coca-Cola</b>	
One Time Up Front Sponsorship Payment	\$100,000
Annual Sponsorship Payments	\$2,600,000
Annual Scholarship Dinner	\$15,000 Gold Level
Annual Golf Outing	\$20,000 Foursome
Annual Rebate Support	\$1.00 on all Retail cases Projected \$30,350
Marketing Support	\$10,000 Year 1 / \$5,000 years 2-10
Product Donation	800 cases with a Retail Value of \$5,000
Student Internship	Annual Value of \$5,000
<b>TOTAL Value</b>	<b>\$3,328,500</b>

- Annual Rebates represent the total dollar amount generated from volume supplied in the RFP (Non-Vending).
- Annual Growth Incentive - Additional \$2.00 per Retail Case Paid on all Growth Cases above mutually Agreed upon baseline volume or after year one volume is established. Reference Attachment #5 page 42 item #2



20. Offer Schedule

