

Addendum for University of Nebraska at Kearney's Bid # 21-03

On-Campus Food & Beverage Concessions

Addendum # 1

June 3, 2021

RESPONSE TO QUESTIONS:

- 1) 2.7.1 & 2.7.3 - Exclusive Contracts

How often does Pepsi deliver to campus? Where can I access pricing for Pepsi products?

UNIVERSITY'S RESPONSE: At this time, Pepsi delivers for campus needs once a week. However, additional delivery dates could be discussed and negotiated with Pepsi as that arrangement would not specifically be limited to UNK's current arrangements and needs. If Pepsi has a unique pricing contract with a vendor, that contract pricing will supersede UNK's current pricing. If no pricing contract exists, the prices negotiated with UNK could be utilized. Document is labeled as Exhibit 1 to this addendum.

- 2) 2.8.6 - The Bidder is responsible for being in compliance with all PCI standards.

I plan to utilize Square hardware/readers to be able to take card payments. Per the squareup.com website, Square complies with PCI standards and the hardware is end-to-end encrypted. Can you confirm that this equipment will be allowed to be used at UNK?

Square takes care of PCI compliance for your business

Square complies with the Payment Card Industry Data Security Standard (PCI DSS) so you do not need to individually validate your state of compliance.

1. **Our hardware/readers have end-to-end encryption out of the box with no configuration required and at no additional cost—without monthly fees or annual assessment requirements.** We maintain PCI compliant software at no additional cost to you, with no monthly contracts or long-term commitments. Providing you use Square for all storage, processing, and transmission of your customers' card data, you don't need to take any steps to validate your PCI compliance to Square, and you don't need to pay any PCI-compliance fees.

UNIVERSITY'S RESPONSE: NU ITS indicated the University does not use or endorse the use of Square devices due to a combination of business, technical, and security reasons. While not currently prohibited, UNK Procurement recommends a PCI solution which may include Square be negotiated and agreed to between the bidder and ITS to minimize risk prior to contract execution.

- 3) 2.8.6 - If using the University data lines for credit card transactions, bidder will be responsible for compliance with University policies related to such use as well as minimum equipment requirements. *Does this apply to wireless and/or ethernet? Where can I find the University policies referenced above to ensure I comply with them?*

UNIVERSITY'S RESPONSE: If using the University data lines for credit card transactions, bidder will be responsible for compliance with University policies related to such use as well as minimum equipment requirements. These will be included in an addendum similar to Exhibit 2.

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4) APPENDIX D - TERMS AND CONDITIONS

1.17 - Parking

Are there vendor parking permits available when events occur during business hours (M-F 8-5)? Or, if there is an event going on, does the UNK Police Dept not patrol for tickets?

UNIVERSITY'S RESPONSE: Generally, UNKPD will stop ticketing the area where an event is being held approximately 2 hours prior to the event. Vendors will be provided permits as needed.

Addendum 1 - EXHIBIT 1
Non-Vending Beverage Prices

Bottle & Can Pricing	Pack	Year 1 Price
Lipton Brisk	1 Liter / 12 Count	\$ 14.44
LifeWTR	1 Liter / 12 Count	\$ 17.93
Starbucks IceCoffee	11oz / 12 Count	\$ 28.48
Aquafina	12oz / 8 Pack	\$ 9.49
Gatorade G2	12oz / 6 Pack	\$ 20.76
Carbonated Soft Drinks	12oz / 8 Pack	\$ 19.76
Frappuccino	13.7oz / 12 Count	\$ 29.61
Muscle Milk	14oz / 12 Count	\$ 39.76
Ocean Spray	15.2oz / 12 Count	\$ 18.58
Aquafina	16.9oz / 24 Pack	\$ 12.40
Lipton Pure Leaf	18.5oz / 12 Count	\$ 24.35
SoBe Life Water	20oz / 12 Count	\$ 19.55
Aquafina	20oz / 24 Count	\$ 22.02
Gatorade G2	20oz / 24 Count	\$ 25.74
Gatorade Propel	20oz / 24 Count	\$ 25.74
Gatorade	20oz / 24 Count	\$ 25.74
Lipton Iced Tea	20oz / 24 Count	\$ 25.74
Carbonated Soft Drinks	20oz / 24 Count	\$ 25.74
LifeWTR	20oz / 24 Count	\$ 24.00
Gatorade	28oz / 15 Count	\$ 25.74
LifeWTR	700ml / 12 Count	\$ 14.77

