



MONTCLAIR STATE
UNIVERSITY

Montclair, NJ 07043

ADDENDUM NO. 3

Request for Proposal # 1279 Waiver of Advertising Pouring Rights

March 7, 2017

Date of Original Bidding Documents: February 3, 2017
Addendum No. 1: February 14, 2017
Addendum No. 2: February 27, 2017

INTENT: This Addendum forms a part of the Contract Documents and modifies the Original Bidding Documents and Prior Addenda, if any, as identified above. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

I. Points of Information:

Clarification of the University's responses to questions 6, 18 and 21 under Addendum No. 2.

6. **QUESTION:** RFP Page 1 has a statement that says "...right to separately procure individual requirements that are subject of the awarded contract during the contract term...". Can you provide an example of what is meant by this? Provide an example?

RESPONSE: The University intends to award a contract to one vendor who will primarily dispense and sell beverage products of a particular brand. As noted in Section 1 Purpose and Intent, the awarded Pouring Rights contract will not be entirely exclusive with respect to beverages dispensed and sold at the University, as the University reserved the right to permit 10% of all beverages sold to be provided by another contractor.

18. **QUESTION:** Page 1, Purpose and Intent - The final sentence of the second paragraph. Despite claiming certain exclusivity rights, this section would permit the University to purchase competitive products at any point during the Term when it is deemed in the University's "best interest." Can you please provide an example of Best Interest?

RESPONSE: This verbiage allows the University flexibility to purchase beverage items from another source outside of its contractual obligation to the awarded vendor. Circumstances the University may consider doing so, include, but are not limited to: (a) special events where other beverages may be more appropriate; (b) events provided to groups with specific dietary needs or (c) events occurring during a period in the academic calendar when consumption of beverages provided by the award vendor is or is expected to be low.

21. **QUESTION:** Page 4, 12. General Definitions: "Contract" is defined to include the RFP and the actual proposal, in addition to the form agreement. We would prefer that all terms and conditions are contained in one final written agreement, rather than

incorporating a whole bunch of separate forms/documents – as it gets confusing when there are exceptions to provisions in the RFP and forces both parties to review multiple documents to understand our obligations. Would this be possible?

RESPONSE: Each bidder should identify terms created by the University in the RFP and addenda that are not acceptable to the bidder, with an explanation in support, and may offer alternative language. If a bidder requires additional terms to be a condition to its bid, those terms should be identified for consideration.

II. Special Notice of Bid Extension:

NOT USED

III. Changes to Prior Addenda:

NOT USED

IV. Changes to Bidding Requirements:

NOT USED

V. Changes to Agreement and Other Contract Forms:

NOT USED

VI. Changes to Conditions of the Contract:

NOT USED

VII. Changes to Specifications:

NOT USED

VIII. Changes to Drawings:

NOT USED

Please acknowledge receipt of this Addendum No. 3 via fax. The fax number is 973-655-5468.

Company Name (please print)

Date

Signature

Title

Contact Name (please print)

Distribution:

All Bidders
K. Pennington
J. Shannon
K. Ragan
A. Pignataro
Christine Palma