Fountain Pricing	Unit	Price Per	Year 1 Price
Dr Pepper	BIB 5G	Gallon	\$ 16.42
Carbonated Soft Drinks	BIB 5G	Gallon	\$ 16.42
Tropicana Juice Non Chilled	BIB 5G	Gallon	\$ 16.42
Lipton Iced Tea	BIB 3G	Gallon	\$ 20.19
Gatorade G2	BIB 3G	Gallon	\$ 17.31
Lipton Brisk	BIB 3G	Gallon	\$ 16.97
CO2	20lb Tank	Tank	\$ 20.00

Annual Price Increase Schedule	
Fountain Products	3.8%
Bottle & Can Products	4%
CO2	3%

Addendum 1 – Exhibit 2

Example ADDENDUM

Requirement to Protect Payment Card Data

Addendum # 2 (“Addendum”) to the Master Services Agreement (“Agreement”) between the **Board of Regents of the University of Nebraska** (“Customer” or “University”) and _____, (“Service Provider”) dated _____. The following items are hereby incorporated into the Agreement and will take precedence over any conflicting terms.

WHEREAS, the parties hereto agree that the Agreement is amended as stated herein and that this Addendum shall be incorporated into the Agreement and made a part thereof.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

Service Provider acknowledges responsibility for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of Customer, or to the extent that Service Provider could impact the security of the cardholder data environment. Service Provider acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the Agreement or as required by the PCI DSS or as required by applicable law.

Service Provider attests that, as of the effective date of this Addendum, it has complied with all applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate its compliance with the PCI DSS, and will maintain such compliance for the life of this Addendum. For purposes of this Amendment, “PCI DSS” means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. Service Provider agrees to supply evidence of its most recent attestation of compliance upon execution of this Addendum and annually for the length of the Agreement by providing a copy of Service Provider’s current, valid, and signed PCI SAQ, AOC, and/or ROC or other comparable document which was accepted by their bank, processor, or acquirer.

Service Provider will immediately notify Customer if it learns it is no longer PCI DSS compliant and will immediately remediate the non-compliance status. In addition, Service Provider agrees to immediately notify Customer in the event of a cardholder data breach or a change in PCI DSS merchant level or a change in PCI DSS SAQ type used for PCI compliance reporting. In no event shall Service Provider’s notification to Customer be later than seven (7) calendar days after Service Provider learns of the event triggering this notification.

Service Provider represents and warrants that it has a system in place to ensure the continuity of its business and the security of all cardholder data in the event of a major disruption, disaster or failure.

Service Provider acknowledges that unauthorized access to the cardholder data environment (“a breach”) is grounds for early termination of the Agreement without penalty, at Customer’s discretion.

Service Provider agrees to comply with all applicable laws requiring notification of individuals in the event of unauthorized access to cardholder data. In the event of a cardholder data breach and as instructed by the University, Service Provider agrees to either perform at its sole cost and expense or pay the cost of the University’s performance of reasonable mitigation or remediation services which may include, without limitation, providing any notice to individuals affected by the breach as the University reasonably determines to be required. Service Provider will provide a representative or a PCI approved third party designated by Customer with full cooperation and access to conduct a thorough security review, which review shall include at a minimum, validation of Service Provider’s compliance with the PCI DSS for protecting cardholder data. Service Provider further agrees to indemnify, hold harmless, and defend

Customer and its employees from and against any claims, damages, or other harm related to a breach. This provision survives termination of the Agreement.

For The Board of Regents of the University of Nebraska

Signature: _____

Printed Name: _____

Date: _____

Title: _____

For Service Provider

Signature: _____

Printed Name: _____

Date: _____

Title: _____

I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of regents Policy 6.2.1.12, Purchases Involving University Personnel.

Notice. Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

To Service Provider:

Name: _____

Address: _____

City, State, Zip: _____

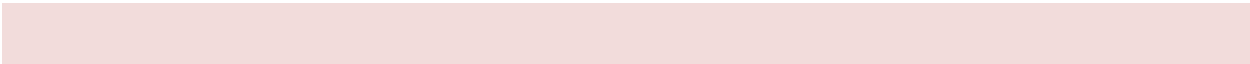
Email: _____

Phone: _____

To the University:

Name: _____

Address: _____



City, State, Zip: _____

Email: _____

Phone: _____

FOR REFERENCE ONLY